



City Council Study Session

AGENDA

May 11, 2010

6:30 pm – 9:30 pm

Call to Order

Public Comment

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

Topics

- 1. USGA 2010 Senior Open (Golf Tournament)**
- 2. Community and Parks Survey/Hebert Research**
- 3. Evans Creek Park Design/LPD**
- 4. Sammamish Landing Revised Preferred Alternative**
- 5. Freed House**

Council Reports

City Manager Report

Adjournment

City Council Briefing
USGA 2010 Senior Open
11 MAY 2010

Update to the City Council on 06 April

What remained to be done:

- | | |
|----------------------------------|----------------------|
| • Local Access & Parking | This Report |
| • No work on ELSP on Fri, 30 JUL | Contractor contacted |
| • Update Web page | On-going |

Information desired:

- Approximate 7% or 261 event ticket purchasers are from ZIP's 98074 - 75.
- Approximate 9% or 235 USGA volunteers from ZIP's 98074 - 75. NOTE: the number 235 does not include 50 volunteers who because of the "section chair" status will be parking inside the Sahalee gates.
- Both of the above %'s and numbers include Sahalee residents.

Local Access & Parking

Meeting held on TUE, 27 APR:

- Recap of events to date
- City Council position is to strongly encourage a shuttle bus for local participants – visitors and volunteers
- Discussion
- Outcomes
 - Access via foot thru Sahalee is not possible – due to liability issues and the fact that Sahalee residents will likely be asked to drive in & out the south gate to avoid traffic servicing the tournament.
 - As a result of the above and the City Council direction to focus on a shuttle bus, the walk-in option is no longer being considered.
 - Only the local shuttle bus option was then discussed
 - USGA/Sahalee CC does not have funding for a bus – and – there are other concerns.

Issue	Pros	Cons
Participants/volunteers have to drive to Marymoor Park	Keeps traffic entirely out of neighborhood streets	Some inconvenience to drivers and slight increase in traffic/air pollution
	Allows traffic, parking and security systems already planned to function to their maximum efficiency	

Issue (continued)	Pros	Cons
Participants/volunteers from Sammamish ONLY have shuttle bus access from/to Eastlake HS	Directly addresses the needs of Sammamish participants & volunteers to avoid having to drive to Marymoor Park	Places an additional work element – security/compliance - on whoever sponsors the shuttle bus for security. Are we really going to tell someone who has no Sammamish ID they can't ride the bus if they have event tickets?
	Eastlake HS parking lot already a planned part of the tournament support	This may overload the lot – especially if Issaquah residents & other area participants want to use this site
Who pays for a shuttle?	USGA – they do not have the funds and are concerned that they have submitted a traffic and parking plan that meets earlier expressed City desires to have absolute minimal impact to neighborhoods.	City – what is the municipal purpose? Convenience to local participants/volunteers; avoidance of arterial traffic between City & Marymoor?

Summary: the USGA is not warm to a shuttle bus for local participants/volunteers and suggests that one not be utilized, preferring instead to stay with the existing plan for all to go to Marymoor Park & bus to and back from the site.

However, if it is the desire of the City Council to have a shuttle bus for local participants/volunteers then the following is put forth for consideration:

- USGA is already putting up funds for the Eastlake HS parking lot – approx \$1500
- The City (if a municipal purpose) and potentially others from the local business community could share in shuttle costs – anyone who shares is a also a partner in sharing risk
- A shuttle bus (more than one may be required) will have a range of costs as illustrated below:

Potential Contractor	Information
Snoqualmie Valley Sr. Center	No can do – this is beyond their Charter

Potential Contractor (continued)	Information
Dial-A-Ride-Transit (DART) - operated through Hopelink. 21 passenger - these vans are 19/2 units.	1 van w/CDL driver for 7/12 is approx. \$5460.
Arbor School	Bus only, no driver. No costs known yet
Enterprise Car Rentals – 15 passenger van	\$1977.60 Does not include driver, or insurance, will probably need two vehicles.
LWSD	Does not Charter
First Student	Proposal requested
Gray Line – 21 passenger	\$ 6504.47 includes driver & insurance.
Overlake Christian School	Does not Charter

NOTES:

A shuttle bus site will need a person to check ID of riders to ensure that those riding are residents of 98074-5. If this is not done, the parking lot may be overfilled by people from outside Sammamish, denying Sammamish residents this service.

Some have indicated that sales tax generated as a result of the tournament may offset the cost of the bus shuttle. As an FYI only, it would take \$1,176,470.00 in local retail sales to generate \$10,000 in sales tax revenue to the city (a full 1% city sales tax x .85, the other .15 goes to the County). It is highly unlikely local residents will utilize the shuttle service to do their local shopping to generate this much sales activity. Therefore, if the Council desires to have a shuttle bus service it's justification would benefit by reasons other than economic activity for the local merchants and city revenues.

Staff understood the council direction to be an exploration of a shuttle service direct between the tournament and Eastlake High School. On this basis the discussions with the USGA/Sahalee CC and the Sahalee HOA have taken place. Cost information sought and provided is also based on the Eastlake HS – Sahalee shuttle concept. Any additional service area will likely require a second shuttle and added costs to provide adequate service.

Meeting Date: May 11, 2010

Date Submitted: April 27, 2010

Originating Department: Parks and Recreation**Clearances:** City Manager Attorney Admin Services Community Development Finance & IT Fire Parks & Recreation Police Public Works**Subject:** Parks, Recreation and Open Space Survey and the Citywide Survey of Community Opinion**Action Required:** Authorize the City Manager to approve a contract with Hebert Research to develop and conduct two community surveys.**Exhibits:**
1. Contract
2. Scope of Work**Budget:** \$140,000 Parks 2009-2010 budget for Professional Services
\$10,000 City Council's 2009-2010 budget for Professional Services**Note:** This contract was previously discussed at the May 4, 2010 City Council meeting and was deferred to the May 11, 2010 Study Session for further discussion. The agenda bill and contract are being provided for your reference only – the information and content has not changed.**Summary Statement:**

The Parks and Recreation Department desires to enter into a contract with Hebert Research for the design and implementation of two community assessment surveys; one for the Parks, Recreation and Open Space (PRO) Plan and one for the Citywide Survey of Community Opinion.

Hebert Research was selected from proposals solicited through the eCityGov Shared Procurement Portal. The selected firm has impressive survey experience with municipalities and previous experience working with the City of Sammamish.

Since the City is undertaking two surveys, staff spent some time exploring a variety of cost saving measures. One idea was to combine the two surveys, but ultimately the length of the survey would be too long. In the end, it was decided to use one company to conduct both surveys. Using the same firm to conduct both surveys will save the City approximately \$6,000.

For the surveys to be statistically valid, a sample of 400 residents per survey is recommended (minimum) and is specified in the scope of work. The sample will be stratified by age of respondents to accurately reflect the opinions of the general population of the City. Once the quota is reached for each age bracket, further results from that age bracket will be dismissed to preserve the stratification. The

call list, which we are purchasing, will combine cell phone and land line numbers for an integrated phone line sample within the City of Sammamish.

The PRO Plan survey draft will be developed throughout the month of May with anticipation of the survey being conducted in either June or July. Staff will present the survey results to the City Council in July or September of this year. The community survey will follow a similar schedule.

Background:

The PRO Plan is part of the City's Comprehensive Plan. The current PRO Plan was adopted December 2004. As this plan must be updated every six years to maintain eligibility for state grants, we are underway with a plan update and anticipate adoption in late 2011. A statistically valid survey is a required element of the plan.

The Community Opinion Survey is used to measure the overall satisfaction our community has with city services. This survey is managed by Communications Manager Tim Larson, and is typically conducted every two years.

Financial Impact:

The contract amount with Hebert Research is \$21,236.00. This contract includes the PRO Plan survey and the community-wide survey.

The 2010 Park Planning Professional Services budget has a total of \$140,000.00 allocated for the PRO Plan project. A portion of these funds were intended to fund the PRO Plan public survey. Additional funds will be used for specialized consultant work as needed to complete various studies and elements of the plan itself.

The 2010 City Council budget includes \$10,000 to support a community-wide survey.

Recommended Motion:

Authorize the City Manager to approve a contract with Hebert Research to develop and conduct two community surveys for \$21,236.00.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Hebert Research

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit "___"

 X A sum not to exceed \$21,236.00

 Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, 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.

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 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.

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 Hebert Research
Contact Name Raechelle Turner
Street Address 13629 Bel-Red Road
City, State Zip Bellevue, WA 98005
Phone Number 425-643-1337
Email rturner@hebertresearch.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

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

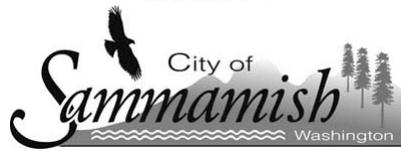
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation

 Partnership

 Government Consultant
 Individual/Proprietor

 Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



Scope of Work for Community & Parks Surveys City of Sammamish April 2010

HR HEBERT RESEARCH, INC.
www.HebertResearch.com



Project Approach/Scope of Work

Quantitative Telephone Survey

Hebert Research will conduct two (2) separate quantitative telephone surveys with City of Sammamish residents.

- A statistically valid community wide survey assessing the attitudes and opinions of residents on such topics as city services, programs, communication and outreach methods, satisfaction levels, etc.
- A statistically valid Parks and Recreation survey for the Parks Comprehensive Plan update.

Sampling Frame

The sampling frame will involve a stratified probability sample of 400 residents (per survey) within the City of Sammamish. Probability sampling assures that there will be sufficient sample cells for understanding the population of the City of Sammamish and their opinions of the community as well as with the Parks and Recreation programs. Hebert Research will sample several demographic variables within the City of Sammamish including not but not limited to life stages, age, gender and other components.

- **Gender**

Hebert Research will stratify the sample based upon respondent gender. The current distribution of males and females within the City of Sammamish is fairly even as illustrated in the table below. Hebert Research recommends the following sample size for males and females:

Residents of Sammamish Gender		
Gender	Percentage	Recommended Sample Size
Male	50.2%	201
Female	49.8%	199
Total	100.0%	400

- **Age**

Another critical area to analyze when stratifying a sample is the age of the respondents. If there is too large of a discrepancy from one age group to the next, the data collected from the sample may be more representative of one age group than another, and thus not accurately reflect the opinions of the general population of the City of Sammamish. For the purposes of the calling, those under the age of 18 years old will not be included in the research. The following table represents the age brackets of the City of Sammamish and the recommended sample size for the parks and recreation research project as well as the community opinion survey.

Residents of Sammamish Age		
Age Group	Percentage	Recommended Sample Size

18 to 24	7.3%	29
25 to 34	16.7%	67
35 to 44	33.0%	132
45 to 54	27.0%	108
55 to 64	10.0%	40
65 and older	6.0%	24
Total	100.0%	400

- **Sample List**

Hebert Research will purchase a list of City of Sammamish residents, of which 3-4% will be cell phones and the remaining will involve land lines. With the stratified sample of ages, gender, geographic location, a representative sample of the population will be reached and meet the requirements of the margin of error.

- **Life Stages**

Hebert Research recommends the probability sample frame include clusters around life stages with residents of the City of Sammamish. The types of life stages will include the following:

- Young, single adults who have moved to Sammamish
- New families that include both singles and married
- Growing families both single and married
- Households who do not have children
- Those residents who have retired or are in there "second half"
- Residents with special needs such as health issues, unemployment and other conditions.

Development of the Questionnaire

Hebert Research will work in conjunction with the City of Sammamish and meet with parks and recreation representatives as necessary to prepare an actionable questionnaire. It is estimated that there will be 20 to 30 questions included in the questionnaire.

Multivariate Analysis

Tests of statistical differences and measures of association between and within the subsets of the sample will be conducted. Examples of the dependent variables would include gender, age, life changes and other demographics.

- Correlation Matrices are recommended for understanding the relationship of independent variables with one another. These will include satisfaction with various city services and programs.
- Cluster Analysis is recommended to understand characteristics that are shared with individual sub-populations of Sammamish residents and what their expectations and satisfaction of community services are.
- Linear Discriminant Analysis is a very robust statistical procedure. It will involve building regressions to determine the coefficients that can be used in an index which identifies which services and programs are most valuable.

Deliverables

Hebert Research will deliver two (2) executive summary reports which will be developed in a user-friendly format with charts and tables, clear and concise analysis, and actionable findings and conclusions. The executive summary reports will explain the univariate and multivariate findings and will include summarized conclusions and recommendations from the research at the end of the reports. Univariate and multivariate analysis will be conducted among the key variables designated by Hebert Research. Jim Hebert, CEO/Sr. Research Director of Hebert Research, will present the findings of the research in person to the Sammamish City Council and other key players of the leadership team working on this project.

Budget

Research Project	Budget Amt.
Parks & Recreation Survey	\$9993.00
Community Opinion Survey	\$9993.00
Sample List	\$250.00
Additional expenses	\$1000.00
Grand Total	*\$21,236

**Note: The above budget does not include incidental pass-through expenses such as long distance telephone charges, sample list charges, travel, mailings, etc. Any such charges that are handled by Hebert Research will be billed at our actual cost plus a 10% processing fee and required along with the first half billing charges. Changes to the scope of work may require a budget revision or addendum.*

Terms and Conditions

The project will proceed upon receipt of the Authorized Approval of this research plan. Invoices will be billed according to the City of Sammamish's billing policies and contract. Changes to the scope of work may require a budget revision or addendum.

Please complete and return the Authorization Approval along with the first half amount due to:

Raechelle Turner
 Director of Public Policy
 Hebert Research, Inc.
 13629 N.E. Bel-Red Road
 Bellevue, WA 98005
 Phone: (425) 643-1337 ext. 158
 Cell: (206) 718-2022
 Email: rturner@hebertresearch.com

Authorized Approval

Printed Name _____ Date _____

Signature _____

Title _____

Business/Organization Name: _____

Mailing Address _____

City _____ State WA ZIP _____

Phone _____ Fax _____

Email _____



Department of Parks and Recreation

801 - 228TH AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.CI.SAMMAMISH.WA.US

Date: May 11, 2010

To: Ben Yazici, City Manager

From: Jessi Richardson, Parks and Recreation Director

Subject: Evans Creek Preserve Phase I: Upper Parking Lot and Meadow Trail System

At the May 4, 2010 City Council meeting we presented a contract with LPD Engineering to the City Council for consideration. LPD Engineering was selected to provide civil engineering support for the Phase I improvement project at Evans Creek Preserve. A decision was made to defer this item to the May 11 Study Session for further discussion. For your reference, I am providing the original agenda bill, the contract with LPD Engineering, and the site graphics for consideration. I have also prepared this memo as it provides additional background information on Evans Creek Preserve and a more detailed overview of the Phase I project.

General Background:

Evans Creek Preserve consists of 179-acres of undeveloped open space located in unincorporated King County, abutting the City of Sammamish on its south side, and Highway 202 on its north side. The site includes a segment of Evans Creek (a perennial salmon bearing stream), large areas of wetlands, steep slopes, and open meadow areas. Evans Creek Preserve is one of the largest park planning efforts undertaken by the City since incorporation.

The City purchased the 174-acre Galley property, now known as Evans Creek Preserve for \$1.5 million in 2000. With the addition of the nearby Department of Natural Resources property, the site now totals approximately 179 acres. A 26.4-acre site owned by King County abuts the west side of the property and is being considered for future acquisition.

Master Plan Process:

The City's Model Master Plan Process was conducted May to September 2007 to arrive at a preferred long-term strategy for Evans Creek Preserve. A web-based community survey and three public meetings on June 6, July 18 and September 5, 2008 were conducted. The Master Plan was reviewed by the Parks Commission and the City Council after each of the public meetings.



Preservation and restoration of the undeveloped open space along with showcasing sustainable design solutions are the design goals of the Evans Creek Preserve Phase I project.

Between 2008 and 2009 additional studies were requested and prepared for the Evans Creek Preserve Project and used as resources to assist with planning efforts.

- Traffic Analysis, by Dave Evans and Associates, Inc. (April 2008)
- Wetland and Stream Study, by The Watershed Company (February 2009)
- Schematic Design Geotechnical Investigation, by HWA Geosciences Inc. (February 2009)
- Schematic Stormwater Design Summary, by Ed McCarthy, the Watershed Company (February 2009)
- Interpretive Plan Concept and Graphic, by The Watershed Company (February 2009)
- Schematic Design Report, by J.A. Brennan Associates (February 2009)

The Master Plan is broken out into eight phases and includes vehicular access to the Preserve via 224th Ave. NE (off of Highway 202), upper and lower parking lots, restroom facilities, a tool shed, a picnic shelter, and a small natural play area. The rest of the park will be maintained as a natural area containing a network of hillside and lowland trails, including ADA accessible trails, pin-pile boardwalks, footbridges, viewing platforms, and a potential equestrian trail along the west side of 224th, extending to the southeast edge of the property.

The Evans Creek Preserve Master-Plan was adopted by the City Council on September 15, 2009.

The Phase I Project:

The Evans Creek Preserve Phase I project includes construction of a small upper parking lot (10



The Preserve is a place for education about the environment, and to showcase sustainable design and environmentally sound stewardship.

spaces), a pedestrian bridge crossing Evans Creek (independent of the old farm bridge), closing of the existing farm bridge with a fence (while maintaining it in place for mitigation purposes), construction of a small loop trail around the meadow and in the vicinity of the future lower parking lot, prefabricated restrooms, and a tool shed. A large trail loop will be constructed in partnership with the Washington Trails Association (WTA), and a native plant garden will be installed in the vicinity of the upper parking lot in partnership with the Washington Native Plant Society (WNPS). Additionally, trail and site informational kiosks will be located at the upper parking lot and near the restroom detailing the various features of this unique park.

Environmental Stewardship

In keeping with the intent of the Preserve as a place for environmental education, elements that showcase sustainable design and environmentally sound stewardship are appropriate. Small structures such as the tool shed and restroom are designed with a green roof and solar lighting.

The stormwater management techniques employed at the site include a rain garden and dispersion trenches that utilize large areas of native vegetation to filter and infiltrate stormwater. The use of goats for clearing of invasive plant materials such as blackberries is being considered as an alternative to mechanical means. A native plant garden is proposed to serve as an education tool for the community. Interpretive signage will help share the story of sustainable design, construction, and function.

Project Status:

In addition to designing the Phase I project, staff are preparing a permit application for submittal to King County. This property lies outside of City limits, therefore permitting falls under the jurisdiction of King County.

The team is also working on preparing a grant application for the Recreation Conservation Office (RCO) to acquire additional funding for this project.

The projected timeline for design thru permitting to construction is as follows:

- Phase I Construction Documents:
Summer 2010
- Phase I Permitting –Fall/Winter 2010
- Phase I Bid – Winter 2010
- Phase I Construction – Winter/Spring 2011



This project is one of many capital project brought in-house for design in 2010 as a cost saving measure. The Parks Planning Team, all licensed Landscape Architects, will complete the landscape architectural portion of the design.

Conclusion:

The Parks Planning Team is very excited to work on the Evans Creek Preserve Phase I improvement project and enthusiastically looks forward to taking the lead and working with community groups such as the WTA and WNPS. We envision future partnerships at this park including working with community volunteer groups for seasonal maintenance, noxious weed removal, trail improvements, and enhancement of sensitive area buffers.

I welcome the opportunity to further discuss this project or address any questions that you may have regarding Evans Creek Preserve and/or the proposed Phase I improvements.

Meeting Date: May 11, 2010

Date Submitted: April 27, 2010

Originating Department: Parks and Recreation

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Evans Creek Preserve Phase 1 design

Action Required: Authorize the City Manager to sign a contract with LPD Engineering, PLLC for civil engineering support services for the Evans Creek Preserve Phase I Project in the amount of \$97,450.

Exhibits: 1. Contract

Budget: \$825,000 is allocated in the 2010 budget for the Evans Creek Preserve Phase I Project.

Note: This contract was previously discussed at the May 4, 2010 City Council meeting and was deferred to the May 11, 2010 Study Session for further discussion. The agenda bill and contract are being provided for your reference only – the information and content has not changed.

Summary Statement:

Phase I Improvements at Evans Creek Preserve include demolition of existing buildings, construction of a small gravel parking lot (10 stalls), an entry sign, a multi-use trail system, a pedestrian bridge, wetland buffer enhancement and mitigation, storm drainage improvements, a tool shed, and restrooms.

This project was one of many capital projects brought in-house for design in 2010 as a cost savings measure. The Parks Planning Team, all licensed Landscape Architects, will complete the landscape architectural portion of the design. Additional civil engineering assistance is needed to support the work of the landscape architects.

Staff solicited proposals for civil engineering services through the eCityGov Shared Procurement Portal. Based on the project approach, work with projects of a similar nature, the experience and qualifications of the staff, and the ability to meet the project timeline, LPD Engineering was selected for the project.

Background:

This contract covers the preliminary Phase I design through permit and construction drawings and specifications. As a general reminder, this property lies outside of the City limits, therefore permitting is

being handled by King County. LPD Engineering will provide civil engineering support as may be needed during the permitting phase.

Some of the specifics of this contract include civil design of site amenities (parking lot, restroom, tool shed, drainage facilities) in relation to the utilities and storm drainage. Utility work includes investigation of existing on-site and off-site water and septic systems. An existing well and septic system on-site will be investigated for potential re-use. Design of a water system for the restrooms and irrigation, and design of a septic system for the restroom will follow this preliminary investigation.

Storm drainage work included in this contract involves defining the drainage basins (most projects contain one basin but due to the large site it is probable the site contains several drainage basins), conducting a downstream analysis (a detailed review of the study area that includes field inspections, investigation of previous drainage complaints and problems, and a description of the drainage system and its existing and predicted problems), and meeting all requirements of the King County storm drainage code. Additionally, a Technical Information Report (TIR), which explains the storm drainage design analysis and technical information, will be prepared. This information is required by King County when the design elements exceed 5,000 sq. ft. of impervious surface and when the site contains sensitive areas. As you are probably aware, Evans Creek Preserve has many sensitive areas - wetlands, streams, and Evans Creek. The storm drainage design will strive to incorporate low impact development (LID) solutions such as dispersal trenches, rain gardens, and a green roof system.

As part of this contract, the consultants will also prepare a Construction Storm Water Pollution Prevention Plan (CSWPPP) and Storm Water Pollution Prevention and Spill Plan (SWPPS). The CSWPPP identifies the measures and Best Management Practices (BMPs) required on site during construction to prevent sediment and pollutants from entering bodies of water and/or groundwater. The plan is made up of an erosion and sediment control (ESC) plan to address any discharge of sediment. The SWPPS addresses the prevention of other pollutant discharges (oil, diesel fuel, etc.). These items are also required by the King County drainage code and typically include site plans, details, and written information.

As mentioned previously, Parks Planning Team members are taking the lead on this project including design and layout of the trails, the restroom building, the parking lot, the tool shed, preparation of the wetland mitigation plans, and the planting restorations plans. The planning team is also overseeing the consultants used on this project and coordinating the permitting process. As a final note, the Washington Trails Association (WTA), as part of a separate contract, will build a substantial portion of the Phase I trail system in coordination with the public bid for the remaining portion of the project. Staff are working closely with WTA to develop the trail layout and identify the components of the trail system that can be built as part of this partnership.

Additional Background on the Project and the Property:

The City purchased the 174-acre Galley property for the Evans Creek Preserve for \$1,500,000 in 2000. With the addition of the nearby Department of Natural Resources property, the site now totals approximately 179 acres.

The City's Model Master Plan Process was conducted from May to September 2007 to arrive at a preferred long-term strategy (aka a Master Plan) for Evans Creek Preserve. A web-based community survey and three public meetings on June 6, July 18 and September 5, were conducted. The Master Plan was reviewed by the Parks Commission and the City Council consecutively after each of the public meetings. The Evans Creek Preserve Master-Plan was adopted by City Council on September 15, 2009.

The Hazardous Materials Survey (contract approved by City Council on February 16) of the existing buildings on Evans Creek Preserve is complete and currently being reviewed by City staff.

Anticipated timeline for the Phase I Project:

Phase I Design and Construction Documents: Winter/Spring 2009/2010

Phase I Permitting: Summer/Fall 2010

Phase I Bid: Winter 2010

Phase I Construction: Spring 2011

Financial Impact:

The contract amount is for \$97,450. A total of \$825,000 is allocated in the 2010 Budget (Parks CIP) for Phase I design and construction. The project budget covers costs associated with surveys, preparation of construction drawings, permitting, construction administration, and project construction. The majority of the design work and the construction administration will be done in-house by the Parks Planning Team.

Recommended Motion:

Authorize the City Manager to approve the professional services contract with LPD Engineering PLLC for engineering support services in the amount of \$97,450.00.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: LPD Engineering PLLC.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and LPD Engineering PLLC., 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 \$97,450.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, 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.

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 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.

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 LPD Engineering PLLC.
Contact Name Laurie Pfarr, PE
Street Address 7936 Seward Park Ave. S
City, State Zip Seattle, WA 98118
Phone Number 206.725.1211
Email LaurieP@lpdengineering.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: Laurie Pfarr

Title: City Manager

Title: Principal

Date: _____

Date: 4/23/10

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)



7936 Seward Park Ave. S.
 Seattle, Washington 98118
 P. 206.725.1211
 F. 206.973.5344
 lpdengineering.com

Proposal for Civil Engineering Services

Date: April 21, 2010

To: City of Sammamish
 Parks and Recreation
 801 228th Ave SE
 Sammamish, WA 98075

Attn: Kellye Hilde

From: Laurie Pfarr, PE

Project: Evans Creek Preserve

Thank you for the opportunity to provide this proposal. We look forward to working with you. This proposal is to confirm our understanding of the scope of services and compensation for this project.

Description of Project

This project involves engineering design for Phase I of the multi-phased development of the Evans Creek Preserve. The Evans Creek Preserve, a 179-acre property owned by the City of Sammamish, is located south of State Highway 202, roughly between 220th Avenue NE and 224th Avenue NE. The site is just outside the city limits, in unincorporated King County. The City of Sammamish has completed the Evans Creek Preserve Long Term Strategy Plan (LTS) and the concept design for the Preserve. It is anticipated that the project will be constructed with a combination of Washington Trails Association Volunteer Labor and a publicly bid contractor. Phase I Design is anticipated to include the following improvements:

- a. Vehicular access via 224th Avenue NE
- b. Demolition of the existing structures as necessary to construct improvements (it is anticipated that the two residential structures including the barns and shed will be removed however exact structures to be determined)
- c. Construction of the upper gravel parking lot with 10 stalls (assumed to be outside of the wetland buffer)
- d. Construct trail adjacent to existing driveway
- e. Construct trail loop in vicinity of future lower parking lot
- f. Construct outer loop and connecting trails with applicable board walks and crossings
- g. Construct 4 view points per final schematic layout plans dated 2/27/09
- h. Plantings in the vicinity of the upper parking lot and nearby buffers
- i. Temporary irrigation
- j. Septic system/drain field improvements
- k. Tool shed for use by Parks Department and during volunteer restoration efforts
- l. A pedestrian bridge across Evan's Creek
- m. Storm drainage bioretention for detention and water quality (at upper lot)
- n. Restrooms



This proposal is for civil engineering services. LPD will also provide permit support services for the project. This proposal is based upon the LPD's meeting with Sammamish Parks staff, as well as the concept design documents, design reports and King County Voluntary Pre-application meeting minutes provided to LPD by the City of Sammamish. It is understood that survey, geotechnical engineering, electrical engineering, environmental services, and landscape design will be provided by Sammamish Parks and Recreation (SPR) and/or its consultants.

Site Description

The property encompasses a variety of topographic and habitat conditions. The southern end of the site is characterized by medium-to-steep grades, which make up a portion of the northern slope of the Sammamish Plateau. From the toe of the slope northward, running roughly east to west is a band of gently sloping dry upland, interrupted by a series of tributary streams running down the slope. The streams converge, more or less, in a wetland approximately in the center of the site. The wetland, in turn, flows into Evans Creek, which cuts across the northeast corner of the site, flowing in a northwesterly direction. The northwest quarter of the site is the wettest, with the exception of some small high spots, two of which host some of the abandoned homes and outbuildings on the site. Previous owners used to keep livestock on the property. The only traces left of that prior activity includes a small paddock in disrepair, and the expected infestations of invasives across much of the cleared areas formerly grazed. According to previously prepared reports and King County records, the site contains or is located within the following sensitive areas:

- 15 delineated wetlands ranging from Category IV to Category I, requiring buffers range from 40 feet to 300 feet depending on the rating, habitat functions, and intensity of proposed land use.
- 11 delineated streams. Evans Creek is a fish bearing Type F stream, which requires a 165-foot buffer. Tributaries range from sub-surface Type O to seasonal non-fish bearing Type N to some fish bearing Type F, requiring buffer widths of 25 feet, 65 feet, and 165 feet, respectively.
- 100 year floodplain (some portions of the site are located within the floodplain; other areas have none mapped)
- Redmond-Bear Creek Valley Groundwater Management Area
- Critical Aquifer recharge area category 1 and/or 2
- King County designated Conservation Flow Area
- Landslide Hazard Drainage Area



Scope of Services

As stated above, the scope of services for this proposal includes civil engineering for the Phase 1 portion of the Evans Creek Preserve Development. LPD's scope of work including civil engineering, permit support and project management is described below. LPD's scope of services is detailed as follows:

Design Services A – Preliminary Design

Preliminary Design /Investigation Phase

1. Coordinate with Sammamish Parks and their consultants.
2. Conduct a site visit to review existing conditions and confirm preliminary design assumptions.
3. Review existing site documents provided by the owner including:
 - a. Evans Creek Preserve Schematic Design Report
 - b. Project SEPA Checklist
 - c. Evans Creek Preserve Wetland and Stream Study
 - d. Geotechnical Report
 - e. Schematic Storm Water Design
 - f. Traffic Analysis
 - g. Site Plans and Site Survey
 - h. Voluntary Pre-application comments and meeting notes
4. Attend project kick off meeting.
5. Provide comments to design team and establish design criteria per discussions with the design team and the City.
6. Coordination with King County regarding specific requirements, existing infrastructure, and availability of services. On-going coordination with the County throughout the design and permit process.
7. Define the drainage basins and conduct downstream investigation / drainage complaint research/ WLRD and DOE water quality issues investigation for each basin identified.
8. Coordination with King County Fire Protection District 34 to determine requirements for restroom and access.

Mandatory Preapplication (50% CDs) Submittal

1. Coordinate with Owner, Owner's Consultants, and Design Team.
2. Coordinate subconsultant design documents for inclusion with pre-application and City review submittals.
3. Design on-site civil systems (50% CD phase) including:
 - a. temporary erosion and sedimentation control
 - b. site demolition
 - c. parking lot layout and access (parking and access will also include a schematic layout for phase 2 Parking to define limits of possible useable space for septic and well head protection if required)
 - d. paving/grading
 - e. storm water management system (in accordance with the 2009 King County Stormwater Manual).
 Management system is anticipated to include:
 - i. rain garden design for upper parking area
 - ii. dispersal trench design associated with restroom building and shed.
 - iii. full dispersion associated with trails
4. Prepare Preliminary Technical Information Report (in accordance with "Full Drainage Review" requirements of the 2009 King County Stormwater Manual)



5. Parking lot preliminary design. Sammamish Parks Department will provide architectural site plan with dimension parking including stall widths and drive aisles, ADA stall, layout of pedestrian pathways and surfacing, and impervious surface calculations. LPD will review Sammamish Parks design and provide comment with respect to drainage considerations.
6. Coordinate with Geotechnical Engineer in design of drainage system and TESC plans.
7. Provide civil engineering support for SEPA (to be prepared by SPR).
8. Provide QA/QC review of plans and/or documents
9. Prepare design progress documents for City of Sammamish review.
10. Revise civil documents and coordinate subconsultant revisions per City of Sammamish redlines.
11. Prepare mandatory pre-application documents for submittal to King County. LPD to provide the civil design documents and reports as required by the County. The actual permit submittal to the County will be by the SPR.
12. Attend Mandatory Pre-application Meeting.
13. Attend team meeting to review County Comments from the Pre-application Meeting.

Design Services B - Construction/Permit Documents

Permit Documents (90-95% CDs) *(King County Clearing and Grading and Building Permits; JARPA HPA)*

1. Coordinate with Owner, Owner's consultants, and Design Team
2. Coordinate permitting requirements with SPR, King County and Washington State as required.
3. Coordinate subconsultant design documents for inclusion with permit and City review submittals.
4. Develop permit plans for on-site civil systems including:
 - a. Cover sheet
 - b. temporary erosion and sedimentation control
 - c. site demolition
 - d. grading and storm water management
 - e. paving
 - f. Details and notes
5. Prepare Technical Information Report system (in accordance with the 2009 King County Stormwater Manual), including:
 - i. Upstream and Downstream analysis for all basins
 - ii. rain garden design for upper parking area
 - iii. dispersal trench design for bathroom roof and shed
 - iv. full dispersal for trail systems
6. Prepare CSWWP and SWPPP
7. Coordinate with Geotechnical Engineer in design of drainage system and TESC plans.
8. Prepare project civil specifications in CSI format. Coordination of subconsultant specification sections.
14. Prepare design progress documents and specifications for City of Sammamish review.
15. Revise civil documents and coordinate subconsultant revisions per City of Sammamish redlines.
16. Provide support to SPR for JARPA (HPA) Application.
17. Prepare civil plan sets for the C&G, Building and HPA permit submittals. LPD to provide the civil design documents and reports as required to SPR. The actual permit submittal to the County will be by the SPR.
18. Provide QA/QC review of plans, specification and/or design documents.



Response to KC comments (100% CD/Bid)

1. Coordinate with Owner, Owner's consultants, and Design Team
2. Continued coordination of permitting requirements with SPR, King County and Washington State as required.
3. Coordinate subconsultant design documents for inclusion with permit resubmittal and City review submittals.
4. Revise civil site design and design documents (including TIR, CSWWP and SWPPP) for permit resubmittal and Sammamish Parks review.
5. Revise project civil specifications in CSI format. Coordinate of subconsultant specification sections.
6. Prepare revised plan sets for the C&G, Building and HPA permit submittals for final approval by permitting agencies. LPD to provide the civil design documents and reports as required to SPR. The actual permit submittal will be by the SPR.
7. Upon permit approval, prepare and provide bid plan sets (civil plans, specifications and reports) to SPR.
8. Prepare Notice of Intent (Assumes City will publish notice)
9. Provide QA/QC of plan set and documents.

Proposed Fee

Our fee for services is based upon the information we have at this time. We propose to provide civil engineering consulting and drafting services on an hourly basis for Design Services A – Preliminary Design. Our anticipated maximum fee for this work is as follows. This estimate is meant to be a budget only, and is not a guaranteed maximum. Fees for B and C will be reviewed and revised as necessary upon completion of Phase I.

Design Services A – Preliminary Design		
Civil Engineering Services		
Preliminary Design and Investigation	\$18,700	
50% CD / Mandatory Pre App	\$19,250	
Subtotal – Phase 1 Civil Engineering		\$37,950
TOTAL PHASE I		\$37,950
Design Services B – Permit/Construction Documents (Budget to be reviewed at the conclusion of Phase I)		
Civil Engineering Services		
Permit Submittal (90-95% CD)	\$37,800	
100% CDs - Permit Resubmittal / Bid	\$19,700	
Sub Total LPD Civil Engineering Services		\$57,500
TOTAL PHASE I & II		\$95,450

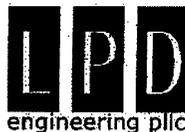
Per the attached Schedule of Conditions dated August 1, 2009, expenses will be billed in addition to this amount. An expense budget is included below.

Expense Budget	
Expense Budget (reproduction, delivery, earthwork calculations, etc.)	\$2,000.00



Assumptions

- Survey in AutoCAD format including point file will be provided by others. A PDF of the final signed survey will also be provided. Survey will be used as base map for civil drawings. A detailed field survey will be provided in the areas of the parking lots, bathrooms, well and water system, septic system, proposed bioretention, and existing structures to be demolished as well as areas for the boardwalk, view points and pedestrian bridge. Survey shall include topographic information, above and below grade utilities including but not limited to water, sewer, storm, power, gas, cable, telephone etc. Inverts, size and direction of flow shall be included for storm and sewer.
- Assumes geotechnical report with civil engineering recommendations and infiltration assumptions per King County requirements will be provided to LPD by others. It is assumed that the geotechnical engineer will provide on-going coordination and review of the proposed improvements including providing required recommendations for any mitigation measures associated with the site being located within the Landslide Hazard Drainage area.
- Assumes that layout of the trails will be done by others. LPD will assist Sammamish Parks Department with alternative trail sections. Coordination with WSTA will be by Sammamish Parks Department.
- Structural Engineering by others.
- Septic Evaluation by others. Sammamish Parks will coordinate with the Septic Designer for the location and design of new system if the existing system is not re-usable. Incorporation of findings into LPD documents and design coordination with Stormwater system will be considered an additional service.
- Sammamish Parks will meet with DOE on-site preliminary assessment of the existing site wells if found or the requirements of for drilling a new well. Sammamish Parks will assess impacts of using a well system on the overall site design. Incorporation of findings into LPD documents and coordination of the installation of a new can be provided as an additional service.
- Base fee assumes LPD will coordinate with permitting agencies. All fees associated with and actual permit submittal will be by City of Sammamish Parks.
- It is assumed the site plan will not undergo any changes that will significantly impact the site elements of this project.
- Assumes no public utility extensions will be required.
- Assumes no additional fire hydrants or relocated hydrants will be required.
- Variances, if required, will be an additional service
- There are no designated Historic Structures on site that will impact the site design.



7936 Seward Park Ave. S.
 Seattle, Washington 98118
 p. 206.725.1211
 f. 206.973.5344
 lpdengineering.com

Schedule of Conditions

The services and compensation of LPD Engineering, PLLC are based on the following conditions unless otherwise noted in the accompanying proposal.

1. Hourly Charges for Personnel

1.1	Principal	\$156.00
1.2	Project Manager III	\$156.00
1.3	Project Manager II	\$130.00
1.4	Project Manager I/Engineer III	\$120.00
1.5	Engineer II	\$100.00
1.6	Engineer I	\$96.00
1.7	Design Engineer I	\$70.00
1.8	Design Engineer II	\$80.00
1.9	Senior Project Administrator	\$92.00
1.10	Technical Writer /Editor	\$92.00
1.11	Senior CAD Drafter III	\$85.00
1.12	CAD Drafter II	\$75.00
1.12	CAD Drafter I	\$70.00
1.11	Administrative Assistant	\$45.00
1.12	VE – Principal	\$130.00
1.12	VE – Senior Engineer	\$120.00

Rates are reviewed and adjusted as necessary on an annual basis. When dictated by inflationary pressure, changes in the schedule may be made. Unless other arrangements have been made, charges for all work, including continuing projects initiated in a prior year, will be based on the latest schedule of charges.

2. Reimbursable Expenses

2.1 Reimbursable expenses including travel expenses within the project area, regular mail, and other basic charges incurred during the course of our work are included in our hourly rate. Plotting and printing of civil drawings or printing of civil specifications, rental Equipment, courier services or special delivery items are not included in our fee and will be charged at 1.1 x cost, unless specifically noted in our proposal.

3. Billing

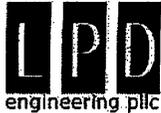
3.1 Invoices will be issued monthly and are payable within 30 days of the date client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of one percent (1%) per month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred in collecting delinquent accounts shall be paid by the Client.

3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, LPD Engineering, PLLC may suspend performance of services upon five (5) calendar days' notice to the Client. LPD Engineering, PLLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

4. Dispute Resolution

4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and LPD Engineering, PLLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

4.2 Should the dispute not be resolved by non-binding mediation, it shall be litigated in King County, Washington Superior Court. Thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to LPD Engineering, PLLC a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing services under similar circumstances. The prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness fees.

**5. Standard of Care**

5.1 Services provided by LPD Engineering, PLLC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of the execution of this agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

6. Risk Allocation/Limit of Liability

6.1 The Client agrees that to the fullest extent permitted by law, LPD Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the fees for the services outlined in this agreement.

7. Termination

7.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8. Verification of Existing Conditions

8.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that LPD Engineering, PLLC shall not be liable for any costs or damages incurred by any person or entity resulting from concealed conditions.

8.2 In addition, LPD Engineering, PLLC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

9. Opinion of Probable Costs

9.1 LPD Engineering, PLLC will not provide opinions of probable costs for this project unless specifically noted in the Scope of Work.

10. Transfer of Drawings/Electronic Media

10.1 Electronic files containing background information shall be provided to LPD Engineering, PLLC at regular intervals throughout the project. The files shall be layered such that all information pertinent to the preparation of the structural drawings is isolated to a specific layer or layers. In addition, since electronic files are continuously modified throughout the project, plots of the architectural drawings shall be provided to LPD Engineering, PLLC on a regular basis at sufficient intervals to meet schedule requirements.

10.2 LPD Engineering, PLLC will provide electronic files to other design team members, when necessary, at no charge. The use of the provided electronic media is for the convenience of the user only, and will be without any liability or legal exposure to LPD Engineering, PLLC

10.3 Electronic files will not be provided to the Owner, unless special arrangements and/or compensation are made.

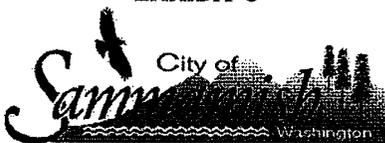
11. Assignment

11.1 This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

12. Insurance

12.1 Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation
- Partnership
- Government Consultant
- Individual/Proprietor
- Other (explain) Professional Limited Liability Company (tax classification is corporation)

TIN No.: 91 1991124

Social Security No.: _____

Print Name: Laurie Pfarr, PE

Title: Principal

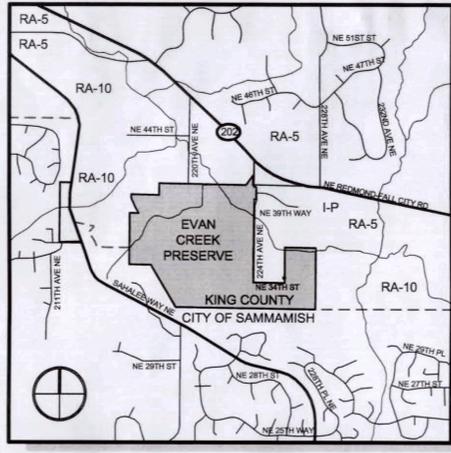
Business Name: LPD Engineering, PLLC

Business Address: 7936 Seward Park Ave S, Seattle, WA 98118

Business Phone: 206-725-1211

4/23/10
Date


Authorized Signature (Required)



VICINITY MAP

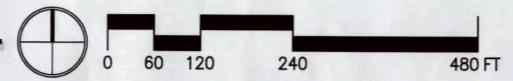
SCALE: 1"=2000'

**EVANS CREEK PRESERVE
PHASE 1: TRAIL AND ACCESS DESIGN ELEMENTS**

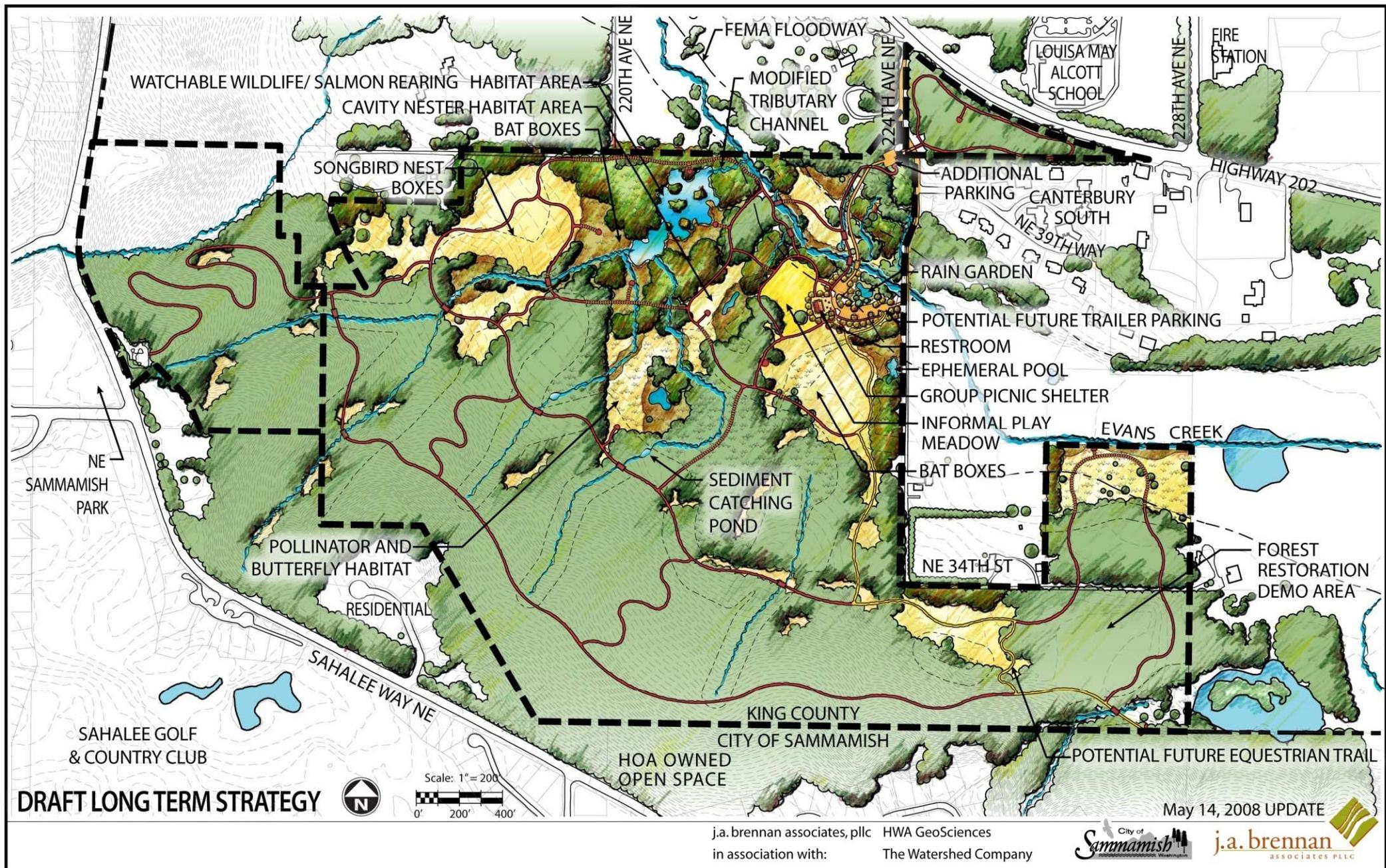
- **Vehicular Access and Parking:** Access to the Preserve is via 224th Ave NE and to a small 10-car parking lot.
- **Pedestrian Trails and Boardwalks:** A system of 4' handicapped accessible pedestrian trails is proposed throughout the Preserve providing opportunities for wildlife watching, environmental education and preservation and restoration of high quality wildlife habitat. Boardwalk crossings over wetlands will be 4'-6' wide wooden boardwalks with pin-pile footings to avoid wetland impacts. Boardwalk widths will match trail sizes. Viewpoints located along the trail system give visitors the opportunity to enjoy the surrounding environment. The City of Sammamish is partnering with the Washington Trail Association (WTA) to build approximately 2 miles of trails.
- **Pedestrian Bridges:** A 6' wide by 35' long pedestrian bridge is proposed to cross Evans Creek. The pedestrian bridge provides a fully accessible crossing of the creek as a part of the primary pedestrian entry path to the Preserve.
- **Educational Interpretive Signs:** A series of up to 15 interpretive signs is proposed along the preserve trail system to provide information about natural systems, wildlife and habitat.
- **Restrooms Facilities:** The proposed restrooms are designed to represent the rural character of the Preserve as well as exhibiting sustainable technologies which include a green roof to treat rain water and solar panels for electricity.
- **Tool Shed:** A tool shed is proposed in the vicinity of the upper parking lot. This tool shed would be for use by City of Sammamish Parks Department maintenance staff, in addition to storage of materials and tools for use during community volunteer restoration events. The proposed tool would also have a green roof.
- **Wildlife Habitat Enhancement:** Habitat diversification is proposed to increase habitat both for native plant species and for associated wildlife.



**EVANS CREEK PRESERVE
PHASE 1: TRAIL AND ACCESS**



Evans Creek Preserve Long-Term Strategy





DATE: May 11, 2010

TO: Ben Yazici, City Manager

FROM: Jessi Richardson, Director of Parks and Recreation

RE: Sammamish Landing Master Plan – Revised Preferred Alternative

I am pleased to bring back the revised preferred alternative for the Sammamish Landing Master Plan to City Council. This plan was last presented to Council on November 16, 2009, but no consensus was reached at the meeting. The components of the plan are summarized below. With consensus from the City Council on the preferred alternative, we will proceed with the SEPA review and anticipate final adoption of the plan in early 2011.

Project Background:

In 2001, the City received a gift of 1,470 feet of Lake Sammamish waterfront property. In March 2009 the City of Redmond transferred five neighboring parcels to the City of Sammamish, three of which are on the waterfront and two of which are on the upland side of the park. A few privately-owned parcels interrupt the land in public ownership. The area included in the Master Plan is not contiguous, but will extend approximately 3,000 feet along the shoreline. The King County East Lake Sammamish Trail is also adjacent to the City's waterfront parcels. City staff have been coordinating the master planning efforts with King County to ensure development of a cohesive plan.

Revised Preferred Master Plan:

Attached are graphics of the Revised Preferred Master Plan, separating the linear park into three stretches, namely the central core, the northern end and the southern end.

The design includes a central beach that extends between two new docks, proposed in the same location as the existing docks. While the central beach is shown in its entirety, it is important to note that this represents the "bookends" of the project and the beach may be built/expanded in phases.

The plan proposes to keep the handful of pocket beaches along stretches of the shoreline that have already been subject to impact over the years. There are a variety of other amenities including walking trails, a restroom building, picnic shelters, gardens, and opportunities for art and interpretive experiences.

A total of 36-parking spaces, including ADA stalls are proposed in the upland parcel. A surface pedestrian crossing with flashing LED's (in the ground) will likely be included in the initial phases of this project to accommodate safe crossings from the parking lot to the park.

At the direction of Council, a few ADA parking and drop-off stalls are now incorporated at the core, west of East lake Sammamish Parkway. Potential additional parking is also identified at the upland parcel and along the east of East Lake Sammamish Parkway, where the right-of-way width will allow for it.

When funding for this project becomes available, the staff recommendation is to focus the first phase of construction on developing the core area, including the parking lot, the restroom building and key features of the park – swimming area, dock, walking trails etc. The anticipated cost for a Phase I development at this site is approximately \$3 to 5 million. The costs will depend largely on the final scope of the project including parking lot design and necessary roadway improvements.

Funding:

The Master Plan phase of this project is fully funded. No funds, however, are currently allocated in the CIP for construction. You will recall that \$3 million for Phase I at Sammamish Landing was included in the park bond in 2008.

Next Steps:

- Council Approval to Proceed with SEPA Process: Anticipated on May 11, 2010.
- SEPA Review: June 2010 through December 2010.
- Resolve property issues with King County.
- City Council Adoption of Master Plan: Anticipated in early 2011.
- Project implementation is dependent on future funding allocations.

Additional Background Information

Master Plan Timeline:

Community Survey

- Web Survey ending September 24, 2008

Public Meetings

- Meeting #1: Early Input Meeting, September 17, 2008
- Meeting #2: Review of Master Plan Alternatives, November 19, 2008
- Meeting #3: Review of Preferred Master Plan, July 15, 2009

Parks Commission

- Early Input Meeting: September 10, 2008
- Review of MP Alternates (Joint meeting with City Council): December 9, 2008
- Review of Preferred Master Plan: September 9, 2009
- Review of Revised Preferred Master Plan: November 11, 2009

City Council Updates:

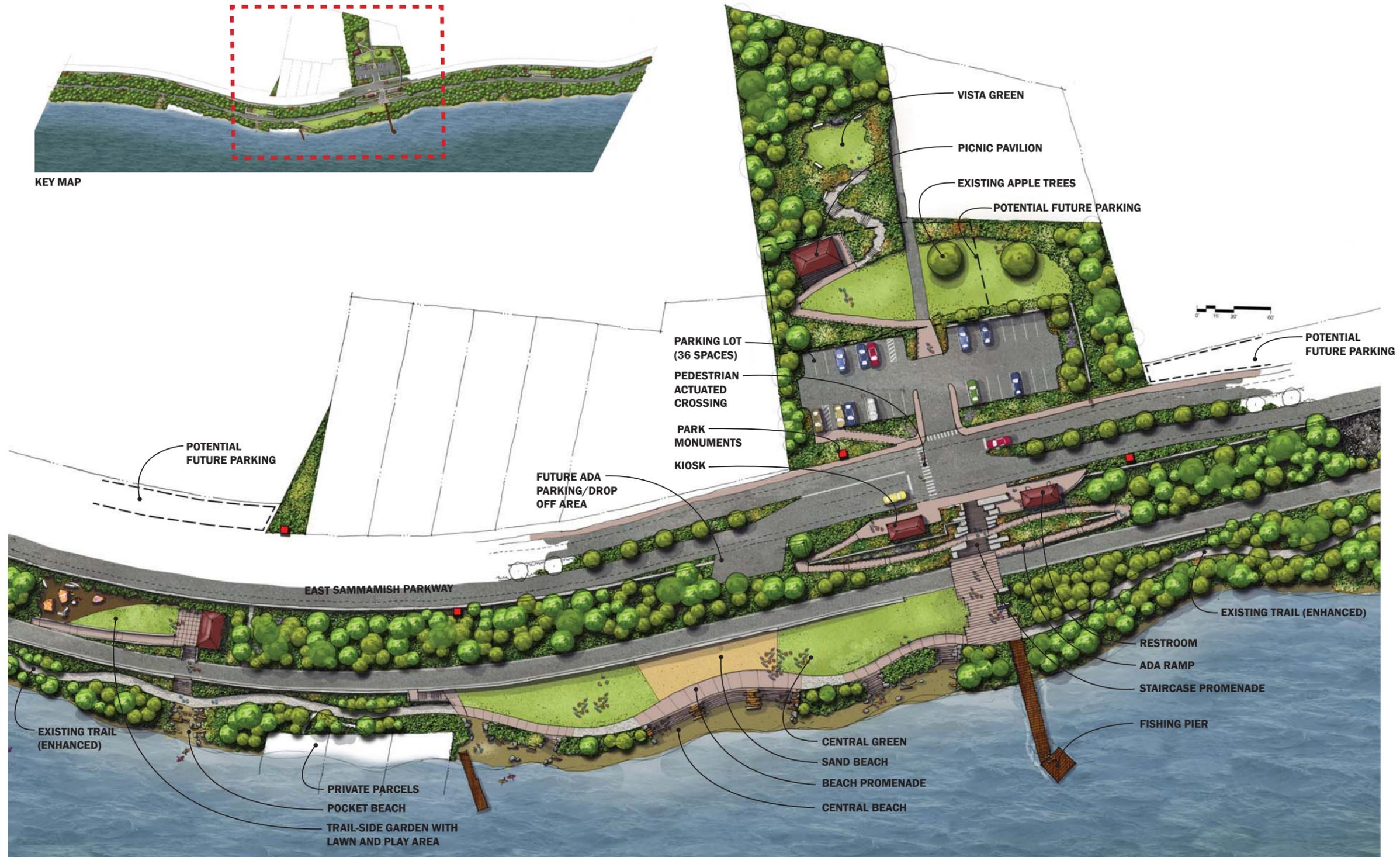
- Early Input Meeting: July 8, 2008
- Review of MP Alternates: December 9, 2008
- Review of Preferred Master Plan: September 14, 2009
- Review of Revised Preferred Master Plan: November 16, 2009

Agency Coordination:

- Meeting with King County, project start: May 14, 2008
- Meeting with King County, review of MP Alternates: December 10, 2008
- Meeting with Environmental Agencies, Courtesy review of MP Alternates: December 11, 2008
- Meeting with King County, review of Preferred MP: December 9, 2009

Surveys and Studies Performed:

- Topographic & Boundary Survey
- Wetland Delineation
- Cultural Resources Assessment



SAMMAMISH LANDING



KEY MAP



SAMMAMISH LANDING



KEY MAP



SAMMAMISH LANDING



Memorandum

DATE: May 11, 2010

TO: City Council

FROM: Ben Yazici, City Manager

RE: Freed House Follow-Up from the Council Retreat

The memo serves as a follow-up on the recent staff and citizen work that has been done regarding the Freed House. I'd first like to mention that the Reard/Freed House Committee, part of the Sammamish Heritage Society, submitted a proposal to the City on May 5. The proposal outlines their plan to fund the relocation and restoration of the Freed House. A copy of the proposal was placed in your council boxes and I anticipate representatives from this group will make a short presentation at the council meeting on Tuesday, May 11.

In addition, Council asked staff to report on the possibility of leaving the Freed House at its current location. Susan Cezar prepared a detailed memo on the subject (see attached). While not impossible to keep the house at its current location, there are certainly a number of challenges to this approach.

Finally, at the January 2010 Council Retreat, staff were asked to follow-up on alternatives to moving the Freed House. Please see attached memo from Jessi Richardson regarding the very preliminary work that has been done on this topic.

For your reference, I have also included the briefing paper prepared for the 2010 Council Retreat. This document provides important historical information on the project and the staff work that has been completed thus far.

At this time we await further direction from the City Council.

Attachments:

- April 5, 2010 Memo from Susan Cezar, RE: Freed House at the Crossings
- May 5, 2010 Memo from Jessi Richardson, RE: Alternatives to Relocation
- January 2010, Briefing on the Freed House for City Council Retreat



Memorandum

Date: April 5, 2010
To: Ben Yacizi, City Manager
From: Kamuron Gurol, Community Development Director
Susan Cezar, Deputy Director, Community Development
Re: Freed House/Plat of Crossings

Background:

Currently the Freed house is placed on “blocks” adjacent to 212th Avenue SE. The location is on Tract N of the plat of Crossings, which was dedicated to the homeowners association with the recording of the plat. The assessor’s office currently lists the Crossings at Pine Lake LLP as the taxpayer. Tract N is a recreational space tract in the plat. The house is located on the tract through a temporary easement granted to the City, and the City has ownership of the structure. The question has been asked as to whether there is a mechanism to allow the Freed House to remain permanently in its present location, perhaps through creation of an additional lot in the plat.

Information:

Residential use of structure: If the house were proposed to be used as a residence, any proposed location would need to be a buildable lot. The mechanism for this would be either to place the residence on an existing lot in the plat (with either ownership or permission), or attempt to change the plat to create a new lot location through a plat alteration while keeping the total lot number in the plat the same. Note that there may be design requirements or covenants for the plat regarding the size/design etc. of homes within the subdivision.

Process for plat alteration: The owner of the tract and any other parties affected would need to sign an application to alter the plat, to be submitted to the City. The process is similar to preliminary plat approval, and the decision is issued by the hearing examiner. The examiner would review the application for compliance with zoning, critical areas, and other requirements. A public hearing may be held and can be requested by any interested party.

The plat was vested under previous King County zoning rules, and is platted to a greater density than would currently be allowed. Creation of a new lot would be problematic under current zoning. An existing lot may be able to be eliminated/moved in order to create an appropriately located lot for the Freed House. Tract N is also within what would currently be a wetland buffer, and therefore a new location would need to be determined for a new lot. Tract N is also utilized to fulfill recreation space requirements for the plat, but there does appear to be a slight excess of the required recreation space (approximately 9,900 square feet). A plat alteration must be signed by “all persons with an ownership or security interest in the property to be altered”. If open space is to be altered, this would generally include the various homeowners in the subdivision, and/or the homeowners association.

Non-residential alternatives: The Freed house could perhaps be permanently located on the recreational tract in the plat of Crossings, with permission of the owner(s). Improvements would need to be made such that the house is an appropriate amenity for a subdivision recreational tract. This would be similar to the Baker house in the Laurels subdivision. Apparently, however, some Laurels subdivision occupants are less than satisfied with this arrangement for their subdivision.

The use of the house as a museum has also been mentioned. Assuming that appropriate home owner/property owner permissions could be obtained, a museum is a permitted use in residential zones as an accessory use to a park (this could include a recreational tract). Note that review of an application to turn the structure into a museum would involve review of critical areas, parking, landscaping, access, traffic, storm water, building codes (related to life and safety) and other aspects of a development normally addressed through the development review process.

If other uses of the structure are proposed, additional research would be required to determine feasibility.



Department of Parks and Recreation

801 - 228TH AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.CI.SAMMAMISH.WA.US

Date: May 5, 2010

To: Ben Yazici, City Manager

From: Jessi Richardson, Parks and Recreation Director

Subject: Freed House – Alternatives to Relocation

During the 2010 City Council Retreat, staff were asked to research various alternatives to relocating the Freed House. These alternatives included historical documentation of the house, deconstruction, salvage, and interpretation. A brief description of these options and our preliminary investigation is provided below.

1. Documentation

If the Freed House is demolished, documentation of the house would provide a permanent record of the historic resource. This permanent record may include photography, an architectural description of the building, and/or floor plans. Staff have been in contact with the University of Washington Historic Preservation Program and several students have expressed interest in documenting the house. We have yet to discuss an estimated fee for this work.

2. Deconstruction and Salvage

There are several local companies that provide deconstruction and salvage services and they have expressed interest in this project. Deconstruction is the systematic disassembly of a building, while salvage is the recovery of valuable materials for reuse in construction, renovation or manufacture of new products. This method is often less expensive than demolition, and follows “green” practices, by reuse of materials.

3. Interpretation

The building’s history may also be honored in the form of interpretation. This may be as simple as a sign depicting the building and its history, or more elaborate such as rebuilding part of a significant structure of the house (for instance, a fireplace) as part of a display. Another interpretive method is to salvage some of the boards or other elements from the house (prior to demolition) and use them as part of a park structure, such as a picnic shelter. An interpretive sign may be placed on or near the structure explaining the significance of the piece as it relates to the history of the Freed House and the City of Sammamish.

At this point we have only completed a very preliminary review of these options. We are happy to conduct further research and can also provide cost estimates if desired.

2010 COUNCIL RETREAT POLICY SESSION

Freed House

History

The City of Sammamish acquired the Freed House in 2001 when the land it was located on was purchased by developers. The house was moved to its present site on 212th Avenue SE by Dent Moving.

In 2009 the City Council considered moving the Freed House to the Sammamish Commons as part of the Phase II Improvement Project at the Lower Sammamish Commons. The project would have included the move, a foundation, a new roof and gutters, replacement of the window and door coverings, and exterior paint. Ultimately, the council voted not to include the Freed House move when they awarded the contract, therefore the fate of the house is still undecided.

Concern

As it is currently situated, the structure continues to deteriorate and is a potential target for vandals. The area around the house is under development, therefore it is reasonable to expect continued public pressure to “do something” with the structure as it is not a neighborhood visual asset. The developer, in particular, has made frequent inquiries as to the timeline for resolution of this issue. It should also be noted that there are ongoing costs associated with maintaining the structure at its present site – lease of the cribbing, replacement of the tarps on the roof, resealing windows and doors, and response to vandalism. Annual maintenance costs, including staff time, are estimated at \$7,500+ per year.

Options

1. No action. The concerns noted above remain.
2. Demolish the house. Prior to demolition, the house could be accurately documented so that a replica of the structure could be built in the future.
3. Disassemble the house and preserve re-usable components for a future rebuild. Requires documentation as noted above and long-term storage.
4. Move the house to the Commons site (as considered previously in 2009).

Discussion

Pros and cons to be identified at the policy session.

Financial

1. House Move and Minor Restoration: The project bid was \$330,000 (includes tax and contingencies) in 2009. This was in conjunction with a larger construction contract, therefore the actual cost may be higher if bid as a single item. There will also be new costs associated with moving the house to the Lower Sammamish Commons since the Phase II project has been completed at the site. Repair costs in the newly constructed areas are anticipated.
2. Full Restoration: Estimates for a full restoration (independent of the moving and foundation construction costs) range from \$250,000 to \$500,000 depending on long-term use. ADA upgrades, for example, will be required if the house is to be used for a public purpose.
3. Historic Documentation: \$50,000 to \$100,000 (staff estimate). Cost will ultimately depend on the level of documentation required and the long-term intention – rebuilding using existing pieces of the house (higher documentation cost) or building a replica using new materials (lower documentation cost).
4. Operational costs: Unknown until long-term used is identified.

Other

Building codes require that this structure, if moved, be placed on a foundation and repaired/restored to some degree. This means that the moving costs, basic repair/restoration costs and ancillary parking and public restroom costs (if not in the house) need to be available. Other utility issues (i.e. a potential required sewer connection) may be required if the house is moved to the Lower Commons and if it becomes operational.

What is it that the Freed House represents? If it is the structure itself, after it undergoes a costly refurbishment you still will have a very old frame inside the building. If it is the “style” of the house and its wood siding, it may be prudent to simply build an entirely new house with new materials to the existing building codes and with wood windows and siding similar in appearance to that of the existing house.