



City Council, Regular Meeting

AGENDA

June 7, 2011

5:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

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

Resume Open Meeting

6:30pm

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- Presentation: Special Recognition for Stan and Ellie Bump
- Presentation: SAGE (*Special Approach to Gifted Education*) Polyhedraville Project
- Update: Shoreline Master Plan

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 period ending May 15, 2011 for pay date May 20, 2011 in the amount of \$257,764.80
 - Payroll for period ending May 31, 2011 for pay date June 3, 2011 in the amount of \$242,358.07
1. Approval: Claims for period ending June 7, 2011 in the amount of \$625,173.70 for Check No. 29281 through No. 29379
 2. Resolution: Appointing Members To The Sammamish Youth Board

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.

3. Resolution: Accepting the NE 14th Drive Project as Complete
4. Bid Award: 2011 Pavement Program – Overlays/Lakeside Industries
5. Contract: On-Call Geotechnical Services/HWA
6. Contract: 228th Avenue Operational Analysis/David Evans and Associates
7. Purchase: Economic Development Self-Assessment Tool Software (EDSAT)
8. Approval: Temporary Park Planning Technician Position

Public Hearings

9. Ordinance: First Reading Granting Discretionary Authority To The City's Director Of Community Development To Extend Reasonable Use Exceptions And Commercial Site Development Permits That Expired Due To The Recent Economic Recession
10. Ordinance: Second Reading Adopting Provisions To Authorize Fundraising Signs And Establishing Development Standards Codified Into Chapter 45 Of Title 21A Of The Sammamish Municipal Code

Unfinished Business

11. Ordinance: Second Reading Authorizing Approval Of Short Plat

New Business - None

Council Reports

City Manager Report

Adjournment

AGENDA CALENDAR

Jun. 2011			
Tues. 6/7	5:30 pm	Regular	Executive Session – Potential Ligitation Presentation: SAGE (Special Approach to Gifted Education) Team Presentation: S. Bump Shoreline Master Plan Update Public Hearing/First Reading: Ordinance extending Reasonable Use Exceptions and Commercial Site Development Permits Ordinance: Second Reading Adopting Settlement Agreement & Related Ordinance - Olshausen Litigation Ordinance: Second Reading Fund Raising Sign Resolution: 2011/2012 SYB Appointments (consent) Resolution: Final Acceptance NE 14 th Drive Project (consent) Bid Award: Pavement Overlay/Lakeside Industries (consent) Contract: On-Call Geotech/HWA (consent) Contract: 228 th Operational Analysis/David Evans (consent) Contract: Economic Development Study Approval: Park Planning Technician Postition
Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Discussion: Community Center
Mon. 6/20	6:30 pm	Study Session/Special Meeting	Public Hearing: Resolution: Six Year Transportation Improvement Projects 2012-2017 Public Hearing: Ordinance First Reading Reading Shoreline Master Plan Second Reading: Ordinance extending Reasonable Use Exemptions and Commercial Site Development Permits Ordinance: Title 13 Amendment (consent) Interlocal: Eastlake and Skyline School Resource Officers/King County Interlocal: Jail Contract/Snohomish County Contract: Consultant/Stormwater Management Inglewood & Tamarack Area Preliminary Design (consent)
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	Contract: 244 th Non-Motorized Project Emergency Plan
Tues. 7/12	6:30 pm	Special Meeting	Community Center (placeholder) Bid Award: Police Parking Lot Project Bid Award: Room 202 Tenant Improvements School Zone Cameras/Discovery Elementary
Mon. 7/18	6:30 pm	Regular Meeting	Public Hearing: First Reading Transfer of Development Rights Ordinance Second Reading Reading Shoreline Master Plan
August 2011			
NO MEETINGS			
Sept. 2011			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	Second Reading Transfer of Development Rights
Tues. 9/13	6:30 pm	Study Session	Department Reports: Department of Community Development/Admin/Police/Fire
Mon. 9/19	6:30 pm	Regular Meeting	Proclamation: Mayors Month of Concern
Oct. 2011			

Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	Discussion: Stormwater Manual Update 2012 Department Reports: Finance/Information Information Technology/Parks/Public Works
Mon. 10/17	6:30 pm	Regular Meeting	
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/21	6:30 pm	Regular Meeting	
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Resolution: Final Acceptance/2011 Pavement Overlay
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Bid Award: SE 32 nd Non-Motorized Project		Final Acceptance: 244 th Avenue Improvement Project Final Acceptance: SE 20 th Street Non-motorized Improvement Project	Joint Meeting/LWSD

<< May

June 2011

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	2 6:30 p.m. Planning Commission Meeting	3	4 8:30 a.m. Trail Building at Evans Creek Preserve
5	6	7 5:30 p.m. City Council Meeting 6:30 p.m. Noxious Weeds and Invasive Plants - What are They and How Can We Stop Them? 7:30 p.m. Simple Measures Concert	8 4 p.m. Compost Happens! Food and Yard Waste Composting for Beginners 4 p.m. Sammamish Farmers Market 6 p.m. Art Exhibit Reception - "WaterLines" by Katherine Hastings	9 6:30 p.m. Community Garden Steering Committee Meeting	10	11
12	13 6:30 p.m. Community Center Feasibility Study Public Meeting	14 6:30 p.m. City Council Study Session	15 4 p.m. Sammamish Farmers Market 6 p.m. Sammamish Youth Board Meeting	16 6:30 p.m. Planning Commission Meeting	17 3:30 p.m. Teen Fest Skate Competition & Music	18 8:30 a.m. Trail Building at Evans Creek Preserve 10 a.m. Sammamish Walks 12 p.m. Lifeguards begin duty at Pine Lake
19	20 5:30 p.m. Finance Committee Meeting 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	21 5:30 p.m. City Council Council Office Hour	22 4 p.m. Sammamish Farmers Market	23	24	25
26	27 6:30 p.m. Volunteer Orientation - Fourth on the Plateau	28 11 a.m. Kids Concert	29 4 p.m. Sammamish Farmers Market 7 p.m. GARDEN WITH YOUR KIDS!	30		

<< June

July 2011

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 6 p.m. Fourth on the Plateau Celebration City offices closed	5 6:30 p.m. City Council Meeting	6 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Concert in the Park 6:30 p.m. Planning Commission Meeting	8	9
10	11	12 6:30 p.m. City Council Study Session	13 4 p.m. Sammamish Farmers Market	14 6:30 p.m. Concert in the Park 6:30 p.m. Community Garden Steering Committee Meeting	15	16 10 a.m. Sammamish Walks 7 p.m. Woodin O Shakespeare Play
17	18 5:30 p.m. Finance Committee Meeting 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	19 12 p.m. Kids First Noontime Performance 5:30 p.m. City Council Council Office Hour	20 4 p.m. Sammamish Farmers Market	21 5:30 p.m. Concert in the Park 6:30 p.m. Planning Commission Meeting	22	23 7 p.m. Woodin O Shakespeare Play
24	25	26	27 4 p.m. Sammamish Farmers Market	28 6:30 p.m. Concert in the Park	29	30
31						



TO: Ben Yazici, City Manager

June 1, 2011

FM: Kamuron Gurol, Community Development Director

RE: Shoreline Master Program update

As you know, on May 5, 2011 Sammamish received a letter from the state Department of Ecology conditionally approving our Shoreline Master Program (SMP). While staff had hoped for a short, easy list of Ecology changes, the list is long and several significant changes are required and recommended.

This memo is intended to summarize those key changes, potential alternatives to those changes, the City's options under state guidelines, the work that staff has already undertaken, and to lay out a proposed schedule for the City Council's review and decision-making. I hope this information will be helpful at the June 7, 2011 City Council session.

Summary of key Ecology changes and potential alternative directions

On the Ecology list there are likely many items of specific interest to individual community members. The following is a summary of the 'top five' key changes and bullet points outlining a proposed direction for the city's response. This list represents the key issues from the staff's perspective and what staff has heard from community leaders.

Setbacks: Under Ecology's required changes, the minimum reduced setback would be a total of 25 feet from the water's edge on Lake Sammamish. This includes a 20 foot shoreline setback (rather than 15 feet) and the city's normal 5 foot building setback. Also, there would be no reduction allowed for preservation of existing natural functions, and no reduction for those parcels with the Urban Conservancy designation (this includes many city-owned lands).

- Consider including further justification of the 20 foot policy, comparison to other jurisdictions such as Redmond, and review of science cited by Ecology.
- Also consider modifications to the setback reduction table to address Ecology's concerns such as additional vegetation (that would not alter the 20 foot setback).

Mitigation Sequencing: Under Ecology's required changes, language on mitigation sequencing is added in several places throughout the SMP. Sammamish already employs such language in our Critical Areas Ordinance (CAO), but some stakeholders have expressed concerns that Ecology's additional language may create problems for permitted uses like residences.

- Review Ecology language and consider modifications to ensure consistent administration and appropriate allowances for permitted uses especially those that are exempt from shoreline substantial development permits.

Vegetation Enhancement Area (VEA): Under Ecology's required changes, the VEA would be required for all new development on all lakes (not just Lake Sammamish), commensurate to the level of disturbance. Some stakeholders have expressed concerns about the need for VEAs on Pine Lake and Beaver Lake given that these lakes do not support salmon species.

- Consider including further justification of the adopted policy, comparison to other jurisdictions with smaller urban lakes, and review of science cited by Ecology.
- Consider language that would require a VEA on Pine Lake and Beaver Lake in limited circumstances only.

Docks: Under Ecology's required changes, standards for docks on all lakes would need to be consistent with Army Corps of Engineers standards, even though docks on Pine Lake and Beaver Lake are not regulated by those standards and the Corps allows for larger sizes or alternate configurations to be proposed.

- Consider including further justification of the city's adopted policy, comparison to other jurisdictions, and review of science cited by Ecology.

Partial Exemptions and Non-conforming: Under Ecology's required changes, the sections with "exemption" provisions (partial, complete) would be deleted. However, under their recommended changes, Ecology suggests that the city restore similar language.

- Review the recent state law on non-conforming uses and the language adopted by the City of Burien, and incorporate a new section regulating existing uses and development.

Options under the Washington Administrative Code (WAC)

Under WAC 173-26-120, Sammamish can accept Ecology's required and recommended changes, or consider alternative language. If an alternative is adopted, it needs to be sent back to Ecology for review and approval. Staff recommends that the city take advantage of this opportunity under state guidelines, and recommends that the Council consider alternatives in selected areas (such as the top five areas above) and adopt the rest of Ecology's changes where acceptable. Please see the selected excerpts from WAC 173-26 (especially the highlighted sections) attached to this memo for more details on this provision.

If no agreement with Ecology is achieved, then Ecology can deny the city's SMP and proceed with a rule-making process that would result in Ecology adopting an SMP for the city. Alternatively, if our SMP is denied, the city or a third party may file an appeal can be filed with the Growth Management Hearings Board who can hear and decide the disputed issues. Due to scheduling constraints, this memo is currently being reviewed by the City Attorney's office and additional or corrected comments will be provided to the Council on June 7th.

Staff work underway

Staff has initiated a review of Ecology's rationale for their required changes, including the scientific literature and analysis cited. The results of that work should be available in the coming days. We have also started to compile the SMP codes from our peer jurisdictions, including those that are Ecology-approved, city-adopted and still in-process, so that the public and Council can review those options. We hope to have all this information available for the June 20th City Council session.

Staff has also initiated contacts with Ecology staff to clarify their materials and confirm the process options for the City's response. Also, with your leadership, staff met with Sammamish residents and stakeholders last week and this week to understand from their perspective the issues of importance, potential alternatives and areas of agreement. Again, the key issues described herein are those that stakeholders have described in those meetings.

Proposed SMP Schedule

Staff recommends that the City Council follow the schedule below to consider the Ecology changes and potential alternatives. This schedule will get us to the 'finish line' in mid-summer.

- **June 7:** Staff report on major issues and City Council discussion/direction
- **June 20:** First Reading and open/close or continue public hearing
- **July 18:** Second Reading, re-open/close public hearing, deliberate and adopt
- **Late July:** City ordinance becomes effective, staff provide to Ecology
- **August:** Ecology review and approval

I hope this memorandum is helpful. Please let me know if you need more information or have questions. Thanks much!

WAC 173-26-120**State process for approving/amending shoreline master programs.**

Review and approval of master programs and amendments by the department shall follow the procedures set forth below:

APPROVAL:

(7) Within thirty days after receipt of the local government written response pursuant to subsection (6) of this section, the department shall make written findings and conclusions regarding the consistency of the proposal with the policy of RCW [90.58.020](#) and the applicable guidelines, provide a response to the issues identified in subsection (6) of this section and either approve the proposal as submitted, recommend specific changes necessary to make the proposal consistent with chapter [90.58](#) RCW policy and its applicable guidelines, or deny the proposal in those instances where no alteration of the proposal appears likely to be consistent with the policy of RCW [90.58.020](#) and the applicable guidelines. The written findings and conclusions shall be provided to the local government, all interested parties, tribes, and agencies of record on the proposal.

In reaching its determination of consistency with the policy of RCW [90.58.020](#) and the applicable guidelines, the department shall approve those parts of a master program relating to shorelines unless it determines that the submitted parts are not consistent with the policy of RCW [90.58.020](#) and the applicable guidelines. The department shall approve those parts of a master program relating to shorelines of statewide significance only after determining the program provides for optimum implementation of the statewide interest as set forth in the policy of RCW [90.58.020](#) and the applicable guidelines.

(a) In cases where the proposal is approved as submitted, the effective date of the approved master program or amendment shall be the date of the department's letter to local government approving the submitted master program or amendments.

(b) If the department recommends changes to the proposal, within thirty days after the department mails the written findings and conclusions to the local government pursuant to this subsection (7), the local government may:

(i) Agree to the proposed changes. Receipt by the department of the written notice of agreement from the local government shall constitute final action by the department approving the revised submittal. Written notice of the local government acceptance shall be provided by the department to all parties of record. In such cases, the effective date of the approved master program or amendment is the date the department receives from local government the written notice of agreement; or

(ii) Submit an alternative proposal. If, in the opinion of the department, the alternative is consistent with the purpose and intent of the changes originally proposed by the department in this subsection (7) and with the policy of RCW [90.58.020](#) and the applicable guidelines, it shall approve the alternative changes and provide written notice to all parties of record. In such cases, the effective date of the approved master program or amendments is the date of the department's letter to local government approving the alternative proposal.

If the department determines the alternative proposal is not consistent with the purpose and intent of the changes proposed by the department, the department may either deny the alternative proposal or at the request of local government start anew with the review and approval process beginning at WAC [173-26-120](#).

(8) A master program or amendment thereto takes effect when and in such form as it is approved or adopted by rule by the department except when appealed to the shorelines board as provided for in RCW [90.58.190](#)(4) for local governments not planning under chapter [36.70A](#) RCW. The department's approved document of record, filed at the department, constitutes the official master program.

(9) For local governments planning under chapter [36.70A](#) RCW, after final action by the department on a local government's shoreline master program or amendment the local government shall (pursuant to RCW [90.58.090](#)) promptly publish a notice that the department has taken final action on the master program or amendment. For purposes of this section, the date of publication for the master program adoption or amendment shall be the date on which the local government publishes the notice that the department has taken final action on the master program or amendment.

WAC 173-26-130

Appeal procedures for master programs.

(1) For local governments planning under chapter [36.70A](#) RCW, appeals shall be to the growth management hearings board. The petition must be filed pursuant to the requirements of RCW [90.58.190](#). The department's (ecology's) written notice of final action will conspicuously and plainly state it is the department's final decision and there will be no further modifications under RCW [90.58.090](#)(2).



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: June 2, 2011
RE: Claims for June 7, 2011

\$ 49,206.38
575,967.32

Top 5 Expense Items in Packet

Kirtley Cole	\$83,794.37	New MOC Construction
Reid Middleton	\$66,753.08	244 th Non-Motorized Improvements
King County Water & Land	\$55,968.73	2010 Correction – Labor charges
Ceccanti	\$55,797.41	244 th Improvements
Bravo Environmental	\$41,087.36	Vactoring

TOTAL: \$ 625,173.70
Check # 29281 through # 29379

Accounts Payable

Bill #1

Check Register Totals Only

User: jboss
Printed: 5/18/2011 - 3:21 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29281	05/20/2011	ALLENC	Courtney Allen	15.00	0
29282	05/20/2011	ANI	ANI Administrators NW Inc	1,788.15	0
29283	05/20/2011	BLOOMER	Cameron Bloomer	63.75	0
29284	05/20/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
29285	05/20/2011	COSTCO	Costco Wholesale	1,777.72	0
29286	05/20/2011	WAEMP	State of Wa Employment Security De	3,995.46	0
29287	05/20/2011	HOYT	Richard Hoyt	341.45	0
29288	05/20/2011	ICMA401	ICMA 401	31,363.16	0
29289	05/20/2011	ICMA457	ICMA457	8,761.69	0
				<hr/> <hr/>	
Check Total:				49,206.38	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/2/2011 - 12:03 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29290	06/07/2011	A-440	Thomas Robert	208.24	0
29291	06/07/2011	ABC	ABC Special Event Rentals	1,072.66	0
29292	06/07/2011	AKERSTRO	Deborah Akerstrom	54.97	0
29293	06/07/2011	ALPINE	Alpine Products, Inc.	250.55	0
29294	06/07/2011	AMEX	American Express	50.71	0
29295	06/07/2011	APEXPRES	Richard Miller	1,095.00	0
29296	06/07/2011	AT&TMOBI	AT&T Mobility	246.15	0
29297	06/07/2011	ATTLONG	AT&T	80.00	0
29298	06/07/2011	ATWORK	At Work!	550.00	0
29299	06/07/2011	AUDIOAM	Eddie Bishop	328.50	0
29300	06/07/2011	BACKGROU	Background Source Intl	80.00	0
29301	06/07/2011	BHC	BHC Consultants, LLC	15,850.69	0
29302	06/07/2011	BMC	BMC Select	3,322.04	0
29303	06/07/2011	BRAVO	Bravo Environmental	41,087.36	0
29304	06/07/2011	BRICKMAN	Brickman Group Ltd LLC	4,442.14	0
29305	06/07/2011	CADMAN	Cadman, Inc.	563.40	0
29306	06/07/2011	CASEENG	Case Engineering, PS	1,940.00	0
29307	06/07/2011	CECCANTI	Ceccanti, Inc	55,797.41	0
29308	06/07/2011	CERTIFIE	Certified Backflow Testing, Inc	200.00	0
29309	06/07/2011	CHANEY	Rebecca Chaney	896.50	0
29310	06/07/2011	CODEPUB	Code Publishing Inc	1,575.16	0
29311	06/07/2011	COMCAST2	COMCAST	99.95	0
29312	06/07/2011	DAILY	Daily Journal of Commerce	766.80	0
29313	06/07/2011	DEERE	John Deere Landscapes	241.15	0
29314	06/07/2011	DELL	Dell Marketing L.P.	8,731.88	0
29315	06/07/2011	DICKIN	Jeff Dickinson	162.00	0
29316	06/07/2011	EVANS	David Evans & Associates, Inc	8,106.42	0
29317	06/07/2011	EVERFORD	Evergreen Ford	3,251.60	0
29318	06/07/2011	EVERGR	Evergreen Print Solutions	491.09	0
29319	06/07/2011	EWINGIRR	Ewing Irrigation	616.14	0
29320	06/07/2011	FRONTIR2	Frontier	162.99	0
29321	06/07/2011	HAYNEEDL	Hyaneedle, Inc	2,169.90	0
29322	06/07/2011	HWA	HWA GeoSciences, Inc	1,694.84	0
29323	06/07/2011	INTEGRA	Integra Telecom	7,033.68	0
29324	06/07/2011	IPS	Integrated Print Solutions, Inc	8,054.73	0
29325	06/07/2011	ISSAQ1	Issaquah Press, Inc.	1,125.00	0
29326	06/07/2011	ISSCITY	City Of Issaquah	13,040.94	0
29327	06/07/2011	ISSTROPH	Issaquah Trophy & Awards	64.61	0
29328	06/07/2011	JACKS	Shull Gary	2,978.69	0
29329	06/07/2011	JAMES	John JAMES	252.21	0
29330	06/07/2011	KINGFI	King County Finance A/R	48.08	0
29331	06/07/2011	KINGWAT	King County Finance Water & Land E	55,968.73	0
29332	06/07/2011	KIRTLEY	Kirtley Cole	83,794.37	0
29333	06/07/2011	LAKESIDE	Lakeside Industries	2,274.11	0
29334	06/07/2011	LPD	LPD Engineering PLLC	2,668.00	0
29335	06/07/2011	MAILPO	Mail Post	152.13	0
29336	06/07/2011	MEDCO	Medco Supply Company	380.57	0
29337	06/07/2011	MINUTE	Minuteman Press	384.50	0
29338	06/07/2011	NEXTEL	Nextel Communications	4,829.05	0
29339	06/07/2011	NWCASC	Northwest Cascade, Inc.	1,024.94	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29340	06/07/2011	NWHYDRO	NW Hydroseeding	2,490.00	0
29341	06/07/2011	NWNUISAN	John R. Consolini	450.00	0
29342	06/07/2011	OER	Olympic Environmental Resource	16,881.81	0
29343	06/07/2011	OFFDEP	Office Depot	2,281.36	0
29344	06/07/2011	OILCAN	Oil Can Henry's	309.84	0
29345	06/07/2011	OTAK	Otak	554.00	0
29346	06/07/2011	PACE	Pace Engineers, Inc.	5,232.60	0
29347	06/07/2011	PINFOUND	Pin Foundations, Inc	2,049.20	0
29348	06/07/2011	PLATEAU	Plateau Motors	2,028.37	0
29349	06/07/2011	POA	Pacific Office Automation	148.76	0
29350	06/07/2011	PROPET	Pro Pet Distributors, Inc	2,300.04	0
29351	06/07/2011	PSE	Puget Sound Energy	22,960.87	0
29352	06/07/2011	PSF	PSF Mechanical Inc	1,642.50	0
29353	06/07/2011	PUGETSOU	Puget Sound Bank	4,009.30	0
29354	06/07/2011	QWEST	QWEST	440.91	0
29355	06/07/2011	RED-E	Red-E Topsoil	6,701.40	0
29356	06/07/2011	REDSIGNS	Redmond Signs	534.25	0
29357	06/07/2011	REIDMID	Reid Middleton, Inc	66,753.08	0
29358	06/07/2011	SAM	Sammamish Plateau Water Sewer	1,086.31	0
29359	06/07/2011	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	0
29360	06/07/2011	SEATIM	Seattle Times	1,029.36	0
29361	06/07/2011	SEQUOYAH	Sequoyah Electric, LLC	221.06	0
29362	06/07/2011	SERVICE	Service Paper Co	2,306.63	0
29363	06/07/2011	SERVICEP	Service Plumbing & Heating	235.00	0
29364	06/07/2011	SHERMAN	Sherman Clay & Co	750.07	0
29365	06/07/2011	SIMPLEME	Simple Measures	2,000.00	0
29366	06/07/2011	SMS	SMS Cleaning, Inc	8,628.75	0
29367	06/07/2011	SPRAGUE	SPRAGUE	91.98	0
29368	06/07/2011	SPRINT	Sprint	50.00	0
29369	06/07/2011	STAPLES	Staples Advantage	92.38	0
29370	06/07/2011	TCF	TCF Architecture	27,271.71	0
29371	06/07/2011	TLC	Total Landscape Corp	18,934.24	0
29372	06/07/2011	UNITRENT	United Rentals NW, Inc	1,932.36	0
29373	06/07/2011	VERIZON	Verizon Wireless	83.71	0
29374	06/07/2011	VOYAGER	Voyager	6,733.29	0
29375	06/07/2011	WAAUDIT	Wa State Auditor's Office	17,440.02	0
29376	06/07/2011	WALIC	Wa State Dept of Licensing	9.00	0
29377	06/07/2011	WATERSH	The Watershed Company	1,428.55	0
29378	06/07/2011	WAWORK	Washington Workwear Stores Inc	1,743.84	0
29379	06/07/2011	WED	Western Equipment Distributors	870.19	0
				575,967.32	
Check Total:					



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: May 25, 2011

Originating Department: Parks and Recreation

Clearances:

<input type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" 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 type="checkbox"/> Public Works

Subject: Resolution to appoint members to the 2011-12 Sammamish Youth Board

Action Required: Approve resolution appointing the 2011-12 Youth Board members

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: The City of Sammamish is committed to providing a voice for local youth and teens. As a goal of the City Council, the Sammamish Youth Board (SYB) was created to be that voice and give youth a chance to assist in the development of community programs and services.

Sixty one area youth applied for positions on the 2011-2012 Youth Board. All applications were reviewed and evaluated by staff and the seven-member leadership committee of the current youth board. These applications are available for review. The recommendation is to accept all the interested applicants as every application reviewed was of good quality and as a whole, provide a broad representation of Sammamish youth from both school districts within the city.

Background:

City Council appoints new SYB members each June for the upcoming school year.

Financial Impact:

Our Recreation Coordinator, Lynne Handlos, supervises the Sammamish Youth Board. The operational budget for the SYB is comprised of funds from the Recreation division, Youth Board fundraising efforts, and program fees.

Recommended Motion:

Approve the resolution and appoint the recommended Sammamish youth and teens to the 2011-2012 Sammamish Youth Board.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO.R2011-**

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

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

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

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

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

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

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

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 61 students to the 2011-2012 Sammamish Youth Board:

Sanchita Galgalikar	Beaver Lake	8
Swapna Vasudevan	Beaver Lake	8
Alexander Tsai	Pine Lake	7
Nihar Mahajan	Pine Lake	8
Gordon Hu	Pine Lake	8
Sophia Hu	Pine Lake	8
Lindsey Kirkbride	Forest Ridge	9
Zina Kurian	Eastside Catholic	11

Exhibit 1

Shreya Tewari	Eastside Catholic	10
Jiarun Sun	ICS	9
Nikhila Iyer	ICS	8
Aditi Renganathan	ICS	10
Mia Richards	ICS	8
Joey Senegor	IJH	9
Kate Holzhauer	IJH	8
Cody Sheffels	IJH	9
Angela Zou	IJH	8
Michael Jors	IJH	7
William Cooper	IJH	9
Akanksha Bawa	IJH	8
Aneesha Nanda	IJH	8
Andrew Lam	IJH	9
Kimaya Rane	IJH	9
Shabina Rayan	IJH	8
Teddy Hung	IJH	9
Ajay Palekar	Eastlake	10
Arnavi Chheda	Eastlake	11
Jennifer McGinty	Eastlake	10
Rachel Vickers	Eastlake	11
Marisa Katagiri	Eastlake	10
Haley Bates	Eastlake	10
Fortune Rodriguez	Eastlake	10
Connor Blanchard	Eastlake	10
Sebastian Perez	Eastlake	10
Felipe Concha	Eastlake	10
Tyler Gaffney	Eastlake	10
Tucker Cole	Eastlake	11
Kelsey Nyce	Eastlake	10
Cecilia Martin	Eastlake	10
Wendie Yeung	Eastlake	10
Jessica Johnson	Eastlake	10
Alaina Hartley	Eastlake	10
Akaash Nanda	Eastlake	11
Sharada Rayan	Eastlake	10
Grace Hung	Eastlake	11
Heather Chan	Eastlake	11
Sawyer Hindle	Eastlake	10
Josh Rodney	Eastlake	10
Ryan Teasell	Eastlake	10
Kazue Yoshida	Eastlake	10

Exhibit 1

Shaina Ma	Skyline	9
Sanjana Galgalikar	Skyline	10
Zhanna Voloshina	Skyline	9
Supriya Dublish	Skyline	11
Abhishek Joshi	Skyline	9
Jordan Rabold	Skyline	10
Sampurna Basu	Skyline	9
Henry Qin	Skyline	11
Ashwin Rao	Skyline	10
Amy Bearman	Skyline	11
Laura Delgado	Skyline	11

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

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

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE _____ DAY OF JUNE 2011.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

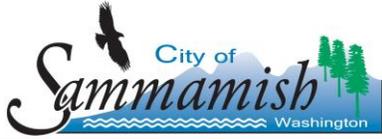
Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 25, 2011
Passed by the City Council:
Resolution No.:



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: June 1, 2011

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 14th Dr Neighborhood Traffic Management Program (NTMP) Project
Contract #C2010-180
Final Project Acceptance

Action Required: Adopt the attached resolution accepting the NE 14th Dr Neighborhood traffic Management Program (NTMP) Project as completed.

Exhibits:

1. Final Contract Voucher Certificate
2. Resolution of Project Acceptance

Budget: This project is funded through the adopted 2010 Neighborhood Capital Improvement (340-117-595-30-63-00) and Intersection Improvement Program (340-115-595-30-63-00) budgets. A total of \$190,124 from these two CIP funds was allocated for this project.

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project specifications and plans approved by the City Engineer. This project provided for the construction of Neighborhood Traffic Management Program Phase II measures (including 10 rain garden sidewalk curb extensions, a traffic circle, traffic control signage, and pavement markings). The project limits are from 220th PI NE to 228th Ave NE on the NE 12th PI/NE 14th Dr corridor.

This project was completed on time and within the budgeted amount for construction. The final construction contract amount was \$132,707. There were no liquidated damages were assessed against the contractor. The recommended action approves the final contract amount and constitutes the final acceptance of the work by the project contractor, Construct Company, LLC of Sumner, Washington.

Background:

Council authorized the City Manager to award and execute a Small Works Construction Contract with Construct Company LLC for construction of NE 14th Dr Neighborhood Traffic Management Project at the December 14, 2010 meeting. The work began in February 2011 and was substantially completed by April 20, 2011. The design and construction management for this project were completed in house by City staff.



City Council Agenda Bill

Financial Impact:

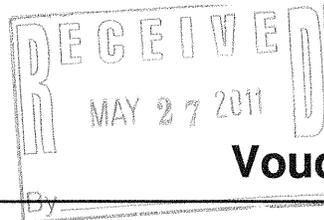
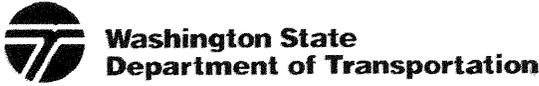
The completed improvements were constructed within the project budget.

Summary of Budget and Actual Expenditures:

Fund	Budget	Actual
Neighborhood Capital Improvement (340-117-595-30-63-00):	\$47,530	\$39,812.13
Intersection Improvement Program (340-115-595-30-63-00):	\$142,594	\$92,894.99
Total	\$190,124	\$132,707.12

Recommended Motion:

Approve the final contract amount with Construct Company, LLC of Sumner, Washington, for the base amount of \$158,443.90, plus bid item quantity increases and decreases which resulted in a final contract amount of \$132,707.12, accept construction of NE 14th Dr NTMP Project and adopt Resolution No. R2011 - _____ accepting the project as completed as of June 7, 2011.

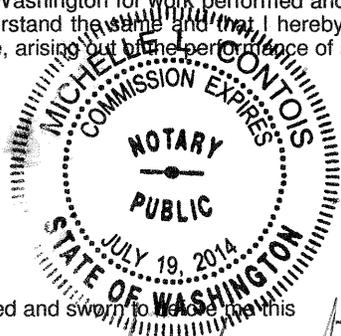


Final Contract Voucher Certificate

Contractor <u>Construct Company LLC</u>			
Street Address <u>1621 PEASE AVE</u>			
City <u>SUMNER</u>	State <u>WA</u>	Zip <u>98390</u>	Date <u>5/23/11</u>
State Project Number	Federal-Aid Project Number	Highway Number	
Contract Title <u>NE 14TH Dr. Neighborhood Traffic Management Project</u>			
Date Work Physically Completed <u>4/20/11</u>		Final Amount <u>\$ 132,707.13</u>	

Contractor's Certification

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



X [Signature]
Contractor Authorized Signature Required
L. Troy MORSE
Type Signature Name

Subscribed and sworn to before me this 25th day of May 20 11

X [Signature] Notary Public in and for the State of Washington
residing at 17604 108th AVE SE Renton, WA 98058

Department of Transportation Certification

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

Approved Date 5/31/11

X [Signature], Steven Chen Project Engineer / Project Administrator
X [Signature] Regional Administrator, Area Administrator, or Facilities Administrator Life Engineer

Headquarters Use Only

Secretary of Transportation hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract provisions.

X _____ Secretary of Transportation/or Designee
_____ Date of Acceptance

This Final Contract Voucher Certification is to be prepared by the Project Engineer or Project Administrator and the original forwarded to Olympia Headquarters for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Original to: State Construction Office
Copies by State Accounting Office, Contract Payments to: Region Project Engineer or Project Administrator Contractor

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011- _____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE NE 14th Dr NEIGHBORHOOD
TRAFFIC MANAGEMENT PROGRAM PROJECT AS
COMPLETE.**

WHEREAS, at the Council meeting of December 14, 2010 the City Council authorized award of the construction contract for the NE 14th Dr NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PROJECT ; and

WHEREAS, the City Manager entered into Contract #C2010-180 for construction of the NE 14th Dr NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PROJECT with Consturct Company LLC., on December 15, 2010; and

WHEREAS, the project was substantially completed by the contractor on April 20, 2011; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the NE 14th Dr NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PROJECT as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the appropriate Washington State Agencies.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 7TH DAY OF JUNE, 2011.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

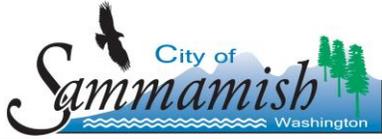
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 1, 2011
Passed by the City Council: June 7, 2011
Resolution No.: R2011-_____



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: May 31, 2011

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: 2011 Pavement Program - Overlays

Action Required: Authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the 2011 pavement overlay.

Exhibits:

1. Project Bid Tab
2. Overlay Vicinity Map

Budget: Roadway – Overlay Program (101-000-542-30-48-51)
2011 Approved Budget: \$3,000,000.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with Lakeside Industries Inc., the lowest responsible bidder, for construction of the 2011 Pavement Program – Overlays for arterial and local streets.

Background:

The streets were selected based on engineering judgment and data records created through the City's on-going pavement management program. This project provides for pavement preservation through localized pavement patching and Hot Mix Asphalt (HMA) overlays. The project includes some areas of local streets that may be added to the contract by change order.

The bids for this year overlay project were lower than expected. Because of this there is approximately \$400,000 of the budget unallocated. Staff is developing a presentation to present options at the June 7th Council meeting for an additional overlay contract.

Financial Impact:

Staff anticipates that this work will be performed within budget.

Program Budget (101-000-542-30-48-51)	\$ 3,000,000.00
Lakeside Industries Bid Amount	\$ (1,614,424.80)
15% Allowance for additional streets	\$ (242,163.72)
10% Construction Contingency	\$ (161,442.48)
Material & Compaction Testing	\$ (40,000.00)
Remaining Unapproved Budget	\$ 941,969.00

Remaining allocated but unapproved budget

Pavement Analysis (Major Streets)	\$ (20,000.00)
NE 244th Overlay (8th to 22nd)	\$ (300,000.00)
Patching Contract	\$ (120,000.00)
Crack Seal Contract	\$ (80,000.00)
Other (Survey, Wetland, ROW, etc.)	\$ (20,000.00)
Remaining Unallocated	\$ 401,969.00

Recommended Motion:

Move to authorize the City Manager to award and execute a contract for the 2011 Pavement Program - Overlays the lowest responsible bidder for the amount of the contractor's bid price, to administer a 10% contingency, and to authorize an allowance of up to 15% for additional streets as allowed for in the contract bid documents.

Exhibit 1

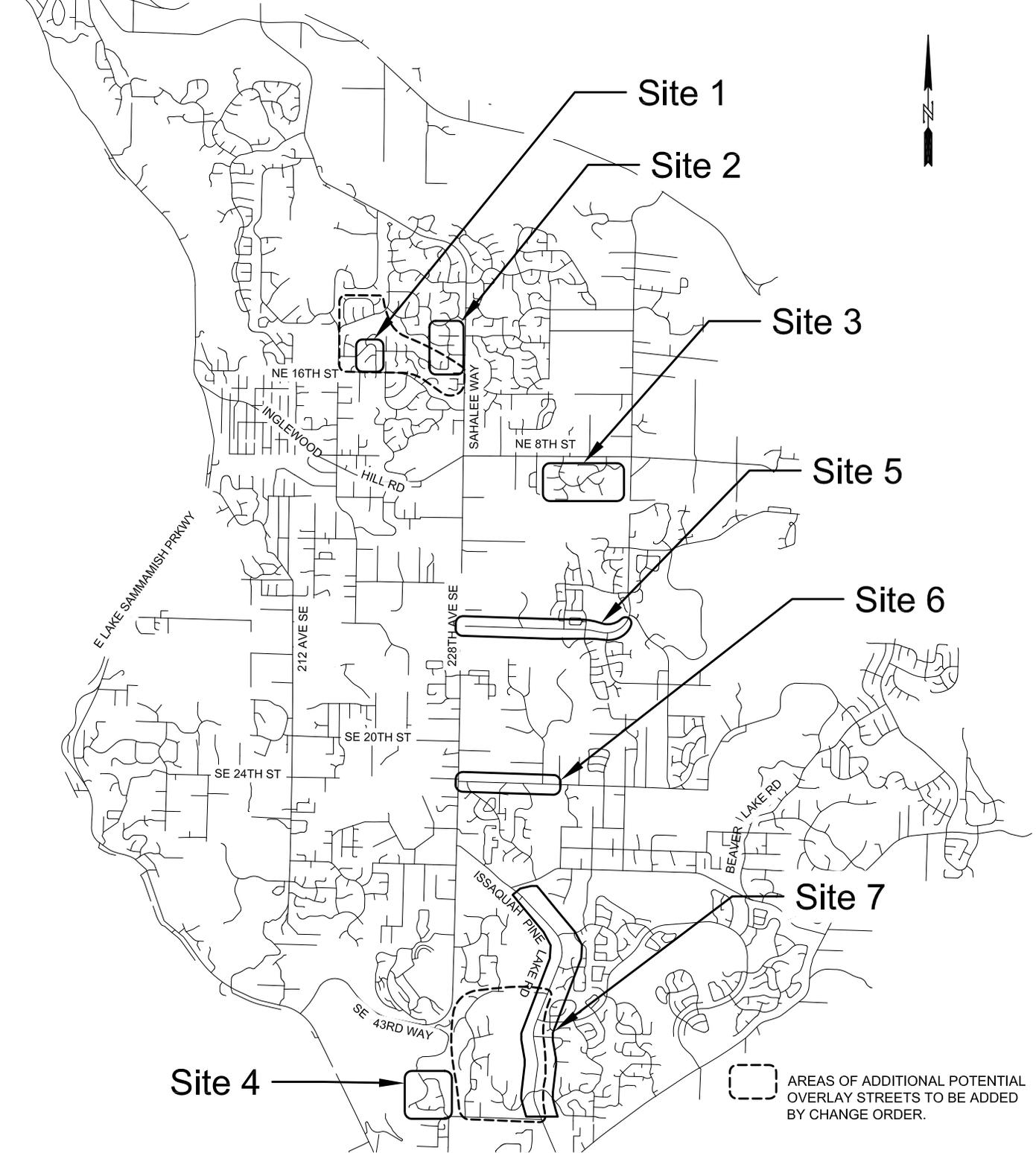
City of Sammamish Bid Tab for 2011 Pavement Program - Overlays Bid Opening: Thursday, May 26, 2011

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	1	L.S.	\$ 101,000.00	\$ 101,000.00	\$ 60,000.00	\$ 60,000.00	\$ 46,400.00	\$ 46,400.00
2	SHOULDER PREPARATION ()	2.7	MILE	\$ 4,500.00	\$ 12,150.00	\$ 900.00	\$ 2,430.00	\$ 4,600.00	\$ 12,420.00
3	REMOVE AND REPLACE CEMENT CONC. SIDEWALK ()	52	L.F.	\$ 55.00	\$ 2,860.00	\$ 45.00	\$ 2,340.00	\$ 40.00	\$ 2,080.00
4	REMOVE AND REPLACE EXTRUDED CURB ()	1060	L.F.	\$ 8.00	\$ 8,480.00	\$ 8.00	\$ 8,480.00	\$ 8.00	\$ 8,480.00
5	REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER ()	126	L.F.	\$ 50.00	\$ 6,300.00	\$ 20.00	\$ 2,520.00	\$ 40.00	\$ 5,040.00
6	REMOVING PLASTIC LINE (0190)	1845	L.F.	\$ 3.00	\$ 5,535.00	\$ 0.25	\$ 461.25	\$ 0.80	\$ 1,476.00
7	REMOVING PLASTIC TRAFFIC MARKING (0200)	52	EACH	\$ 50.00	\$ 2,600.00	\$ 20.00	\$ 1,040.00	\$ 38.00	\$ 1,976.00
8	REMOVING PLASTIC CROSSWALK LINE (0204)	395	S.F.	\$ 0.50	\$ 197.50	\$ 1.50	\$ 592.50	\$ 1.40	\$ 553.00
9	REMOVING RAISED PAVEMENT MARKER (0208)	6.3	HUND	\$ 150.00	\$ 945.00	\$ 310.00	\$ 1,953.00	\$ 67.00	\$ 422.10
10	REMOVING MISCELLANEOUS TRAFFIC ITEM ()	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
11	HMA SHOULDER BASE COURSE EXCAVATION INCL. HAUL ()	1740	S.Y.	\$ 15.00	\$ 26,100.00	\$ 8.15	\$ 14,181.00	\$ 8.45	\$ 14,703.00
12	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	5230	S.Y.	\$ 15.00	\$ 78,450.00	\$ 4.25	\$ 22,227.50	\$ 9.10	\$ 47,593.00
13	HMA BASE COURSE EXCAVATION INCL. HAUL ()	7075	S.Y.	\$ 15.00	\$ 106,125.00	\$ 5.45	\$ 38,558.75	\$ 5.30	\$ 37,497.50
14	SHOULDER FINISHING ()	4.5	MILE	\$ 6,000.00	\$ 27,000.00	\$ 2,210.00	\$ 9,945.00	\$ 4,500.00	\$ 20,250.00
15	ANTI-STRIPPING ADDITIVE (5334)	1845	CALC	\$ 14,960.00	\$ 27,000.00	CALC.	\$ 14,960.00	CALC.	\$ 14,960.00
16	CRACK SEALING (5703)	EST	EST.	\$ 15,000.00	\$ 15,000.00	EST.	\$ 15,000.00	EST.	\$ 15,000.00
17	PLACING BITUMINOUS PAVEMENT (5711)	16296	S.Y.	\$ 2.75	\$ 44,814.00	\$ 2.25	\$ 36,666.00	\$ 2.40	\$ 39,110.40
18	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22 (5717)	642	TON	\$ 90.00	\$ 57,780.00	\$ 72.00	\$ 46,224.00	\$ 75.85	\$ 48,695.70
19	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22 (5739)	1052	TON	\$ 120.00	\$ 126,240.00	\$ 72.00	\$ 75,744.00	\$ 86.00	\$ 90,472.00
20	HMA FOR SHOULDER BASE COURSE CL. 1/2 IN. PG 64-22 ()	1740	S.Y.	\$ 31.00	\$ 53,940.00	\$ 15.50	\$ 26,970.00	\$ 22.80	\$ 39,672.00
21	HMA BASE COURSE CL. 1/2 IN. PG 64-28 ()	1805	TON	\$ 74.00	\$ 118,770.00	\$ 72.00	\$ 115,560.00	\$ 70.35	\$ 112,911.75
22	HMA CL. 1/2 IN. PG 64-22 (5767)	11660	TON	\$ 75.00	\$ 874,500.00	\$ 72.00	\$ 839,520.00	\$ 69.70	\$ 812,702.00
23	HMA THICKENED EDGE ()	315	L.F.	\$ 3.00	\$ 945.00	\$ 2.00	\$ 630.00	\$ 1.00	\$ 315.00
24	ASPHALT COST PRICE ADJUSTMENT (5837)	CALC	CALC.	\$ 7,200.00	\$ 7,200.00	CALC.	\$ 7,200.00	CALC.	\$ 7,200.00
25	INLET PROTECTION (6471)	155	EACH	\$ 50.00	\$ 7,750.00	\$ 55.00	\$ 8,525.00	\$ 35.00	\$ 5,425.00
26	FLEXIBLE GUIDE POST (6832)	45	EACH	\$ 10.00	\$ 450.00	\$ 60.00	\$ 2,700.00	\$ 58.00	\$ 2,610.00
27	PAINT LINE (6806)	27016	L.F.	\$ 0.20	\$ 5,403.20	\$ 0.12	\$ 3,241.92	\$ 0.11	\$ 2,971.76
28	PAINTED WIDE LINE (6817)	34692	L.F.	\$ 0.25	\$ 8,673.00	\$ 0.14	\$ 4,856.88	\$ 0.14	\$ 4,856.88
29	PLASTIC WIDE LINE (6818)	2098	L.F.	\$ 5.00	\$ 10,490.00	\$ 0.80	\$ 1,678.40	\$ 0.80	\$ 1,678.40
30	PLASTIC CROSSWALK LINE (6857)	1235	S.F.	\$ 4.00	\$ 4,940.00	\$ 2.80	\$ 3,458.00	\$ 2.77	\$ 3,420.95
31	PLASTIC STOP LINE (6859)	314	L.F.	\$ 5.00	\$ 1,570.00	\$ 3.40	\$ 1,067.60	\$ 3.37	\$ 1,058.18
32	PLASTIC TRAFFIC ARROW (6833)	55	EACH	\$ 100.00	\$ 5,500.00	\$ 47.00	\$ 2,585.00	\$ 47.00	\$ 2,585.00
33	PLASTIC BICYCLE LANE SYMBOL (6867)	23	EACH	\$ 125.00	\$ 2,875.00	\$ 50.00	\$ 1,150.00	\$ 50.00	\$ 1,150.00
34	PAINTED TRAFFIC LETTER (6870)	13	EACH	\$ 125.00	\$ 1,625.00	\$ 8.00	\$ 104.00	\$ 8.00	\$ 104.00
35	RAISED PAVEMENT MARKER TYPE 2 (6884)	10.5	HUND	\$ 400.00	\$ 4,200.00	\$ 340.00	\$ 3,570.00	\$ 340.00	\$ 3,570.00
36	REPLACE INDUCTION LOOP VEHICLE DETECTOR ()	30	EACH	\$ 800.00	\$ 24,000.00	\$ 440.00	\$ 13,200.00	\$ 450.00	\$ 13,500.00
37	PORTABLE CHANGEABLE MESSAGE SIGN ()	60	DAY	\$ 100.00	\$ 6,000.00	\$ 100.00	\$ 6,000.00	\$ 85.00	\$ 5,100.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 6,500.00	\$ 6,500.00	\$ 16,800.00	\$ 16,800.00
39	FLAGGERS AND SPOTTERS (6980)	1800	HR	\$ 50.00	\$ 90,000.00	\$ 44.50	\$ 79,900.00	\$ 47.35	\$ 85,230.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	1	L.S.	\$ 26,000.00	\$ 26,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,100.00	\$ 15,100.00
41	LICENSED SURVEYING (7040)	EST	EST.	\$ 5,000.00	\$ 5,000.00	EST.	\$ 5,000.00	EST.	\$ 5,000.00
42	ADJUST MONUMENT CASE AND COVER (7380)	97	EACH	\$ 300.00	\$ 29,100.00	\$ 250.00	\$ 24,250.00	\$ 300.00	\$ 29,100.00
43	ADJUST MANHOLE (3080)	91	EACH	\$ 500.00	\$ 45,500.00	\$ 325.00	\$ 29,625.00	\$ 395.00	\$ 36,145.00
44	ADJUST CATCH BASIN (3100)	21	EACH	\$ 500.00	\$ 10,500.00	\$ 150.00	\$ 3,150.00	\$ 395.00	\$ 8,295.00
45	ADJUST VALVE BOX ()	118	EACH	\$ 300.00	\$ 35,400.00	\$ 220.00	\$ 25,960.00	\$ 300.00	\$ 35,400.00
46	FORCE ACCOUNT ()	1	EST.	\$ 15,000.00	\$ 15,000.00	EST.	\$ 15,000.00	EST.	\$ 15,000.00
47	MINOR CHANGE (7728)	1	CALC	\$ 15,000.00	\$ 15,000.00	CALC.	\$ 15,000.00	CALC.	\$ 15,000.00

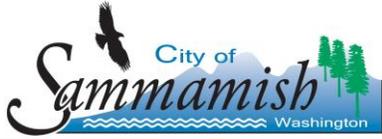
TOTAL CONSTRUCTION COST

\$ 2,100,067.70 \$ 1,614,424.80 \$ 1,681,429.62

2011 Pavement Program - Overlays Vicinity Map



CITY OF SAMMAMISH DEPARTMENT OF PUBLIC WORKS		2011 PAVEMENT PROGRAM – OVERLAYS VICINITY MAP		
REV		DWN JG	SCALE N.T.S.	DATE 5/5/11
				SHEET 2



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: May 31, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: On-Call consultant contract for geotechnical professional services.

Action Required: Authorize the City Manager to execute a contract with HWA GeoSciences, Inc. for on-call geotechnical work in the amount of \$125,000.

Exhibits: 1. Contract

Budget: An allocation for geotechnical services is included in each capital project budget. Geotechnical services for non-capital projects will be billed to the respective professional services budgets for each Department.

Summary Statement:

This is a contract with HWA GeoSciences, Inc. to provide on-call geotechnical engineering services. The 3-year on-call contract, ending December 31, 2014, will provide services related to geotechnical investigation, analysis and testing for a variety of Parks and Public Works projects.

Staff solicited proposals for geotechnical engineering services through the eCityGov Shared Procurement Portal. Based on the previous experience with the City, qualifications of the staff, and the ability to meet individual project timelines, HWA GeoSciences was selected for on-call services.

Background:

Geotechnical services are required for a number of projects, including capital projects and in-house maintenance projects. Prior to utilizing on-call contracts, staff had to issue a separate contract for each project requiring geotechnical support, resulting in a number of "smaller" contracts throughout the year. Utilizing on-call contract for geotechnical services provides access to these specialized services when needed in an efficient manner. Based on the success of the previous on-call contract and the ongoing need for these services, staff believe that an on-call contract for geotechnical services is the best solution.

The scope of work for this contract includes geotechnical investigation, design and analysis, soils and materials inspection and testing, geotechnical specification development and peer review. In general, the Parks and Recreation and Public Works Departments will work with the selected firm on a project-by-project basis to determine the types of services required for each project.



City Council Agenda Bill

Specific Project Requiring Geotechnical Services

This contract will be shared between the Parks and Recreation Department and the Public Works Department to provide geotechnical consultant services on a various approved projects such as Evans Creek Preserve Phase 1, Sammamish Landing Modified Phase 1, the Boys and Girls Club Recreation Center, the Community Center site investigation, 244th NE Ave Non-Motorized Improvements, the King County Sheriff's Office Parking Expansion Project and the 2011 Pavement Overlay Project.

Evaluation Process

An internal staff team reviewed five Scope of Qualifications (SOQ) from the online shared procurement portal roster. All SOQ's were evaluated based on management experience, team experience, available testing facilities and references. After an extensive evaluation, team discussion and confirmation with the consultant on availability, HWA GeoSciences Inc. was selected as the on-call geotechnical consultant.

Financial Impact:

The total contract amount is not to exceed \$125,000. This amount will be covered within the existing Council approved budget amounts for the various capital improvement projects under which work is expected to be performed. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

Authorize the City Manager to execute a contract in the amount of \$125,000 with HWA GeoSciences, Inc., for on-call geotechnical professional services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: HWA GeoSciences Inc.

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

A sum not to exceed \$125,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending 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 sole negligence of the City.

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

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 HWA GeoSciences Inc.
Contact Name Ralph N. Boirum, P.E.
Street Address 21312 30th Drive SE, Suite 110
City, State Zip Bothell, Washington 98021-7010
Phone Number 425.774.0106
Email rboirum@hwageo.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: Ralph N. Boirum

Title: City Manager

Title: Principal

Date: _____

Date: 5/26/2011

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit 1

EXHIBIT B Scope of Work

Geotechnical Engineering Services

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to Geotechnical Engineering as herein defined and necessary to accomplish individual tasks (Task Orders”) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY’S and CONSULTANT’S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Geotechnical, Geological, or Hydro-geological investigation
- Geotechnical, Geological, or Hydro-geological peer review
- Geotechnical, Geological, or Hydro-geological analysis and reports
- Geotechnical design
- Geotechnical feasibility studies
- Soil testing
- Material testing
- Specification development
- Retaining wall feasibility, recommendations, and/or design
- Other related work requested by the CITY

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

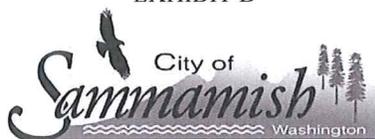
1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT’S submittal for any work requested, or at the CITY’S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

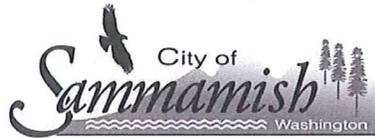
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-114260

Social Security No.: _____

Print Name: Ralph N. Boirum, P.E.

Title: Principal

Business Name: HWA GeoSciences Inc.

Business Address: 21312 30th Drive SE, Suite 110, Bothell, WA 98021-7010

Business Phone: 425.774.0106

MAY 26, 2011
Date


Authorized Signature (Required)

EXHIBIT D

HWA GeoSciences Inc.

Title	Range of Rates		O/H		Profit		Range of Billing Rates	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Principal	\$64.90	\$97.26	\$119.80	\$179.53	\$27.70	\$41.52	\$212.40	\$318.31
Senior Geologist/Environmental Planner	\$55.00	\$55.53	\$101.52	\$102.50	\$23.48	\$23.70	\$180.00	\$181.74
Senior Geologist/Hydrogeologist	\$42.31	\$42.31	\$78.10	\$78.10	\$18.06	\$18.06	\$138.47	\$138.47
Geologist/Hydrogeologist IV	\$30.77	\$33.89	\$56.80	\$62.56	\$13.14	\$14.47	\$100.70	\$110.91
Geologist I_III	\$22.84	\$27.64	\$42.16	\$51.02	\$9.75	\$11.80	\$74.75	\$90.46
Senior Engineer (VIII)	\$67.31	\$67.31	\$124.25	\$124.25	\$28.73	\$28.73	\$220.29	\$220.29
Engineer VI	\$48.08	\$53.85	\$88.75	\$99.40	\$20.52	\$22.99	\$157.36	\$176.24
Engineer IV - V	\$43.27	\$45.43	\$79.87	\$83.86	\$18.47	\$19.39	\$141.61	\$148.68
Engineer II - III	\$32.69	\$36.05	\$60.34	\$66.54	\$13.95	\$15.39	\$106.99	\$117.98
Engineer I	\$25.83	\$25.83	\$47.68	\$47.68	\$11.03	\$11.03	\$84.54	\$84.54
Lab/Field Technician Manager	\$31.25	\$36.06	\$57.68	\$66.56	\$13.34	\$15.39	\$102.27	\$118.02
Lab/Field Technician IV	\$25.24	\$26.92	\$46.59	\$49.69	\$10.77	\$11.49	\$82.61	\$88.10
Lab/Field Technician II-III	\$20.43	\$21.97	\$37.71	\$40.55	\$8.72	\$9.38	\$66.86	\$71.90
Lab/Field Technician I	\$16.59	\$16.83	\$30.62	\$31.07	\$7.08	\$7.18	\$54.30	\$55.08
CAD	\$21.63	\$21.63	\$39.93	\$39.93	\$9.23	\$9.23	\$70.79	\$70.79
Administrative Support	\$20.43	\$24.52	\$37.71	\$45.26	\$8.72	\$10.47	\$66.86	\$80.25

Overhead Rate = 184.59%

Service Fee = 15.00%

Raw Labor & Overhead Costs



STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective January 1, 2011, and are subject to change without notice.

HWA GeoSciences Inc. holds accreditations from both the American Association of State Highway and Transportation Officials (AASHTO R-18) and American Association for Laboratory Accreditation (A2LA). We participate in the sample proficiency program from AMRL for soil classification, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and compaction; and CCRL for concrete.

PROFESSIONAL SERVICES

Request a schedule for labor rates.

EXPENSES

All Outside Expenses (ie, airfare, subsistence, equipment rental, materials, reproduction, etc.)	Cost plus 10%
Drilling and Chemical Laboratory Subcontractors....	Cost plus 15%
Mileage (per mile)	Current IRS Rate
Tests conducted on contaminated soils.....	Cost plus 20%
Project Sample Storage Beyond 30 Days from Final Report	
Per month.....	\$100.00

LABORATORY TESTS

Soil Laboratory Tests

All contaminated soils will be returned to client for disposal.

Atterberg Limits

Liquid Limit and Plastic Limit (ASTM D 4318)	
One Point	\$95.00
Three Point	\$135.00

California Bearing Ratio (ASTM D 1883)

(Requires Moisture/Density Relationship Test)

One Point.....	\$200.00
Three Point.....	\$525.00

Consolidation Test Incremental Loading (ASTM D 2435)

9 Loads, 0.125 TSF to 32 TSF, 4 Unloads.....	\$550.00
Each Additional Load	\$45.00

Consolidation Test, Controlled Strain (ASTM D 4186).....

Grainsize Analysis

Combined Analysis (ASTM D 422).....	\$210.00
Hydrometer Analysis (ASTM D 422)	\$170.00
Passing #200 Sieve (ASTM D 1140).....	\$55.00
PSEP Particle Size (Less than 4 Phi).....	\$170.00
Sieve Analysis-Wet (ASTM D 422).....	\$90.00

Moisture/Density Relationship

Proctor - Cohesive (ASTM D 698, D 1557).....	\$215.00
Proctor - Granular (ASTM D 698, D 1557).....	\$190.00

Moisture Content w/Description

One-Dimensional Swell (ASTM D 4546)

Organic Content Test (ASTM D 2974)

Permeability Tests

Permeability of Granular Soils (ASTM D 2434)	\$275.00
Falling Head Test (WSDOT 605).....	\$250.00
Triaxial with Back Pressure	
2 days (ASTM D 5084)	\$450.00
Each additional day.....	\$150.00
Triaxial with Back Pressure	
(6-inch diameter) (ASTM D 5084).....	\$525.00

LABORATORY TESTS (Continued)

Permeability Tests (con't)

Estimate of Effective Porosity.....	\$545.00
Field Capacity (sand)	\$195.00
Sand Drainage Characteristic Curve.....	\$375.00
Relative Density (ASTM D 4253 / D 4254)	\$350.00
Shelby Tube Extrusion and Sample Description	\$35.00
Soil Resistivity and pH (WSDOT 417).....	\$90.00
pH Only	\$35.00
Resistivity Only	\$65.00
Specific Gravity Test (ASTM D 854).....	\$80.00

Strength Testing

Direct Shear Strength (per point) (ASTM D 3080)	\$130.00
Direct Shear Strength - 12" box (per point)	\$150.00
Residual Shear (per point).....	\$135.00
Triaxial (c-u) (ASTM D 4767).....	\$525.00
with K_0 Consolidation.....	\$750.00
Stress Path Tests.....	\$650.00
Triaxial (u-u) (ASTM D 2850)	\$210.00
Multi-Stage Triaxial (c-u or c-d)	\$1,200.00
Unconfined Compressive Strength (ASTM D 2166)....	\$100.00
Modulus and Dampening of Soils under	
Cyclic Loading (ASTM D 3999).....	\$750.00
Resilient Modulus of Base/Subgrade (AASHTO T296)	\$500.00

Unit Weight

Cohesive Soil by Waxing (USCOE)	\$90.00
Percent of Solids Calculation.....	\$16.00
Porosity (incl. specific gravity/unit weight).....	\$100.00
Soil in Ring (ASTM D 2937)	\$38.00
Bulk Density of Solid Waste (ASTM E 1109)	\$40.00
Soil in Shelby Tube (ASTM D 2937)	\$45.00

Visual Soil Classification

Aggregate Quality Tests

Clay Lumps and Friable Particles (ASTM C 142).....	\$90.00
Degradation Test (WSDOT 113).....	\$200.00
Fracture Face Count (without sieve) (WSDOT 103).....	\$40.00
Grain Size (ASTM C 136, C 117).....	\$90.00
Los Angeles Abrasion (ASTM C 131, C 535).....	\$180.00
Organic Impurities (ASTM C 40).....	\$65.00
Percentage of Material Passing #200 Sieve (ASTM C 117) ...	\$55.00
Sand Equivalent (ASTM C 2419)	\$80.00
Soundness Using $MgSO_4$ (ASTM C 88).....	\$375.00
Specific Gravity Test	
Coarse Aggregate (ASTM C 127)	\$70.00
Fine Aggregate (minus #4 mesh) (ASTM C 128).....	\$80.00
Unit Weight by Dry Rodding (ASTM C 29).....	\$60.00

STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective January 1, 2011, and are subject to change without notice.

Concrete and Masonry Tests

Compression Testing of Concrete Cores (includes trimming) (ASTM C 42, C 513)	\$90.00
Compression Testing of Concrete Cylinders (ASTM C 39)	\$25.00
Compression Testing of Grout and Mortar Specimens (per specimen) (UBC 21-18, 21-16)	\$18.00
Concrete Beam Flexural Strength Test (ASTM C 78)	\$90.00
Concrete Cylinder Molds	\$2.50
Concrete Cylinders Sampled and Cured (not tested)	\$25.00
Concrete Mix Design (fixed gradation)	\$2,000.00
Density Test	
Concrete Cylinders	\$35.00
Light Weight Concrete Cylinders	\$80.00
End Trimming of Samples (if needed)	\$20.00
Splitting Tensile Strength Test (ASTM C 496)	\$85.00
Shotcrete Panel (cut three cores and compression test)	\$300.00

Geosynthetics Tests

Geomembrane to Soil Shear (per point) (ASTM D 5321)	\$225.00
Shear/Peel Strength Test (ASTM D 4437)	\$125.00

Asphaltic Concrete Tests

Asphaltic Concrete Mix Design (Marshall Method)	\$2,400.00
Bitumen Content by Extraction	
Extraction only (ASTM D 6307)	\$90.00
with Gradation (ASTM D 5444, D 6307)	\$145.00
Bulk Specific Gravity and Density - SSD Method (per specimen) (ASTM D 2726)	\$45.00
Bulk Specific Gravity and Density - Wax Method (per specimen) (ASTM D 1188)	\$70.00
Marshall Stability and Flow Determination (3 specimens) (ASTM D 6927)	\$425.00
Percent Air Voids in Compacted or Open Bituminous Mixtures (ASTM D 3203)	\$150.00
Rice Density (WSDOT 705)	\$90.00
TSR	\$600.00

Rock Tests

Abrasion Resistance (ASTM C 535)	\$200.00
Ethylene Glycol Accelerated Expansion	\$200.00
Riprap Soundness (ASTM D 5240)	\$300.00
Specific Gravity and Absorption (ASTM C 127)	\$70.00
Splitting Tensile Strength of Rock Cores (10 Discs) (ASTM D 3967)	\$210.00
Unconfined Compressive Strength of Rock Cores (ASTM D 2938)	\$100.00

EQUIPMENT CHARGES

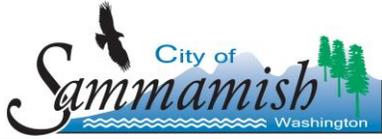
Labor will be charged in addition to equipment charges.

Air Filters for Development (per day)	\$50.00
BK Development Pump/Surge Block (per day)	\$20.00
Bolt Tension Calibrator (per day)	\$50.00
Carbon Filter (per day)	\$50.00

Coating Thickness Gauges (per day)	\$25.00
Combustible Gas Tech Meter (GT 302 / 3220)	
Per day	\$95.00
Per week	\$300.00
Coring Equipment Charge	request a schedule
Data Logger and Transducers	
Per day	\$150.00
Per week	\$500.00
Dissolved Oxygen Meter	
Per day	\$95.00
Per week	\$300.00
Falling Weight Deflectometer (Hourly Rental)	
0-8hrs	\$175.00
8-40hrs	\$100.00
40+hrs	\$50.00
Flow Monitoring Set	
Per day	\$105.00
Per week	\$400.00
Geomembrane Tensiometer (per day)	\$100.00
Grundfos Redi Flow II Pump and Generator	
Per day	\$100.00
Per week	\$300.00
Landfill Gas Monitoring Equipment (GEM 500)	
Per day	\$95.00
Per week	\$300.00
Level and Stadia Set	\$25.00
Nuclear Density Gauge (per day)	\$25.00
Per month	\$300.00
Peristaltic Sampling Pump	
Per day	\$50.00
Per week	\$90.00
pH-Conductivity Temperature Meter	
Per day	\$40.00
Per week	\$100.00
Photoionization Detector (Mini Rae / HNU / Microtip)	
Per day	\$95.00
Per week	\$300.00
Pneumatic Pressure Indicator	\$95.00
QED Bladder Pump Controller	
Per day	\$50.00
Per week	\$90.00
Safety Equipment	
Level D (solvex gloves, disposable suit)	\$25.00
Level C2 (above plus respirator)	\$50.00
Level C1 (above plus chemical suit)	\$95.00
Level B (above plus SCBA)	\$300.00
Sensidyne Monitoring Equipment (does not include tubes)	\$15.00
Sediment Coring or Soil Sampling Kit (does not include shelby tubes) (per day)	\$50.00
Torque Wrench (per day)	\$25.00
Turbidity Meter	\$40.00
UT Thickness Gauge (per day)	\$50.00
Well Probe (per day)	\$15.00

For additional information, contact:

Erik Andersen PE, for Geotechnical Services, Arnie Sugar, LG, LHG, for
Geoenvironmental Services, Harold Benny for Laboratory Services
425.774.0106



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: June 1, 2011

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: 228th Avenue Operational Analysis

Action Required: Authorize the City Manager to execute a contract with David Evans and Associates, Inc. to provide professional traffic engineering services, in an amount not to exceed \$39,832.

Exhibits: 1. Agreement for Services

Budget: \$ 175,000 in the adopted 2011 Transportation Capital Improvement Fund.

Summary Statement:

The Public Works Department is using the professional traffic engineering services of David Evans and Associates (DEA) to perform an operational analysis of the 228th Avenue/Sahalee Way corridor. DEA staff will analyze existing and future traffic volumes and make recommendations to improve operations and safety. The results of this study will be used to assist in programming future capital improvements.

Background:

As Sammamish has grown over the years, increased traffic and congestion is occurring along the 228th Avenue/Sahalee Way corridor. Included in the 2011 Public Works Department's work plan is an operational analysis of this essential corridor. The study area includes the following intersections:

Study Area Intersections:

- 1) NE 28th Place & Sahalee Way NE
- 2) NE Inglewood Hill Road/NE 8th Street & 228th Avenue NE
- 3) SE 8th Street & 228th Avenue SE
- 4) SE 20th Street & 228th Avenue SE
- 5) SE 24th Street & 228th Avenue SE
- 6) Issaquah-Pine Lake Road SE & 228th Avenue SE

A Level of Service (LOS) and safety analysis will be performed at the above intersections under various scenarios, taking into consideration the last three years of crash data. Improvement options will be proposed to address LOS and safety deficiencies. Additionally, a traffic signal warrant analysis will be



City Council Agenda Bill

performed for the NE 28th Place & Sahalee Way NE intersection. Specific work to be performed is detailed in the attached scope of work.

Financial Impact:

The cost to perform this operational analysis work is included in the 2011 adopted budget and is a planned expense.

Recommended Motion:

Authorize the City Manager to execute a contract with David Evans and Associates, Inc. for an amount not to exceed \$39,832 for professional traffic engineering services.

Exhibit 1

**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 "___"

A sum not to exceed \$39,832

___ 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, 2012, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

Min Luo
David Evans and Associates, Inc.
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: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

City of Sammamish

EXHIBIT A Scope of Services 228th Ave Corridor Study

The City of Sammamish (CITY) desires to enter a new agreement with David Evans and Associates, Inc. (Consultant) to evaluate the 228th Avenue corridor operations, including intersection signal warrant analysis, intersection re-channelization, roundabout feasibility, flashing yellow arrow left-turn and U-turn safety, and corridor signal timing and phasing re-optimization. The analysis time periods would include the AM and PM peak hours under existing 2011, and 2020 with Town Center and recently proposed community center conditions.

Study Area Intersections:

- 1) NE 28th Place & Sahalee Way NE
- 2) NE Inglewood Hill Road/NE 8th Street & 228th Avenue NE
- 3) SE 8th Street & 228th Avenue SE
- 4) SE 20th Street & 228th Avenue SE
- 5) SE 24th Street & 228th Avenue SE
- 6) Issaquah-Pine Lake Road SE & 228th Avenue SE

Traffic Counts and Relevant Information

- 1) The CITY will provide the daily traffic counts at the intersection of NE 28th Place & Sahalee Way NE.
- 2) The City will provide the existing AM and PM peak hours intersection turning movement counts at the following intersections:
 - NE 28th Place & Sahalee Way NE
 - NE Inglewood Hill Road/NE 8th St & 228th Avenue NE
 - SE 8th Street & 228th Avenue SE
 - SE 20th Street & 228th Avenue SE
 - SE 24th Street & 228th Avenue SE
 - Issaquah-Pine Lake Road SE & 228th Avenue SE
- 3) The CITY will provide relevant developer's completed traffic studies, if any.

Consultant will complete the following scope of work:

1. 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

activities shall include project administration, preparation of monthly invoices and progress reports, city-consultant coordination and meetings, and quality control and quality assurance.

2. Future 2020 Traffic Volumes Estimation in the AM Peak Hour

Estimate future 2020 traffic volumes at the study intersections in the AM peak hour by observing the patterns of the existing AM and PM counts and future 2020 PM peak hour intersection volumes.

3. Signal Warrant Analysis

Conduct a signal warrant analysis at the intersection of NE 28th Place & Sahalee Way NE for the AM and PM peak hours in existing 2011 and 2020 with town center and recently proposed community center conditions.

4. Intersection LOS Evaluation and Improvements

The following scenarios will be evaluated in the AM and PM peak hour periods:

1) Scenario 1: Existing Counts + Existing Configurations + Existing Signal Timing

Evaluate intersection LOS at the study intersections using the existing AM and PM counts, existing configurations, and existing signal timing. LOS deficiencies will be identified for the existing base conditions.

2) Scenario 2: Existing Counts + Existing Configurations + Optimized Signal Timing

Evaluate intersection LOS at the study intersections using the existing AM and PM counts, existing configurations, and optimized signal timing. LOS deficiencies will be identified for the existing base conditions after signal timing optimization.

3) Scenario 3: Future Traffic + Existing Configurations + Existing Signal Timing

Evaluate intersection LOS at the study intersections using the future 2020 AM and PM volumes, existing configurations, and existing signal timing. LOS deficiencies will be identified for the future baseline conditions.

4) Scenario 4: Future Traffic + Existing Configurations + Optimized Signal Timing

Evaluate intersection LOS at the study intersections using the future 2020 AM and PM volumes, existing configurations, and optimized signal timing. LOS deficiencies will be identified for the future baseline conditions after signal timing optimization.

5) Scenario 5: Existing Counts + Improvements + Optimized Signal Timing

Intersection LOS deficiencies will be identified from Scenario 2 for the existing base condition after signal timing optimization. Various improvement options will be

evaluated and the optimal improvements and signal timing will be proposed for the existing conditions.

6) Scenario 6: Future Traffic + Improvements + Optimized Signal Timing

Intersection LOS deficiencies will be identified from Scenario 4 for the future baseline condition after signal timing optimization. Various improvement options will be evaluated and the optimal improvements and signal timing will be proposed for the future conditions.

The improvement options considered in Scenarios 5 and 6 are described as follows:

- U-turn safety on the 288th Avenue corridor
- Turn pocket storage capacity evaluation and recommended improvements
- Intersection evaluation combining the access for future recreation center in the northwest quadrant of the intersection of NE Inglewood Hill Road/NE 8th Street.
- Roundabout feasibility study at the intersection of SE 24th Street and 228th Avenue SE.
- Re-channelization feasibility at the intersection of Issaquah-Pine Lake Road SE and 228th Avenue SE.
- Corridor signal timing and phasing optimization.
- Flashing yellow left-turn arrow display feasibility and recommendation.

5. Conceptual designs for the Intersections

The Consultant shall prepare the intersection optimal improvements conceptual design for up to six intersections.

6. Deliverables:

- Corridor traffic analysis report summarizing the assumptions, methodologies, and findings.
- Optimal signal timing for existing and future conditions with and/or without improvements for the AM and PM peak hours.
- Intersection/roundabout conceptual design.

7. Management Reserve:

- Additional services may be performed by the Consultant at the request of the CITY, but only after written authorization has been given by the CITY defining the Scope of Services to be performed and schedule of Fee Compensation for said services.

Fee Basis

The cost of this scope shall not exceed \$29,832 plus a Management Reserve fund of \$10,000.
The specific hours and budget are shown in Exhibit D: Labor Estimate and Budget.

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: 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: 228th Avenue Operational Analysis

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT D: Labor Estimate and Budget
 City of Sammamish
 228th Avenue Corridor Traffic Analysis
 (Between NE 28th Place and Issaquah-Pine Lake Road SE)

	QAQC/Project Manager	Traffic	Design	Admin		
	VLS	MXLU, Others	VXV / OXA	MJRE, VLE	Total Hours	Task Budget
1. Project Management	6			2	8	\$1,526
2. Future 2020 traffic volumes estimation in the AM peak hour	1	14			15	\$2,111
3. Signal Warrants Analysis	1	10			11	\$1,571
Evaluate signal warrants in existing 2011 conditions	0.5	5				
Evaluate signal warrants in future 2020 conditions	0.5	5				
4. Intersection LOS Evaluation and Improvements in the AM and PM Periods	10	88			98	\$14,090
Scenario 1: Existing base condition	1	10				
Scenario 2: Existing base condition with signal timing optimization	1	10				
Scenario 3: Future baseline condition	1	10				
Scenario 4: Future baseline condition with signal timing optimization	1	10				
Scenario 5: Proposed improvements and Optimized signal timing for existing condition	3	20				
Scenario 6: Proposed improvements and Optimized signal timing for future condition	3	28				
5. Conceptual designs for the Intersections	2		24		26	\$3,922
6. Deliverables	2	34	4	10	50	\$6,612
Traffic Analysis Report	2	30		10		
Optimal signal timings (4 sets) for existing and future conditions (AM and PM)		4				
Intersection/roundabout conceptual design			4			

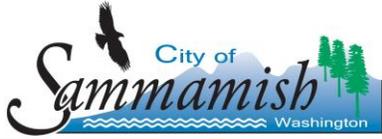
Totals by Position	22	146	28	12	208	\$29,832
Expenses and Direct Costs						
Traffic Counts						
Management Reserve						
Estimated Total Cost						\$29,832

Approximate Hourly Billing Rate by Position	221	135	145	100		
Total Cost	\$4,862	\$19,710	\$4,060	\$1,200	\$29,832	

P:\c\COSA00000010\0000CON\228th Corridor Study Budget.xlsx\Hours

Management Reserve \$10,000

TOTAL \$39,832



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: June 1, 2011

Originating Department: City Manager

Clearances:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City Manager | <input 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 type="checkbox"/> Public Works |

Subject: Software License for Economic Development Self-Assessment Tool (EDSAT)

Action Required: Motion to direct the City Manager to enter into a contract for the EDSAT Software and a support trip for consultation.

Exhibits:

1. Frequently Asked Questions Regarding EDSAT
2. Copy of Draft Contract (Software License)

Budget: Total Cost of \$5,930: \$4,930 software license fee and \$1,000 maximum on travel costs for consultation. This will be funded by the City Manager's Department via a transfer from the General Fund Contract Contingency line-item as a mid-biennium budget adjustment.

Summary Statement: The Economic Development Self-Assessment Tool (EDSAT) is a software program developed by the Dukakis Center at Northeastern University and is designed to assist municipalities desiring to improve economic development in their communities by analyzing the Strengths, Weaknesses, Opportunities and Threats related to economic development.

Background: The City of Sammamish is embarking on an economic development initiative as a key effort to support the City's Town Center Plan as well as provide support for the existing businesses and citizens of Sammamish. The City Council is forming an Economic Development Committee. This software program with senior staff consultation from the Dukakis Center will assist the City in determining its abilities to attract new businesses and retain and grow existing ones through analysis of a variety of topics including:

- Access to Customers/Markets
- Concentration of Businesses and Services
- Cost of Land
- Labor
- Municipal Processes
- Quality of life in Sammamish
- Amenities
- Tax Rates & Incentives
- Access to Information



City Council Agenda Bill

The use of the baseline data and benchmark analysis will enable the city to recognize the success factors we have in place and will allow us to mitigate those areas needing strengthening.

Dukakis Center senior staff are planning to assist the city via a kickoff trip (currently planned for September) to meet with the City Council and stakeholders to gather input into the process.

Additionally, we may endeavor to work with other municipalities in the region to showcase this mechanism. This program is endorsed by the National League of Cities (NLC).

Financial Impact: \$5,930 Total Cost, consisting of a software license of \$5,000.00 less a 10% discount for being a National League of Cities member plus sales tax of \$430. Secondly, the travel costs of Barry Bluestone, the Director of the Dukakis Center and Dean of the School of Public Policy and Urban Affairs, estimated not to exceed \$1,000 will be covered through a professional service contract with the city.

Recommended Motion: A motion to direct the City Manager to enter into a software license contract for the Economic Development Self-Assessment Tool in an amount not to exceed \$4,930 and to enter into a professional service contract related to reimbursement of travel expenses for the purpose of a kickoff trip to meet with the City Council and stakeholders in an amount not to exceed \$1,000.

Exhibit 1



NLC logo

EDSAT FAQs

Benefits of EDSAT and the Self Assessment Process

1. What is the Economic Development Self Assessment Tool?

It is an analysis of a municipality's strengths, weaknesses, opportunities, and threats regarding its ability to attract new businesses and retain and grow existing ones. The self assessment consists of 250+ questions that are accessible online and cover the following topics:

- Access to Customers/Markets
- Concentration of Businesses and Services
- Cost of Land
- Labor
- Municipal Processes
- Quality of Life (in the municipality)
- Quality of Life (amenities near development sites)
- Tax Incentives
- Tax Rates
- Access to Information

2. Why should my municipality use the EDSAT?

With the uncertainty of economic cycles, every town or city needs to take its economic and fiscal health into its own hands by attracting businesses and

Exhibit 1

jobs and generating tax revenues to fund public services. EDSAT helps municipal leaders understand what businesses are looking for in a location - and some of those location factors may surprise you. By understanding which location factors are more or less important, municipal leaders will know better how to promote their municipality's strengths, and how to mitigate or eliminate weaknesses.

3. **What kinds of cities and towns should participate in the EDSAT?**

Any municipality that is interested in economic development should take the assessment. Use it as a vehicle to kickoff the economic development strategic planning process or as an opportunity to review or benchmark an on-going economic development strategy.

4. **How does my municipality access the EDSAT?**

The self assessment is available online. Contact (email or form goes to Nancy Lee) Dukakis Center at Northeastern University to initiate the process.

5. **How much does EDSAT cost?**

The licensing fee is \$5,000. There is a 10% discount for municipalities that are direct members of the National League of Cities.

6. **Because of the current economic downturn, my municipality does not have the funds to pay the licensing fee. How can we find funding for EDSAT?**

Banks, corporations, chambers of commerce, and economic or community development organizations and foundations have an interest in seeing local economics thrive and may be willing to be a funding partner. Regional or state planning agencies or economic development agencies may also be funding partners. This document offers some guidance on approaching a funding partner.

The NLC and the Dukakis Center are working closely with some state municipal leagues as well to identify clusters of communities to participate in EDSAT. Check with your state municipal league to see what opportunities are in your state.

7. **What do I get if my municipality takes the EDSAT?**

- Technical support from the Dukakis Center staff before and during the self assessment process

Exhibit 1

- Documentation of all responses recorded during the assessment and a color coded comparison of a municipality's responses to all the municipalities that have participated in the EDSAT process
- An individualized, written SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis based on your responses
- Hard copies and electronic copy of the final assessment
- An on-going relationship between your municipality and the NLC/Dukakis Center research team to provide support and technical assistance related to economic development

8. Who should be involved in the assessment process?

We suggest that the mayor or city/town manager convene a meeting with

- Municipal department heads
- Local business leaders
- Representatives from business and industry organizations
- Representatives from the chamber of commerce
- Representatives from regional and state planning agencies
- Representatives from economic development agencies

The group works together to answer the EDSAT questions. There are advantages to involving a larger working group rather than asking one or two staff to complete the questionnaire. The working group learns how the various parts of municipal government operate and local businesses can affect economic development. The group also begins talking about development strategies, exchanging information, and sharing resources.

9. How long does it take to complete the assessment?

It should take no more than a few hours with the working group. However, it may take additional time to gather specific pieces of data from various municipal offices such as the assessor's office or the school board.

10. How have other municipalities used their EDSAT results?

Common uses of the EDSAT results are:

- Identifying strengths and weaknesses as well as opportunity and threats to economic development; EDSAT is essentially a SWOT analysis
- Knowing and emphasizing strengths in recruiting and marketing efforts

Exhibit 1

- Knowing and implementing actions to mitigate or eliminate weaknesses
- Defining or updating economic development strategies and goals
- Integrating the self assessment into a master planning process
- Learning more about the municipality and how each department can affect economic development

11. **What support is offered by the Dukakis Center during the assessment process and after we get our results?**

Dukakis Center staff is available via phone and email to provide guidance during the assessment process as well as reviewing findings afterwards. Under certain circumstances, staff may be available in person during key points of the assessment and delivery of the results. Contact the Dukakis Center for more information.

12. **What happens after we submit our assessment? How long before we get the written analysis?**

After a municipality submits its assessment, Dukakis Center staff will review the responses and contact the municipality if there are any questions. A draft report is prepared and reviewed by the municipality. Depending on how quickly the municipality reviews the draft, a final report is produced about 4-6 weeks after a municipality submits its completed EDSAT questionnaire.

13. **What will the Dukakis Center do with my municipality's data?**

All data are kept confidential by the Dukakis Center. No individual municipality is identified without permission. Data are aggregated for comparison purposes or used in related research.

14. **Will my municipality's data be kept confidential?**

Absolutely.

15. **How do I sign up for EDSAT?**

You may begin by reviewing the Licensing Agreement or contact the Dukakis Center.

16. **Can we take the assessment again?**

Yes. Updating your municipality's assessment every few years is one means of tracking progress in implementation your economic development strategy. Contact the Dukakis Center for details about updating your assessment.

Exhibit 1

17. **Does it make sense for several municipalities within a region to take the assessment at the same time?**

Absolutely and there are benefits to doing so. Arrangements may be made with the Dukakis Center for a written regional analysis in addition to the individual municipal analyses. Under certain situations, the Dukakis Center may provide a workshop on economic development tailored for the participating municipalities. Please contact the Center to discuss the details of your region's participation.

18. **What municipalities have taken the EDSAT?**

[Click here to see the latest list](#)

History of EDSAT

1. **What does EDSAT stand for?**

Economic Development Self Assessment Tool

2. **How was EDSAT developed?**

It is based on work by the Dukakis Center on revitalizing older industrial cities and a survey of location and commercial property experts from the National Association of Industrial and Office Properties (NAIOP) and CoreNet Global. The experts ranked the importance of numerous site and location characteristics to developers and businesses and the rankings were integrated into EDSAT. In March of 2010, the Dukakis Center and the NLC created a partnership to offer the Economic Development Self Assessment Tool to its member cities as well as training and other resources related to economic development.

3. **What is the Economic Development Toolkit?**

The Economic Development Toolkit is a suite of assessments and practical tools that is under development by the Dukakis Center. It is developed for use by municipal leaders to examine and enhance economic development in their towns and cities.

4. **What is the Dukakis Center?**

The Kitty and Michael Dukakis Center for Urban and Regional Policy is a research center within the School of Public Policy and Urban Affairs at Northeastern University in Boston, Massachusetts. Please [click here](#) for the Center's Mission Statement and website.

Exhibit 1

5. What is the National League of Cities?

The National League of Cities is the oldest and largest national organization devoted to strengthening and promoting cities as centers of opportunity, leadership, and governance. For more information, visit the NLC website at www.nlc.org.

6.

Who do I contact if I still want more information?

Nancy Lee
Research Associate
Dukakis Center
Northeastern University
617-373-7868
n.lee@neu.edu

Christy McFarland
Program Director, Dukakis Center
Finance and Economic Development
National League of Cities
202-626-3036
mcfarland@nlc.org

**ECONOMIC DEVELOPMENT SELF ASSESSMENT TOOL
LICENSE AGREEMENT**

This License Agreement (this “Agreement”) is made and entered as of the _____ day of June, 2011 (the “Effective Date”) by and between Northeastern University, a nonprofit educational research institution located at 360 Huntington Ave., Boston, Massachusetts, 02115 (“Licensor”) on behalf of its Dukakis Center for Urban and Regional Policy (the “Dukakis Center”) and the City of Sammamish, a non-charter optional municipal code city and a political subdivision of the State of Washington, having its principal place of business located at 801 228th Avenue SE, Sammamish, Washington 98075 (“Licensee”).

RECITALS:

WHEREAS, Licensor developed, owns and may license all rights relative to its certain computer software self-assessment program called the Economic Development Self-Assessment Tool and associated documentation (collectively, the “Licensed Material”); and

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive, non-transferable limited License to use the Licensed Materials on designated computer systems and at designated locations.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1.0 Grant of License; Access to Licensed Materials; Updates and Upgrades; Deliverables.

1.1 Subject to the terms and conditions in this Agreement, Licensor grants, and Licensee accepts, a non-transferable, non-exclusive limited license (“License”) to use the Licensed Materials solely for its own non-commercial purposes via the Internet from Licensor’s hosted website via Internet Protocol (“IP”) address and/or user name and password. Licensee shall be solely responsible for all Authorized Users accessing or using the Licensed Materials under this License and shall ensure all Authorized Users access and use the Licensed Materials solely in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term “Authorized User” shall mean any individual granted or permitted any access by Licensee to the Licensed Materials.

1.2 Promptly upon execution of this Agreement and receipt by Licensor of the License Fee (defined below), Licensor shall provide to Licensee, a confidential password to permit Licensee to access and use the Licensed Materials as permitted in this Agreement.

1.3 Licensee will receive updates and/or upgrades to the Licensed Materials provided to other clients of Licensor subject to the payment of the applicable fee, if any, provided that the Licensed Materials shall include, at no extra cost, any and all upgrades applicable to the

Exhibit 2

Licensed Materials at the time of the delivery of the password. All updates and/or upgrades shall be governed by the terms and conditions of this Agreement.

1.4 Licensors will provide deliverables associated with this Agreement as defined in Exhibit A.

2.0 Payment.

2.1 Licensee shall pay to Licensor an amount equal to four thousand five hundred dollars (\$4,500.00) (the "Licensee Fee") upon execution of this Agreement.

2.2 The License fee does not include local, state or federal taxes, and Licensee agrees to pay all such taxes, upon invoice by Licensor, as may be imposed upon Licensee or Licensor with respect to the ownership, leasing, licensing, rental, sale, purchase, possession or use of the Licensed Materials.

3.0 Term.

The term of this Agreement shall begin as of the effective date and continue thereafter unless terminated according to this Agreement.

4.0 Warranties, Representations, and Undertakings.

4.1 Licensor hereby represents and warrants that it has necessary title and ownership of the Licensed Materials to conduct the transactions contemplated hereunder without conflict with the title and ownership rights of any third party. Licensor also represents and warrants that Licensed Materials will conform, as to all substantial operational features, to Licensor's current published specifications and will be free of defect, virus, or infringement, which substantially affect system performance as of the time of installation. Licensor shall use commercially reasonable efforts to maintain adequate Internet or online connection and server capacity to provide the Licensee with access to the Licensed Materials. Licensor has no obligation to provide any support services to or for the Licensed Materials.

4.2 Licensee must notify Licensor in writing, within ten (10) calendar days of delivery of the Licensed Materials to Licensee of any claim that the Licensed Materials contains a defect in materials or workmanship. If the Licensed Materials are found so defective by Licensor, Licensor's sole and exclusive obligation and Licensee's sole and exclusive remedy for a breach of this warranty is a replacement of the defective Licensed Materials or a refund of the Licensee Fee paid by Licensee to Licensor under this Agreement in the discretion of Licensor.

4.3 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIALS AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR PROVIDES THE LICENSE TO LICENSEE ON AN "AS IS" BASIS.

5.0 Limitations and Restrictions.

5.1 Licensee may not, in whole or in part: (i) copy, distribute, transmit, display, perform, reproduce, publish, modify, rewrite, create derivative works from, transfer or sell the Licensed Materials; (ii) reverse-engineer, disassemble, decompile, transcribe, store in a retrieval system, translate into any language or computer language, or retransmit the Licensed Materials in any form or by any means; (iii) use, rent, loan, sub-license, lease, distribute, or attempt to grant other right to the Licensed material to third parties; and (iv) use the Licensed Materials to act as any application service provider or permit access to the Licensed Materials by any person or entity other than an Authorized User. Nothing in this Agreement shall give Licensee the right or license to use any property of any kind of Licensor except the License to the Licensed Materials as expressly provided in this Agreement.

5.2 Licensee shall not disclose the Licensed Materials, its confidential password or access device to others in whole or in part without the express written permission of Licensor or as permitted by this Agreement or required by applicable law. Such prohibitions on disclosure shall not apply to disclosure by Licensee to its employees and consultants to the extent that such disclosure is reasonably necessary to Licensee's use of the Licensed Materials and provided that Licensee shall take all reasonable steps (including, but not limited to, all steps that Licensee takes with respect to information, data, and other tangible and intangible property of its own that it regards as confidential or proprietary) to ensure that the Licensed Materials are not accessed or used in contravention of the provisions of the Agreement by such persons.

6.0 Proprietary Rights; Reservation of Rights.

6.1 The Licensed Materials are owned exclusively by Licensor and are protected by copyright, patent and other laws. Licensee will take reasonable step necessary to protect the rights of Licensor in and to the Licensed Materials related to Licensee's use and possession of the Licensed Materials. Licensee shall promptly and reasonably cooperate with Licensor to resolve all problems involving the inappropriate use of the Licensed Materials by Licensor or its Authorized Users. Licensee shall notify Licensor promptly of all instances of inappropriate use.

6.2 Licensee agrees that the Licensed Materials are, and shall at all times remain, the property of Licensor. Licensee shall have no right, title or interest in the Licensed Materials, except as expressly set forth in this Agreement.

6.2 Licensor reserves the right to grant any rights to the Licensed Materials to other persons or entities upon such terms and conditions as Licensor shall accept.

6.4 In the event of any unauthorized use of the Licensed Materials including, but not limited to, unauthorized disclosure to third persons, or other unauthorized use by Licensee of the Licensed Materials, Licensor shall at its option have the right in addition to its other remedies, to recover from Licensee an amount equal to (i) the sum Licensor would have charged the person or

Exhibit 2

persons obtaining the benefit of such unauthorized use of the Licensed Materials, plus (ii) any amount received by Licensee on account of such unauthorized use.

7.0 Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE SYSTEM AND/OR FOR ANY CAUSE OF ACTION, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, ANY DAMAGES ARISING UNDER THIS AGREEMENT OR FOR THE USE OF THE SYSTEM THAT LICENSOR IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THE TERM OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE YEAR AFTER LICENSEE HAS KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF SUCH ACTION.

8.0 Termination.

8.1 In the event Licensee fails to observe, keep, or perform any other provisions of the Agreement required to be observed, kept or performed by Licensee, and if after receiving written notice of such failure the failure is not cured to the reasonable satisfaction of Licensor within fourteen (14) calendar days after receipt of notice, Licensor may terminate this Agreement upon notice to Licensee.

8.2 Should this Agreement be terminated by Licensor, pursuant to this clause concerning Licensee default, Licensee shall promptly return all materials and documents of the Licensed Materials.

8.3 Upon termination of the license, Licensee shall cease its access or use of the Licensed Materials, and return the same and modifications of the Licensed Materials and any portions or copies thereof, to Licensor.

8.4 Licensee shall promptly, upon request by Licensor, certify in writing that all other copies of the Licensed Materials in Licensee's possession, whether made in whole or in part, and in any form, have been erased or destroyed.

8.5 Termination or expiration of this Agreement shall not be construed to release either party from any right or obligation which matured prior to the date of such termination or expiration.

Exhibit 2

9.0 Status of Licensee.

Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

10.0 Captions; Entire Agreement; Amendment.

The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, exhibits and other documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and supersede all prior negotiations, agreement and undertakings between the parties with respect to the subject matter. In the event of any inconsistency or conflict between the terms hereof and any exhibit or other document incorporated by reference into this Agreement, the terms hereof shall govern and control. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

11.0 Compliance with Applicable Law; Export Control.

11.1 Licensee agrees, at no additional expense, to comply with all applicable Executive Orders, federal, state, local, and institutional rules, regulations, and laws, as currently in effect and as may be amended from time to time.

11.2 Licensee assures Licensor that Licensee will not knowingly, without prior authorization from the U. S. Office of Export Control and other official agencies having jurisdiction, export directly or indirectly any technical data received from Licensor under this Agreement to any country restricted by such Office.

11.3 Licensee is solely responsible for securing any licenses required for any exportation from the United States which Licensee desires to make of technical data contained in or related to the system.

11.4 Licensor neither represents that a license is not required nor that, if required, it will be issued by the U. S. Government.

12.0 Assignment.

Licensee shall not assign this Agreement or transfer or assign the Licensed Materials without the express, prior written consent of Licensor. Licensor may transfer and assign its rights in this Agreement as it so desires, provided that no such assignment shall be valid against Licensee unless a true copy of such assignment is delivered to Licensee within thirty (30)

Exhibit 2

calendar days after the execution hereof, provided that any assignee shall assume in writing all obligations of this Agreement.

13.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Licensor:

Northeastern University
Attn: Heather Seligman
Dukakis Center for Urban and Regional Policy
343 Holmes Hall
360 Huntington Avenue
Boston, MA 02115
617-373-3645 (voice)
617-373-7905 (fax)

To Licensee:

Ben Yazici
City Manager
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500 (voice)
(425) 295-0600 (fax)

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

14.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles. Licensee irrevocably agrees that any dispute arising out of, relating to, or in connection with this Agreement shall be subject to and exclusively within the jurisdiction of any court located in the Commonwealth of Massachusetts.

15.0 Non-Waiver.

Exhibit 2

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

16.0 Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

LICENSOR:

LICENSEE:

NORTHEASTERN UNIVERSITY

CITY OF SAMMAMISH, WA

By: _____

By: _____

Printed Name: Samuel Solomon

Printed Name: _____

Title: Treasurer

Title: _____

EXHIBIT A
SCOPE OF DELIVERABLES

Licensor agrees to provide the Licensee with the following deliverables related to the Economic Development Self Assessment Tool.

- A. One (1) user name and password for online access to the Licensed Materials
- B. One (1) draft of written analysis, to be submitted electronically to the Licensee for review and comment
- C. Five (5) hard copies of the final written analysis
- D. One (1) electronic copy of the final written analysis

The timing of deliverables shall be mutually agreed upon by the Licensor and Licensee.



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: June 1, 2011

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" 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 type="checkbox"/> Public Works

Subject: Creation of a new, temporary support position for the Parks Planning Division to assist with the backlog of parks CIP and maintenance projects.

Action Required: Authorize the City Manager to recruit and hire a Temporary Full-Time Parks Planning Technician (1.0 FTE, 6 to 12-month term-limited position) to assist with parks CIP projects.

Exhibits: 1. Job Description

Budget: This is a new, temporary position. Funding for this position will come from unspent funds (Professional Services) in the Park Planning Division.

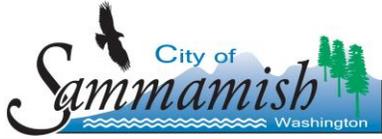
Summary Statement:

The Parks Planning team is overseeing a large number of capital improvement projects (CIP), all of which are being designed and managed in-house. The project workload is such that additional resources are needed to maintain project schedules and timelines. After carefully analyzing the options, the staff recommendation is to hire a skilled project support person to assist with parks CIP projects. This is a temporary limited term position.

Background:

In the spring of 2010 several parks CIP projects were suspended pending the budget discussions scheduled for later that year. The projects that remained, including Evans Creek Preserve Phase I, were brought in-house for design and management. This strategy allowed us to save the funds previously allocated for consultants (landscape architects) and provided enough work to retain both Park Project Managers (both licensed landscape architects).

Upon adoption of the 2011-12 budget, the funding for all of the previously suspended parks CIP projects was restored. Several projects were enhanced/expanded (i.e. docks added to the scope of work for Sammamish Landing Phase I) and several capital maintenance projects were added (stair replacements, Beaver Lake Lodge interior repairs, and skate park repairs). In addition, funding was allocated for the planning work associated with the Community Center Feasibility Study and the Parks, Recreation and Open Space (PRO) Plan update. All of these projects remain in-house and are being designed and managed by the Park Planning Team, with technical support (civil engineering, surveying, geotechnical analysis etc.) provided via contract.



City Council Agenda Bill

Although every effort has been made to maintain project schedules and adhere to planning timelines, projects are starting to fall behind schedule. In addition, the planning team has not had time to begin work on the smaller design projects (i.e. the community garden at Beaver Lake Park) or any of the capital maintenance/replacement projects.

The Parks Planning team analyzed the current workload and identified the areas where support was most needed. Ultimately it was determined that the area of greatest need was drafting, which requires knowledge of AutoCAD, and general project assistance. As we have learned, the main challenge with bringing projects in-house for design is the sheer amount of time required to prepare the construction drawings. Other critical needs were also identified such as support for permit application preparation and bid packet development.

The option of contracting this work out was considered, however ruled out as many of the projects are started, but not complete. It can be challenging and is often inefficient to bring a contractor on board midway through a project. Given the nature of this work, it is also preferred to have someone working in the office alongside the parks planning team, as opposed to working at a satellite location such as a contractor's office.

The other option considered was to hire a third Parks Project Manager. This too was ruled out due to the time necessary to bring a person up to speed on the individual projects.

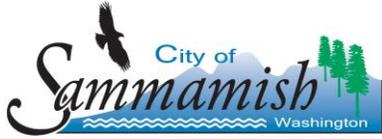
The final recommendation, therefore, was to hire a highly skilled support person to assist the Project Managers. This position, now known as a Park Planning Technician, will spend 50% or more of their time preparing construction drawings for the various parks CIP projects. They will also prepare materials for permit submittals, attend and participate in planning meetings, assist with project management, and help develop bid documents. The job description for this position is attached.

The following is a list of current Park Planning Projects:

- Evans Creek Preserve Phase I
- Sammamish Landing Phase I
- Boys & Girls Club Recreation Center
- Eastlake HS Community Fields Phase II
- Evans Pond Stair Replacement
- NE Sammamish Park Stair Replacement
- PRO Plan
- Community Center Feasibility Study
- Trail Plan Update
- Beaver Lake Lodge Interior Improvements
- Beaver Lake Community Garden
- Pigott Property Limited Master Plan

The salary for this position was developed based on an analysis of current City of Sammamish positions and a comparison to other positions within the AWC salary survey.

Finally, it should be noted that the Parks Planning resource shortage is expected to be a short-term problem. Most of the projects on the above list will be completed in 2011 or 2012 and given the revenue forecast for the parks CIP, the project load is expected to decrease in 2013/2014.



City Council Agenda Bill

Financial Impact:

This is a new, temporary position. Anticipated length of employment is 6 to 12 months. The monthly cost for this position, including estimated benefits, is \$5,700 to \$7,800 depending on the step at which they are hired.

Funding for this position will come from unspent funds (Professional Services) in the Park Planning Division. Funds were originally allocated for consulting support on the PRO Plan and several other planning projects. Given that most of the work on these projects is being done in-house, a large portion of these funds will remain unspent.

Recommended Motion:

Authorize the City Manager to recruit and hire a Temporary Full-Time Parks Planning Technician (1.0 FTE, 6 to 12-month term-limited position) to assist with parks CIP projects.

CITY OF SAMMAMISH POSITION DESCRIPTION

POSITION TITLE:	Park Planning Technician (6 to 12-month limited term position)
DEPARTMENT:	Parks and Recreation
REPORTS TO:	Deputy Director of Parks and Recreation
FLSA STATUS:	Non-Exempt
SALARY RANGE:	\$52,784-\$72,239 (Grade K)
DATE OPENS:	June 1, 2011
DATE CLOSES:	First review, June 15, 2011 or open until filled.

GENERAL PURPOSE

The Park Planning Technician is expected to perform complex and advanced technical tasks in support of the park project team. This position requires advanced knowledge of design and drafting software, landscape architecture, park design, well-developed technical and interpersonal skills, and the ability to organize and prioritize project tasks. The applicant should be able to develop an effective working relationship with employees, city officials, other municipal and state agency representatives, consultants and the general public.

Because of the small size of the City staff, each staff member is expected to perform a wide range of office and field duties as may be required from time to time. The position serves at-will at the pleasure and discretion of the City.

SUPERVISION

The Park Planning Technician works under the direct supervision of the Deputy Director of Parks and Recreation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide project support for the planning, design and construction of parks capital development projects.
- Provide drafting support for site plans and details using AutoCAD v 2010. Provide graphic support using Adobe Photoshop CS5 and hand rendering techniques.
- Work with project teams, citizen groups and the Parks Department to develop project designs consistent with available project budgets, and ensure that project objectives are met.
- Provide support in the development of construction documents and project specifications.
- Provide support for the administration of project construction to ensure compliance with construction plans and specifications, applicable local, state and federal laws and project budget.
- Plan and design research and evaluation methods; gather, research, analyze and evaluate data; and prepare recommendations or alternatives for various programs, issues or policies.
- Prepare or provide support in the preparation of a variety of permit and environmental review documents such as Environmental Impact Statements, SEPA checklists, and technical reports as required by regulatory agencies.
- Coordinate inter-department or inter-agency planning efforts and assist higher level staff in presenting recommendations to elected officials and advisory commissions.
- Attend planning meetings to determine objectives, program plans and project scopes.
- Prepare reports, correspondence, advertisements, and official documents.

Exhibit 1

- Provide excellent customer service, participate constructively and effectively with other City staff, may represent the City at selected applicable meetings, and provide leadership with regard to implementing the department mission.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- AutoCAD v. 2010, Adobe Photoshop CS5 and other imaging software is essential.
- Principles and practices of parks and recreation park/facility planning and design and construction, including technical specifications and construction documents.
- Aspects involved in natural resource planning, including natural systems, and best management practices.
- Project management techniques, including methods of preparing plans and reports.
- General understanding of engineering principles related to grading, drainage, soil properties, erosion control and utilities.
- Federal, State and City regulations and ordinances, particularly related to land use planning, zoning and capital project development.
- Washington State Planning laws and procedures, including Growth Management Act, State Environmental Policy Act, Shoreline Management Act, and other state and federal laws related to capital project development.

Skills / Abilities:

- Prepare construction documents, environmental and other studies, and related materials for accuracy, best practices and appropriateness for the development project, and compliance with pertinent laws, rules and regulations.
- Prepare and analyze technical and administrative reports and correspondence.
- Manage multiple tasks and projects simultaneously.
- Work constructively in a team environment with consultants, other staff and the public to seek solutions and manage development projects in an effective and professional manner.
- Establish and maintain effective working relationships with other City staff, consultants and the public.
- Present complex and technical information in a clear and concise manner to various groups.
- Communicate effectively and professionally in writing, orally, and in person to a wide range of clientele, including co-workers, contractors and the general public.
- Organize, analyze, interpret and evaluate problems and provide practical, cost effective solutions;
- Plan, organize and monitor workload and individual tasks according to priorities, established schedules and deadlines.

MINIMUM QUALIFICATIONS

Bachelor's degree in architecture, landscape architecture, urban planning, construction management, or related field. At least two (2) years of full time experience in landscape architecture or project planning or closely related work. Proficiency in AutoCAD, Photoshop, Microsoft Word and Excel programs. Ability to use Microsoft Project or other project scheduling application to create and monitor project schedules.

Valid Washington State drivers license with a driving record free from serious or frequent violations.

DESIRABLE QUALIFICATIONS

A thorough knowledge of engineering and architectural and landscape architectural design and construction principles, practices, and procedures. Working knowledge of AutoCad. Excellent interpersonal communication skills. Excellent written and communication skills, a proactive approach to problem solving, and familiarity with planning and construction methods. The ability to monitor project progress, timelines and expenditures. Expert knowledge of the construction contract process and the ability to negotiate with contractors and consultants on design and construction issues. Ability to handle a variety of demands and tasks and the flexibility to juggle multiple tasks while working in a fast paced environment. Public sector work experience is desirable.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate various pieces of office equipment.

While performing the duties of this job, the employee is required to stand, walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to talk and hear. The employee must occasionally lift and/or move up to 15 pounds.

Employee may be exposed to noise from basic office machine operation, and may be required to walk rough terrain and climb inclines at work sites. May also be exposed to conditions and hazards associated with construction sites and potentially hazardous materials and equipment, fumes or vapors. Specific vision abilities required by this job include close vision and the ability to adjust focus.

SPECIAL REQUIREMENTS

Good driving record and possession of a valid Washington State Driver's license is required. Proper documentation to fulfill the requirements of the Immigration and Nationality Act within three (3) days of employment is a condition of employment with the City of Sammamish. Completed City of Sammamish application is required.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: May 25, 2011

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 type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Reasonable Use Exception and Commercial Site Development Permit Extension Ordinance

Action Required: First Reading, Public Hearing – No Action Required

Exhibits: 1. Proposed Ordinance

Budget: N/A

Background: Between January of 2003 and December of 2009, the City issued a number of land use application approvals for residential development. In particular the City approved several reasonable use exceptions authorizing single family home construction, and a commercial site development permit for a townhome development. Reasonable Use Exceptions and Commercial Site Development Permit land use approvals normally expire after four years unless all building permits necessary for construction are issued by the City.

In many cases, the design and development of these projects is technically difficult and expensive. Several property owners have pursued development based upon the land use approvals issued by the City, but have been unavoidably delayed by the recent financial crisis.

The proposed ordinance would allow for the Community Development Director to administratively renew and extend reasonable use exceptions and commercial site development permits until June 30 of 2013. Such renewal and extension would be based upon a written request to the City.

Financial Impact: N/A

Recommended Motions: Open public hearing and take testimony. Continue public hearing to June 20, 2011.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2011-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON GRANTING DISCRETIONARY
AUTHORITY TO THE CITY'S DIRECTOR OF
COMMUNITY DEVELOPMENT TO EXTEND
REASONABLE USE EXCEPTIONS AND
COMMERCIAL SITE DEVELOPMENT PERMITS
THAT EXPIRED DUE TO THE RECENT
ECONOMIC RECESSION**

WHEREAS, the Sammamish Municipal Code allows a Reasonable Use Exception (RUE) to be granted for land development when all reasonable uses of a site, as allowed by adopted zoning, is denied as result of critical areas; and

WHEREAS, the Sammamish Municipal Code allows a Commercial Site Development Permit (CSDP) to be granted for land development that meets specific criteria established by Chapter 95 of Title 21A of the Sammamish Municipal Code; and

WHEREAS, RUE's are recognized in federal, state and local law as a means of avoiding the taking of private property by allowing reasonable use of property; and

WHEREAS, a RUE is evaluated by the City based upon the criteria established in Sammamish Municipal Code, Section 21A.50.070; and

WHEREAS, a CSDP allows for the start of construction which may be phased over several years to allow for appropriate construction and financial management of a development; and

WHEREAS, certain RUE's and CSDP's were issued by the City during the period beginning January 1, 2003 and ending December 31, 2009, a time of economic slowdown and recession, which prevented many planned residential projects from proceeding; and

WHEREAS, some RUE' and CSDP's issued during the economic downturn have expired due to the economic circumstances; and

WHEREAS, some landowners whose permits expired during the recession period now wish to proceed with their project; but doing so will require the landowners to submit new applications, pay new application fees and engage in a further administrative process; and

WHEREAS, allowing such permits to be administratively renewed and extended until June 30 of 2013 is in the public interest and a reasonable exercise of the municipal

police power, provided all other development requirements are met;

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

Section 1. Any use or activity authorized by a Reasonable Use Permit issued on or after November 1, 2005 and before January 1, 2010 that has expired may be administratively renewed and extended by the Director of Community Development for a period of time up to and including June 30, 2013, provided that good cause is shown.

Section 2. Any use or activity authorized by a Commercial Site Development Permit issued on or after January 1, 2003 and before January 1, 2010 that has expired may be administratively renewed and extended by the Director of Community Development for a period of time up to and including June 30, 2013, provided that good cause is shown.

Section 3. The "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2011.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 25, 2011

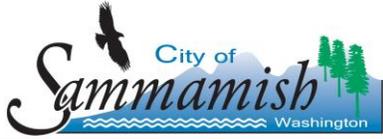
Public Hearing: June 7, 2011

First Reading: June 7, 2011

Passed by the City Council:

Date of Publication:

Effective Date:



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: May 25, 2011

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 type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Fundraising Sign Ordinance

Action Required: Second Reading, Public Hearing, Adoption

Exhibits: 1. Proposed Ordinance with Attachment A

Budget: N/A

Background: On January 4, 2011, the City Council adopted an “Emergency Ordinance” temporarily authorizing the installation of fundraising signs within the City of Sammamish. Following adoption of the emergency ordinance, the City Council requested that the Planning Commission evaluate and consider whether to recommend a permanent code amendment to allow for fundraising signs.

The Planning Commission and staff held a public meeting on March 3 and a public hearing on March 17, 2011. The City Council had the first reading and held a public hearing on May 16, 2011. The Planning Commission and City Council have not received any public input regarding the proposed ordinance.

Following the first reading of the proposed ordinance, the City Council requested a summary of neighboring jurisdictions’ fundraising sign regulations. Staff have reviewed peer jurisdictions’ sign regulations and determined that Bellevue, Kirkland, Issaquah, Redmond, Renton, and Mercer Island do not regulate fundraising signs. Newcastle has provisions allowing for a temporary sign of 16 square feet to be installed 7 days prior to a fundraising event and removed two days following the close of the event.

Financial Impact: N/A

Recommended Motions: Open public hearing and take testimony.

Close public hearing and move to adopt the proposed Fundraising Sign regulations.

**DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2011 -**

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING PROVISIONS TO AUTHORIZE FUNDRAISING SIGNS AND ESTABLISHING DEVELOPMENT STANDARDS CODIFIED INTO CHAPTER 45 OF TITLE 21A OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council adopted the City’s Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City Council adopted an emergency ordinance O2011-196 on January 4, 2011 temporarily authorizing fundraising signs; and

WHEREAS, the City Council held a public hearing on March 1, 2011 and received public testimony supporting the authorization of fundraising signs through the emergency ordinance O2011-196; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed Fundraising Sign regulations was issued on May 16, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on May 13, 2011 and was granted expedited review on May 31, 2011; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities at public meetings and hearings before the Planning Commission and City Council between March and June of 2011; and

WHEREAS, the Planning Commission held public meetings and public hearings on March 4 and 17 and forwarded a recommendation to permanently amend Chapter 45 of Title 21A to authorize fundraising Sign regulations to the City Council on May 10, 2011; and

WHEREAS, the City Council considered the proposed Fundraising Sign regulations at a City Council public hearing on May 16, 2011, which was continued on June 7, 2011; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Fundraising Sign regulations. The Fundraising Sign Regulations as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Codification of the Fundraising Sign regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Fundraising Sign ordinance into Title 21A of the Sammamish Municipal Code for ease of use and reference.

Section 3. Interpretation. The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the Council.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 7TH DAY OF JUNE 2011.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 11, 2011
Public Hearing: May 16, 2011
First Reading: May 16, 2011
Public Hearing: June 7, 2011
Passed by the City Council:
Date of Publication:
Effective Date:

1 **Fundraising Sign Ordinance Elements:**

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- 21A.15.1117 Sign, Fundraising (*Definition*)
- 21A.45.120 Signs or displays of limited duration. (*Add section authorizing fundraising signs*)

"Normal Text" is existing code language
~~"Strikethrough Text"~~ is existing language that will be deleted
"Underline Text" is code language that will be added

1 | **21A.15.1117 – Sign, Fundraising.**

2 | “Sign, fundraising” is a sign that is erected by a nonprofit or not-for-profit organization for the purposes raising
3 | money to support a cause or purpose promoted by the nonprofit or not-for-profit organization.

7 | **21A.45.120 - Signs or displays of limited duration.**

8 | The following temporary signs or displays are permitted and except as required by the International
9 | Building Code, Chapter 16.20 SMC, Construction Administrative Code, or as otherwise required in this
10 | chapter, do not require building permits:

14 | (7) Fundraising sign. Fundraising signs are allowed subject to the following provisions:

16 | (a) Location.

17 | i. Fundraising signs may only be located on private property as follows:

18 | a. On any property zoned Office (O), Community Business (CB), Neighborhood
19 | Business (NB), and Town Center A (TC-A); or

20 | b. On property with a residential zoning designation (R), where such property
21 | abuts a principal, minor, or collector arterial.

22 | ii. No more than one (1) fundraising sign may be located on any one (1) property;

23 | iii. Any fundraising sign authorized located on a street corner or driveway shall conform
24 | to Chapter 14.01 SMC, Public Works Standards, and SMC 21A.25.220, sight
25 | distance requirements; and

26 | iv. All signs shall be located on private property with the written permission of the
27 | property owner.

29 | (b) Specifications. Fundraising signs may be attached to a wall or be free standing signs
30 | subject to the following design specifications:

31 | i. Fundraising signs located on property zoned O, CB, NB, and TC-A shall be limited to
32 | a maximum area of 32 square feet;

33 | ii. Fundraising signs located on property zoned residential (R):

34 | a. Shall be limited to a maximum area of 16 square feet if located less than 50
35 | feet from a street property line; and

36 | b. Shall be limited to a maximum area of 32 square feet if located 50 feet or
37 | more from a street property line.

38 | iii. Signs shall not be illuminated;

39 | iv. Freestanding signs shall not exceed a height of eight (8) feet;

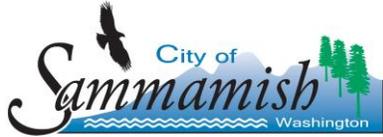
40 | v. All signs shall be constructed of a solid opaque material; and,

41 | vi. Freestanding signs shall be located outside of required zoning setbacks.

43 | (c) Removal.

44 | i. A permit is required and shall be issued for a six month period. The permit number
45 | and the permit expiration date must be clearly displayed on the face of each sign.
46 | The permit may be renewed upon payment of the required fee and subject to further
47 | review and approval under the requirements of this section;

48 | ii. Removal of the fundraising sign is the responsibility of the property owner and/or
49 | applicant.



City Council Agenda Bill

Meeting Date: June 7, 2011

Date Submitted: April 13, 2011

Originating Department: City Manager

Clearances:

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

Subject: Short Plat SHP003002 (Olshausen)

Action Required: Conduct Second Reading and adopt the Ordinance

Exhibits:

1. Settlement Agreement
2. Draft Ordinance
3. Frequently Asked Questions
4. Staff Report
5. Plat Map

Budget: n/a

Summary Statement:

There has been a long and litigious history surrounding this short plat. This ordinance is brought before Council for the purpose of resolving the litigation.

Background:

The short plat application is for property owned by Bernard and Kirsten Olshausen located at 21529 SE 28th Lane. The short plat application was filed with the City in April, 2003, under Application No. SHP003002. After some legal processes were concluded, City staff approved the short plat application in February, 2006, which included approval of a variation from road standards. Neighbors appealed the staff approval to the City Hearing Examiner under appeal no. APP006002. The Hearing Examiner reversed the approval of the short plat by order dated May 15, 2006. The Olshausens then filed a LUPA petition in King County Superior Court. The City did not participate in the appeal since the issues involved the Olshausens and their neighbors.

By order dated November 21, 2006, the Superior Court upheld the decision of the Hearing Examiner and remanded the short plat to the City Council for final action. The litigants failed to bring to the Court's attention that, under City Code and pursuant to state law, the responsibility to review land use applications had been delegated to the Hearing Examiner. Therefore, on February 6, 2007, the matter came before the City Council and Council voted to delegate the disposition of the short plat application to the Hearing Examiner. In May, 2007, the Hearing Examiner adhered to his previous reversal of the Staff approval of the short plat. More litigation ensued.



City Council Agenda Bill

The Olshausens brought a motion in Superior Court seeking to reverse the May 2007 order of the Hearing Examiner and also asked the Court to find the City in contempt for its delegation of the short plat to the Hearing Examiner. The Superior Court denied their motion to reverse the order of the Hearing Examiner and denied their motion to find the City in contempt.

In May 2010, the Olshausens filed a lawsuit against the City in U.S. District Court. In response to a motion for summary judgment, the Court held that the Superior Court order of November 21, 2006 was not heeded by the City and a trial date was set. At this point in time, the City is faced with conflicting judicial opinions. On one hand, the Superior Court order held that the City had complied with the earlier Superior Court order of November 2006 and, on the other hand, and with the Federal District Court order holding that the City had not complied with the Superior Court order of November 2006.

The unique circumstances surrounding this application and the parties desire to resolve the matter without further litigation warrant a variation from the established procedures. To that end, the parties have executed a settlement agreement in the hope of ending further litigation, and staff is now seeking Council adoption of the ordinance approving the short plat.

Financial Impact: None

Recommended Motion: Conduct second reading of Ordinance No._____, approving Short Plat SHP003002, and ratifying the settlement agreement entered into by the parties.

SETTLEMENT AGREEMENT

Plaintiffs: Bernard and Kirsten Olshausen

Defendant: City of Sammamish

Plaintiffs and Defendant agree to the following:

1. The City will adopt an ordinance, after public notice and a hearing before the City Council, establishing the following:

a. The Olshausen short plat is vested to the land use regulations in effect at the time of the original application, except for those which are contrary to the new ordinance.

b. The short plat is approved subject to and pursuant to the terms of the staff report of February 27, 2006, except that the condition regarding the construction of a sidewalk along the property located at 21553 S.E. 28th Lane shall not be required.

c. The new ordinance shall be the final land use decision of the City and shall not be appealable to the Hearing Examiner.

2. The parties immediately will execute a stipulation for a six-month continuance of the trial date in U.S. District Court Case CV10-779STZ. When the ordinance regarding the short plat is approved by the City, the parties immediately will execute a stipulation and order of dismissal with prejudice of Plaintiffs' lawsuit.

3. The City shall defend the new ordinance in the event it is challenged in court.

City of Sammamish

Plaintiffs

By: _____
Michael B. Tierney

By: _____
Bernard Olshausen

Date: _____

Date: _____

By: _____
Kirsten Olshausen

Date: _____

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2011-_____

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON AUTHORIZING APPROVAL OF SHORT PLAT**

WHEREAS, the City Council of the City of Sammamish recognizes the following facts:

1. Bernard J. and Kirsten Olshausen (Applicants) made an application for a two-lot short plat for property located at 21529 SE 28th Lane on approximately April 18, 2003 under Application No. SHP003002,
2. The short plat application was denied by City staff.
3. The applicants appealed the Staff denial to the City Hearing Examiner who upheld the Staff denial in a decision dated August 2, 2004.
4. The applicants filed a petition pursuant to the Land Use Petition Act (“LUPA”) under King County Superior Court cause no. 04-2-22038-6.
5. The LUPA petition was dismissed by the Superior Court without prejudice on February 14, 2006.
6. The Applicants requested a variation from road standards on approximately January 28, 2006.
7. City staff granted the variation on February 6, 2006.
8. City staff approved short plat application SHP003002 on approximately February 27, 2006.
9. Citizens appealed the staff approval to the City Hearing Examiner under appeal no. APP006002.
10. The Hearing Examiner reversed the approval of the short plat by order dated May 15, 2006.
11. The Applicants filed a second LUPA petition under King County Superior Court cause no. 06-2-18479-3.
12. By order dated November 21, 2006, the Superior Court upheld the decision of the Hearing Examiner and remanded the short plat to the City Council for final action.

Exhibit 2

13. By action taken on February 6, 2007, the City Council voted to delegate the disposition of the short plat application to the Hearing Examiner.
14. By order dated May 8, 2007, the Hearing Examiner adhered to his previous reversal of the Staff approval of the short plat.
15. On May 5, 2009, the Applicants brought a motion in the 2006 LUPA case seeking to reverse the May 8, 2007 order of the Hearing Examiner and seeking to find the City in contempt for its delegation of the short plat to the Hearing Examiner following the Superior Court order of November 21, 2006.
16. By its order dated July 31, 2009, the Superior Court denied the Applicants' motion to reverse the May 8, 2007 order of the Hearing Examiner and denied the Applicants' motion to find the City in contempt for delegating the short plat to the Hearing Examiner after the November 21, 2006 Superior Court order.
17. On approximately May 7, 2010, the Applicants filed a lawsuit against the City under cause no. CV10-779TSZ in U.S. District Court for the Western District of Washington.
18. By its order dated February 17, 2011, the Federal District Court held that the Superior Court order of November 21, 2006 was "not heeded by the City."
19. At this point in the course of litigation over this short plat, the City is faced with, on one hand, the Superior Court order of July 31, 2009 holding that the City had complied with the Superior Court order of November 21, 2006, and on the other hand, with the Federal District Court order of February 17, 2011, holding that the City had not complied with the Superior Court order of November 21, 2006; and

WHEREAS, the City's established procedures for processing short plat applications consists of staff review and decision-making followed by possible appeal to the Hearing Examiner, followed by possible Superior Court review under RCW 36.70C ("LUPA"); and

WHEREAS, during the multi-year pendency of this short plat application it has undergone multiple phases of staff review, multiple instances of review before the Hearing Examiner, and two LUPA proceedings; and

WHEREAS, the proposed short plat would create impacts on neighboring property that can reasonably be mitigated; and

WHEREAS, the unique and special circumstances of this application warrant a variation from the established procedures for processing short plat applications and a variation from some aspects of the ordinances and regulations applicable to the application; and

WHEREAS, the parties have executed a settlement agreement to the litigation; and

WHEREAS, the City Council desires to eliminate its exposure to liability and desires to follow the rulings of the courts;

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

Section 1. Given the unique and special circumstances, as set forth above, the City Manager, or his designee, is directed to approve short plat SHP003002 with the conditions and requirements approved by the City staff in the staff report of February 27, 2006; provided that the applicants shall not be required to construct a paved walkway to SE 28th Street across the property located at 21553 S.E. 28th Lane or to reserve a frontage tract for future right-of-way dedication. The application is vested under the regulations existing at the time of the original application except for those that conflict with this ordinance. The issuance of the short plat approval by the City Manager shall not be appealable to the Hearing Examiner and shall constitute a final decision of the City for purposes of proceedings under the Land Use Petition Act, RCW 36.70C.

Section 2. The execution of the settlement agreement is hereby ratified.

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

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE _____ DAY OF _____, 2011.**

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

Exhibit 2

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 13, 2011
First Reading: April 18, 2011
Second Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Frequently Asked Questions (FAQ)
Olshausen Short Plat Settlement

This FAQ document has been prepared by Sammamish Department of Community Development staff and attempts to address most of the issues and questions that have arisen on this litigation matter. We have not attempted to provide every detail in a very complicated history; rather, we have focused on key issues and events that have brought us to this point.

Summary

- The litigation involves an April, 2003 short plat application on property owned by Bernard and Kirsten Olshausen located on SE 28th Lane in Sammamish.
- Through a complicated history and various court actions, including the latest federal court case, the short plat application has remained active, and is considered to be vested to the city codes in effect in 2003. The short plat meets the requirements in effect in 2003 and therefore is approvable.
- The City Council is being asked to confirm a settlement agreement to **resolve the litigation, eliminate the City's liability exposure, and follow the rulings of the courts.**
- The settlement agreement requires the City Council to adopt an ordinance directing the City Manager to approve the short plat with the conditions as outlined in the February 26, 2006 staff report, except that no street frontage improvements would be required.
- Approving the short plat does not foreclose any party from contesting the short plat approval via a Land Use Petition Act (LUPA) action, which is a quick and streamlined procedure in Superior Court.
- The First Reading of the ordinance was held on April 18, 2011 (public comment was taken) and the Second Reading is scheduled for June 7, 2011.

What is the litigation background?

- The litigation and permit history is complicated and involves multiple actions (approvals, denials, appeals and remands) by several parties including the applicant, neighbors, City staff, the City Hearing Examiner, three Superior Court judges, and a Federal court judge. In addition to the complex history, the City is faced with conflicting judicial opinions.
- In the most recent court action (May 2010) the Olshausens filed a lawsuit against the City in U.S. District Court alleging civil right violations. In response to the City's motion for summary judgment, the Federal Court held (February 2011) that a 2006 Superior Court order was not heeded by the City, and a trial date was imminent.
- If the settlement is not approved, the Federal jury trial will continue and the City will incur trial costs and risk an uncertain outcome, including a potential damage award, and will risk a finding that it has violated a citizen's civil rights.

Let's go back: What about the early permit history?

- The short plat application was reviewed by City staff against city code and initially denied for two reasons. First, the City and the applicant disagreed about the classification of the wetland located to the west of the property. Second, the applicant had not agreed to make the street frontage improvements requested by the City.
- At issue were the wetland classification (Category 1 or Category 2) and the resultant applicable buffer size under the 2003 city code.
- The classification of the wetland was held to be a Class 2 wetland in the original hearing examiner's decision. The classification decision would not set a precedent for review of other applications due to the 2003 vesting of this application. The City's critical areas regulations, as well as the wetland rating methodology, have changed since 2003 and new applications will be required to meet current requirements.

What about the Hearing Examiner decisions and Superior Court cases?

- The initial Hearing Examiner decision in August 2004 upheld the staff denial based on the street frontage issue, but overruled the city staff on the wetland issue.
- The applicant then filed a LUPA appeal in King County Superior Court; the appeal was dismissed by the Superior Court without prejudice on February 14, 2006.
- The applicant, as a result of the court proceedings, applied for a variation from road standards to resolve the remaining approval issue. The variation was granted by city staff on January 28, 2006, and the short plat approved on February 27, 2006.
- A second Hearing Examiner appeal ensued, with the Examiner reversing the short plat approval. A second Superior Court action was filed by the applicant, the case was litigated, and the matter remanded back to the City Council for disposition in November 2006.

Why didn't the City participate in the second Superior Court process?

- The City did not participate in the second Superior Court appeal since the specific issues involved the Olshausens and their neighbors, and the outcome of the case either way did not present significant policy issues for the City.
- The City Manager and City Attorney have a duty to evaluate each such court action and to decide whether to expend City funds to participate in the case.
- In this second Superior Court case, the judge also upheld the denial but remanded the case back to the City Council to decide (see below). This is the Superior Court order that the Federal court believes the City did not follow, because the City Council followed the City's normal process and delegated the case back to the Hearing Examiner rather than taking direct action to approve or deny the short plat.

At some point, the City staff approved the short plat, correct?

- Yes, as noted above, city staff granted preliminary approval for the short plat in 2006, which included approval of a variation from the street standards. The short plat meets the requirements and is approvable under the applicable 2003 City code.

But wasn't there a notice problem?

- The notice issue was a difference between staff and the Hearing Examiner on whether a secondary Notice of Application (NOA) was procedurally required prior to issuing the 2006 staff approval. As described below, the Examiner overruled staff.
- City code requires that we issue a NOA and a Notice of Decision (NOD) as a part of the preliminary approval process for short plats. Both a NOA and NOD were issued in the original process in 2003. In February 2006, staff issued a second NOD to grant preliminary approval for the short plat (a second NOA was not issued). All parties of record and property owners within 500 feet were sent the NOD.
- Citizens appealed the preliminary approval to the Hearing Examiner and he reversed the approval on this procedural point, holding that his 2004 decision was final.
- One of the contradictions in the various court orders consists of the Superior Court's finding that the Hearing Examiner decision of August 2004 was not final, meaning that the first application was still active, but that the City was nonetheless required to issue a second NOA.
- Staff observes that because of the multiple Hearing Examiner and court actions, including this unusual process underway now, the Olshausen short plat process has provided numerous opportunities for stakeholder and public comment.

Doesn't the City Council approving the short plat instead of staff create a precedent?

- No. The City Council will be complying with court orders issued in extremely unique circumstances.
- Since this is a litigation settlement, the City Council may take this action. It does not create a precedent for other land use or permitting decisions. A review of the city code related to the hearing examiner's authority shows that the hearing examiner's authority is clearly defined.
- The complicated and unique circumstances surrounding this application require a variation from the City's normal permit procedures, specifically to have the City Council take an action that is normally administrative.

Is there an issue regarding whether the short plat is subject to current regulations?

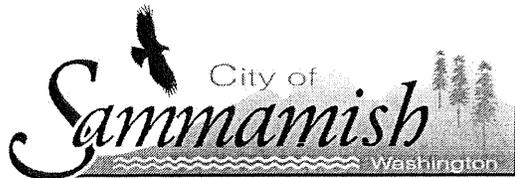
- No. Because of the continued litigation, the application is considered as still active and vested to the 2003 regulations.

What are the conditions of Preliminary Approval?

- This short plat would be required to adhere to the same conditions as any other similar land use application in Sammamish. The staff report included in the 2006 staff approval contains the list of conditions.
- The only changes to these approval conditions are that the applicants shall not be required to construct a paved walkway to SE 28th Street across the property located at 21553 S.E. 28th Lane, nor to reserve a frontage tract for future right-of-way dedication.
- Granting of preliminary approval is one step in a multi-step process to create the one additional lot. Other steps include preparing engineering drawings and having them reviewed and approved, physically completing any on-site improvements, and submitting final drawings for approval and recording. All additional steps will be handled administratively according to normal city procedures.

Will the short plat create any serious problems for the neighborhood or the environment?

- No. The property is appropriately zoned and planned for this type of development. This short plat is essentially an infill-type development, creating one additional lot in an established neighborhood.
- Existing houses and driveways surround the proposed new lot on all sides. There is a house and driveway in between the new lot and the wetland and buffer. The short plat complies with the 2003 regulations except for the sidewalk-improvement which, as all parties agree, is no longer required.
- Additional review will be completed at the construction/engineering plan review stage related to compliance with applicable city codes, improvements will be inspected as completed, and final short plat documents will be reviewed prior to recording.



Department of Community Development

486 228TH AVENUE NE • SAMMAMISH, WASHINGTON 98074 • TEL 425.836.7938 • FAX 425.898.0669 • WEB WWW.CI.SAMMAMISH.WA.US

City of Sammamish
Short Plat #SHP003002

Staff Report

Applicant: Bernard Olshausen
21529 SE 28th Lane,
Sammamish, WA 98075

Parcel/Tax ID#: #0924069112

Proposal: The applicant proposes to subdivide .82 acres (35,670 square feet) of property into two single-family residential building lots. An existing single-family residence is located on the subject property. The total land area for proposed Lot 1 would consist of 25,230 square feet, while proposed Lot 2 would consist of 10,440 square feet. Access to the property is obtained via SE 28th Lane, an existing private road.

Decision: **Approved**

Date of Decision: February 27, 2006

History:

The applicant, Bernard Olshausen, submitted a short plat application on April 18th, 2003. The application was deemed complete on July 8th, 2003. A Notice of Application was mailed in on July 21st, 2003, and posted onsite on July 22nd, 2003. The notice of application identified a public comment period for the proposal, extending from July 22nd through August 11th, 2003. At the time of application the applicant did not meet the standards for an identified class 1 wetland buffer as well as public work road standards. Subsequently, the preliminary short plat was denied on November 20th 2003. The applicant appealed the city's short plat denial to the hearing examiner. The hearing examiner upheld the denial but also determined that the applicant had a class 2 wetland and thus the wetland is treated for the purposes of this short plat as a class 2 wetland. The applicant continued an appeal of the hearing examiner's decision for public works standards to the superior court. The applicant withdrew the appeal after entering mediation with the city on public work standards, i.e. a variation from such standards.

The applicant submitted a variation request presented in a letter to the City of Sammamish dated January 28, 2006. The applicant's letter requests a variation on the type of frontage and offsite improvements required as a condition of preliminary plat approval. The city granted the applicant's variation request on February 6, 2006; as doing so meets requirements for safety, environmental considerations, function, and meet the neighborhood characteristics.

Findings:

Based on information provided by the Applicant, the case file, Sammamish Municipal Code, Sammamish Comprehensive Plan, and Public Works Standards (PWS), the City of Sammamish Director of Community Development finds:

1. The short plat proposal is SEPA exempt per WAC 197-11-800(6)(a);
2. The subject site is located at 21529 SE 28th Lane, Sammamish, Washington; further described as King County Assessor's Parcel #0924069112; located within Section 9, Township 24 North, Range 6 East, Willamette Meridian; City of Sammamish, King County, State of Washington;
3. Current zoning for the parcel is R-4 Residential, with the surrounding parcels utilized for established single family residential use;
4. Per the site plan submitted April 18th, 2003, the subject property is of a rectangular shape, comprised of approximately .82 acres, measuring approximately 205 x 174 feet. The existing single-family residence (referred to on the site plan as Lot 1) is accessed via SE 28th Lane. Proposed Lot's 1 and 2 of the Olshausen short plat application would obtain access via SE 28th Lane, a private road (Per PWS Chapter 15).
5. A class II wetland shall have a 50 foot buffer;
6. The Hearing Examiner has determined that the wetland be considered a class II wetland for the purposes of this short plat.
7. There is a 15 feet building setback from the edges of all sensitive area and buffers;

Conclusions:

1. **The following general limitations shall apply to all short subdivision applications (ISDC 19.26.060):**
 - A. **Only a separate lot, as defined in ISDC 19.04, or a combination of two or more contiguous separate lots may be short subdivided:** The property under application is a separate lot. ***Criterion "1(A)" has been met;***
 - B. **A maximum of four lots may be created by any single application:** The Applicant has Requested to short subdivide a separate lot into two single-family residential lots. ***Criterion "1(B)" has been met;***
 - C. **A maximum of eight lots may be created from two or more contiguous parcels with any common ownership interest; and:** The applicant is requesting to subdivide a separate lot into two single-family residential lots and no contiguous parcels are known to be under common ownership. ***Criterion "1(C)" has been met;***
 - D. **Except as provided in ISDC 19.26.150, if the lot to be subdivided was created through a prior short subdivision, at least five years must have passed since the recording of such prior to short subdivision:** The applicant seeks to subdivide a separate lot that was either not created through a prior short plat, or at least five years has passed since the recording of such prior short subdivision. ***Criterion "1(D)" has been met.***

2. Each lot within the short subdivision or short subdivision alteration shall have acceptable access to a street conforming to City street standards or to a lower level of improvement acceptable to the City Engineer. Individual lots may be served by access panhandles, established either by fee ownership or easement, subject to approval of the Department. In order to assure safe and adequate access, the Director (19.26.080):

- A. **May limit direct access to certain streets and require on-site public streets in lieu of individual driveways or access panhandles, in accordance with the City street standards;** The subject parcel obtains access via SE 28th Lane, an existing private street. Per Public Works Standards (PWS) 15.090 A-1, private streets are allowed if they are, "permanently established by commonly owned tract or easement providing access to *serve no more than four dwelling units* or businesses on separate parcels,". A variation from public works standards was granted since the private street serves more than four lots number of lots. The portion of SE 28th Lane fronting the short plat will be a required to provide future dedication language on the face of the plat stating that future homeowners of all lots in the short plat will not object to the future conversion of the private street to a public street; and, will dedicate the tract area indicated on the plat as a potential future public road. Off site improvements should include improvements the private street to meet city private street standards per PWS 15.090. The private street is required to have a minimum of 20 feet paved driving surface and paved walkway five foot in width on one side, separated by an extruded curb to prevent parking on the walkway. ***Criterion "2(A)" has been met;***
- B. **Shall require off-site improvements to public or private streets needed to provide access from the short subdivision to a road acceptable to the City Engineer;** SE 28th Lane is currently a partially paved 30-foot wide road easement. Per PWS 15.100, all new developments which obtain access from substandard public or private streets shall be required to construct all necessary street improvements to bring any street up to current City standards prior to final approval. A portion of SE 28th Lane will be a required to provide future public street dedication language on the face of the plat. The street will be improved with half street improvements by the applicant. ***As proposed, criterion "2(B)" has been met;***
- C. **Shall assure that the number of lots to be served by the road street system complies with the street standards; and:** The applicant provided a written request for a variation from PWS requirements. The City Engineer approved the applicant's variation request. ***Criterion "2(C)" has been met;***

3. Preliminary decision.

- A. Conformance with adopted City and state rules and regulations in effect on the date the complete application was received. Such rules and regulations include, but are not limited to:

- i. **RCW 58.17:** As proposed, the short plat does comply with RCW 58.17. Provisions are made, as appropriate, for public health, safety, and general welfare, and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks, and recreation, playgrounds, schools and school grounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school, and; the public use and interest will be served by the platting of such short subdivision and dedication.

Access to the proposed short plat will be obtained via SE 28th Lane, an improved road. Children currently walking in the street, i.e. SE 28th Lane will upon completion of the improvement be able to walk along an isolated walkway which will extend along the entire length of SE 28th Lane to the adjoining public street. The closest bus stop is located at the intersection of 216th Avenue and SE 28th Street. ***Criterion "3(A)(i)" has been met;***

ii. SEPA (RCW Ch. 43.21C): The short plat proposal has been determined to be SEPA exempt under WAC 197-11-305, as cited within WAC 197-11-800(6)(a). **Criterion "3(A)(ii)" has been met;**

iii. Zoning: Subject parcel is zoned Urban Residential 4 (R-4). As proposed, short platting of the property would allow for an additional single family residential building footprint to be located onsite. **Criterion "3(A)(iii)" has been met;**

iv. Street Standards: Proposed Lots 1 and 2 of short plat #SHP003002 would obtain access from SE 28th Lane, an existing legally nonconforming private road. The applicant would be required to provide future dedication language for that portion of the proposed short plat fronting SE 28th Lane and improve the road with half street improvement to public standards. **Criterion "3(A)(iv)" has been met;**

v. King County Code 9.04, Surface Water Runoff: Review of the applicant's Level I Drainage Analysis was reviewed and approved by public works staff. **Criterion "3(A)(v)" has been met;**

vi. Shoreline Management: The subject site is located more than 200 feet from Pine Lake, a designated Shoreline of the State. Criteria "3(A)(vi)" is not applicable to the proposal. **Criterion "3(A)(vi)" has been met;**

vii. Short Subdivisions: As proposed, and in consideration of the Hearing Examiner's decision the short plat does comply with short subdivision criteria. **Criterion "3(A)(vii)" has been met;**

viii. Fire Code: The Fire Marshal is required as a condition of approval to approve fire apparatus access roads per the International Fire Code. **Criterion "3(A)(viii)" has been met;**

ix. Administrative rules adopted to implement any such code or ordinance provision: No administrative rules applicable to the subject application have been adopted to implement the development code. **Criterion "3(A)(ix)" has been met;**

x. King County board of health rules and regulations; and: The proposal would be served by public water and sewer. The required water and sewer certificates were issued by the Sammamish Plateau Water and Sewer District on 03.05.03. **Criterion "3(A)(x)" has been met;**

xi. Conformance with applicable private restrictions and covenants: The proposed short plat is not known to be subject to any private restrictions or covenants. **Criterion "3(A)(xi)" has been met.**

B. Consideration of the recommendations or comments of those agencies having pertinent expertise or jurisdiction; On July 22nd, 2003, a Notice of Application was sent to all required public agencies, interested parties, and property owners within 500 feet of the property. The Notice identified a public comment period extending from 07.22.03 through 08.11.03. One letter of comment, dated August 11th, 2003, was received during the public comment period. The comment letter expressed concerns pertaining to the applicant's wetland report. **Criterion "3(B)" has been met.**

Summary/Decision:

A short subdivision (short plat) shall be granted by the city only if the applicant demonstrates all of the criteria enumerated within conclusion numbers: 1, 2, and 3, above, are met. Initially, the short plat was

denied but upon reclassification of the wetland through the Hearing Examiner's decision and through project revisions the applicant was able to comply with applicable criteria. The city has determined that the approval criterion has been met, and the Olshausen 2-Lot short plat is hereby approved as conditioned.

Conditions of Approval

A. General Conditions:

1. The Applicant shall comply with all city, state, and federal rules and regulations in effect on the date of complete application. Such rules and regulations include, but are not limited to: RCW 58.17; SEPA (RCW Ch. 43.21C) as implemented by SMC 20.15; SMC Title 21A, Zoning; SMC 14.01 Street Standards; KCC Title 9, Surface Water Runoff; SMC Title 25, Shoreline Management; SMC 19.35, Short Subdivisions; SMC Title 17, Fire Code; Administrative rules adopted to implement any such code or ordinance provision and; conformance with applicable private restrictions and covenants;
2. The short subdivision approval shall be null and void if any condition is not satisfied and the final short plat is not recorded within the approval period of (3) three years; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the short subdivision are prohibited until the preliminary decision becomes effective;
4. The short plat shall be developed in substantial conformance with the approved site plan received by the city on February 7, 2006. A copy of the said site plan is attached hereto as Exhibit A;
5. Approval of a preliminary short plat does not imply or guarantee approval of any building permit/s, engineering plans, clearing and grading permits, signage, and/or signage locations, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations in effect at the time of application submittal and the establishment of a complete application;

B. Prior to Recording:

6. All short subdivisions shall meet the provisions of SMC 19.35.100 (1-3), prior to recording, and shall include the signatures of all persons having an ownership or security interest in the land being subdivided;
7. For the purpose of insuring compliance with all conditions of approval and the standard requirements of the SMC, the applicant shall provide financial guarantees in conformance with Chapter 27A of the SMC, if and as necessary;
8. Applicant shall provide written confirmation from Sammamish Plateau Water and Sewer District, affirming that there are no water or sewer issues impeding the recording of the final short plat;
9. Prior to final plat approval, the Fire Marshall shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes;

C. Public Works

10. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in revisions to the

Exhibit 4

preliminary short plat,

11. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control;
12. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;
13. Offsite access improvement is required per PWS.15.100 and consistent with PWS Figure 01-05 for a Local Road from the frontage of the proposed short plat to the nearest Public Road, SE 28th Street and shall consist of a minimum of 20 feet of paved driving surface and paved walkway 5 foot in width on one side, separated by an extruded curb to prevent parking on the walkway;
14. The applicant shall set aside in a separate tract for future dedication to the city a minimum of 30 feet in width of SE 28th Lane, along the entire length of the frontage of the short plat;
15. Street frontage improvements along the entire frontage of the proposed short plat per PWS.15.110 and consistent with PWS Figure 01-05 for a Local Road are required along SE 28th Lane and shall include, 20 feet in width of asphalt driving surface, and a 5 foot wide pedestrian walkway. Additional pavement shall be added on the north side of the future road centerline (within the 30 feet existing road easement) to obtain the required 20 foot wide paved section. The pedestrian path should be constructed of either asphalt or concrete, located at the edge of the 30 feet dedicated to the ROW, and separated from the road by a vegetated swale;
16. The drainage plan, Technical Information Report, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;
17. As specified in Section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final short plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs;
18. All new utility installation serving the short plat within the short plat or along frontage shall be underground;
19. Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, planted medians, or swales shall be the responsibility of the abutting property owner(s). Under no circumstances shall the city bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians;
20. The applicant or subsequent owner(s) shall comply with City of Sammamish Municipal Code Chapter 14.20, which contains provisions for payment of mitigation payment system (MPS) impact fees at final plat approval or building permit issuance;
21. A clearing and grading and a right of way permit shall be reviewed is required prior to initiation of any onsite construction;

D. Conditions to Appear on the Face of the Final Plat:

22. The following note shall be shown on the face of the final recorded plat: No lot or portion of a lot shall be subdivided, sold, re-sold, or its ownership transferred in violation of city, county, state, or

Exhibit 4

federal standards, rules, regulations, or laws;

23. Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" address ranges on the face of the final recorded plat;
24. School, traffic, storm water mitigation, and administration fees will be collected in accordance with applicable regulations;
25. Metal products such as galvanized steel, copper, or zinc shall not be used in building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented;
26. Future homeowners of all lots in the short plat will not object to the future conversion of the private street to a public street; and, will dedicate to the public the ROW tract indicated on the plat as "potential future public road; upon request of the City of Sammamish;
27. 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 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;
28. 30-ft frontage tract, labeled "potential future public road" and noted as a tract set aside for possible dedication to the City of Sammamish upon request of the city;

Staff Report Prepared By:

Emily Arteche

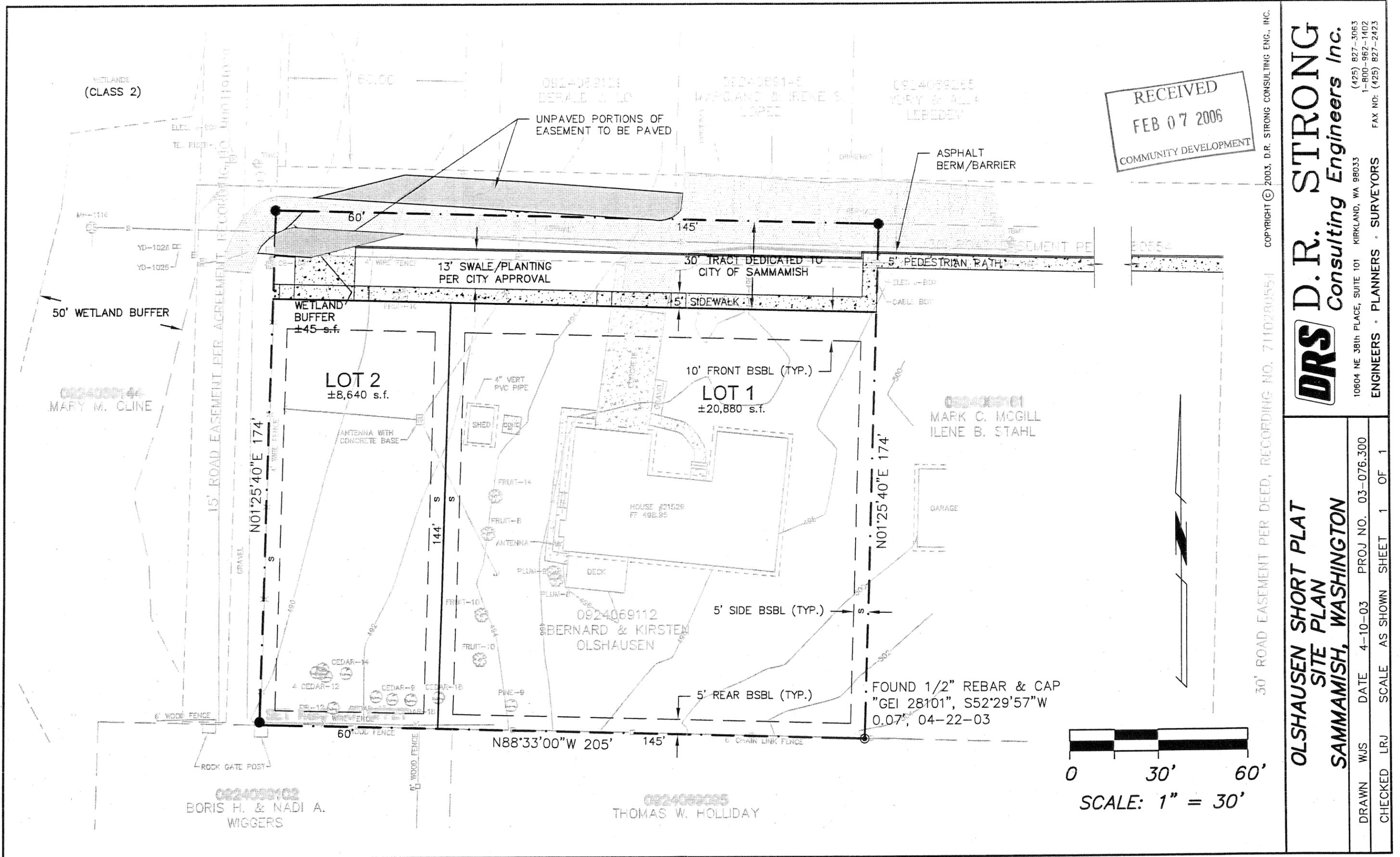
Date:

2/27/06

Emily Arteche

Senior Planner

City of Sammamish



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30' ROAD EASEMENT PER DEED, RECORDING NO. 7110280554

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OLSHAUSEN SHORT PLAT
SITE PLAN
SAMMAMISH, WASHINGTON

DRAWN WJS DATE 4-10-03 PROJ NO. 03-076.300
CHECKED LRJ SCALE AS SHOWN SHEET 1 OF 1

