

# AGENDA

## REGULAR MEETING

**Call to Order** (6:30 pm)

**Roll Call/Pledge of Allegiance**

**Public Comment** (15 minutes)

**Approval of Agenda**

**Student Liaison Reports** (10 minutes)

- Eastlake High School (*Michelle Holmes*)
- Skyline High School (*Kim Lammers*)
- Sammamish Youth Board Representative (*David Lingenbrink*)

**Presentations/Proclamations**

**Consent Agenda** (1 minute)

- Payroll for pay period ending January 31, 2008 for pay date February 5, 2008 in the amount of \$221,459.52
- 1. Approval: Claims for period ending February 19, 2008 for Check No. 20103 through Check No. 20232 in the amount of \$1,174,136.15
- 2. Resolution: Selecting The "Noelke" Property Located Along 244th Avenue Ne At Ne 18th Street As The Preferred Location For The City's New Parks And Public Works Infrastructure Maintenance Facility.
- 3. Resolution: Adopting A Policy For Program And Event Sponsorships
- 4. Resolution: Approving The 2008 Work Program And Budget For A Regional Coalition For Housing (ARCH)
- 5. Resolution: Approving The Transfer Of Budgeted Sammamish Funds To The Housing Trust Fund Administered By A Regional Coalition For Housing
- 6. Interlocal: An Agreement for the use of SHB 2060 Local Low Income Housing Funds in King County/ ARCH
- 7. Contract: 2008/2009 Storm Sewer System Cleaning/Action Services Corporation
- 8. Contract: 2008/2009 Street Sweeping Contract
- 9. Approval: Minutes for February 5, 2008 Regular Meeting

**Public Hearings—None**

**Unfinished Business—None**

**New Business**

10. Town Center Planning Commission Recommendation (60 minutes)

**Council Reports** (21 minutes)

**City Manager Report** (10 minutes)

**Executive Session—** Litigation Pursuant to RCW 42.30.110 (1)(i) (20 minutes)

**Adjournment** (8:30 pm)

### Public Comments

Provides an opportunity for citizens to address the Council regarding any issue. Comments are limited to three minutes.

### Consent Agenda

Agenda Bills and items listed below have been distributed to Council Members in advance for study.

If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Council Member.

### Regular Agenda

Council may add or take action on other items not listed on this agenda.

### Accommodations

The meeting room is wheelchair accessible American Disabilities Act (ADA) accommodations are available upon request. Please phone 425-295-0511 at least two (2) business days in advance.

### Television Rebroadcasts

Daily at: 7:00 p.m.  
1:00 a.m.  
7:00 a.m.  
1:00 p.m.

### Meeting Materials

Council Meeting Agenda Packets are available on the City's website at: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

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**AGENDA CALENDAR**

<b>February 2008</b>			
Mon 02/18			<b>President's Day (City Offices Closed)</b>
Tues 02/19	6:30 pm	Regular Council Meeting	Town Center Plan Planning Commission Recommendation (30 minutes) Resolution: Public Works Shop Site Selection Resolution: ARCH 2008 Work Program and Budget (consent) Resolution: Regional Affordable Housing Program (RAHP) (consent) Resolution: ARCH Fall 2008 Housing Trust Fund (consent) Resolution: Special Events Sponsorship Policy (consent) Contract: 2008 Street Sweeping/ASC (consent) Contract: 2008 Storm Sewer Cleaning/ASC (consent)
<b>March 2008</b>			
Tues 03/04	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Safety/Admin Services Contract: Architectural Services Public Works Shop
Tues 03/11	6:30 pm	Study Session	Sports Field Analysis Discussion Update: Lower Sammamish Commons Project Update: Permit Process Improvements
Mon 03/17	6:30 pm	Study Session	Town Center Plan
Tues 03/18	6:30 pm	Regular Council Meeting	Quarterly Report: Public Works Resolution: Adopting East Sammamish Park Master Plan Contract: Sammamish Landing Master Plan/Consultant (consent) Contract: Sound and Light for Special Events/Contractor (consent) Contract: Hearing Examiner Services (consent) Contract: Pine Lake Park Picnic Shelter Replacement/Contractor (consent) Contract: Brick House Demolition (consent) Contract: Freed House Foundation Design (consent) Contract: Sween House Design/Consultant (consent)
<b>April 2008</b>			
Tues 04/01	6:30 pm	Regular Council Meeting	Bid Award: South Pine Lake Route Walkway Project
Tues 04/08	6:30 pm	Study Session	Evans Creek Preserve Preliminary Study Results Town Center Plan
Tues 04/15	6:30 pm	Regular Council Meeting	
Mon 04/21	6:30 pm	Study Session	Town Center Plan
<b>May 2008</b>			
Tues 05/06	6:30 pm	Regular Council Meeting	<del>Parks Bond</del> Town Center Contract: Freed House Foundation Construction and Move/Contractor (consent)
Tues 05/13	6:30 pm	Study Session	Discussion: Parks Bond and Parks CIP Sammamish Landing Master Plan Early Input Discussion
Mon 05/19	6:30 pm	Study Session	
Tues 05/20	6:30 pm	Regular Council Meeting	Town Center Dedication: Confluence Sculpture
<b>June 2008</b>			
Tues 06/03	6:30 pm	Regular Council Meeting	
Tues 06/10	6:30 pm	Study Session	2009/2010 Budget Discussion: Parks Bond and Parks CIP
Mon 06/16	6:30 pm	Study Session	Discussion: Review Sammamish Landing Master Plan Alternatives

Tues 06/17	6:30 pm	Regular Council Meeting	Resolution: 6-Year TIP Resolution: 6-Year CIP Resolution: Parks Bond
<b>July 2008</b>			
Tues 07/01	6:30 pm	Regular Council Meeting	Contract: Pine Lake Park Waterfront Improvement and Dock Replacement/Contractor
Tues 07/08	6:30 pm	Study Session	
Tues 07/15	6:30 pm	Regular Council Meeting	
Tues 07/21	6:30 pm	Study Session	
<b>August 2008</b>			
			<b>No meetings</b>
<b>Sept 2008</b>			
Tues 09/02	6:30 pm	Regular Council Meeting	
Tues 09/09	6:30 pm	Study Session	PSW/Comcast/Millennium Cable Franchises
Mon 09/15	6:30 pm	Study Session	Ordinance: First Reading Franchise Agreements Discussion: Sammamish Landing Preferred Alternative
Tues 09/16	6:30 pm	Regular Council Meeting	
<b>October 2008</b>			
Tues 10/07	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Franchise Agreements Contract: Sween House Remodel/Contractor (consent)
Tues 10/14	6:30 pm	Study Session	
Mon 10/20	6:30 pm	Study Session	
Tues 10/21	6:30 pm	Regular Council Meeting	Acceptance: South Pine Lake Route Project
<b>November 2008</b>			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget
Tues 11/11	6:30 pm		<b>Veterans Day City Offices Closed</b>
Mon 11/17	6:30 pm	Study Session	
Tues 11/18	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Ordinance: 2009-2010 Budget
<b>December 2008</b>			
Tues 12/02	6:30 pm	Regular Council Meeting	
Tues 12/09	6:30 pm		
Mon 12/16	6:30 pm	Study Session	
Tues 12/17	6:30 pm	Regular Council Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>

<p><b>Resolution:</b> Adopting Evans Creek Preserve Master Plan</p> <p><b>Resolution:</b> Acceptance Pine Lake Transit Access Project</p> <p><b>Approval:</b> Non-Motorized Project Priority List</p> <p>Street Lighting Standards Revision</p> <p>Storm Drainage Manual Update</p> <p><b>Contract:</b> 212<sup>th</sup> Avenue Sidewalk Design/Construction</p> <p><b>Public Hearing/Second Reading LID Ordinance</b></p>	<p><b>Resolution:</b> Pine Lake Water Quality Plan</p> <p><b>Contract:</b> Louis Thompson Basin Plan Design (Jan 2007)</p> <p><b>Parks Bond</b></p> <p><b>Ordinance:</b> First Reading: Puget Sound Energy/Sewer Districts/Cable Franchise</p> <p><b>Resolution:</b> Sammamish Commons Final Acceptance</p> <p><b>Interlocal:</b> Soaring Eagle Park Transfer</p> <p>Sammamish landing Preferred Master Plan Alternative (10/14)</p>	<p>Sculpture Loans for Sammamish Commons</p> <p>Postal Package drop/postal center</p> <p>Connectivity</p> <p>Duthie Hill Road Improvements</p> <p>Affordable Housing</p> <p>Lake Buffers</p>
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## Events

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## February 2008

[March >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. <b>City Council Meeting</b>	6	7 6:30 p.m. <b>Planning Commission Meeting</b>	8	9
10	11	12 6:30 p.m. <b>City Council Study Session</b>	13 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	14	15	16
17	18 8 a.m. <b>President's Day</b> City offices closed	19 6:30 p.m. <b>City Council Meeting</b>	20	21 6:30 p.m. <b>Planning Commission Public Hearing</b>	22	23
24	25	26 6:30 p.m. <b>Parks and Recreation Commission Special Meeting</b>	27 6 p.m. <b>Sammamish Youth Board Meeting</b>	28	29	

[List View](#)[To Top](#)

City of Sammamish, M - F, 8:30 am - 5 pm  
 801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600  
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Last updated 13 Nov 2006

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## Events

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### March 2008

[April](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 6:30 p.m. <b>City Council Meeting</b>	5	6 6:30 p.m. <b>Planning Commission Meeting</b>	7	8
9	10	11 6:30 p.m. <b>City Council Study Session</b>	12 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	13	14	15
16	17 6:30 p.m. <b>City Council Study Session</b>	18 6:30 p.m. <b>City Council Meeting</b>	19 6 p.m. <b>Sammamish Youth Board Meeting</b>	20 6 p.m. <b>Planning Commission Meeting</b>	21	22
23	24	25	26 6:30 p.m. <b>Parks and Recreation Commission Special Meeting</b>	27	28	29
30	31					

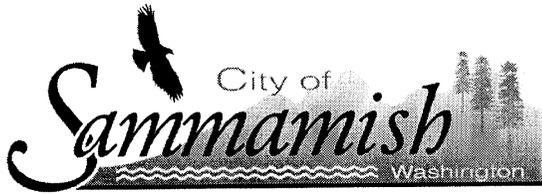
[List View](#)[To Top](#)

City of Sammamish, M - F, 8:30 am - 5 pm

801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600

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Last updated 13 Nov 2006



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** February 14, 2008  
**RE:** Claims for February 19, 2008

\$ 134,893.82  
 20,000.00  
 899,487.92  
 109,354.41  
 10,400.00

134,893.82 +  
 20,000.00 +  
 899,487.92 +  
 109,354.41 +  
 10,400.00 +  
 1,174,136.15 \*

**TOTAL \$ 1,174,136.15**

Check # 20103 through # 20232

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20103	02/05/2008	AMEX	American Express	54.44	000000
20104	02/05/2008	ANI	ANI Administrators NW Inc	1,012.56	000000
20105	02/05/2008	AWCMED	AWC Employee BenefitsTrust	72,521.26	000000
20106	02/05/2008	ICMA401	ICMA 401	28,724.02	000000
20107	02/05/2008	ICMA401x	ICMA401	4,492.63	000000
20108	02/05/2008	ICMA457	ICMA	11,125.49	000000
20109	02/05/2008	JPMORGAN	JP Morgan Chase	16,574.92	000000
20110	02/05/2008	PREPAIDL	Pre-Paid Legal Services, Inc	388.50	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$134,893.82</b>	

City of Sammami  
marlene

Accounts Payable  
Computer Check Register Totals

Bill #1

Printed: 02/08/08 13:41

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20111	02/08/2008	BELLCITY	City Of Bellevue	20,000.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$20,000.00</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20112	02/19/2008	ACCURINT	Accurint	30.00	000000
20113	02/19/2008	ACE	Ace Hardware, LLC	302.48	000000
20114	02/19/2008	ALPHAST	Alpha Rubber Stamp	285.75	000000
20115	02/19/2008	ALPINE	Alpine Products, Inc.	827.64	000000
20116	02/19/2008	AMERICAW	America West Env Supplies Inc	12,007.49	000000
20117	02/19/2008	ANS	Attorney & Notary Supply of Wa., Inc	45.74	000000
20118	02/19/2008	AUTOMATE	Automated Controls LLC	533.07	000000
20119	02/19/2008	BARKERLA	Barker Landscape Architects PS	32,076.02	000000
20120	02/19/2008	BELLCITY	City Of Bellevue	10,791.70	000000
20121	02/19/2008	BOGDAN	Advantage Building Services	8,610.88	000000
20122	02/19/2008	CADMAN	Cadman, Inc.	3,891.12	000000
20123	02/19/2008	CARTRIDG	Cartridge World	653.22	000000
20124	02/19/2008	CONSOLID	Consolidated Press	17,770.95	000000
20125	02/19/2008	CONSTRUC	Construct Co	202,229.11	000000
20126	02/19/2008	COSTCO	Costco Wholesale	2,227.41	000000
20127	02/19/2008	CRAN	GORDON CRANDALL	2,192.30	000000
20128	02/19/2008	DAVID	Davidson-Marci Sweeping, Inc	6,746.21	000000
20129	02/19/2008	DAY	Day Wireless	22,578.86	000000
20130	02/19/2008	EASTFIRE	Eastside Fire & Rescue	414,040.75	000000
20131	02/19/2008	EVERGR	Evergreen Print Solutions	236.28	000000
20132	02/19/2008	FIREHOUS	The Firehouse	283.14	000000
20133	02/19/2008	G&M	G & M Traffic Solutions	672.00	000000
20134	02/19/2008	GENERAL	General Dynamics	550.00	000000
20135	02/19/2008	GUROL	Kamuron Gurol	44.53	000000
20136	02/19/2008	HANDLOS	Lynne Handlos	62.62	000000
20137	02/19/2008	HOMEDE	Home Depot	1,162.95	000000
20138	02/19/2008	HORIZON	Horizon	977.42	000000
20139	02/19/2008	HRANSWER	HR Answers, Inc	432.00	000000
20140	02/19/2008	IKONNW	Ikon Office Solutions	8,896.94	000000
20141	02/19/2008	IRONMT	Iron Mountain	169.30	000000
20142	02/19/2008	ISSAQ1	Issaquah Press, Inc.	1,567.50	000000
20143	02/19/2008	ISSTROPH	Issaquah Trophy & Awards	113.26	000000
20144	02/19/2008	JACOBSON	Jacobson Law Group PLLC	200.00	000000
20145	02/19/2008	JKASSOC	J & K Associates	533.01	000000
20146	02/19/2008	KBA	KBA Inc	9,995.18	000000
20147	02/19/2008	KCBLANK	King County Finance	2,278.51	000000
20148	02/19/2008	KCRADIO	King Cty Radio Comm Svcs	196.15	000000
20149	02/19/2008	KIEFER	Adolph Kiefer & Associates	450.00	000000
20150	02/19/2008	KINGFI	King County Finance A/R	8,891.40	000000
20151	02/19/2008	KINGGIS	King County GIS Center	675.00	000000
20152	02/19/2008	LARSON	Tim Larson	188.36	000000
20153	02/19/2008	LEYTON	Kimberly Leyton	975.50	000000
20154	02/19/2008	LOVELL	Lovell-Sauerland & Assoc Inc	3,568.50	000000
20155	02/19/2008	MBI	MBI	710.01	000000
20156	02/19/2008	MICRO	Microflex, Inc.	163.08	000000
20157	02/19/2008	MINUTE	Minuteman Press	68.78	000000
20158	02/19/2008	MOBILEMA	Mobile Maintenance & Mechanix	156.27	000000
20159	02/19/2008	MPRICE	Margery A. Price	150.00	000000
20160	02/19/2008	NAPA	Napa Auto Parts Inc.	282.63	000000
20161	02/19/2008	NC MACH	NC Machinery Co	232.51	000000
20162	02/19/2008	NELSONCO	Walter E. Nelson Company	32.40	000000
20163	02/19/2008	NESAM	NE Sammamish Sewer & Water	105.56	000000
20164	02/19/2008	NEXTEL	Nextel Communications	2,146.38	000000
20165	02/19/2008	NINTEMAN	Sara Ninteman	26.26	000000
20166	02/19/2008	NW MENT	NW Mentoring & Educational Ctr	871.50	000000
20167	02/19/2008	NWENVIRO	NW Environmental Consulting LL	2,072.17	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
20168	02/19/2008	NWLAND	Brickman	12,456.64	000000
20169	02/19/2008	NWLSVC	NW Landscape Service	14,684.29	000000
20170	02/19/2008	NWPERMIT	NW Permit Inc	72.95	000000
20171	02/19/2008	NWWeath	NW Weathernet	275.00	000000
20172	02/19/2008	OMWBE	Office of Minority & Women's Business Enterprises	150.00	000000
20173	02/19/2008	OTAK	Otak	7,662.28	000000
20174	02/19/2008	PACSOIL	Pacific Topsoils, Inc	2,035.12	000000
20175	02/19/2008	PERTEET	Perteet, Inc.	4,062.84	000000
20176	02/19/2008	PETITTI	Michele Petitti	57.54	000000
20177	02/19/2008	PHOINIX	Phoinix Equipment LLC	3,893.18	000000
20178	02/19/2008	PIEDMONT	Piedmont Directional Signs	355.00	000000
20179	02/19/2008	POA	Pacific Office Automation	460.32	000000
20180	02/19/2008	PSE	Puget Sound Energy	20,347.94	000000
20181	02/19/2008	PSF	PSF Mechanical Inc	1,361.25	000000
20182	02/19/2008	QWEST	QWEST	37.23	000000
20183	02/19/2008	ROTARSAM	Rotary Club of Sammamish	40.00	000000
20184	02/19/2008	ROTH	Roth Hill Engineering Partners	19,263.16	000000
20185	02/19/2008	SAM	Sammamish Plateau Water Sewer	1,870.88	000000
20186	02/19/2008	SEATIM	Seattle Times	1,301.64	000000
20187	02/19/2008	SONITROL	Sonitrol Pacific	682.84	000000
20188	02/19/2008	SOUNDPUB	Sound Publishing, Inc	131.47	000000
20189	02/19/2008	STERSAV	Sterling Savings Bank	10,111.46	000000
20190	02/19/2008	STOECKL	Jane C. Stoecklin	100.00	000000
20191	02/19/2008	SUBURB	Suburban Cities Association	41.00	000000
20192	02/19/2008	SUPERENT	Sunbelt Rentals	1,097.94	000000
20193	02/19/2008	TREADWAY	Paul Treadway	30.00	000000
20194	02/19/2008	UNITRENT	United Rentals NW, Inc	2,431.05	000000
20195	02/19/2008	USGREEN	U. S. Green Building Council	445.00	000000
20196	02/19/2008	VAN NOST	Maren Van Nostrand	25.00	000000
20197	02/19/2008	VERIZNW	Verizon Northwest	38.78	000000
20198	02/19/2008	VERIZON	Verizon Wireless	208.32	000000
20199	02/19/2008	VOYAGER	Voyager	4,382.52	000000
20200	02/19/2008	WADIS	State of Wa Dept of Info Syste	39.48	000000
20201	02/19/2008	WADOT	Wa State Dept of Transp	75.00	000000
20202	02/19/2008	WADRS	Wa State Dept of Retirement Sy	295.92	000000
20203	02/19/2008	WAWORK	Washington Workwear LLC	124.68	000000
20204	02/19/2008	WHELBILT	Whelbilt Construction	500.00	000000
20205	02/19/2008	WOLTER	Thomas Wolter	225.00	000000
20206	02/19/2008	WOODIN	City Of Woodinville	137.40	000000

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**CHECK TOTAL:           \$899,487.92**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20207	02/19/2008	C&CSONG	C & C Song, Inc.	1,470.15	000000
20208	02/19/2008	CARTRIDG	Cartridge World	272.25	000000
20209	02/19/2008	DEERE	John Deere Landscapes	9,071.38	000000
20210	02/19/2008	EVERFORD	Evergreen Ford	184.12	000000
20211	02/19/2008	ISSAUTO	Issaquah Auto Tech, Inc	633.02	000000
20212	02/19/2008	JBLAWN	JB Instant Lawn	18,719.92	000000
20213	02/19/2008	KDC	KDC Architects	225.00	000000
20214	02/19/2008	KEENEY	Keeney's Office Plus	1,051.41	000000
20215	02/19/2008	KENYON2	Kenyon Disend PLLC	23,593.64	000000
20216	02/19/2008	KINGFI	King County Finance A/R	26,449.22	000000
20217	02/19/2008	MAILPO	Mail Post	2,389.85	000000
20218	02/19/2008	NWCASC	Northwest Cascade, Inc.	312.42	000000
20219	02/19/2008	NWLSVC	NW Landscape Service	6,407.68	000000
20220	02/19/2008	OER	Olympic Environmental Resource	1,365.00	000000
20221	02/19/2008	PSE	Puget Sound Energy	184.97	000000
20222	02/19/2008	PSFOA	Puget Sound Finance Officers	100.00	000000
20223	02/19/2008	SAM	Sammamish Plateau Water Sewer	826.46	000000
20224	02/19/2008	SB&MAC	Stewart Beall & MacNichols	3,760.00	000000
20225	02/19/2008	STAPLES	Staples Business Advantage	2,857.84	000000
20226	02/19/2008	STOUFFER	Ben Stouffer	502.93	000000
20227	02/19/2008	VAN NOST	Maren Van Nostrand	1,660.00	000000
20228	02/19/2008	WABO1	Wa Assoc of Bldg Officials	26.02	000000
20229	02/19/2008	WAECOL	Wa State Dept of Ecology	7,141.05	000000
20230	02/19/2008	YAKIMA	Yakima County Department of Corrections	150.08	000000

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**CHECK TOTAL: \$109,354.41**

City of Smmami  
marlene

Accounts Payable  
Computer Check Register Totals

Bill #1  
Printed: 02/14/08 11:30

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20231	02/19/2008	APEX	Apex Facility Resources, Inc	400.00	000000
20232	02/19/2008	SAM	Sammamish Plateau Water Sewer	10,000.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$10,400.00</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**  
Public Works/Parks Maintenance Facility Site  
Selection Resolution

**Meeting Date:** February 14, 2008

**Date Submitted:** February 19, 2008

**Originating Department:** Public Works

**Action Required:**

- Approve Resolution R2008 - \_\_\_\_\_ selecting the “Noelke” property on 244<sup>th</sup> Avenue NE as the preferred site for construction of the City’s new maintenance facility.
- Pros and Cons listing for “Kellman” and “Noelke” sites.

**Clearances:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>   |
| <input checked="" type="checkbox"/> <b>Public Works</b> | <input type="checkbox"/> <b>Fire</b>     |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

1. Resolution R2008 - \_\_\_\_\_
2. Comparison Matrix

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**Budgeted Amount:** A total of \$3,697,200 in adopted 2007-2008 biennial budget in Street (\$1,118,600), Parks Capital Improvement (\$1,118,600) and Surface Water Capital (\$1,460,000) Funds

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**Summary Statement:**

After nearly 9 years of operating in an inefficient manner out of temporary maintenance facilities, the city is ready to move forward with design and construction of a new, permanent facility in which to house our parks and public works maintenance staff, equipment and materials. At the present time, the city owns two pieces of property that have been discussed for use as the Maintenance Facility site. The attached Resolution selects the “Noelke” property on 244<sup>th</sup> Avenue NE as the preferred site on which to construct this facility.

**Background:**

Since incorporation, the City’s parks and public works infrastructure maintenance staff have operated out of temporary facilities – the “Lamb” house at 228<sup>th</sup> Avenue SE & the “Beaver

Lake Shop” located within Beaver Lake Park. These facilities are inadequate to house the staff, materials and equipment necessary to provide infrastructure maintenance services in the most efficient manner. Because of the size of these existing facilities, the infrastructure maintenance staff have had to be split up and housed at both facilities. This makes it hard to coordinate their work as well as to develop the staff into a highly functioning team. In addition, it is inefficient for the staff to have to go from one location to the other on a daily basis (sometimes multiple times per day) to pickup other staff, equipment and/or materials that are necessary for completing their work tasks.

Over the past few years, the city has looked numerous sites for locating the permanent maintenance facility with not much success. This included looking at expanding the existing “Lamb” house and “Beaver Lake Shop” sites. During this time, the city also had a needs analysis study completed to establish the basic facility size and layout needs.

In the past couple of years, the city has purchased two sites that had the potential to meet our permanent maintenance facility needs. These sites are the “Kellman” house at the Sammamish Commons and the “Noelke” property at 244<sup>th</sup> Avenue NE and NE 18<sup>th</sup> Street. The attached “pros and cons” listing provides an analysis of the adequacy of each of these sites for use as a permanent maintenance facility.

Based on this analysis, staff is recommending that the “Noelke” site be selected as the site on which to locate our new permanent maintenance facility. The main reasons for this are that use of the Kellman site would require (1) that the existing Kellman house be torn down, (2) that with the new Town Center plan moving forward, there may now be a higher and better future use for the Kellman property than a maintenance facility, (3) with the recent decision to locate the new library at the Commons site, ingress and egress to the Kellman site for maintenance facility purposes becomes less desirable not to mention less safe for library patrons and (4) there has been on-going input from the community that they would rather see the Kellman property used for something other than a new maintenance facility

### **Financial Impact:**

None at this time. Selection of the Noelke site as the preferred location for the new maintenance facility will allow staff to proceed with selection of an architectural team to design the new facility. Once this is completed, we will know if the \$3,697,200.00 appropriated in the 2007-08 biennial budget is sufficient to allow construction of this facility. The latest available financial reporting shows that a total of \$10,500.00 was spent out of this appropriation in 2007.

### **Recommended Motion:**

- Move to approve Resolution No. R2008-\_\_\_\_\_, a resolution selecting the “Noelke” property on 244<sup>th</sup> Avenue NE at NE 18<sup>th</sup> Street as the preferred site for construction of the City’s new maintenance facility and authorize the City Manager to move forward with the design and permitting process for this facility.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,  
SELECTING THE “NOELKE” PROPERTY LOCATED ALONG  
244<sup>TH</sup> AVENUE NE AT NE 18<sup>TH</sup> STREET AS THE PREFERRED  
LOCATION FOR THE CITY’S NEW PARKS AND PUBLIC WORKS  
INFRASTRUCTURE MAINTENANCE FACILITY.**

WHEREAS, the City’s Infrastructure Maintenance Staff has been working out of two separate inadequate temporary facilities since the City’s incorporation; and

WHEREAS, consolidating the staff and their necessary equipment and materials in one location will result in more efficient provision of parks and public works infrastructure maintenance services; and

WHEREAS, the over the past several years the city has been unsuccessful in finding adequate maintenance facility space, despite looking at numerous sites in varied locations throughout the city; and

WHEREAS, expansion of either of the two existing facilities is not possible; and

WHEREAS, the City now owns two sites that are adequate on which to locate the new maintenance facility, the “Kellman” property at Sammamish Commons and the “Noelke” property on 244<sup>th</sup> Avenue NE; and

WHEREAS, use of the “Kellman” property is the least desirable of the two properties because: (1) it would require the existing “Kellman” house be torn down, (2) that with the new Town Center plan moving forward, there may now be a higher and better future use for the “Kellman” property than a maintenance facility, (3) with the recent decision to locate the new library at the Commons site, ingress and egress to the “Kellman” site for maintenance facility purposes becomes less desirable not to mention less safe for library patrons and (4) there has been on-going input from the community that they would rather see the “Kellman” property used for something other than a new maintenance facility;

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

Section 1. Selecting the “Noelke” Property as the Preferred location for the city’s New Maintenance Facility. The City of Sammamish hereby selects the “Noelke” property located along 244<sup>th</sup> Avenue NE at NE 18<sup>th</sup> Street as the preferred site for the location of the City’s new Parks and Public Works Infrastructure Maintenance Facility.

Section 2. Beginning of Facility Design Process. The City Manager is hereby authorized to begin the design and permitting process for construction of a new maintenance facility at the selected "Noelke" property site.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF FEBRUARY 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 14, 2008

Passed by the City Council:

Resolution No.: R2008-\_\_\_\_\_

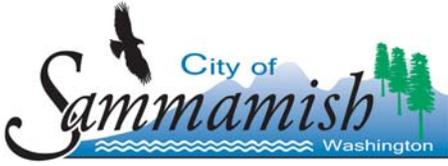
<b>KELLMAN SITE</b> 831 – 228 <sup>th</sup> Ave SE Sammamish, WA 98075	<b>NOELKE SITE</b> 1801 – 244 <sup>th</sup> Ave NE Sammamish, WA 98074
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ZONING			
+	Lot Size: 9.37 acre	-	Lot Size: 4.86 acres
	Usable area: 5.9 acres		Usable area: +/- 3.5 acre
	Zoning: R-1		Zoning: R-1
+/-	Adjacent category I wetlands – requiring 150’ set backs.	+/-	Adjacent category II wetlands –requiring 75’-100’ set backs.
-	Contains steep slopes of more than 40% 50’ Buffer + 15’ Setback	+	No steep slopes
-	Portion of the property Located in erosion hazard area	+	No Erosion Hazard area.
-	Located on wildlife Habitat Corridors	+	No wildlife habitat
-	Portion of the property Located in Critical Aquifer Recharge Area (CARA) Storm water infiltration subject to specific standards and exceptions.	+	No CARA
-	Native growth protection easement and buffer	+	No Native growth protection easement
+	No stream	-	Contains seasonal stream

PERMITS			
	SEPA (4-6 months)		SEPA (4-6 months)
	Conditional Use Permit (4-6 months)		Conditional Use Permit (4-6 months)
	Commercial Site Development Permit (4-6 months)		Commercial Site Development Permit (4-6 months)

<b>KELLMAN SITE</b> 831 – 228 <sup>th</sup> Ave SE Sammamish, WA 98075	<b>NOELKE SITE</b> 1801 – 244 <sup>th</sup> Ave NE Sammamish, WA 98074
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SITE ISSUES			
-	Requires the demolition of Kellman House	+	No structure on site to be concerned with
-	Adjacent to library, City Hall, Church, Elementary School ( noise issues)	+	Adjacent to Church
-	Residential Neighborhood ( noise issues)	-	Residential Neighborhood ( noise issues)
-	With in Town Center Development area	+	No major development
-	Access through main arterial – Harder entrance and exit from site and turnaround on 228th	+	Access through minor arterial Easier entrance and exit from site
+	Centrally located in the City	-/+	North end
+	Site utilities available	-	Utilities needs to be brought in.
-	Prime location for 4 <sup>th</sup> of July Celebrations		
-	No room for growth	-	No room for growth
-	Will require retention walls to gain more space from sloped east side of the property.		
-	Access road through an area active with kids (sports court)	-	Elementary school near by



## CITY COUNCIL AGENDA BILL

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**Subject:**  
A Resolution Adopting a Policy for Program and  
Event Sponsorships

**Meeting Date:** February 19, 2008

**Date Submitted:** February 14, 2008

**Originating Department:** Parks and Recreation

**Clearances:**

**Action Required:**  
Adoption of Resolution

<input checked="" type="checkbox"/> <b>City Manager</b>	<input type="checkbox"/> <b>Police</b>
<input type="checkbox"/> <b>Public Works</b>	<input type="checkbox"/> <b>Fire</b>
<input type="checkbox"/> <b>Building/Planning</b>	<input checked="" type="checkbox"/> <b>Attorney</b>

**Exhibits:**  
1. Resolution

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**Budgeted Amount:** NA

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**Summary Statement:**

This is a resolution adopting a policy for Program and Event Sponsorships.

**Background:**

The City of Sammamish provides a variety of community programs and special events each year. We have been fortunate in that several local businesses and non-profits have contributed cash and in-kind donations to support many of these programs. These partnerships are invaluable to the City and the community.

As the number of City programs and events has increased, and the attendance at these programs and events has increased, the demand for sponsorship opportunities has also increased. Our desire is to continue to build and improve these sponsorship relationships

through the creation of additional opportunities and clearly established policies and procedures.

The sponsorship policy creates an important tool that will guide staff in the solicitation, selection, and management of prospective program and event sponsors. It also provides clear financial controls, including a review by the Finance Department to ensure we are in compliance with City policies and state auditing standards.

**Financial Impact:**

The policy will provide a mechanism for the recruitment of sponsorships, which may provide additional revenue in support of community programs and events.

**Recommended Motion:**

Approve the resolution adopting the Co-Sponsorship for City Facility Use Policy.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING A POLICY FOR PROGRAM  
AND EVENT SPONSORSHIPS.**

WHEREAS, the City of Sammamish provides a number of community programs and special events each year; and

WHEREAS, the City of Sammamish desires to partner with local organizations to enhance and improve community programs; and

WHEREAS, the local business community has expressed an increased desire in sponsorship opportunities with the City; and

WHEREAS, no previous policy governing solicitation of program and event sponsorships exists; and

WHEREAS, the City of Sammamish desires to establish high quality and mutually beneficial partnerships through the creation of clearly stated policies and procedures;

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

Section 1. Adoption of Program and Event Sponsorship Policy. The City Council hereby adopts a policy for program and event sponsorships, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be March 1, 2008.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 19th DAY OF FEBRUARY, 2008.**

CITY OF SAMMAMISH

APPROVED

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melanie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 14, 2008

Passed by the City Council:

Resolution No.: R2008- XXX

Exhibit “A”



# CITY OF SAMMAMISH POLICIES AND PROCEDURES

<b>Subject:</b> PROGRAM AND EVENT SPONSORSHIPS		<b>Department:</b> PARKS
		<b>Number:</b> 076.02.01
<b>Effective Date:</b> 03/01/08	<b>Supersedes:</b> N/A	<b>Approved By:</b> City Council
		<b>Date:</b> 02/19/08

## 1.0 PURPOSE

To provide guidelines for developing and managing sponsorships to ensure that all sponsorships support the City’s goals of service to the community and remain responsive to the public’s needs and values. This policy is established to maintain flexibility in developing mutually beneficial relationships between the sponsor and the City.

## 2.0 DEFINITIONS

**City:** The City of Sammamish and any of its staff, elected and appointed officials, volunteers or anyone else representing the City of Sammamish.

**Sponsor:** A third party that may be an individual, corporation, partnership, or other business entity or organization that provides funds, goods, or services to the City in exchange for recognition, acknowledgement or other promotional considerations or benefits, in respect to a City program, event, or service.

**Sponsorship Agreement:** A contract between the City and a sponsor organization.

**Supervising Department:** The City of Sammamish Department responsible for coordinating the event, program, or service.

## 3.0 POLICY

All sponsorships shall be in accordance with the following:

### 3.01 Policy Statement

The City of Sammamish encourages third party sponsorships where such sponsorships are mutually beneficial to both parties and in a manner consistent with all applicable policies and ordinances established by the City.

### **3.02 Sponsorship Solicitation**

- A. If a proposed Sponsorship Agreement is anticipated to result in less than one thousand dollars (\$1,000) in annual revenue, goods, or services to the City, the Sponsoring Department may contract directly with a prospective sponsor without issuing a Request for Sponsorship (RFS).
- B. If a proposed Sponsorship Agreement is anticipated to result in one-thousand dollars (\$1,000) or more in annual revenue, goods, or services to the City, the Sponsoring Department shall develop an RFS and solicit sponsorships via a competitive bidding process.

### **3.03 Sponsorship Selection Criteria**

To evaluate sponsorship proposals, the City will establish selection criteria, based upon the nature and character of each proposed Sponsorship Agreement. The selection criteria used to evaluate a prospective sponsor may include, but shall not be limited to:

- A. Consistency of the prospective sponsor's products, customers and promotional goals with the City's character, values and service priorities.
- B. The prospective sponsor's historical participation and association with the program, event or service and continued willingness to participate in the same in the future.
- C. The timeliness or readiness of the prospective sponsor to enter into an agreement.
- D. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the prospective sponsor.
- E. Community support for, or opposition to, the proposed sponsorship.
- F. The operating and maintenance costs associated with the proposed sponsorship.
- G. Anticipated public perception of the association of the City and the prospective sponsor.

### **3.04 Priority for Local Agencies**

In the event that prospective sponsors desire to sponsor the same program, event, or service, organizations operating within the City of Sammamish shall have priority over non-local agencies.

### **3.05 Sponsorship Restrictions**

The City will not enter into Sponsorship Agreements with any of the following:

- A. Businesses that are subject to regulation or monitoring by local, state or federal law enforcement agencies, including the Sammamish Police Department, for regulatory compliance (e.g. sexually oriented businesses, bars/taverns, massage facilities, gun shops, manufacturers or sellers of firearms or weapons).
- B. Religious or political organizations. Organizations that, if associated with the City, may create the appearance that the city supports a particular religious or political point of view.
- C. Commercial enterprises whose business is substantially derived from the sale or manufacture of alcoholic or tobacco products.
- D. Individuals or commercial enterprises having past, present, or pending business agreements, permit approvals or other associations with the City, if a Sponsorship Agreement would have an appearance of impropriety.
- E. Any Sponsorship Agreement that will or may promote tobacco products, alcohol, gambling, sexually related products or services, the sales or manufacturing of firearms or weapons, or products or services that are contrary to the interest of public health, safety or welfare.

### **3.06 Sponsorship Agreements**

- A. Sponsorship Agreements are subject to the following levels of review and approval:
  - i. Less than \$10,000 in annual revenue, goods, or services: Department Director
  - ii. \$10,000 to \$15,000 in annual revenue, goods, or services: City Manager
  - iii. Greater than \$15,000 in annual revenue, goods, or services: City Council
- B. Sponsorship Agreements may be authorized for periods of up to three (3) years. The term of the Sponsorship Agreement shall be established in the RFS.
- C. To ensure compliance with the City's financial policies and statewide auditing standards, all Sponsorship Agreements are subject to review and approval by the Finance Director or his/her designee.

- D. The scope of the sponsorship, including the timeline for receipt of cash, goods, and/or services shall be clearly specified in the Sponsorship Agreement.

### **3.07 Policy Exclusions**

- A. Businesses and merchants may sponsor community sports teams and such teams are not subject to the terms of this policy.
- B. Donations or gifts to the City, where no business relationship exists, are not subject to the terms of this policy.

### **3.08 Non-Discrimination**

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability. Any persons or organizations sponsoring City programs, events or services must follow the same non-discriminatory policy.

### **3.09 Non-Endorsement**

Acceptance as a sponsor does not imply the City's endorsement of the product, business or service. Announcements, advertisements, press releases, flyers and other promotional items shall not state or imply the City's endorsement unless express written consent is obtained from the City. Sponsors must request permission to use the City's logo and/or any other City information in all advertisements. Permission shall be granted at the sole discretion of the City.

### **3.10 Special Conditions**

The City reserves the right to modify sponsorship requirements, and/or to require special conditions as part of the Sponsorship Agreement, in such a manner as determined by the City to be in the best interests of the public health, safety and welfare.

### **3.12 Indemnification**

The applicant agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the sponsorship agreement to the extent caused by negligent acts, errors or omissions of the applicant, or by the Applicants' breach of this agreement.

### **3.12 Insurance**

The City reserves the right to require as a condition of sponsorship, that the sponsor agency obtain and maintain comprehensive general liability insurance in an amount determined by the City.

### **3.13 Termination**

The City reserves the right to suspend or terminate a Sponsorship Agreement if circumstances arise whereby the continued arrangement would no longer satisfy the selection criteria by which the Sponsorship Agreement was initially evaluated and approved and/or for any other reason as deemed necessary by the City.

### **3.14 Right of Refusal**

The City reserves the right to reject any and all submitted sponsorship proposals.

### **3.15 Policy Interpretation**

The City Manager or his/her designee shall make any necessary interpretations of this policy.

## **4.0 PROCEDURE**

### **4.01 Sponsorship Solicitation**

- A. Staff shall complete an Authorization to Solicit Sponsorships Form prior to recruiting or advertising for sponsorships.
- B. A record of the Authorization shall be maintained on file by the Supervising Department and the City Clerk's office.
- C. Upon receipt of the necessary signatures, staff may proceed with solicitation of sponsorships.

### **4.02 Request for Sponsorship (RFS)**

- A. Sponsoring Departments shall develop a Request for Sponsorship (RFS) for each sponsorship opportunity valued greater than one-thousand dollars (\$1,000).
- B. The RFS shall be published at least eight weeks in advance of the program, event, or service and shall remain open for submittals for a minimum of two (2) weeks.
- C. The RFS shall at minimum be advertised on the City website and via other mechanisms as deemed appropriate by the Sponsoring Department.
- D. The RFS shall include the following information:
  - i. The nature and scope of the sponsorship request including specific details of the program, event, or service being offered by the City.
  - ii. The components of the sponsorship opportunity including the marketing services and the estimated value of each, provided as part of the sponsorship package. Detailed information on signage, banners,

and other marketing materials including the type, location, size, design, content and duration of display shall be included.

- iii. How the selection criteria set forth in section 3.03 will be met, in addition to any other criteria that may be appropriate for the specific sponsorship request.
- iv. The term of the Sponsorship Agreement (i.e. up to three years.)
- v. The contact person for the RFS opportunity and the deadline for submittals.

#### **4.03 Proposal Evaluation**

- A. Following the receipt of proposals, the Sponsoring Department shall facilitate a review of the proposals.
- B. The proposal that meets the sponsorship criteria identified in this policy, and is most responsive and advantageous to the City, will be advanced for approval.
- C. All prospective sponsors will be notified in writing of the status of their sponsorship proposal. The timeline for notice may vary.
- D. The Sponsoring Department shall maintain a record of the sponsorship solicitation and retain copies of submittals according to the record retention guidelines of the State of Washington and the policies of the City.

#### **4.04 Completion of Sponsorship Agreement**

All sponsorships require a fully executed Sponsorship Agreement prior to exchange of cash, goods or services.

#### **4.05 Signage**

Signage, banners, and other marketing materials including the type, location, size, design, content and duration of display are subject to regulation by City ordinance and other City policies.

### **5.0 GENERAL REGULATIONS**

#### **5.01 Policy Concurrence**

The general regulations established by federal or state law, City ordinance or City policy shall apply to all Sponsorship Agreements.

Approval:

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City Manager

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Date

INTRODUCED: 02/12/08  
APPROVED: 02/19/08  
RESOLUTION NO.: 2008-XXX



## CITY COUNCIL AGENDA BILL

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**Subject:**

Resolution approving 2008 ARCH Work Program and Budget and use of Housing Trust Funds

**Meeting Date:** February 19, 2008

**Date Submitted:** February 14, 2008

**Originating Department:** Community Development

**Clearances:****Action Required:**

Consider and approve resolution

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Resolution
2. Arch 2008 Work Program
3. Budget

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**Budgeted Amount:** N/A

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**Summary Statement:**

Sammamish annually reviews and takes action on the ARCH work program and administrative budget. For 2008, the proposed ARCH Administrative Budget reflects an increase of approximately 5% (\$2056) over the 2007 ARCH Administrative Budget. Annual dues for Sammamish will be \$43,167 and are included in the 2008 budget.

**Background:**

The Work Program describes the activities that ARCH will conduct or be involved in during 2008. For Sammamish, ARCH staff will assist with policy and regulatory development of the Town Center Plan, assist with evaluating and potentially implementing a demonstration cottage housing program, and implementation of high priority strategies from the City's adopted Housing Strategy Plan, including efforts to encourage Accessory Dwelling Units.

**Recommended Motion:**

Adopt

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008 -**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL APPROVING THE 2008 WORK PROGRAM AND  
BUDGET FOR A REGIONAL COALITION FOR HOUSING**

WHEREAS, the City of Sammamish has adopted a comprehensive plan containing a housing element which meets the requirements of the State Growth Management Act (GMA); and

WHEREAS, A Regional Coalition for Housing (ARCH) has assisted the City in meeting its GMA objectives in the development and implementation of the housing element of the comprehensive plan; and

WHEREAS, the City of Sammamish, has entered into an Interlocal Agreement with ARCH to be a member of the coalition and receive the benefits of membership; and

WHEREAS, ARCH has submitted to the City Council a work-program and budget for 2008 which requires the City's concurrence; and

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

The City of Sammamish City Council hereby:

1. Approves the ARCH 2008 work program and budget as set forth in Attachment A and B; and,

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19<sup>th</sup> DAY OF FEBRUARY, 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 12, 2008

Passed by the City Council:

Resolution No. R2008 -

12/07

**ARCH WORK PROGRAM: 2008**

**I. PROJECT ASSISTANCE**

**A. Oversight of Local Monetary Assistance**

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs. Also assist with preparing contracts for awarded projects and do quarterly progress reports on funded projects.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process.

Funding commitments to create or preserve a minimum of 75 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance.

Provide a variety of types of affordable housing as specified in the ARCH Trust Fund Criteria.

For projects requesting Bellevue funds, provide housing which is consistent with any priorities set by the Bellevue Council.

Evaluation of ARCH Trust Fund: Dedicated Funding Source. As follow up to the ARCH Workshops in 2007, explore and evaluate the feasibility of a dedicated funding source.

Objective: Develop a sustainable strategy for the HTF to meet increasing project costs and the reduction of federal housing funds.

Centralized Trust Fund Account. Initiate a centralized trust fund that will consolidate all affordable housing trust fund monies in a single account and allow loan repayments to revolve back into affordable housing.

Funded Projects Follow-up. Monitor progress of funded projects and assist local staff with contracting and distributing funds, and ongoing monitoring of loans.

King County / State Funding Programs Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, etc) and State (Tax Credit, DCTED) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

**B. Special Projects** This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for proposals, to preparation of legal documents (e.g. contracts, covenants). Following is a list of several specific projects that are already underway. One of ARCH's priorities is to be available to assist cities as they assess other potential special projects that arise.

Surplus Property. Assist as needed member cities evaluation of potentially surplus public property or underutilized private property for suitability of affordable housing. One potential use of surplus property is for the HomeChoice Way ownership initiative. This task is consistent with one of the priority strategies identified at the ARCH Workshops in 2007.

Objective: Identify one or more specific sites on the eastside to be made available for housing.

Preserving HUD Financed Housing ARCH will continue to monitor and actively pursue efforts to directly assist developments in order to preserve existing HUD assisted affordable housing.

Objective: . Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing

Solicit support from federal legislators to maintain funding for Section 8 and other HUD housing programs.

Metro Park n' Ride/Transit Sites. ARCH staff will continue to work with local staff on exploring the feasibility of pursuing housing projects on Park n' Ride or transit oriented lots. . As needed ARCH staff will assist City, County and transit staff with feasibility analysis, and if applicable, project development.

Objective: Assist Redmond and Kenmore with administering affordability requirements associated with their downtown Park n Ride sites.

To assist Kirkland in exploring the feasibility of mixed use transit oriented development housing at Kirkland's Park and Ride Facilities.

Issaquah Master Planned Development Sites. Both the Issaquah Highlands and Talus master planned developments (MPD) include 'land set-aside' parcels that are reserved for the development of affordable housing for a specified period of time. ARCH will work with City staff to identify developers of the land 'set-aside' parcels and assist as needed with specific aspects of these parcels. including negotiate and track covenants and resale restrictions to guarantee long term affordability.

Objective: Assist City with work related to development of the 'TOD site in Issaquah Highlands by the YWCA, and Parcel 95 by Habitat for Humanity. Could involve assisting with preparation of land transfer and affordability agreements with the City and their preferred developer, YWCA.

Objective: To assist as needed with implementing the remaining affordability requirement in the privately developed portion of the affordable housing required in Talus, .

Eastside Homebuyer Assistance Program. In late 2005 the House Key Plus ARCH down payment assistance program was launched with funding from many East King County cities, King County and the Washington Housing Commission and in 2006 a second round of funding was received from the same initial funders. In 2008, the goal is to award the remaining balance of funds received in both the first and second round of funding. In addition there will be an assessment of the effectiveness of the program, if there should be any modifications to the program, and if appropriate, seek additional funding.

Objective Allocate all funds set-aside for the down payment program and assess long term viability and potential modifications to the program.

If deemed successful, seek additional funding to extend the program.

Reserve Fund Innovative Program. In the past, ARCH has used its reserve funds to provide unsecured predevelopment loans for innovative projects being sponsored by communities (e.g. Greenbrier (Woodinville), Coast Guard Site. ARCH will work with local staff and the broader community to identify other potential new innovative projects.

Objective: On an as needed basis, assist members with doing feasibility, community outreach and other predevelopment activity on specific sites or programs to assess their potential to provide affordable housing.

## II. HOUSING POLICY PLANNING

### A. Local Planning Activities

ARCH Housing Strategy Program. As follow up to the ARCH Workshops in 2007, the workshops identified both a set of potential priority strategies, and an education program for members. In 2008 the objective is to implement the education program and to initiate work on several of the strategies. Several work program tasks

Objective: Complete the initial round of education of member jurisdictions, and review of ARCH Housing Strategies by councils for consideration of including one or more strategies in their local Work Programs.

Objective: Assist cities that incorporate any of the priority strategies in their local work program. (Note: If individual members have identified specific strategies for their work program, they are listed below under Local Housing Efforts.)

Objective: Identify if any strategies should be pursued in a more collective manner (e.g. dedicated funding source for Trust fund), and if so, outline work program and begin work on those strategies. ..

Property tax exemption program In 2007, the legislation adopted revisions to existing legislation (RCW 84.14) that now allows communities as small as 5,000 persons to utilize a short term property tax exemption for multifamily housing in mixed use areas. **Considering use of temporary Property Tax Exemption program to encourage affordable housing is one of the priority strategies identified in the ARCH Workshops.** ARCH staff will

assist members who are considering such programs. Several cities began work in 2007 on evaluating programs and several others may consider such a program in 2008. These are listed under individual cities in the Local Housing Efforts section below.

### Legislative Items

a) Prosperity Partnership and AWC Housing Task Forces. The Prosperity Partnership's Housing Task Force identified several potential legislative priorities, These include sales tax exemption for affordable housing, and creating a Growth Management Infrastructure Account (GMIA) that would provide funding for local infrastructure projects that help achieve GMA affordable housing goals. **The first item is consistent with one of the long term strategies identified in the ARCH Workshops.** In addition, AWC has formed a housing advisory board to identify potential housing issues, and presumably track legislative proposals. Staff will track such efforts and report back to the Executive Board and members of ARCH on such efforts.

b) Employer Assisted Housing Legislation. There is potential interest in creating some form of tax incentive to employers who create employer assisted housing programs. **This could potentially help one of the priority strategies identified in the ARCH Workshops.**

c.) Federal Funding Support. (See Special Project, Preserving HUD Financed Housing

Housing Background Information. Historically, ARCH has provided a range of housing and demographic information for its members. On an annual basis, ARCH will continue to provide updated housing data information as available. Consider updating and expanding ARCH website to allow members easier access to ARCH studies, background reports and demographic data. **This updated housing information will be incorporated into the education fliers developed as part of the ongoing Housing Education Program developed in the ARCH Workshops.**

Objective:

Continue to keep member jurisdictions and the broader community aware of local housing conditions as input for jurisdictions to evaluate current and future efforts to meet local housing objectives.

Accessory Dwelling Units (ADU) Continue to provide information to the broader community on ADUs through fliers and the ARCH website. As needed, ARCH staff will assist local staff with assessing and modifying existing local ADU regulations.

Objective Increase general community awareness of ADU's and provide basic information to help those interested in creating an ADU.

Local Housing Efforts: ARCH jurisdictions are updating land use, zoning and other codes in order to implement policies identified in their Comprehensive Plans. ARCH staff will continue to assist local staffs in these efforts. Following are specifically identified areas that ARCH will

assist local staff with accomplishing.

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

**Bellevue**

Assist City staff as needed with Bellevue's planning initiatives that are identified by the Council for its housing work programs. Initial work will focus on emerge from the update of the Housing Element. (e.g. updates to ADU regulations, more innovative forms of housing.)

Assist City staff with researching potential incentives to encourage work force housing in the Bel-Red Planning Area, including potential public funding sources such as the 10 year property tax exemption allowed under RCW 84.14.

As part of the larger ARCH Implementation Strategy work, re-assess Bellevue Housing Trust Fund guidelines to ensure they are consistent with community needs and priorities.

Explore regulatory and non-regulatory approaches to improve compatibility of single family infill development, major remodels and SF conditional uses. (Is this an ARCH item?)

Survey housing conditions and develop strategies to encourage the maintenance and updating of the city's older housing stock.

Assist City staff to evaluate long term options for the Landmark property which was purchased in 2002 by the King County Housing Authority.

**Bothell**

Assist City staff preparing a Housing Strategy Plan and implementation of initial strategies.

Assist City staff and Planning Commission with update to the Downtown Plan, specifically providing assistance on components related to housing and affordable housing. This will include ARCH staff participating in the Downtown Resources Group and the Housing/Affordable Housing Round Table.

**Clyde Hill**

Assist City staff with a general review of housing regulations.

Assist City with rental of City's affordable rental unit.

**Issaquah**

Assistance is anticipated for the following projects:

Talus: Assist in administering the first group of the Phase II affordable rental and owner units.

Issaquah Highlands: Monitor the implementation of the Issaquah Highlands affordable housing development agreement. This includes monitoring annual progress toward achieving affordability goals and providing information to developers on details about how the program is implemented.

Winter 2008: Work with City staff to educate the Planning Policy Commission, the City Council and the public about housing, affordable housing and incentives potentially applicable to the Central Issaquah Area.

Fall 2008: Work with City Staff to write affordable housing regulations for the Central Issaquah Area.

Assist City staff in working with the Issaquah School District to provide school impact fees waivers for affordable housing.

Assist City staff with the implementation of the Block 9, YMCA affordable housing project.

### **Kenmore**

Downtown Site. Assist with implementing the affordability requirements for the site, including if applicable, the property tax exemption program .

Downtown Plan /LakePointe: As needed, work with City staff to implement the requirement to provide affordable units in the downtown area and/or the LakePointe master planned development.

Housing Regulations: Assist city staff with their update of its zoning and subdivision codes as they relate to housing and housing affordability.

### **Kirkland**

Assist City staff with follow-up work related to the priorities established by the City Council in 2007including:

- Evaluating regulations to encourage affordable housing as part of market rate housing development, especially in the downtown area and other business districts. This will include a detailed analysis of inclusionary approaches that will be considered, and legal issues and constraints associated with these options;
- ;
- Preservation of existing affordable housing. This will include completion of inventory work undertaken in 2007, and assistance with subsequent tasks such as analysis of data, contacts to property owners and evaluation of possible funding sources for preservation efforts.
- Exploring the feasibility of mixed use transit oriented development housing at the South Kirkland Park & Ride facility. Assistance from ARCH will include coordination with Metro, the City of Bellevue, and for profit or non-profit housing developers, if needed. Additional tasks associated with administering affordability requirements and project development may be included.;
- Identify underutilized/vacant land and/or existing housing

- and
- Identifying and exploring use of a small surplus city property for an innovative housing (e.g. cottages, duplex or triplex).

Assist City staff with housing issues as part of neighborhood plan updates.

**Mercer Is.**

Assist staff and council with evaluating and, if appropriate, implementing a tax incentive program for affordable housing in the Mercer Island Town Center, as allowed under ESSHB 1910.

Assist City staff and City Council evaluate options for an innovative housing project on surplus City property.

Assist City Staff and Planning Commission with updating the Housing Strategy Plan, and with initial implementation of high priority strategies.

**Newcastle**

Assist City staff with implementation of high priority strategies from their Housing Strategy Program.

Assist City staff in reviewing development agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center. Anticipated projects in 2008 include the mixed use Library/housing development and Newcastle Trails.

Assist with establishing administrative guidelines and implementing the property tax exemption program for the Community Business Center.

**Redmond**

Help with update of housing regulations related to the update in the Housing Element of the Comprehensive Plan that are part an overall housing initiative, that will result in the development of a package of policy and regulatory reforms to help increase the supply and diversity of new housing.

Continue to assist with negotiating, and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Provide assistance as needed in updating Overlake and Viewpoint Neighborhood Plans with respect to housing, including periodic attendance at CAC meetings to help identify housing issues within the neighborhood and develop policy responses.

Help with the refinement of existing incentive programs to create affordable housing, especially related to methods for alternative compliance. May include

help with convening a panel of builders and developers to speak to staff and/or the Planning Commission.

Assist in making ADU presentation to Grass Lawn Neighborhood Association pursuant to Neighborhood Plan policy.

Assist in implementing and preliminary analysis of the City's innovative housing ordinance and pilot program

**Woodinville**

Review and strengthening of affordable housing and accessory dwelling unit programs and regulations

Continue work to assist City staff and Planning Commission with ways to encourage housing in the Downtown/Little Bear Creek Master Plan area.

**Sammamish**

In 2008 ARCH staff will assist City staff on several efforts including:

Assist with policy and regulatory development for the Town Center plan including Planning Commission and City Council review. Respond to questions and request for follow up information and help staff selected meetings. Guide and participate in the financial analysis for Town Center regulations and zoning to help ensure effectiveness.

Assist with evaluating and potentially implementing a demonstration program for cottage housing.

Assist with initial implementation of high priority strategies identified in the Housing Strategy Plan, including efforts to encourage Accessory Dwelling Units, regulatory incentives to include affordable units within private developments, and processes and standards for homeless encampments

**King County** See Regional/Planning Activities below.

Complete standard covenants, and monitor the implementation of the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements. This includes monitoring annual progress toward achieving affordability goals; and providing information to developers on details about how the program is implemented.

General Assistance. In the past, there have been numerous situations where member staffs have had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen work. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

## **B. Regional/Countywide Planning Activities**

Affordable Housing Tracking System. The Growth Management Act/Countywide Affordable Housing Policies call for jurisdictions to track the development/preservation of housing affordable to low and moderate income families. This work is being coordinated through the Benchmarks Task Force. ARCH staff will continue to assist cities and the County with collecting data needed for Benchmarks.

Objective: Collection and analysis of data as specified in Benchmark Task Force report.

Maintain an eastside housing database for storing benchmark and related housing data. The database should allow the creation of standardized reports, yet be flexible enough to also meet the individual reporting needs of members. This database will be updated to include permit data and funding activities from 2006.

### **Information collected for this will be incorporated into the annual updates prepared as part of the ongoing ARCH Housing Education program.**

County-Wide Housing Committees. Support local staff by providing staff support as needed to 'regional'/statewide working groups/committees, and disseminating key information back to local staffs. Groups include the Growth Management Planning Council (GMPC), the McKinney review team, and DCTED Housing Trust Fund Policy Advisory Team.

Committee to End Homelessness (CEH)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the CEH in the coming year include: evaluating ways to more effectively use existing resources, including more coordinated allocation of resources; and initiating several specific proposals for East King County. A primary role ARCH staff have provided is to help coordinate having an ongoing dialogue and planning effort within East King County of cities, agencies and providers through EHAC to better coordinate local efforts to tie into the work of CEH.

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including the Committee to End Homelessness.

Have one or more specific local programs initiated as part of the 10 Year Plan to End Homelessness.

## **III. HOUSING PROGRAM IMPLEMENTATION**

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This primarily includes affordable rental housing created through I direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and occasionally through land use incentives. Some Trust Fund projects also require monitoring of

project cash flow related to loans made by jurisdictions to projects.

Objective: Ensure projects are in compliance with affordability requirements which involves collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions;
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports;
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Ensure accurate records for affordable ownership units, including audit units for owner occupancy and proper recording of necessary documentation.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created and given changes in lending practices the past few years, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In 2006, several issues emerged related to the long term implementation of affordable housing covenants (e.g. owners over borrowing on homes). Several actions were taken in 2006 to address these issues. In 2008, the goal is to complete revisions to the ownership covenants in order to better insure long term affordability of ownership units.

Objective: Oversee resale of affordable ownership homes.

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability

Mailing List of Low/Moderate Income Households Maintain a list of families potentially interested in affordable housing (both rental and ownership) created through the efforts of the participating jurisdictions.

Objective:..Maintain lists of affordable housing in East King County, and making that available as needed to people looking for affordable housing.

Maximize use of the ARCH web site to assist persons looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

#### **IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES**

Education/Outreach. Education efforts should include 'Big Picture' subject matters and, in some cases, tie into efforts related to public outreach/input on regional housing issues. However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. Potential outreach tools include the ARCH video, a display board, a portfolio of successful projects, ARCH brochure, and housing tours.

Objective: **Consistent with the Education program discussed at the ARCH Workshops**, using input from the broader community , develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Objective: **Consistent with the Education program discussed at the ARCH Workshops** , on a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs (Housing Eastside 101, East King County Plan to End Homelessness), and hold annual discussion with member councils on recent housing trends and efforts.

ARCH Web site. Currently this site is primarily geared to those utilizing programs administered through ARCH (e.g. listing of available rental and ownership affordable units, application for Trust Fund, consumer information on Accessory Dwelling Units, linkages to other housing related services in the community). There is some information on the site related to local housing issues and efforts, and it is hoped that this will be expanded through materials developed as part of ARCH's grant from the Innovations in American Government Award, as well as materials developed for the ARCH Housing 101 education program, Eastside Plan to End Homelessness, and links to Committee to End Homelessness (CEH) website. .

Objective: Maintain the ARCH web site and update the the community outreach portion by incorporating information from Housing Eastside 101, as well as updated annual information, and links to other sites with relevant housing information (e.g. CEH, HDC).

Make presentations, including housing tours, to at least 10 community organizations.

Media coverage on at least six topics related to affordable housing in East King County related to work done by Cities/ARCH and articles in local city newsletters.

Advice to Interested Groups. Provide short-term technical assistance to community groups, churches and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved.

Objective: Increase awareness of existing funding programs (e.g. rental rehab) by potential users.

Increase opportunities of private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

Administrative Procedures. Prepare quarterly budget performance and work program progress reports. Prepare the Annual Budget and Work Program. Staff the Executive and Citizen Advisory Boards.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and wide range of housing and community perspectives.

C:\Data\ARTFILES\GENERAL\Monitor&Workprogram&Budget\2008\Workprogram08dec Exec.Doc

Exhibit 3

2008 ARCH Administrative Budget

12/7/2007

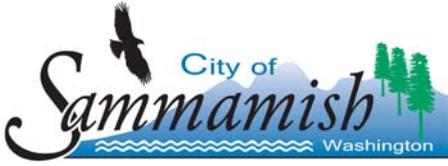
I. ANNUAL OPERATING EXPENSES

Item	2007 Budget	2008 Budget	Change Budget	Percent Change
Staffing				
Sub-total	\$ 398,285	\$ 417,836	\$ 19,551	5%
Rent	\$ 11,222	\$ 11,531	\$ 309	3%
Utilities	Incl^	Incl^	Incl^	Incl^
Telephone	\$ 2,575	\$ 2,575	\$ -	0%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 2,500	\$ 3,000	\$ 500	20%
Copier Costs	\$ 2,500	\$ 2,610	\$ 110	4%
Office Supplies	\$ 2,000	\$ 2,000	\$ -	0%
Office Equipment Service	\$ 4,000	\$ 4,000	\$ -	0%
Fax/Postage	\$ 2,000	\$ 2,060	\$ 60	3%
Periodical/Membership	\$ 3,450	\$ 3,588	\$ 138	4%
Misc. (e.g. events,etc.)	\$ 1,840	\$ 1,840	\$ -	0%
Insurance	\$ 5,800	\$ 7,000	\$ 1,200	21%
Equipment Replacement	\$ 2,870	\$ 2,870	\$ -	0%
Sub-total	\$ 28,960	\$ 30,968	\$ 2,008	7%
TOTAL	\$ 441,042	\$ 462,910	\$ 21,868	4.96%

\* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

II. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions		2007	2008	Change	Percent Change
Bothell	\$	34,883	\$	36,627	\$ 1,744 5.00%
Issaquah	\$	13,082	\$	13,736	\$ 654 5.00%
King County	\$	45,149	\$	47,406	\$ 2,257 5.00%
Kirkland	\$	53,198	\$	55,858	\$ 2,660 5.00%
Mercer Island	\$	26,598	\$	27,927	\$ 1,330 5.00%
Newcastle	\$	8,865	\$	9,308	\$ 443 5.00%
Redmond	\$	53,198	\$	55,858	\$ 2,660 5.00%
Woodinville	\$	10,590	\$	11,120	\$ 530 5.00%
Beaux Arts Village	\$	1,397	\$	1,467	\$ 70 5.00%
Clyde Hill	\$	2,367	\$	2,486	\$ 118 5.00%
Hunts Point	\$	1,397	\$	1,467	\$ 70 5.00%
Medina	\$	2,367	\$	2,486	\$ 118 5.00%
Yarrow Point	\$	1,397	\$	1,467	\$ 70 5.00%
Sammamish	\$	41,111	\$	43,167	\$ 2,056 5.00%
Kenmore	\$	22,425	\$	23,546	\$ 1,121 5.00%
TOTAL	\$	318,025	\$	333,926	\$ 15,901
B. In-Kind Contributions		\$ 2,007	\$ 2,008	Change	Percent Change
Bellevue	\$	123,019	\$	128,985	\$ 5,966 4.85%
TOTAL	\$	123,019	\$	128,985	\$ 5,966
C. Total Contributions					
Bellevue	\$	123,019	\$	128,985	\$ 5,966 4.85%
Bothell	\$	34,883	\$	36,627	\$ 1,744 5.00%
Issaquah	\$	13,082	\$	13,736	\$ 654 5.00%
King County	\$	45,149	\$	47,406	\$ 2,257 5.00%
Kirkland	\$	53,198	\$	55,858	\$ 2,660 5.00%
Mercer Island	\$	26,598	\$	27,927	\$ 1,330 5.00%
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Clyde Hill	\$	2,367	\$	2,486	\$ 118 5.00%
Hunts Point	\$	1,397	\$	1,467	\$ 70 5.00%
Medina	\$	2,367	\$	2,486	\$ 118 5.00%
Yarrow Point	\$	1,397	\$	1,467	\$ 70 5.00%
Sammamish	\$	41,111	\$	43,167	\$ 2,056 5.00%
Kenmore	\$	22,425	\$	23,546	\$ 1,121 5.00%
TOTAL	\$	441,043	\$	462,911	\$ 21,867 4.96%
TOTAL COSTS	\$	441,042	\$	462,910	\$ 21,868 4.96%
BALANCE	\$	1	\$	0	



## CITY COUNCIL AGENDA BILL

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**Subject:**

Resolution approving the contribution of budgeted funds to ARCH for the Housing Trust Fund

**Meeting Date:** February 19, 2008

**Date Submitted:** February 14, 2008

**Originating Department:** Community Development

**Clearances:****Action Required:**

Consider and approve resolution

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Resolution
2. Housing Trust Fund projects

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**Budgeted Amount:** N/A

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**Summary Statement:**

The city's adopted 2008 budget includes funds reserved for projects recommend through the ARCH Housing Trust Fund. The ARCH Executive Board has recommended that up to \$100,000 be used to fund, in part or in whole, transitional housing for homeless young adults and purchase a parcel of land in the Issaquah Highlands area, and build ten (10) new affordable ownership homes within five duplex units.

**Background:**

Staff recommend that the City Council approve the recommendation of the ARCH Executive Board for authorizing budgeted funds for 2008 for the Friends of Youth: New Ground Kirkland and the Habitat for Humanity: Issaquah Townhomes projects. Once authorized, the City Manager will execute necessary documents.

**Recommended Motion:**

Adopt

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008 -**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL APPROVING THE TRANSFER OF BUDGETED  
SAMMAMISH FUNDS TO THE HOUSING TRUST FUND  
ADMINISTERED BY A REGIONAL COALITION FOR  
HOUSING**

WHEREAS, the City of Sammamish has adopted a comprehensive plan containing a housing element which meets the requirements of the State Growth Management Act (GMA); and

WHEREAS, A Regional Coalition for Housing (ARCH) has assisted the City in meeting its GMA objectives in the development and implementation of the housing element of the comprehensive plan; and

WHEREAS, the City of Sammamish, has entered into an Interlocal Agreement with ARCH to be a member of the coalition and receive the benefits of membership; and

WHEREAS, Sammamish included funds in the adopted 2007 budget for contribution to the Housing Trust Fund administered by ARCH; and

WHEREAS, ARCH seeks authorization for the use of Housing Trust Funds in order to provide affordable housing as described in Attachment 1;

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

The City of Sammamish City Council hereby:

1. Approves the use of ARCH Housing Trust Funds in order to provide affordable housing as described in Attachment 1.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 19<sup>th</sup> DAY OF FEBRUARY, 2008.**

CITY OF SAMMAMISH

---

Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 12, 2008

Passed by the City Council:

Resolution No. R2008 -



Exhibit 2

*ATTACHMENT 1*

Family Resource Center Campus  
16225 NE 87<sup>th</sup> Street, Suite A-3 ♦ Redmond, Washington 98052  
(425) 861-3677 ♦ Fax: (425) 861-4553 ♦ WEBSITE: [www.archhousing.org](http://www.archhousing.org)

TO: City of Bellevue Council Members  
City of Redmond Council Members  
City of Kirkland Council Members  
City of Mercer Island Council Members  
City of Kenmore Council Members  
City of Newcastle Council Members  
City of Issaquah Council Members  
City of Woodinville Council Members  
City of Clyde Hill Council Members  
City of Medina Council Members  
City of Sammamish Council Members  
Town of Hunt' Point Council Members  
Town of Yarrow Point Council Members

FROM: Ava Frisinger, Chair, ARCH Executive Board

DATE: December 18, 2007

**RE: Fall 2007 Housing Trust Fund (HTF) Recommendation**

The ARCH Executive Board has completed its review of the four applications applicable to the Fall funding round of the 2007 Housing Trust Fund. Three projects were recommended for funding by the ARCH Executive Board. The recommendations total \$568,000 of local funding as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, our recommendation and rationale, and recommended contract conditions. Also enclosed is an economic summary for the two project seeking funding, leveraging charts, project summary table, and a summary of projects funded to date through the ARCH Trust Fund.

**1. Friend's of Youth: New Ground Kirkland**

Funding Request: \$ 268,000 (Secured Grant)

Ex. Bd. Recommendation: \$ 268,000 (Secured Grant)  
See attached Funding Chart for distribution of City Funds.

**Project Summary:**

Friend's of Youth has already purchased an 8 unit apartment complex (built in 1968) in Kirkland, to provide transitional housing for homeless young adults (18-21 years of age at the time of entry into the program). This project replaces the applicants Transitional Living Center property in Bothell (that operated since 1988). The Bothell property has been closed and sold. The bulk of the site is covered with building and surface parking lot. The unit mix is 4 one-bedroom flats and 4 two-bedroom flats.

The applicant proposes to remodel the building to create 4 one-bedroom units and 2 two-bedroom units (total of 6) for the tenant population (both male and female). Because of the two-bedroom units, there could be an additional one or two tenants, doubling up in the larger units. One of the remaining two units would be a resident manager's unit, and the other unit would be remodeled into office/community space.

The typical profile of these young adults is that they are in an in-between area for existing services. Too old for youth shelters (serving ages 11-17) and are generally too immature to fit into adult shelters. Many of the target population lives outside, sleeping wherever they can, and turning to criminal activities to support basic needs. Most of the population has experienced physical or sexual abuse and have mental health or substance abuse issues.

Services include case management, basic life skills, education and job training, assistance in establishing good credit, treatment of mental and physical health issues, and assistance in following their individual Independent Living Plan. On site amenities would include internet connections in all units. Office computer for resident use, a no-cost laundry facility, an office for individual or group meetings and a resident manager for direct supervision.

Friend's of Youth will do all intake and resident admission to the program. The federal funding associated with the program is designed for residents to have a maximum stay of approximately one and a half years, which can be extended. However, Friend's of Youth has found that the average stay required is only 9 months.

**Funding Rationale:**

The Executive Board supported this application for the following reasons:

- Serves an underserved, special needs population
- Long term affordability to special needs clientele

## Exhibit 2

- Is a relatively new and successful model (for the Agency) for serving this type of clientele
- Is located adjacent to transit and convenient to neighborhood level shopping and services.

### Conditions:

1. Funds shall be used by Friend's of Youth (Agency) toward construction costs, developer fee, development utilities and/or other costs of the project, as approved by City Staff. Funds may not be used for any other purpose unless city staff has given written authorization for the alternate use.
2. The funding commitment shall continue for twelve (12) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City staff no later than sixty (60) days prior to the expiration date. City staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion.
3. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained.
4. A covenant is recorded ensuring affordability for at least six (6) units of housing for homeless young adults, for at least fifty (50) years. The units shall be affordable at the time of occupancy to residents with incomes at or below 30% of median income, adjusted for household size, and including an appropriate utility allowance.
5. The Agency shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Agency shall immediately notify city staff, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to city staff's review and approval. In the event the Agency requests utilizing any city funds prior to securing all other public capital sources (e.g. State Trust Fund), they will furnish evidence that the Agency has its own resources available and guarantees they will be available to meet project costs in the event funding is not received from those public funding sources.
6. The Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Agency is unable to adhere to the budgets, city staff must be immediately notified and a new budget(s) shall be submitted by the Agency for the City's approval. The City shall not unreasonably withhold its approval to a revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended, may result in withdrawal of the City's commitment of funds.
7. The capitalized reserves in the development budget is a critical component of the overall strategy to defer some rehabilitation work in order to take advantage of the remaining useful life of some building components (e.g. roofing) These reserves shall not be used for any

## Exhibit 2

other project costs during the development phase of the project without approval of City staff.

8. If there is excess net cash flow generated by the project after payment of the expenses established in the operating budget, they shall be used for project reserves.
9. The Agency shall maintain documentation of any necessary land use approvals and permits required by the City.
10. The Agency shall submit a property management plan prior to release of funds. At a minimum, the property management plan will address: a description of the relationship of residents to the program and services, resident selection procedures, management procedures to address resident needs, services available for residents and a short and long term strategy for covering operating expenses. It shall also include a summary of the ARCH annual monitoring procedures. The management plan must be approved by City Staff to insure compliance with the funding conditions.
11. City staff will be consulted as formal lease and service program documents are developed for the property. Final lease and service program documents will be submitted to City staff for their review and approval.
12. In the event that support services funding levels will be reduced, the Agency shall inform City Staff about the impacts the proposed reduction will have on the budget and plan for services to residents, and what steps shall be taken to address the impacts. A new budget or services plan must be approved by the City.
13. If CDBG funds are used, comply with all applicable federal rules and procedures. CDBG funds may not be used to repay (bridge) acquisition finance costs.
14. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If required for City reporting, submit initial resident information.

**2. Habitat for Humanity: Issaquah Townhomes**

Funding Request: \$ 200,000 (Secured Grant)

Ex. Bd. Recommendation: \$200,000 (Secured Grant)  
See attached Funding Chart for distribution of City Funds.

Project Summary:

Habitat for Humanity of East King County proposes to buy a parcel of land in the Issaquah Highlands area of Issaquah, and build ten (10) new ownership homes within five duplex units. There would be two 2-bedroom units, six 3-bedroom units and two 4-bedroom units. All homes would be sold to households at less than 50% of median income (approx. \$35,000 for a family of two and \$39,000 for a family of four). Purchase price has not been set yet, but is projected to be in the area of \$120,000 each. Based on the projected purchase price, Habitat envisions a 20 year mortgage, at \$500 per month with no interest. A homeowners association will be formed to manage the common areas of the development.

Proposed funding would be used primarily to buy the property, and install infrastructure. Habitat would use volunteers to construct the units, and each of the families selected to own homes would be required to perform at least 500 hours of sweat equity in the development of the homes.

Habitat intends to solicit potential homeowners through a broad media campaign. Each household must have lived or worked in East King County for a year prior to application. A group of mortgage lenders and certified financial planners would assist Habitat in the selection process by screening and evaluating candidates. While performing their sweat equity, the selected households would also go through Habitat's Homeowner Education Program, which includes financial planning, credit reports, homeowner association management, home maintenance and repair, budgeting, living with diversity, mortgage documents, family support and community development.

Habitat uses a land trust model. Habitat owns the land and sells the units built on the land. Habitat carries the mortgage at no-interest, and holds the rights to purchase the unit if the owner wants to sell it. Habitat also maintains a fund for such purchases if the need arises.

Funding Rationale:

The Executive Board supported this application for the following reasons:

- Creates home ownership for low income families
- Long term affordability through resale controls.
- Is located on a land set-aside parcel for affordable housing within a master planned community.
- Contains mostly 3 and 4 bedroom units (accommodates families), which is appropriate given its location within Issaquah Highlands.

## Exhibit 2

### Conditions:

1. Funds shall be used by Habitat for Humanity of East King County (Agency) toward project acquisition or other development costs, as approved by City Staff. Except, if Community Development Block Grant (CDBG) Funds are used, they must be used at the time of initial property purchase by the Agency. CDBG funds may not be used to repay (bridge) acquisition finance costs. Funds may not be used for any other purpose unless city staff has given written authorization for the alternate use.
2. The funding commitment shall continue for eighteen (18) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City staff no later than sixty (60) days prior to the expiration date. City staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion.
3. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained.
4. A resale agreement is recorded ensuring affordability for each of ten (10) ownership housing units for families, for at least seventy-five (75) years. The units shall be affordable to families with incomes at or below 50% of median income. Form of resale agreements will be submitted to City staff for their review and approval.
5. The Agency shall submit evidence of funding commitments from all proposed public and private sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Agency shall immediately notify city staff, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to city staff's review and approval. Prior to initiating construction on any home, the Agency shall submit evidence of all public and private resources needed to complete the home.
6. The Agency shall provide a revised development budget based upon actual funding commitments, which must be approved by city staff. If the Agency is unable to adhere to the budget, city staff must be immediately notified and a new budget shall be submitted by the Agency for the City's approval. Prior to starting construction on individual buildings, Habitat shall provide evidence that it has sufficient resources to complete the building. A budget narrative shall also be provided to establish a fundraising plan for replacing any sponsors that terminate their commitment either before or after construction of a unit has begun. The City shall not unreasonably withhold its approval to a revised budget, so long as such new budget does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended, may result in withdrawal of the City's commitment of funds.
7. The Agency shall submit an appraisal for the land that confirms the purchase price and insurance that is in compliance with City requirements.

## Exhibit 2

8. The Agency shall maintain documentation of any necessary land use approvals and permits required by the City.
9. The Agency shall submit an updated homeowner association budget for City staff review and approval showing a breakdown of homeowner association dues, and which includes sufficient reserves for long term maintenance of the common areas. Also, submit a copy of the proposed land trust and Homeowner Association documents. The Homeowner Association documents must provide for the ongoing maintenance of the property and buildings and set forth the ongoing role of Habitat in the operations and management of the property, as well as to identify how the Homeowner Association budget decisions, including the use of dues, will be controlled, so that appropriate property management is assured throughout the duration of affordability.
10. The Agency shall provide a final site plan approved by the City of Issaquah, as well as a copy of any hazardous materials inspection or survey for the site. If any hazardous materials were found to be present, the Agency shall provide a plan and budget for mitigating the hazardous materials on the site.
11. If CDBG funds are used, comply with all applicable federal rules and procedures.
12. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If required for City reporting, submit initial resident information.

**3. Amendment: Housing at the Crossroads (HAC)—Kensington Square**

Amendment Funding Request: \$ 50,000 (Secured Grant)

Ex. Bd. Recommendation: \$100,000 (Secured Grant)  
See attached Funding Chart for distribution of City Funds.

Original Award: \$150,000 (Secured Grant, City of Bellevue)

Note: This project is seeking a funding amendment from ARCH to cover a portion of the unanticipated costs and cost overruns that have accrued during construction. The applicant is seeking the remainder of the needed funding through other public funders, the Master Builder Care Foundation, and/or private fundraising or loans.

Project Summary

The Kensington Square project is 6 units of new construction transitional housing on property located near the intersection of 8<sup>th</sup> street and 148<sup>th</sup> avenue in Bellevue. When HAC bought the property, the purchase price included the permit ready design work.

The project consists of six units in three buildings (one four-plex and two detached single family homes).

The site is located next to the intersection of two arterial streets, and is adjacent to transit services. The Overlake shopping and employment area is about a mile north of the site, which is also served by transit.

The units will serve transitional households at or below 30% of median income, for a period of up to two years. All six families will be homeless or at risk of being homeless. Households would be selected on a first come/first served basis. Kirkland Interfaith Transitions in Housing (KITH) will provide intake and case management services, developing a transition plan for each household. Each household will receive emergency assistance, transportation, child care, tutoring, health services, life skills training, budgeting, employment training, and other supportive services, according to their case management plans. Off-site referrals will be made for medical, dental, legal, and other issues. Upon completion of their stay, KITH will assist with finding permanent housing and tracking/following up with each household for a post stay period of two years. KITH may also provide permanent housing from their portfolio of housing, depending on availability.

Funding Rationale:

The Executive Board supported this amendment application for the following reasons:

- Provides housing for very low income persons.
- Provides long term affordability
- Strong leverage of other public funding.
- Location adjacent transit and convenient to shopping and employment.

## Exhibit 2

### Conditions (applicable to amendment funding)

1. This additional funding commitment shall continue for twelve (12) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City staff no later than sixty (60) days prior to the expiration date. City staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion.
2. Funds for this additional funding commitment will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained.
3. The Agency continues to work closely with the Master Builder Care Foundation to seek donations of labor and materials applicable to completion of the project.
4. Up to \$50,000 of this commitment may be released to the Agency when the City receives documentation that all public and private funds and resources are in place to complete the project. The remaining \$50,000 of this commitment may be released when the project has received a temporary certificate of occupancy ( or equivalent form of substantial completion) from the City of Bellevue.

### Conditions already approved and under contract:

1. Funds shall be used by the Housing at the Crossroads (Agency) toward the acquisition costs of the property construction sales tax, developer fee, permit costs, design costs, and project management costs. In the event that CDBG funds are approved for the project, they shall not be used for acquisition expenses. Funds may not be used for any other purpose unless city staff have given written authorization for the alternate use.
2. A covenant is recorded ensuring affordability for six (6) units of transitional housing, for a period of at least fifty (50) years. The transitional units shall be affordable to households at the time of occupancy with incomes at or below 30% of median income, adjusted for household size, and including an appropriate utility allowance. The maximum residency of transitional housing clients shall be two years. City staff will have the discretion to approve modifications to the requirement that all of the units be reserved as transitional units. In the event such a modification is approved, the project will still be required to meet the affordability requirements.
3. If, at any point, Project Based Section 8 is no longer available or feasible, the City shall be notified at the earliest time the Agency knows Section 8 is/will no longer be available or feasible. The City and the Agency shall work together to determine if the affordability requirements need to be adjusted for some or all of the units, not to exceed 50% of median income, in order to generate sufficient revenue to meet the Project's housing expenses (including reserves, debt service and asset management fee).
4. The Agency shall submit an appraisal by a qualified appraiser. The appraisal shall be equal to or greater than the purchase price. In the event the appraisal is less than the purchase

## Exhibit 2

price, the Agency shall submit documentation that the difference is based upon design and other predevelopment work that was included in the purchase price.

5. The Applicant shall provide a written supplement that sets forth whether the two bedroom detached home can be reconfigured to include a third bedroom, without significantly affecting the permit process or overall project costs. The supplement shall also include a strategy for controlling construction costs, such as through specification of finish materials.
6. The Agency shall provide a revised project implementation timeline, development budget and operating budget based upon more complete cost estimates, approved Section 8 rent levels, and the assumption that a professional management company will be used to manage the property. If the Agency is unable to adhere to the timeline and/or budgets, City Staff must be immediately notified and a new timeline and/or budgets shall be submitted by the Agency for the City Staff's approval. The City shall not unreasonably withhold its approval to a revised timeline and/or budgets, so long as such new timeline and/or budgets does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the timeline and budgets, either original or as amended, may result in withdrawal of the City's commitment of funds.
7. The Agency shall maintain documentation of any necessary licenses, land use approvals and permits required for construction and operation of the property.
8. The Agency shall submit evidence of insurance as required by the City.
9. The Agency shall submit a property management plan. At a minimum, the plan must address: tenant selection procedures, management procedures to address tenant needs, services provided for or required of tenants, and a short and long term strategy for covering operating expenses. It shall also include a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements. The management plan must be submitted for review and approval by city staff. The plan shall set forth the management responsibilities that will be followed by a professional management company. The plan shall also address how the Agency will insure necessary monitoring and reporting will be completed in a timely manner, and strategies the Agency has to manage the property as a long term asset to the Agency.
10. Submit monitoring reports quarterly through the development phase of the project. Submit a final budget upon project completion. Thereafter, submit the required annual monitoring. If applicable, submit tenant information as required by the City or County.

**1. St. Andrew's Housing Group: St. Margaret's Apartments**

Funding Request: \$1,500,000 (Loan)  
35 units of Project Based Section 8

CAB Recommendation: \$ -0- (At this time)

Project Summary:

The St. Margaret's Apartment development is a new construction housing project of up to 133 units, proposed to be located on a portion of the undeveloped area of the St. Margaret's church and an adjacent parcel located in the Factoria (southeast) area of Bellevue.

The property is located in close proximity to transit, shopping and employment. The church intends to sell the applicant about 2.1 acres to construct two levels of structured parking with four levels of housing built on top (within three separate buildings). The existing thrift store on the property will be converted to common area, office space and service provider space and the thrift shop will be located in the new building.

Units mix will be 12 studio, 52 one-bedroom, and 66 two-bedroom. There will be Affordability levels will be 30%, 50% and 60%. The proposal includes seeking up to 35 units of Section 8 assistance . Twenty-eight (28) units will be used to stabilize homeless individuals and 26 units will be targeted to veterans households. Supportive services will be provided to both groups.

The partnering agencies for referrals for the supportive housing will include the Department of Veterans Affairs and Congregations for the Homeless. SAHG will have 1.5 FTE direct service staff to provide case management and services to all the tenants. An array of outside agencies have committed to off-site services, such as Hopelink, Friends of Youth, YWCA, Eastside Healthy Start, and the Veterans Edge Program. Property management will be done by Legacy Management, who also manages the rest of St. Andrews' housing properties.

Funding Rationale:

The CAB strongly supports the concept of the proposed affordable housing project, as well as SAHG as a potential community partner. Elements of the proposal that the CAB supported include:

- Will include supportive housing for veterans and homeless populations;
- Is consistent with the objectives of the King County 10 Year Plan and East King County Plan to End Homelessness, including providing units for individuals as well as families.
- Long term affordability to a vulnerable population, including housing affordable at 30% of median income;
- Strong leverage of other public and private funding;
- The site would be located convenient to employment, shopping and transit.
- Proposal takes advantage of using underutilized church property.

However, the CAB did not feel it was appropriate to take action at this time due to the nature of several of the issues related to the proposal. They strongly encouraged reapplying in the Spring Round as several issues are better clarified. These issues raised by the CAB are described below.

## Exhibit 2

Most significant of these is a pending land use approval from the City of Bellevue and a final determination of the property to be included in the proposal.

Following is a summary of several issues that it is assumed that an application in the Spring Funding Round will have either addressed, or will be able to provide more detailed information.

- Comprehensive plan amendment. This project requires a Comprehensive Plan amendment which is currently being reviewed by Bellevue and is expected that the City will consider in early 2008. Action by the City will provide clarification regarding the allowed use of the property.
- Determination of Property Area. Currently the applicant has a formal agreement with St Margarets. However St Andrews is also trying to secure another small adjacent parcel of land. Depending on the outcome of that negotiation, that could significantly impact the number of housing units and parking that can be provided. Parking needs may also trigger other parking arrangements by the Church and St Andrews. Because of the impact on the amount of housing that could be provided, resolution on the land area and parking should be addressed in a subsequent funding application.
- Development and operating budgets. Both development and operating budgets are preliminary and once there is more certainty on the unit count, can be better refined. This would also provide an opportunity to refine some other elements of the budgets including funding sources for supportive services and clarifying potential sources for potential Section 8 vouchers for the project.

**ARCH HOUSING TRUST FUND (HTF) RECOMMENDATION  
FALL 2007**

<b>Applicant</b>	<b>Housing Type</b>	<b># of units/ bdrms</b>	<b>Income served</b>	<b>Project Location</b>	<b>Duration of benefit</b>	<b>Total cost per unit</b>	<b>HTF cost per aff. unit</b>	<b>Funds Requested // Recommendation</b>
St Andrew's Housing Group	New Construction	133	57 at 30% 40 at 50% 35 at 60% 1 Mngr Unit	4428 Factoria Blvd, SE	50 Years	\$240,147	\$11,364	<u>Request</u> \$1,500,000 (Loan) //
St. Margarets Apartments				Bellevue				<u>Recommendation</u> \$ -0- Reapplication encouraged in Spring round
Friend's of Youth	Acquisition/ Rehab	6	6 at <30% 1 Mngr Unit	11005 NE 68 <sup>th</sup> St.	50 Years	\$296,946	\$44,667	<u>Request</u> \$ 268,000 (Secured Grant) //
New Ground Kirkland				Kirkland				<u>Recommendation</u> \$ 268,000 (Secured Grant)
Habitat for Humanity	New Construction	10	10 at <50%	Issaquah Highlands	75 Years	\$ 294,150	\$20,000	<u>Request</u> \$200,000 (Secured Grant) //
Issaquah Highlands Homes				Issaquah				<u>Recommendation</u> \$ 200,000 (Secued Grant)t
Housing at the Crossroads	Amendment application for	6	6 at <30%	8 <sup>th</sup> and 148 <sup>th</sup> in Bellevue	50 Years	\$327,201	Amendment \$16,666  Total \$41,667	<u>Request</u> \$50,000, plus portion of \$199,000 subsequent request to funders
Kensington Square	New Construction							<u>Recommendation</u> \$ 100,000 (Secured Grant)  (\$150,000 previous commitment)

Exhibit 3

FALL 2007 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES

SOURCE	PROJECT				
		FOY New Ground Kirkland	Habitat Issaquah Highlands	Housing at Crossroads Bellevue	St Andrews St Margarets
<b>Request</b>		\$ 268,000	\$ 200,000	\$ 50,000 plus	\$ 1,500,000
<b>CAB Recommendation</b>		\$ 268,000	\$ 200,000	\$ 100,000	Return in Spring
Sub-Regional CDBG					
Bellevue					
CDBG General Fund		\$ 40,000		\$ 50,000	
Issaquah			\$ 100,000		
Kirkland					
General Fund		\$ 40,000		\$ 25,000	
Mercer Is.					
General Fund		\$ 20,000			
Redmond					
General Fund		\$ 40,000		\$ 25,000	
Newcastle					
General Fund		\$ 19,400	\$ 40,000		
Kenmore					
General Fund		\$ 25,000			
Sammamish					
General Fund		\$ 40,000	\$ 60,000		
Woodinville					
General Fund		\$ 20,000			
Clyde Hill					
General Fund		\$ 15,000			
Medina					
General Fund		\$ 2,500			
Yarrow Point					
General Fund		\$ 3,600			
Hunts Point					
General Fund		\$ 2,500			
TOTAL		\$ 268,000	\$ 200,000	\$ 100,000	
		\$ -	\$ -	\$ -	
CDBG General Fund		\$ 268,000	\$ 200,000	\$ 100,000	

# ARCH HOUSING TRUST FUND, FALL 2007

Leveraging Funds - - Based on Executive Board's Recommendation

	FRIENDS OF YOUTH		HABITAT FOR HUMANITY		HOUSING AT THE CROSSROADS				TOTAL
	New Ground Kirkland		Issaquah Highlands Townhomes		Kensington Square amendments				
ARCH	\$268,000	13%	\$200,000	7%		Previous			\$718,000
Committed					Amendment	Commitment	TOTAL		
Local Public					\$100,000	\$150,000	\$250,000	13%	
King County									
HOF/Challenge									
HOME									
CDBG									
HOPWA									
KC TOTAL	\$599,488	29%	\$800,000	27%	\$79,500	\$451,112	\$530,612	27%	\$1,930,100
WA HAP	\$534,030	26%	\$350,000	12%	\$0	\$462,837	\$462,837	23%	\$1,346,867
Federal/HUD									
Section 811									
McKinney									
FEDERAL TOTAL									
Tax Credits	\$0	0%	\$150,000	5%				0%	\$150,000
Federal Home Bank									
Bonds									\$0
Bank Loans	\$0	0%	\$0	0%	\$136,000	\$174,000	\$310,000	16%	\$310,000
Private	\$677,105	33%	\$1,441,500	49%	\$36,362	\$262,387	\$298,749	15%	\$2,417,354
Other	\$0	0%	\$0	0%	Sound Families	\$120,000	\$120,000	6%	\$120,000
<b>TOTAL COST</b>	<b>\$2,078,623</b>	<b>100%</b>	<b>\$2,941,500</b>	<b>100%</b>	<b>\$351,862</b>	<b>\$1,620,336</b>	<b>\$1,972,198</b>	<b>100%</b>	<b>\$6,992,321</b>

**ECONOMIC SUMMARY: NEW GROUND KIRKLAND**

1. Applicant/Description: FOY/ Acquisition/Rehab for 6 units permanent rental housing for 6 homeless young adults (age 18-21) with supportive services (plus a resident manager).

2. Project Location: 11005 NE 68<sup>th</sup> Street, Kirkland, Wa.

3. Financing Information:

<b>Funding Source</b>	<b>Funding Amount</b>	<b>Commitment</b>
ARCH	\$ 268,000	Applied for Fall 2007
King County	\$ 599,488	Applied for Fall 2007
State	\$ 534,030	Apply for Spring 2008
Private	\$ 677,105	Proposed
<b>TOTAL</b>	<b>\$ 2,078,623</b>	

4. Development Budget:

<b>ITEM</b>	<b>TOTAL</b>	<b>PER UNIT</b>	<b>HTF</b>
Acquisition	\$ 1,104,000	\$184,000	
Construction (rehab)	\$ 433,340	\$ 72,223	\$ 257,751
Design	\$ 22,000	\$ 3,667	
Consultants	\$ 61,287	\$ 10,215	
Developer fee	\$ 10,000	\$ 1,667	\$ 10,000
Finance costs	\$ 12,448	\$ 2,074	
Reserves	\$ 315,000	\$ 52,500	
Taxes/insurance	\$ 11,400	\$ 1,900	
Other	\$ 109,148	\$ 18,191	\$ 249
<b>TOTAL</b>	<b>\$ 2,078,623</b>	<b>\$346,437</b>	<b>\$268,000</b>

5. Debt Service Coverage: The project is proposed to serve very low income (<30% of median income). Therefore, no debt service is proposed.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for at least 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the entire grant amount upon non-compliance with any of the conditions of loan approval.

Exhibit 3

**ECONOMIC SUMMARY:**

**HABITAT ISSAQUAH HIGHLANDS TOWNHOMES**

1. Applicant/Description:

HFHEKC/ 10 units of new construction ownership housing for low income families. Includes 1 accessible unit

2. Project Location:

Issaquah Highlands, Issaquah, Wa.

3. Financing Information:

<b>Funding Source</b>	<b>Funding Amount</b>	<b>Commitment</b>
ARCH	\$ 200,000	Applied for Fall 2007
King County	\$ 800,000	Applied for Fall 2007
State	\$ 350,000	Apply for Dec 2007
HUD (Shop Grant)	\$ 150,000	Applied for Fall 2007
Donations/private fundraising	\$ 1,441,500	Proposed (\$813,400 committed)
<b>TOTAL</b>	<b>\$ 2,941,500</b>	

4. Development Budget:

<b>ITEM</b>	<b>TOTAL</b>	<b>PER UNIT</b>	<b>HTF</b>
Acquisition	\$ 452,000	\$ 45,200	\$ 125,000
Construction	\$ 2,193,000	\$ 219,300	
Design	\$ 130,000	\$ 13,000	
Developer Fee	\$	\$	
Finance Fees (includes Tax Credits)	\$	\$	
Permits/Fees	\$ 75,000	\$ 7,500	\$ 75,000
Utilities during const.	\$ 38,000	\$ 3,800	
Property taxes	\$ 12,000	\$ 1,200	
Insurance	\$ 8,000	\$ 800	
Other	\$ 1,000	\$ 100	
<b>TOTAL</b>	<b>\$ 2,941,500</b>	<b>\$ 294,150</b>	<b>\$ 200,000</b>

5. Debt Service Coverage: The project is proposed to serve low income (<50% of median income). Therefore, no debt service is proposed.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for at least 75 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the entire grant amount upon non-compliance with any of the conditions of funding approval.

Exhibit 3

**ECONOMIC SUMMARY: KENSINGTON SQUARE AMENDMENT**

**1. Applicant/Description:** HAC/ New construction for 6 units permanent rental housing for very low income (<30% of median income) households, with supportive services.

**2. Project Location:** 14727 NE 8<sup>th</sup> Street, Bellevue, Wa.

**3. Financing Information:**

Funding Source	Funding Amount	Commitment
ARCH	\$ 250,000	\$ 50,000 Applied for Fall 2007, \$150,000 already committed. (Additional \$50,000
King County	\$ 530,612	\$ 79,500 Applied for Fall 2007 \$451,112 already committed
State	\$ 462,837	Already committed (maximum award)
Private	\$ 558,732	Master Builders Care Foundation
Private Loan	\$ 310,010	WCRA-committed
Sound Families	\$ 120,000	Committed
Grants	\$ 98,503	Committed
Unspecified	\$ 199,294	Sources unspecified (ARCH recommendation includes \$50,000 of this
<b>TOTAL</b>	<b>\$ 2,479,988</b>	

**4. Development Budget:**

ITEM	TOTAL	PER UNIT	HTF
Acquisition	\$ 340,598	\$ 56,766	\$ 61,707
Construction (*includes \$319,057 donated labor)	\$ 1,705,298	\$ 284,216	\$ 130,983
Design	\$ 49,387	\$ 8,231	\$ 6,064
Consultants	\$ 59,772	\$ 9,962	\$ 9,696
Developer fee	\$ 77,000	\$ 12,833	\$ 15,000
Finance costs	\$ 108,773	\$ 18,129	
Reserves	\$ 21,077	\$ 3,513	
Permits/fees/insurance	\$ 109,262	\$ 18,210	\$ 26,050
Other	\$ 8,821	\$ 1,470	\$ 500

**5. Debt Service Coverage:** The project is proposed to serve very low income (<30% of median income). Therefore, no debt service is proposed.

**6. Security for City Funds:**

- A recorded covenant to ensure affordability and use for targeted population for at least 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the entire grant amount upon non-compliance with any of the conditions of loan approval.

Exhibit 3

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF PROJECTS FUNDED (1993 - Fall 2006)**

Project	Location	Owner	# Units/Beds	Funding	% of Total Allocation	Distribution Target
<b>1. Family Housing</b>						
Andrews Heights Apartments	Bellevue	St. Andrews	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardens (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc.	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	St Andrews	14	\$163,333		
YWCA Family Apartments	K.C. (Bellevue Sphere)	YWCA	12	\$100,000		
Highland Gardens (Klahanie)	K.C. (Issaquah Sphere)	St. Andrews	54	\$291,281		
Crestline Apartments	K.C. (Kirkland Sphere)	Shelter Resources	22	\$195,000		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond	Habitat of EKC	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP	93	\$525,000		
Terrace Hills	Redmond	St. Andrews	18	\$442,000		
Village at Overlake Station	Redmond	KC Housing Authority	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,198,034		
Habitat - Bothell Site	Bothell	Habitat of EKC	8	\$170,000		
Habitat - Newcastle Site	Newcastle **	Habitat of EKC	12	\$240,837		
RoseCrest	Issaquah ***	St. Andrews	40	\$1,063,718		
Mine Hill	Issaquah	St. Andrews	28	\$450,000		
Clark Street	Issaquah	St Andrews	30	\$355,000		
Issaquah Highlands Property	Issaquah ***	SAHG/SRI	45	\$569,430		
Greenbrier Family Apts	Woodinville **	DASH	50	\$286,892		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Kenmore Court	Kenmore	LIHI	33	\$350,000		
ADU Loan Program	Various		6 est	\$70,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	60 est	\$415,000		
<b>SUB-TOTAL</b>			<b>1659</b>	<b>\$13,247,530</b>		<b>58.7% (56%)</b>
<b>2. Senior Housing</b>						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$1,280,000		
Vasa Creek	K.C. (Bellevue Sphere)	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	St. Andrews	24	\$610,000		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	St. Andrews	59	\$900,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources	50	\$131,192		
<b>SUB-TOTAL</b>			<b>417</b>	<b>\$4,631,192</b>		<b>20.5% (19%)</b>

Exhibit 3

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF PROJECTS FUNDED (1993 - Fall 2006)**

Project	Location	Owner	# Units/Beds	Funding	% of Total Allocation	Distribution Target
<b>3. Homeless/Transitional Housing</b>						
Hopelink Place	Bellevue **	Hopelink	20	\$500,000		
Chalet	Bellevue	St Andrews	4	\$46,667		
Kensington Square	Bellevue	Housing at Crossroads	6	\$150,000		
Dixie Price Transitional Housing	Redmond	Hopelink	4	\$71,750		
Avondale Park	Redmond	Springboard (EHA)	18	\$280,000		
Avondale Park Redevelopment	Redmond **	Springboard (EHA)	60	\$1,502,469		
Petter Court	Kirkland	KITH	4	\$100,000		
Talus Property	Issaquah ***	St. Andrews	10	\$265,930		
Issaquah Highlands Property	Issaquah ***	SAHG/SRI	5	\$70,000		
<b>SUB-TOTAL</b>			<b>113</b>	<b>\$2,986,815</b>		<b>13.2% (13%)</b>
<b>4. Special Needs Housing</b>						
My Friends Place	Uninc. KC	EDVP	6 Beds	\$65,000		
Stillwater	Redmond	Eastside Mental Health	19 Beds	\$187,787		
Foster Care Home	Kirkland	Friends of Youth	4 Beds	\$35,000		
DD Group Home 4	Redmond	Community Living	5 Beds	\$111,261		
DD Group Homes 5 & 6	Redmond/TBD	Community Living	10 Beds	\$250,000		
United Cerebral Palsy	Bellevue/Redmond	UCP	9 Beds	\$25,000		
DD Group Home	Bellevue	Residence East	5 Beds	\$40,000		
AIDS Housing	Bellvue/Kirkland	Aids Housing of WA.	10 Units	\$130,000		
Harrington House	Bellevue	AHA/CCS	8 Beds	\$290,209		
DD Group Home 3	Bellevue	Community Living	5 Beds	\$21,000		
Parkview DD Condos III	Bellevue	Parkview	4	\$200,000		
IERR DD Home	Issaquah	IERR	6 Beds	\$50,209		
Foster Care Home	Bothell	FOY	4 Beds	\$50,000		
Oxford House	Bothell	Oxford/Compass Ctr.	8 Beds	\$80,000		
Parkview DD Homes VI	Bellevue/Bothell	Parkview	6 Beds	\$150,000		
<b>SUB-TOTAL</b>			<b>109 Beds/Units</b>	<b>\$1,685,466</b>		<b>7.5% (12%)</b>
<b>TOTAL</b>			<b>2298</b>	<b>\$22,551,003</b>		<b>100.0%</b>

\* Funded through Bellevue Downtown Program

\*\* Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)

\*\*\* Amount of Fee Waiver still to be determined



## CITY COUNCIL AGENDA BILL

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**Subject:** Regional Affordable Housing Program (RAHP) Interlocal Cooperation Agreement (ICA)

**Meeting Date:** February 19, 2008

**Date Submitted:** February 14, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:** Authorize City Manager to sign the ICA

City Manager                       Police

Public Works                       Fire

Building/Planning                       Attorney

**Exhibits:**

1. RAHP Interlocal Cooperation Agreement
2. RAHP Administrative Guidelines

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**Budgeted Amount:** N/A

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**Summary Statement:**

State law authorizes King County to collect a document recording fee to provide funding for affordable housing. In 2002, local jurisdictions established an Interlocal Cooperation Agreement and Administrative Guidelines for these revenues. The amount of funds that is raised annually varies depending upon the amount of recording fees collected, which has averaged approximately \$3 million annually. The majority of these funds are reserved for capital expenses related to creating new affordable housing. A smaller portion is used to provide funding for operation and maintenance for housing serving homeless households. Pursuant to the Interlocal, approximately 30% of funds will be allocated to affordable housing located in North/East King County.

**Background:**

In 2006 King County staff convened participants from the housing community, and local jurisdictions including ARCH, to plan for updates to the Agreement and administrative guidelines. The planning group updated the administrative guidelines to make the program more responsive to the *Ten-Year Plan to End Homelessness in King County*, while preserving the flexibility of the program to address a variety of affordable housing needs throughout the region.

**Recommended Motion:**

Authorize City Manager to sign the ICA

**REGIONAL AFFORDABLE HOUSING PROGRAM  
INTERLOCAL COOPERATION AGREEMENT**

**An Agreement for the use of SHB 2060 Local Low Income  
Housing Funds in King County**

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the “county”, and the City of \_\_\_\_\_, hereinafter referred to as the “city”, said parties to the Agreement each being a unit of general local government of the State of Washington.

**RECITALS**

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the “CPPs”, developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the “HFTF”, to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS in March 2002, Substitute House Bill 2060, hereinafter referred to as SHB 2060, was passed by the Washington State Legislature and was signed into law by the Governor as Chapter 294, 2002 Washington Laws in April 2002, was effective on June 13, 2002, and was amended by Chapter 484, 2005 Washington Laws on August 1, 2005. SHB 2060, as amended, is codified in part as RCW 36.22.178 and provides that:

[A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer .... All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated

Exhibit 1

pursuant to very low income housing projects or units within such housing projects in the county and cities within the county, according to an interlocal agreement between the county and the cities within the county, consistent with countywide and local housing needs and policies ... [and in accordance with the eligible activities listed in the RCW 36.22.178].

and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between King County and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the “CDBG Consortium Agreements”, and/or existing Interlocal Cooperation Agreements between King County and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the “HOME Consortium Agreements”, are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**I. Definitions and Interpretation.**

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

**“Joint Recommendations Committee” or “JRC”** means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

**“Interjurisdictional Advisory Committee” or “Advisory Committee”** means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

**“RAHP/2060 Planning Group”** means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

## **II. General Agreement**

The purpose of this Agreement is to establish the “Regional Affordable Housing Program” (hereinafter referred to as the “RAHP”), to be administered by King County in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

## **III. Administration, Distribution and Use of the RAHP.**

### **A. Joint Recommendations Committee**

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities’ representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that

concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.

2. Powers and Duties of the JRC. The JRC shall be empowered to:
  - a. Review and adopt annual RAHP fund allocations.
  - b. Review and adopt RAHP allocation policies.
  - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as appropriate, and when they expire in 2010 (the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1).  
  
A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue.

In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the

RAHP that choose to send representation. The Advisory Committee will meet at least once per year with King County staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

- B. Administration of RAHP Programs. The King County Housing and Community Development Program (“HCD”) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

King County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

King County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (“O&M”) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

- C. Administrative Costs. The county agrees to pay the costs of administering the Regional Affordable Housing Program out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.
- D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.
- E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout King County in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall be updated by the JRC when new data is available.

F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.

G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

**IV. Effective Date**

This Agreement shall be effective on January 1, 2007.

**V. Agreement Duration**

This Agreement shall remain in effect through December 31, 2011.

**VI. General Matters and Recording**

A. No separate legal or administrative entity is created by this Agreement. Neither the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group are anticipated to acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.

Exhibit 1

- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in King County representing seventy-five percent (75%) of the population of King County have not signed this Agreement by February 1, 2008.
  
- C. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF \_\_\_\_\_

\_\_\_\_\_  
For King County Executive

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

Jackie MacLean, Director  
Printed Name

\_\_\_\_\_  
Printed Name

Department of Community and Human Services

\_\_\_\_\_  
Title

Date

\_\_\_\_\_  
Date

Approved as to Form:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY

Approved as to Form:  
CITY OF \_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Michael Sinsky, King County Senior Deputy  
Prosecuting Attorney

\_\_\_\_\_  
City Attorney

ATTEST:  
CITY OF \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Exhibit 1

## **EXHIBIT 1**

### **King County Regional Affordable Housing Program**

#### **Administrative Guidelines for 2007 - 2011**

##### **I. Introduction**

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group<sup>1</sup> is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

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<sup>1</sup> City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: Seattle-King County Housing Development Consortium, Impact Capital, South King County Multi-Service Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans. Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

**II. Duration of the Guidelines**

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until December 31, 2010.

**III. Review and Update of the Guidelines**

Beginning in 2010, the Guidelines will be updated through the interjurisdictional Joint Recommendations Committee (JRC) pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter “RAHP Agreement.” The RAHP/2060 Planning Group will convene in the first half of 2010 to review the program and the RAHP Guidelines and to recommend any proposed changes to the JRC for adoption prior to the expiration date.

**IV. Decision-Making Structure and Regional Allocation Method**

A. Approving Body – Joint Recommendations Committee.

The interjurisdictional JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.
- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by December 31, 2010, the date that these guidelines expire.

1. Subregional Areas:
  - a. City of Seattle Subregion
  - b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County<sup>2</sup>
  - c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

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<sup>2</sup> Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by December 31, 2010.

The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County<sup>3</sup>. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

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<sup>3</sup> The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by December 31, 2010.

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cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

**V. Use of the RAHP Funds in King County**

**A. RAHP Priorities**

1. Top Priority:
  - Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent<sup>4</sup>.
2. Second Priority:
  - Operations & Maintenance (“O&M”) fund program for existing homeless housing<sup>5</sup>. This program provides O&M funding for existing<sup>6</sup> transitional housing and transition in place<sup>7</sup> units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.
3. Third Priority:
  - O& M funds for existing emergency shelters and licensed overnight youth shelters.
4. Last priority:

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<sup>4</sup> The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

<sup>5</sup> The O&M fund for the 2007-2010 guidelines is set at approximately 22 percent of \$3,222,000 (the average of the RAHP collections in 2004 and 2005), which is \$700,000 per year for the four year period of the guidelines.

<sup>6</sup> Existing housing is defined as housing that exists as of the date of an application for RAHP funds.

<sup>7</sup> Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter<sup>8</sup>
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units
- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households<sup>9</sup>, including youth.
- Households at risk of homelessness.<sup>10</sup>

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<sup>8</sup> RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

<sup>9</sup> Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

<sup>10</sup> Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority.

This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects “eligible for the Washington State Housing Trust Fund.” For-profit entities are not eligible for the Washington State Housing Trust Fund.

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.

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that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless<sup>11</sup>, or at risk of homelessness<sup>12</sup>. Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service<sup>13</sup>. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

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<sup>11</sup> See Note 6.

<sup>12</sup> See Note 7.

<sup>13</sup> Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

**VI. RAHP Administration**

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.

- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.



## CITY COUNCIL AGENDA BILL

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**Subject:**  
2008 - 2009 Storm Sewer System Cleaning Contract

**Meeting Date:** February 19, 2008

**Date Submitted:** February 13, 2008

**Originating Department:** Public Works

**Clearances:**

**Action Required:**  
Authorize the City Manager to execute a two year contract agreement with Action Services Corporation for storm sewer system cleaning services.

City Manager                       Police  
 Public Works                       Fire  
 Building/Planning               Attorney

**Exhibits:**

1. Small Works Roster Public Works Contract
- 2.
- 3.

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**Budgeted Amount:** \$142,500.00 for Storm Sewer System Cleaning Services in the adopted, adjusted 2008 budget.

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**Summary Statement:**

This contract for storm sewer system cleaning services will augment and compliment the work of our in-house Public Works Operations staff. Storm sewer system cleaning services have been identified in the City's adopted 2008 budget to be performed as a contracted service.

**Background:** Over the past few years, the City has established a regular maintenance program, including annual cleaning, for the City's storm sewer system. This program has been established to comply with the Sammamish Storm Water Comprehensive Plan, standard industry maintenance practice, the City's Phase 2 NPDES permit requirements, Endangered Species Act (ESA) regulations, to help reduce possible flooding events and to ensure that the city's storm sewer system functions as efficiently as possible. Prior to establishment of this program, King County cleaned the system for the city on an "as needed basis" when operational problems occurred.

Standard industry practice is to establish a baseline for maintenance cleaning of the system by determining which areas of the system require more frequent cleaning than others. Once this baseline is established a very specific maintenance program can be instituted which will give each specific portion of the system the level of cleaning service it requires to operate at peak efficiency. This level of service will help reduce pollution and sediment in the streams and lakes into which the system flows, as well as help reduce the possibility of flooding due to a poorly maintained system.

As part of the contract scope of work, the contractor will provide the City with a map showing the location and flow direction of each of the catch basins and pipes cleaned. This information will be used to help city staff develop a more specific future maintenance program and schedule for the system. Additionally the comprehensive cleaning services will assist the City in development of a list of deficiencies in the operation of the system which will allow a repair plan to be put together to help us avoid emergency flooding and potential claims.

This contract is a new contract with the vendor Action Services Corporation (ASC) of Bremerton, Washington. ASC was the low bidder to provide these services for the City. Bids for this service were solicited through the e-gov alliance's small works roster program. A total of two bids were received: (1) ASC at \$104,800.00 and (2) Davidson-Macri at \$133,428.64. These bid prices are for storm sewer system cleaning services during the year 2008. This contract is a two year base contract (2008 & 2009) with the possibility of a one year renewal for 2010, at the City's option, at a simple Seattle CPI-U increase in the contracts' unit bid prices. This CPI-U increase will also apply to 2009 work performed under the contract.

### **Financial Impact:**

In 2008, \$142,500.00 is budgeted for storm sewer system cleaning in the professional services line item of the Surface Water Management Maintenance Program. With execution of this contract, the cost of storm sewer system cleaning services in 2008 will be \$104,800.00 with a CPI-U increase in this cost for the services in 2009.

### **Recommended Motion:**

Move to authorize the City Manager to execute the contract with Action Services Corporation for Storm Sewer System Cleaning Services for the period 2008 – 2009 with an annual renewal at the city's option for 2010 in an amount not to exceed \$104,800.00 in 2008 with the unit contract prices rising by the Seattle CPI-U in subsequent contract years.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Action Services Corporation  
Project: Storm Sewer System Cleaning  
Commencing: February 19, 2008  
Terminating: December 31, 2009  
Amount: \$104,800

**THIS AGREEMENT**, is made and entered , by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Action Services Corporation (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for (description of service) and

**WHEREAS**, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** (*Scope of work here, please be specific*)The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

**2. Contract Documents.** The contract between the parties includes this contract, along with the attached plans and specifications, project quote, Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

**3. City Responsibility/Payment.** The City hereby promises and agrees to retain the Contractor to provide the materials to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications, and the terms and conditions contained in

this contract. The City agrees to pay the Contractor for the actual work completed according to the scope of work for a sum not to exceed \$104,800.

**4. Time of Performance/Liquidated Damages.** Work shall start within 10 working days of execution of this contract and shall be completed by within 150 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

**5. Warranties/Guaranty.**

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

**6. Change Orders.** Changes in the scope of work to be performed, in the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the Department of Public Works on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

**7. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

7.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

7.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

7.3 Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional

insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **8. Performance Bond/Statutory Retain age/Prevailing Wages.**

**8.1 Performance Bond.** Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materials and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

~~**8.2 Retained Percentage.** Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.~~

**8.3 Prevailing Wages.** Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

**9. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**10. Applicable Law; Venue.** This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

**11. Termination.** This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

**12. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

**14. Waiver.** Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

**15. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the nonprevailing party shall pay to the prevailing party reasonable attorney's fees and expert witness fees, costs and disbursements incurred by such party.

**16. Entire Contract/Binding Effect.** This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

**17. Modification.** No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

**18. Severability.** If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**19. Notices.** Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

**TO CONTRACTOR:**

Department of Public Works Charles Simpson, Project Manager	Contractor Name: Action Services Corporation
City of Sammamish	Contact Name: Tony D. Sandefur
486 228 <sup>th</sup> Avenue NE	Contractor Address: P.O. Box 4339
Sammamish, WA 98074	City, State, Zip: Bremerton, WA 98312
Phone: (425) 898-0660	Telephone: 360-373-6265

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

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

By: <sup>(713)</sup> Tony D. Sandefur 

Title: City Manager

Title: President

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

Date: 02/11/2008

EXHIBIT A  
City of Sammamish

SCOPE OF SERVICES

**SCOPE OF WORK:**

This will be a cost per unit bid. There are approximately 4200 Type 1 & Type 2 catch basins in the identified section of the City to be cleaned. The actual number of catch basins will vary.

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will follow a systematic route, cleaning all Type 1 and Type 2 catch basins within the identified area. There are approximately 4200 type 1 and 2 catch basins within the areas show on Project Map. Zone 1 and 4 will be cleaned in the 1<sup>st</sup> year. Zones 2 and 3 will be cleaned in the 2<sup>nd</sup> year. East Lake Sammamish Parkway catch basins will be cleaned every year. The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The city reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
2. Contractor will log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been cleaned and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor will prepare a map in electronic format identifying the location of each catch basin. Log will be submitted monthly with request for payment.
3. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each catch basin location, the contractor will clean all catch basin grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No decant will be pumped or drained into the sanitary sewer system.

## **GENERAL AND SPECIAL CONDITIONS**

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the standard Small Works Roster contract and the General and Special Conditions, the General and Special Conditions shall control.

### SC-01 **Permits and Licenses**

~~Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.~~

### SC-02 **Project Safety**

Contractor agrees that in performing the work contained within the Contract, it will meet all regulations in safety as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications, which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

### SC-03 **Hazardous Chemical Inventory**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to Glenn Akramoff, Maintenance Manager, no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.



# REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

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

Specific Program or Budget Code \_\_\_\_\_

Contract Period _____	Verified By _____	Date _____
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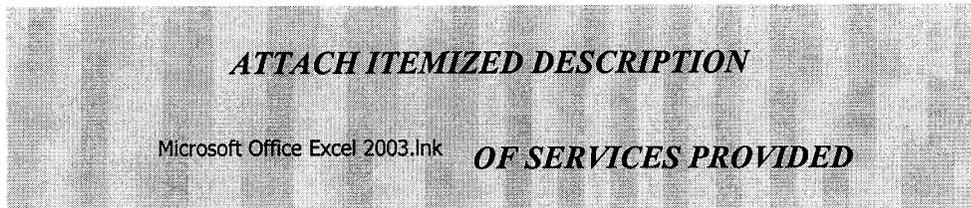
Reporting Period _____	_____	_____
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Total Contact Amount \$ _____	_____	_____
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Previous Payments \$ _____	_____	_____
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Current Payment Request \$ _____	_____	_____
----------------------------------	-------	-------

<b>REMAINING BALANCE \$</b> _____	_____	_____
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Requesting Department \_\_\_\_\_ Date \_\_\_\_\_

Approved for Payment \_\_\_\_\_  
*Department Director*

EXHIBIT D  
City Of Sammamish  
FEE COMPENSATION

Having carefully examined the Contract Documents titled, 2005 Storm Sewer Cleaning, as well as the site of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

<b>Type 1 &amp; 2 Catch Basins: 4000 catch basins, (\$19.00 each) incl. disposal and tax -</b>	<b>\$ 79,800</b>
<b>The City may require services such as but not limited to items A – G in schedule B</b>	<b>\$ 25,000</b>

**Total: \$104,800**

CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 837-4633  
FAX: (425) 837-1358

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  
 Individual/Proprietor               Other (explain)                       Consultant

TIN No.: 91-1571254

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

Print Name: Tony D. Sandefur

Title: President

Business Name: Action Services Corporation

Business Address: P.O Box 4339

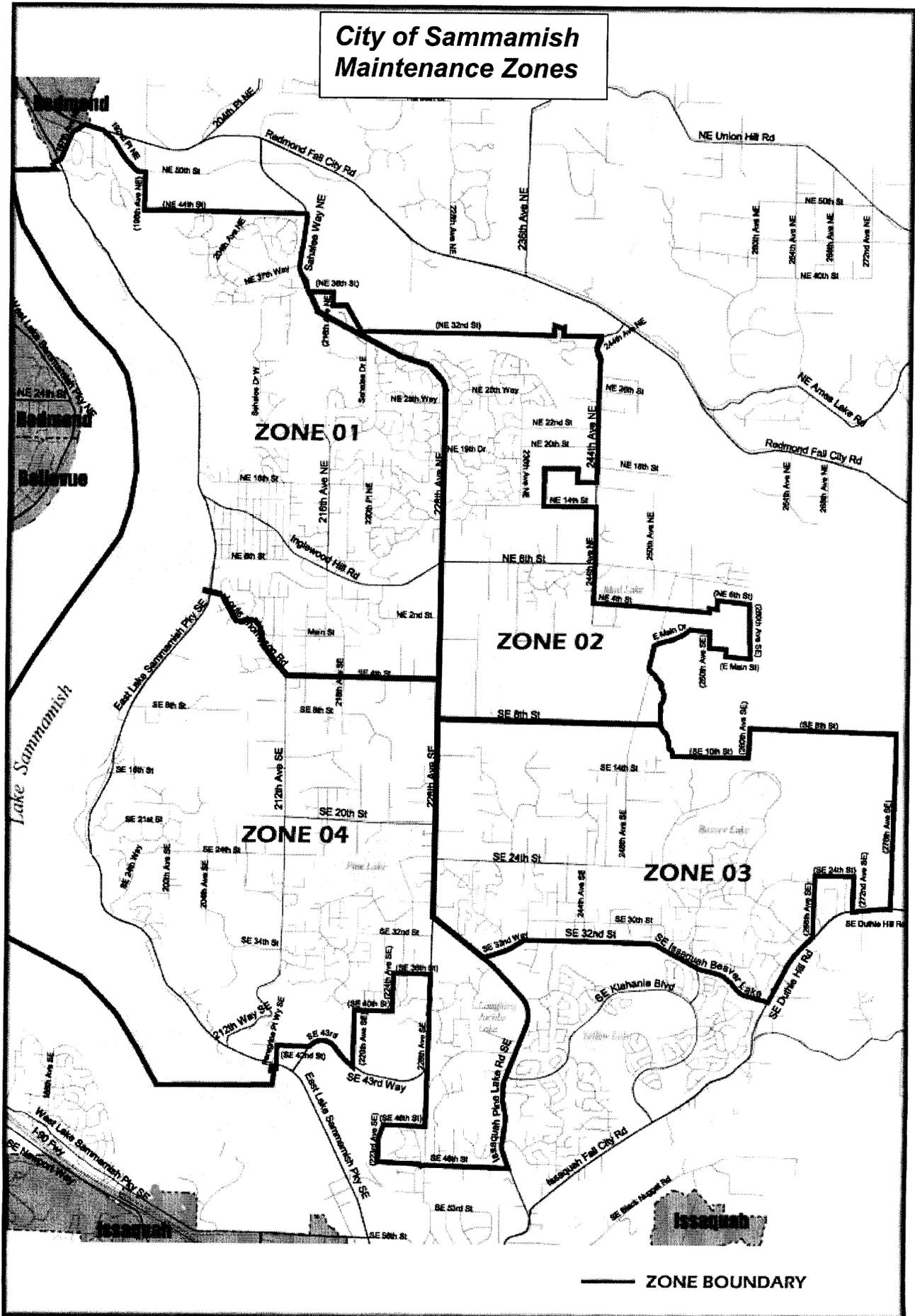
Business Phone: 360-373-4265 or 1-800-697-1000

2.11.08  
Date

  
Authorized Signature (Required)

# **King County Prevailing Wages**

# **PROJECT MAP**





## CITY COUNCIL AGENDA BILL

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**Subject:**  
2008 - 2009 Street and Park Sweeping Services  
Contract

**Meeting Date:** February 19, 2008

**Date Submitted:** February 13, 2008

**Originating Department:** Public Works

**Clearances:**

**Action Required:**  
Authorize the City Manager to execute a two year  
contract agreement with Action Services  
Corporation for street and park sweeping  
services.

**City Manager**                       **Police**  
 **Public Works**                       **Fire**  
 **Building/Planning**                       **Attorney**

**Exhibits:**  
1. Small Works Roster Public Works Contract

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**Budgeted Amount:** \$105,000.00 for Street and Park Sweeping Services in the adopted, adjusted 2008 budget.

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### **Summary Statement:**

This contract for street and park sweeping services will augment and compliment the work of our in-house Public Works Operations staff. Street and park sweeping services have been identified in the City's adopted 2008 budget to be performed as a contracted service.

**Background:** Regularly scheduled sweeping of City streets and parks is required for various reasons including protecting the storm drainage system by limiting debris and pollutants from entering the system (this is a requirement of both the NPDES Phase 2 permit and the Endangered Species Act 4D rule), preventing liability related to debris hazards, improve public safety through the cleaning of bike paths and walking paths adjacent to the roadway and providing a "cleaner" community for our citizens.

The sweeping of streets and the parks will provide for a clean, well maintained look to the City. In addition, the City receives numerous Citizen Action Requests for sweeping

services and this contract will enable us to both respond to those requests as well as reduce the number of requests through an on-going routine sweeping service. Information on the City's web-site is used to inform citizens of when they can expect sweeping to occur on their neighborhood streets and in the various city parks.

This contract is a new contract with the vendor Action Services Corporation (ASC) of Bremerton, Washington. ASC was the low bidder to provide these services for the City. Bids for this service were solicited through the e-gov alliance's small works roster process. A total of two bids were received: (1) ASC at \$95,880.00 and (2) Davidson-Macri at \$112,398.00. These bid prices are for sweeping services during the year 2008. This contract is a two year base contract (2008 & 2009) with the possibility of two annual renewals at the City's option at a simple Seattle CPI-U increase in the contracts' unit bid price. This CPI-U increase will also apply to the 2009 work performed under the contract.

**Financial Impact:**

In 2008, \$105,000.00 is budgeted for street and park sweeping services in the professional services line items in the Street Maintenance Program and the Park Resource Management Program. With execution of this contract, the cost of street and park sweeping services in 2008 will be \$95,880.00 with a CPI-U increase in this cost for the services in 2009.

**Recommended Motion:**

Move to authorize the City Manager to execute the contract with Action Services Corporation for Street and Park Sweeping Services for the period 2008 – 2009 with annual renewals at the city's option for 2010 and 2011 in an amount not to exceed \$95,880.00 in 2008 with the unit contract prices rising by the Seattle CPI-U in subsequent contract years.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Action Services Corporation.  
Project: Street and Park Facility Sweeping  
Commencing: February 19, 2008  
Terminating: December 31, 2009  
Amount: \$ 95,880

**THIS AGREEMENT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Action Services Corporation. (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for Street and Park Facility Sweeping services and

**WHEREAS**, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

**2. Contract Documents.** The contract between the parties includes this contract, along with the project quote, Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

**3. Responsibility/Payment.** The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$98,880.00

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

**4. Time of Performance/Liquidated Damages.** The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time of the sweeping services shall be per the schedule included in the Scope of Work Exhibit "A". If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

**5. Warranties/Guaranty.**

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

**6. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the Department of Public Works on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

**7. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

7.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

7.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury,

**TO CITY:**

Department of Public Works  
Charles E. Simpson, Project Manager

City of Sammamish

801 228<sup>th</sup> Avenue SE

Sammamish, WA 98075

Phone: 425-837-4633

**TO CONTRACTOR:**

Tony D. Sandefur

Action Services Corporation.

12020 SE 32<sup>nd</sup> Street

Bremerton, WA 98312-0339

Phone: 360-373-4265

CITY OF SAMMAMISH, WASHINGTON

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

Title: City Manager

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

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

CONTRACTOR, WASHINGTON

By: Tony D. Sandefur

Title: President

Date: February 8, 2008

Approved as to Form:

\_\_\_\_\_  
City Attorney

bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **8. Performance Bond/Statutory Retainage/Prevailing Wages.**

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

~~8.2 Retained Percentage. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.~~

8.3 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

**9. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**10. Applicable Law; Venue.** This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

**11. Termination.** This Contact shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon

notification of intent to terminate this contract in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

**12. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

**14. Waiver.** Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

**15. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**16. Entire Contract/Binding Effect.** This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

**17. Modification.** No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

**18. Severability.** If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**19. Notices.** Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

Provide street sweeping\*\* for the City of Sammamish for the year of 2008 in all of the following areas at the minimum sweeping frequencies indicated:

1. Sweeping of all arterial streets (listed below) on the following schedule:
  - January – April                      Every other week
  - May - September                      1 time per month
  - October - December                      Weekly
  - Prior to community events throughout the year (approx. 1 time per month)
  
2. Sweeping of all city parks parking lots (listed below) on the following schedule:
  - January – September & December                      Weekly
  - October and November                      2 times per week
  - Prior to community events throughout the year (approximately 3 times per year per park).
  
3. Sweeping all of neighborhood curb streets on the following schedule:
  - January – April and September – December                      2 per times per period
  - In response to specific requests.
  
4. City Hall Complex
  - Outside parking lot: vacuum sweep one time in each of the months of February, May, and November. (Due to the nature of the porous asphalt surface vacuum sweeping is mandatory)
  - Outside parking lot: Prior to community events throughout the year (approximately 4 times per year).
  - Underground garage parking lot: “Tennant” (Or equal) water vacuum sweep one time in each of the months of February, May and November
  - In response to specific requests.
  
5. Emergency response
  - Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup
  - Callout response which includes accident and or spill cleanup (must be able to respond and be on site in Sammamish within 1 hour of notification).

\*\*The contractor is responsible for the proper, appropriate and legal disposal of all sweepings. No storage of sweepings on City property is possible.

**Arterial Street Sweeping List**

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
228 <sup>th</sup> Ave	43 <sup>rd</sup> Way	4519 Sahalee Way
E Lk Sammamish Pkwy	43 <sup>rd</sup> Way	187 <sup>th</sup> Ave NE

Issaquah Pine Lake Rd	SE 48 <sup>th</sup>	228 <sup>th</sup> Ave SE
Issaquah Pine Lake Rd.	228 <sup>th</sup> Ave SE	224 <sup>th</sup> Ave SE
Inglewood Hill Rd	E Lk Sammamish Pkwy	228 <sup>th</sup> Ave NE
Duthie Hill Rd	Issaquah-Beaver Lake Rd	267 <sup>th</sup> Ave SE
Duthie Hill Rd	272 <sup>nd</sup> Ave SE	Trossachs Rd
212 <sup>th</sup> Ave SE	Thompson Hill Rd	E Lk Sammamish Pkwy
Thompson Hill Rd	212 <sup>th</sup> Ave	E Lk Sammamish Pkwy
SE 24 <sup>th</sup>	212 <sup>th</sup> Ave	E Lk Sammamish Pkwy
NE 8 <sup>th</sup> St	228 <sup>th</sup> Ave	244 <sup>th</sup> Ave NE
244 <sup>th</sup> Ave NE	NE 8 <sup>th</sup> St	NE 31 <sup>st</sup> St.
SE 24 <sup>th</sup> St	228 <sup>th</sup> Ave	West Beaver Lake Dr
E/W Beaver Lake Dr	SE 24 <sup>th</sup> St	SE 32 <sup>nd</sup> St
SE 32 <sup>nd</sup> Way	Issaquah-Pine Lake Rd	SE Duthie Hill Rd
SE 32 <sup>nd</sup> /29 <sup>th</sup> St	212 <sup>th</sup> Ave	228 <sup>th</sup> Ave SE
SE 20 <sup>th</sup> St	212 <sup>th</sup> Ave	228 <sup>th</sup> Ave SE
SE 8 <sup>th</sup> / 218 <sup>th</sup> Ave SE / SE 4 <sup>th</sup> St	212 <sup>th</sup> Ave	228 <sup>th</sup> Ave SE
SE 8 <sup>th</sup> St	228 <sup>th</sup> Ave	244 <sup>th</sup> Ave
244 <sup>th</sup> Ave SE	SE 32 <sup>nd</sup>	SE 24 <sup>th</sup> ST
244 <sup>th</sup> Ave SE	SE 8 <sup>th</sup> ST	NE 3 <sup>rd</sup> St
216 <sup>th</sup> Ave NE	Inglewood Hill Rd	NE 20 <sup>th</sup> St

### **City of Sammamish Parks Parking lots**

1. Beaver Lake Park
  - a. Ball field parking lot and access roadway off of 244<sup>th</sup> Ave SE
  - b. Lodge parking lot and turn around area and Maintenance shop area at 25005 SE 24<sup>th</sup> St
2. Ebright Creek Park
  - a. 1317 212 Ave. SE – Parking lots and access roads
3. Pine Lake Park
  - a. 2405 228<sup>th</sup> Ave SE – Parking lots and roadways
4. Northeast Sammamish Park – West side of Road
  - a. 36<sup>th</sup> St NE & Sahalee Way – parking area
5. Overlook Park – East side of Road
  - a. 36<sup>th</sup> St NE & Sahalee Way – parking area and access roads
6. East Sammamish Park
  - a. 21300 NE 16<sup>th</sup> Way – parking area & access roads

**City Hall**

- 801 – 228<sup>th</sup> Avenue SE

**Neighborhood Street**

Sweeping all of neighborhood curb streets and response to specific requests.

### **GENERAL AND SPECIAL CONDITIONS**

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the contract documents and the General and Special Conditions, the more stringent requirements shall apply.

All work shall be in strict accordance with the current Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and applicable technical sections, as amended herein or as noted on the drawings.

#### SC-01      **Permits and Licenses**

~~Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.~~

#### SC-02      **Project Safety**

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications, which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

#### SC-03      **Hazardous Chemical Inventory**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to Glenn Akramoff, Maintenance Manager, no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a

current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

SC-04            **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on Arterial streets and streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 837-4633, and Metro/King County Bus operations, of each day's lane closures and approximate times.

## **Technical Requirements:**

### **1. Definitions**

The following terms and definitions used in the agreement are described as follows:

- (a) "Additional Services" means additional street sweeping services to be provided by the Contractor in response to accidents, spills and emergencies, 365 days/year, 24 hours/day within 60 minutes of notification, on a call out basis, or as required by the Maintenance Manager or his designee.
- (b) "City" means the City of Sammamish, a Washington municipal corporation.
- (c) "Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement and undertaking to perform the work herein specified.
- (d) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, including, without limitations, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots or wars.
- (e) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.
- (f) "Public right-of-way" means the land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.

- (g) "Services" means all work performed by the Contractor.
- (h) "Street" means any street, road, boulevard, drive, alley, lane, way, place or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes and those paved areas between curbs, that exist where alleys intersect streets.
- (i) "Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services and carrying out of all duties and obligations imposed by the Agreement.

## 2. Services

- 2.1. Scope of Services** Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary street sweeping, collection and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the Maintenance Manager or his designee. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this contract without additional debris on streets caused by excessive rainfall or caused by street sanding during or after snowfall shall not give rise to a claim for additional compensation or allow substantial variance from the weekly schedule.
- 2.2. Response Times.** For all general maintenance sweeping services, Contractor agrees to respond to and perform such services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an accident, spill or emergency, as determined by the City, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, within 60 minutes of receiving telephone notice from the City to proceed.
- 2.3. Record/Logs.** Within seven (7) calendar days of the Notice to Proceed, the Contractor shall submit for the City's approval, a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. Contractor shall designate which holidays it will observe and indicate all schedule modifications if the holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule as submitted, the Contractor shall give not less than seven (7) calendar days written notice of any changes to the Maintenance Manager. The Contractor shall maintain accurate records of the Services performed and of the sites utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, and the name of the streets where the Services were performed. The Contractor shall provide the City, at least once a month, a written report giving the information required in the proceeding sentence, and shall provide a facsimile report at least once a week to the Maintenance Manager at FAX # (425) 837-1358. The forms in this Appendix are provided for the Contractor's convenience only. It is the Contractor's responsibility to provide the City with all required information stated in this section.

- 2.4 Incidental Costs.** The Contractor shall be responsible for obtaining and paying for any water used in connection with the Services, and all other incidental costs.
- 2.5 Employees.** All Contractor's employees and agents who participate in the performance of the Services shall be competent and skilled in the performance of such work and Contractor agrees to provide an adequate number of such employees in order to provide the Services. Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible and to be neat in appearance.
- 2.6 Equipment.** The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air), and will have a minimum six (6) yard holding capacity. All equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, equipped with the proper warning lights in accordance with RCW Chapter 46.37 as it applies to slow moving and/or maintenance vehicles, and shall not be more than five (5) years old. The acceptability of Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Maintenance Manager. Double-gutter brooms will be required on all sweepers where necessary to properly clean any public right-of-way. All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.
- 2.7 Cleaning Standard.** All streets and intersections shall be swept clean and no piles of debris shall be left anywhere within any streets or public rights-of-way. Water shall be used as required by the City to control dust. Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Maintenance Manager. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean the same within the same day that notice is given by the Maintenance Manager, the Maintenance Manager may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.
- 2.8 Office.** The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Maintenance Manager, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone-recording machine shall be in operation to receive messages.
- 2.9 Contact Person.** Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Agreement and communication of information necessary for the performance of the

Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours/day. The Contractor shall provide the City daily communication by phone when in town sweeping. The City shall have direct communication to the sweeper by cellular phone.

- 2.10 Utilities.** The Contractor shall be obligated to protect all public and private utilities from damage while performing the Services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from Contractor's activities.

**3. Hazardous Substances.**

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the debris or material and perform the Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Washington State Department of Ecology and the United States Environmental Protection Agency. Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state or federal government authority that are necessary to perform the Services, and provide copies of such to the City. Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. Contractor shall require that all operators of its street sweeping equipment maintain current, valid Washington State Driver's Licenses.

**4. Disposal.**

The Contractor shall deliver, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Washington State Department of Ecology and any other federal, state or local agency or department with jurisdiction. The Contractor shall at all times advise the City of the disposal site or disposal sites used by the Contractor, and provide copies of all disposal tickets to the City. Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Washington State Department of Ecology for that specific purpose.

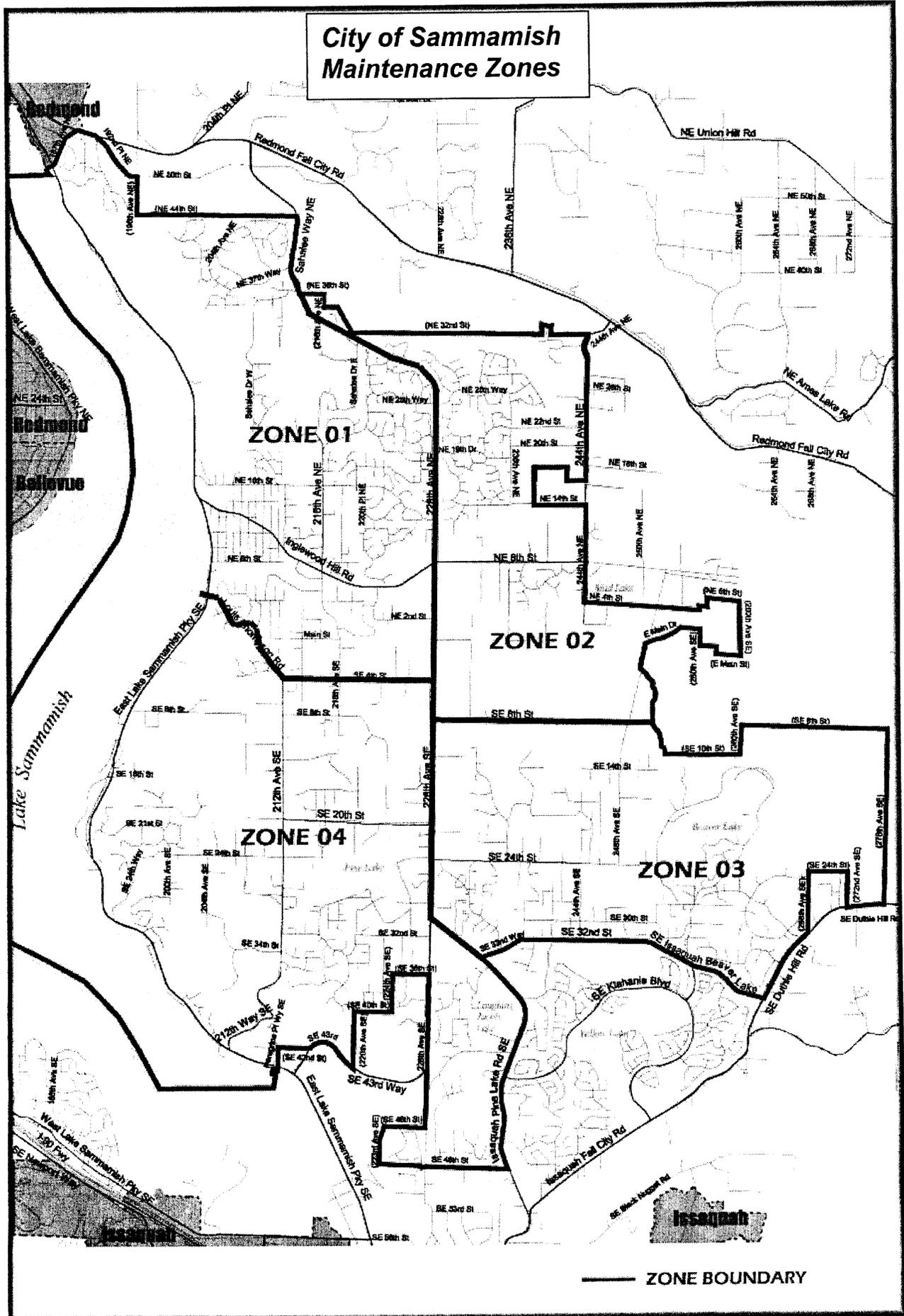


EXHIBIT B  
City of Sammamish  
REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

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

Specific Program or Budget Code \_\_\_\_\_

Contract Period _____	Verified By _____	Date _____
-----------------------	-------------------	------------

Reporting Period _____	_____	_____
------------------------	-------	-------

Total Contact Amount \$ _____	_____	_____
-------------------------------	-------	-------

Previous Payments \$ _____	_____	_____
----------------------------	-------	-------

Current Payment Request \$ _____	_____	_____
----------------------------------	-------	-------

<b>REMAINING BALANCE \$</b> _____	_____	_____
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**ATTACH ITEMIZED DESCRIPTION  
OF SERVICES PROVIDED**

Requesting Department \_\_\_\_\_ Date \_\_\_\_\_

Approved for Payment \_\_\_\_\_  
*Department Director*

EXHIBIT C  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 837-4633  
FAX: (425) 837-1358

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-1571254

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

Print Name: Tony D. Sandefur

Title: President

Business Name: Action Services Corporation

Business Address: P.O Box 4339

Business Phone: 360-373-4265 or 1-800-697-1000

2.11.08  
Date

  
Authorized Signature (Required)

EXHIBIT D  
City Of Sammamish  
FEE COMPENSATION

Having carefully examined the Contract Documents titled, 2007 Street Sweeping, as well as the site of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

**Arterial Streets:** 24 sweeps/1800 curb miles, including disposal costs - \$36,000 (includes tax)

**Parks:** 56 total sweeps, including disposal - \$17,000 (includes tax)

**Neighborhood Streets:** 2 times/year – total 505 curb miles including disposal and tax - \$12,625

City Hall Complex

3 sweeps upper parking lot \$ 75.00

3 sweeps underground covered parking lot \$ 60.00

Prior to community events throughout the year \$120.00

(Approximately 4 times per year)

**Additional Services:** - \$30,000

Emergency response: 24hours/7days per week/365 days per year - \$68.00/hour

Prior to community/special events or as requested:

arterials – \$65.00/hour

parks - \$65.00/hour

residential - \$65.00/hour

**Total: \$98,880**

**COUNCIL**  **MINUTES**

**Regular Meeting  
February 5, 2008**

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

**Councilmembers present:** Mayor Mark Cross, Deputy Mayor Lee Fellingge, Councilmembers Jack Barry, Don Gerend, Kathleen Huckabay, and Michele Petitti (arrived at 6:55 pm).

Councilmembers absent: Councilmember Nancy Whitten.

**MOTION:** Deputy Mayor Gerend moved to excuse Councilmember Whitten. Councilmember Cross seconded. Motion carried unanimously 5-0.

**Staff present:** Assistant City Manager/Finance Director Lyman Howard, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge**

Roll was called. A member of the audience led the pledge.

**Public Comment**

Gene Cash, 22264 NE 7<sup>th</sup> Street, he had many concerns over recent development in the area. He does not believe that a development going in by his house is following the city code.

**Approval of Agenda**

**MOTION:** Councilmember Gerend moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 5-0.

**Student Liaison Report**

**Skyline Student Liaisons** (*Kim Lammers*)

The debate club is working to increase the number of students eligible to vote in this year's presidential election. Lattes with Lisa (Skyline Principal) will begin next week. Class sign ups are next week. Spring sports registration is this week. MC International is sponsoring an international supply drive for children in South Africa.

**Eastlake Student Liaison** (*Jessica Dover*):

Tolo was last week. An auction will be held to benefit the arts departments. A blood drive will occur next week. Spring sports start next week

### **Proclamations/Presentations**

**Quarterly Report- Finance:** Assistant City Manager/Finance Director Lyman Howard gave the report. (Complete PowerPoint is available for viewing on the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us) or upon request of the City Clerk)

**Quarterly Report - Department of Community Development:** Director of Community Development Kamuron Gurol gave the report. (Complete PowerPoint is available for viewing on the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us) or upon request of the City Clerk)

### **Consent Calendar**

**Approval: Claims for period ending February 5, 2008 for Check No. 20010 through Check No. 20102 in the amount of \$676,028.54**

**Ordinance Second Reading: Amending Ordinance No. 02007-222, The 2007-2008 City Budget, For The Purpose Of Revising The 2007-2008 Biennial Budget (O2008-225)**

**Approval: South Pine Lake Walkway Project Wetland Banking Purchase Agreement/Sammamish Plateau Water and Sewer District**

**Contract: Public Defender Screening Services/Stoeklin**

**Resolution: Amending Master Fee Schedule (R2008-314)**

**Resolution: Final Acceptance Pine Lake Transit Access Road Project (R2008-315)**

Consent Calendar was approved as presented.

### **Public Hearing**

**Ordinance: First Reading Amending The City Of Sammamish Municipal Code To Create A Low Impact Development Chapter, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code To Ensure Consistency With The Low Impact Development Chapter**

Director of Community Development Director Kamuron Gurol gave the staff report. He explained that if Council required additional input, the time line for bringing this back to Council may stretch to summer of 2008.

Public hearing opened at 7:25 pm.

### **Public Comment**

Tom Melling, 1307 E Beaver Lake Drive SE, The Beaver Lake Homeowners community is very concerned about the proposed Low Impact Development ordinance. He feels there is too much uncertainty in the ordinance as to whether the lakes will be protected by these codes. He requested the Council remove the small lake areas or at least study the effects of these ordinances on the small lakes, specifically the phosphorus levels.

David Sell, 22309 NE 9<sup>th</sup> Drive, He is concerned that these codes would allow construction on land that is currently considered unbuildable.

**MOTION:** Deputy Mayor Gerend moved to direct staff to contract with or otherwise engage with the experts that attended the January 22<sup>nd</sup> Council Study session to seek their review and recommendations on the draft LID ordinance. Staff should bring back to the Council any revisions resulting from that process for the second reading of the ordinance. Councilmember Petitti seconded. Motion carried unanimously 6-0.

### **Unfinished Business - none**

### **New Business - none**

### **Council Reports**

Councilmember Cross reported that he has received over 100 thank-you's for Council adding bike lanes to the East Lake Sammamish Parkway project.

Councilmember Gerend met with King County Councilmember Larry Phillips to discuss the transfer of the 30 acres of Soaring Eagle Park to the City. He said the County would drop the requirement that the city build the park within ten years. This issue should come before the King County Council this month. He attended the Associate of Washington Cities meeting and was appointed to the MRSC board.

Mayor Felling asked Councilmembers to consider June 13 and 14 for a mid-year Council retreat. The 20<sup>th</sup> and 21<sup>st</sup> of June could be another alternative.

### **City Manager Report**

#### **Code Amendment: Electronic Reader Board**

Assistant City Manager/Finance Director Lyman Howard asked the Council if they wanted to pursue a code amendment to allow an electronic reader board at Eastlake High School. Community Development, the Planning Commission and Public Works are very busy. Council agreed that this would be added to the 2009 work plan.

Meeting adjourned at 8:25 pm

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Melonie Anderson, City Clerk

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Lee Felling, Mayor



## CITY COUNCIL AGENDA BILL

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**Subject:** Planning Commission Recommendations  
on Town Center Plan

**Meeting Date:** February 19, 2008

**Date Submitted:** February 11, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:**

None

City Manager                       Police

Public Works                       Fire

Building/Planning                       Attorney

**Exhibits:**

1. Transmittal Letter
2. Recommendations

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**Budgeted Amount:** N/A

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**Summary Statement:**

The Chair of the Planning Commission will present the findings and recommendations of the Planning Commission to City Council.

**Background:**

Planning Commission has completed a comprehensive review of the Town Center Plan with extensive opportunities for public comment. Now that process has been completed and the Chair will provide a presentation to City Council on their findings and recommendations.

**Recommended Motion:**

Not applicable.



801 - 228<sup>th</sup> Ave SE • SAMMAMISH, WASHINGTON 98075 • TEL: 425-295-0500 • FAX: 425-295-0600 • WEB: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

TO: City Council

February 14, 2008

FM: Robert Keller, Chair, Planning Commission

RE: Town Center Plan Recommendations

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On behalf of the Planning Commission, I'm delighted to forward to you our recommendations on the Sammamish's Draft Town Center Plan, and I look forward to discussing these recommendations with you at the City Council study session on February 19, 2008.

The Commission completed an extensive public input and review process that began in October 2007 and culminated with our February 7<sup>th</sup> meeting. Our review involved hearing testimony and comment from a wide variety of Sammamish residents, landowners and stakeholders interested in and affected by the Town Center plan. We also carefully reviewed numerous documents, studies and supplemental analyses. Our review process generated over 800 comments and questions.

Our recommendations represent a thoughtful balance of our city's numerous public policy goals and objectives. Since the Town Center represents a significant change for Sammamish, it is understandable that not every resident and stakeholder will agree, especially on controversial issues. The Commission itself engaged in a healthy debate on many individual points.

The Commission took seriously the choices made by the City Council in creating the Preferred Alternative. Important to the Commission's decision-making process was the presentation of new evidence. The Commission took all factors seriously and amended the Preferred Alternative after considering the wealth of information presented to it.

Attached to this memo are the specific motions adopted by the Commission with our rationale for that change or amendment to the Town Center plan. We have taken the unusual step of providing detailed rationale for our decisions due to the complexity and controversial nature of the issues. This unusually lengthy attachment is critical to the Council's understanding of our deliberative process in reaching our decisions and recommendations.

There are three principal recommendations. The rationale in the attachment is an integral part of each recommendation and must be considered together with the synopsis below.

**1. Locate mixed-use on west side of 228<sup>th</sup>**

Having reviewed the marketing study and in consideration of the viability of commercial development that will achieve the plan's goals, we unanimously recommend that the mixed-use "A" zoning designations shown in the Draft Plan on the east side of 228<sup>th</sup> instead be relocated to the west side of 228<sup>th</sup>. This will concentrate the mixed-use and commercial development in the Town Center core and the greater City Hall area along with the A zones already located on that side of the street. It will better implement the "wedding cake" approach allowing for better

transitions from one type of development to another and will more likely achieve the “park-once-and-walk” Town Center experience

## **2. Development caps**

We recommend that the cap on new commercial development (retail and office) be raised to 450,000 square feet, a modest increase over the Preferred Alternative level. The cap on residential development should remain at 2,000 units, consistent with the Preferred Alternative. To adjust the caps, a comprehensive plan amendment should be required.

## **3. Low Impact Development techniques**

We unanimously recommend that the Town Center development utilize multiple, integrated measures of the preferred storm-water management techniques. We recognize that specific techniques will vary on each development site. This recommendation provides a context for LID within the framework that the City Council has established and allows for other integrated stormwater management techniques. Overall, Low Impact Development design can be very effective in reducing storm water impacts and maximizing positive environmental benefits. This recommendation is consistent with the Special Study Area Task Force, our own recommendation in our Transmittal letter of the proposed voluntary LID ordinance and the City Council Vision Statement for the Town Center.

## **Additional Recommendations**

Our recommendations also address a variety of additional subjects, including:

- Expand mixed-use development opportunities and make adjustments to the boundary for the A-4 zone just north of City Hall (see revised land use map).
- Allocate 250,000 square feet of commercial (retail and office) in the northwest and southwest quadrants and create an incentive pool that may include Transferable Development Rights to allow an additional 200,000 square feet up to a total of 450,000 square feet.
- Designate certain properties in the SE quadrant along the frontage of SE 8<sup>th</sup> from “B” to “C” (see revised land use map).
- Apply an Institutional zone for the Lake Washington School District property in the NE quadrant (see revised land use map).
- Provide for limited single family residences in “B” zone master plan developments.
- Emphasize ecological functions in design guidelines. Explore developing a “Green Infrastructure” Plan that would provide a mechanism to create open space and better protect natural resources.
- Develop local transit from Pine Lake shopping center to Inglewood shopping center.
- Incorporate traffic calming road design into the street standards for the Town Center.
- Support recommendations from the Parks and Recreation Commission for a “destination park” at the north end of the Green Spine.
- Establish that Transit Oriented Development is an important component to incorporate within Town Center and should be included in development plans.
- Address the potential impacts of increased tax valuations for the homeowners that wish to continue to reside in their homes.

- Prepare a financial analysis for new civic/institutional facilities proposed or described in the Town Center Plan.
- Consider changing zoning for Arbor School property from “B” to “A” zone.

Again, we very much appreciate the opportunity to provide you with our recommendations. We understand that the full record of our process will be made available to the Council, so please let city staff know if you have any questions or need further information.

We look forward to the rest of the Town Center review and adoption process!



**PLANNING COMMISSION RECOMMENDATIONS TO CITY  
COUNCIL ON TOWN CENTER PLAN**

**Attachment**

Motions, Changes and Rationale

Summary of Timetable

Vision Statement

**PLANNING COMMISSION**

**SUMMARY**

Below is a list of actions taken by the Planning Commission regarding Town Center Plan recommendations.

**MOTION #1**

• **Development caps - Commercial**

MOTION: To increase commercial hard cap not to exceed 450,000 square feet. Motion carried 6-1 with Commissioner Tiliacos dissenting.

MOTION: Regarding process that if there is a desire to adjust the 450,000 square feet upwards that it goes through the Comprehensive Plan process. Motion carried unanimously.

**Rationale:**

1. The Community Attributes study recommends between 100,000-200,000 sf of office space and up to 250,000 sf of retail space (Page S-2). The Commission's recommendation matches the Attributes recommendation.
2. The City Council adopted a maximum amount of commercial space in its Preferred Alternative, a concept with which the Commission agreed. The Commission recognizes that market conditions may indicate additional space is desirable. The Draft EIS considered only a modestly greater amount of commercial space in its top-end traffic and environmental analysis. The Commission believes that a Comprehensive Plan Amendment process exceeding the recommendation provides the best policy process.
3. For new commercial development we recommend the proposed 250,000 sf with a cap at 450,000 sf to be achieved through incentives including but not limited to structured parking, open space and possible implementation of TDRs. This is a modest increase over the Preferred Alternative level.

**MOTION #2**

- **Development caps – Residential**

MOTION: To establish a hard cap not to exceed 2000 dwelling units for residential. Motion carried unanimously.

MOTION: Regarding process that if there is a desire to adjust the 2000 dwelling units upwards that it goes through the Comprehensive Plan process. Motion carried unanimously.

**Rationale:** Reaffirm the parameters proposed in the Preferred Alternative. In residential development we reaffirm the residential range of 1300 units with a cap at 2000 units which may be reached through incentives, including but not limited to affordable housing, underground parking and open space (reference pg. 11 as outlined on the Preferred Alternative description).

**MOTION #3**

- **Title: Locate mixed-use development to the West Side of 228<sup>th</sup>**

MOTION: Move to withdraw the “A” designations on the East Side of 228<sup>th</sup> and the commercial consolidation on the East Side and propose the commercial be relocated to the West Side of 228<sup>th</sup>. Table 2 (page 30) and Table 3 (page 31) and any other references in the Plan must state that “B” zone mixed-use/commercial development may only occur adjacent to an “A” zone not intersected by 228<sup>th</sup>. Motion passed unanimously.

**Rationale:**

1. Town Center tours demonstrated that successful commercial centers are consolidated. Examples are: Issaquah Highlands, Juanita, and Mill Creek, the latter, which like our proposed Town Center, is bisected by a major road.
2. The Neighborhood Mixed Uses are marginally viable and/or attract retail that does not fit with the vision of the Town Center which was for a wedding cake approach with a centralized commercial core. In a Staff memo presented to the Commission Jan. 24, 2008, the Staff concludes that 20,000 sf of retail as proposed in the NE and SE quadrants is viable but may not achieve the City’s goal of an attractive, urban setting.<sup>1</sup>

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<sup>1</sup> “A small allocation of commercial may not accomplish the City’s goals associated with establishing an attractive, urban setting. Expanding the allocation will result in more highly utilized commercial space and may go beyond the concept of a ‘neighborhood’ mixed-use node because quality development will attract a larger market.” The Memo also says: “This type of design and investment draws the same types of strip/plaza stores. Fast food outlets on the out parcels and a plethora of similar type (Teriyaki, for example) retail within the strip/plaza.” The proposed NMu contains 20,000 sf of retail, which is slightly larger than

3. Consolidating the commercial development on the West side of 228<sup>th</sup> around the Sammamish Commons supports the goal of “park once and walk” as well as the City Council’s Vision (Vision Nos. V3, V10, V14—see end of this document.)
4. Public testimony urged the elimination of the Neighborhood Mixed Use nodes. Exhibit 21.<sup>2</sup>
5. One of our current Commissioners and one of our upcoming Commissioners, commercial development investors, favored consolidation as the most likely prospect for successful investment potential for developers. This first-hand experience was an important factor.
6. The proposal in Exhibit 46 for a major commercial center rivaling the core center outlined in the Preferred Alternative has a great deal of merit. However, the location in the SE quadrant is inconsistent with the adopted City Council Vision, and the recommendations of the Special Study Area Task Force and the Town Center Committee of concentrating services around the Sammamish Commons. The exhibit proposal of what amounts to doubling the size of commercial services recommended (on Pg S-2) by Community Attributes is not supported by the Attributes recommendations, which advocate a more conservative “prudent” amount of commercial space.
7. Sammamish Water and Sewer District data indicates that the development costs are lower on the West Side than on the East Side, (\$8 million vs. \$12 million).

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the 17,000+ sf Radio Shack complex at 228<sup>th</sup> and Inglewood Hill Road and slightly smaller than the 26,000+ sf 7-11 complex on East Lake Sammamish Parkway.

<sup>2</sup> “The designation “Neighborhood’ retail is not appropriate in the town center. Any reference to Neighborhood Mixed Use within the town center should be eliminated, particularly in the SE quadrant.”

**MOTION #4**

- **Title: A-4 zone in SW quadrant**

MOTION: Move to amend the Town Center plan to provide for expanded development opportunities for the A-4 zone. Motion carried unanimously. (\*)

*\* These specific expanded development opportunities relate to expanding the A-4 zone to the north following the contour of the land – see revised Land Use map [Exhibit A]; and, increasing the potential commercial development to a range extending up to 100,000 square feet.*

**Rationale:**

This proposal to increase the commercial from 15,000 sf to 65,000-100,000 sf supports the language on pg. 57, Town Center Plan.

**MOTION #5**

- **Stormwater Management/LID**

Motion: Move to add new policy LU-1.6 page 32, “Utilize multiple integrated measures of the preferred stormwater management techniques as the standard within town center.” Furthermore, assure that section 3, page 69 and page 76 reflect the intent of this motion.

Reference to specific language changes for page 69:

Revise Section 3. Low-Impact Development (LID): Incorporate preferred stormwater management techniques throughout the area. These techniques will vary, depending on the type of land use and the type of underlying soils, but overall can be very effective in handling a certain percentage of storm water on site. The following...

Reference to specific language for page 76:

Eliminate Section 2.

Expand Section 4. Emphasize ecological functions in design guidelines. Update landscape standards for the Town Center to emphasize ecological functions. Continue to implement the Critical Area Ordinance (No. 02005-193) and the Tree Retention Ordinance (No. 02005-175). The city should explore developing a “Green Infrastructure” Plan for Town Center that would provide a mechanism to create open space and better protect natural resources.

Motion passed unanimously.

**Rationale:** Planning Commission felt that LID was a fundamental component of an integrated stormwater management approach for Town Center helping to minimize storm water runoff, filtering pollutants, and replenishing groundwater. This motion provides a context for LID within the framework that the City Council has established and allows for other integrated stormwater management techniques.

1. This recommendation is consistent with that of the Special Study Area Task Force, our own recommendation in our Transmittal letter of the proposed voluntary LID ordinance and the City Council Vision Statement for the Town Center.

**MOTION #6**

- **Stormwater Management/LID**

Motion: To revise language on Page 64 of the Town center plan to read as follows: [Section “Condition, Challenges, and Opportunities, first paragraph] “... which acts to both concentrate growth and reduce development impacts *to the rest of the city and its remaining critical areas.*” Motion passed unanimously.

**Rationale:**

1. Planning Commission wanted to emphasize the value of the proactive planned development for Town Center and its value in helping to protect resources for the rest of the city.

**MOTION #7**

- **TRANSFER DEVELOPMENT RIGHTS**

MOTION: Move that the initial allocated amount of commercial in the northwest and southwest quadrants total 250,000 square feet with incentives pool to include TDR’s allowing for a potential addition of 200,000 square feet up to a total of 450,000 square feet [consistent with previous motion on development cap of 450,000 square feet]. Motion passed unanimously. \*

\* Note: Recommendation would also include revising language with reference to the TDR program on page 35 of the Plan, to state,” Explore provisions for a TDR program allowing residential density transfers from Sammamish properties outside of the Town Center to *commercial sites and not including residential within Town Center. Such transfers would allow for increased commercial square footage to be allocated within the*

*“Incentive Pool” [not to exceed 450,000 total commercial square footage for Town Center] reducing residential densities outside of Town Center in other parts of the city.”*

**Rationale:** Provide for protecting sensitive areas outside of Town Center and allowing for an increase (up to the recommended cap of 450,000 s.f.) for commercial development.

**MOTION #8**

- **Designation of certain properties in the Southeast quadrant from “B” to “C” zone**

**MOTION:** Move to designate certain properties (as shown on the map) along the frontage of SE 8<sup>th</sup> and along the frontage of 228<sup>th</sup>, north from SE 8<sup>th</sup> from “B” to “C.” (See revised land use map [Exhibit A].) Motion passed unanimously.

**Rationale:**

1. Provide for the maintenance of certain properties in the “C” zone that front either 228<sup>th</sup> St., and SE 8<sup>th</sup> St, consistent with the wedding cake approach and providing for single family buffer/transition area.
2. Except for a small notch, no C zone was proposed for the East Side. Exhibit 46 (Pg. 1) proposed the change identified. The Commission concurred with this recommendation.

**MOTION #9**

- **Lake Washington School District property**

**MOTION:** Create a new institutional zone for the LWSD property. Motion passed 6-0-1 with Commissioner Jarvis abstaining.

**Rationale:** The DEIS contained information from the LWSD indicating that there is no additional capacity within Sammamish to accommodate the 200-300 students expected to be generated from the Town Center development. The Commission believes that it represents sound public policy to reserve this property for its intended use; and this location provides a walkable location for projected residences on the East Side of 228<sup>th</sup>.

**MOTION #10**

- **Allow for limited single family residential in “B” zones**

**Motion:** Provide for limited single family residences as part of a site master plan for “B” zone developments. Motion passed unanimously.

(Note: “Limited” will be defined within the context of zoning/development regulations for “B” zone development)

**Rationale:** Provide for a diversity of housing options within the “B” zone including options for limited single family.

**MOTION #11**

- **Local Transit options**

Motion: Move to develop local transit from Pine Lake shopping center to Inglewood shopping center. Motion passed unanimously.

**Rationale:**

Increase transportation efficiencies that serve Town Center and nearby commercial centers, reduce impact on traffic from Town Center, reduce parking in Town Center.

**MOTION #12**

- **Traffic calming design**

Motion: Move to incorporate traffic calming road design into the standards for the Town Center. Motion passed unanimously.

**Rationale:**

Implement roadway design to reduce the likelihood of speeding along connector roadways within Town Center.

**MOTION #13**

- **Destination Park**

Motion: Move to support recommendations from the Parks and recreation Board for a Destination Park at the north end of the Green Spine. Motion passed unanimously.

**Rationale:** Agree with recommendation from the Parks and Recreation Commission that this will provide a benefit to the design and expression of the “Green Spine.”

<b>MOTION #14</b>
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- **Transit Oriented Development**

Motion: To establish that Transit Oriented Development is an important component to incorporate within Town Center and should be included in development plans. Motion passed unanimously.

**Rationale:** The City needs to make a strong statement to the transit agencies that the City's new Town Center is designed to promote transit services. This is also consistent with the City Council's Vision Statements. This policy may entice the transit agencies to enter into public/private partnership for a TOD and thereby bringing additional bus service to the City.

**PLANNING COMMISSION RECOMMENDATIONS TO CITY  
COUNCIL ON TOWN CENTER PLAN**

Summary of Planning Commission review of Town Center

October 4, 2007 – Introduction/Overview of Town Center Plan  
FEIS Overview  
Land Use Chapter

October 18, 2007 – Housing Chapter

November 1, 2007 – Natural Systems, Parks, Open Space, Trails and Public  
Facilities

November 15, 2007 – Transportation

November 29, 2007 – Design

December 13, 2007 – Capital Facilities and Utilities

December 20, 2007 – Transportation (second session)

January 3, 2008 – Public Hearing

January 10, 2008 – Public Hearing

January 17, 2008 – Deliberations

January 24, 2008 – Deliberations

January 31, 2008 – Complete recommendations

February 7, Finalize recommendations/transmittal to City Council

<b>Item</b>	<b>Issue</b>	
	<p><b>Vision Statement</b>  <b>Adopted by City Council March 7, 2006</b></p>	
	<p><b>The Town Center is Urban in that it:</b></p>	
<p><b>V-1</b></p>	<p>Welcomes city residents and visitors seeking a unique place to live, work, learn, create and play</p>	
<p><b>V-2</b></p>	<p>Offers a unique sense of place reflected in its building forms, development patterns and public realm which are oriented to take advantage of the city's topography and natural assets, preserve scenic views and enhance view sheds.</p>	
<p><b>V-3</b></p>	<p>Is fully integrated and synergistically complements the public parks and open spaces being developed as part of the Sammamish Commons.</p>	
<p><b>V-4</b></p>	<p>Is a central gathering place that increases social interaction and enhances art and cultural opportunities by providing for those functions, open spaces and facilities, such as a performing arts center and theatres, that bring people together.</p>	
<p><b>V-5</b></p>	<p>Offers a range of commercial, recreational, cultural, educational and personal services and activities that provide local citizens what the need for a full life and reflects and incorporates the increasingly rich mixture of cultures of Sammamish's residents.</p>	
<p><b>V-6</b></p>	<p>Fosters education for all community members and supports knowledge, workers and businesses as well as a lively arts community.</p>	
<p><b>V-7</b></p>	<p>Features well-designed mixed use development compatible with surrounding neighborhoods.</p>	
<p><b>V-8</b></p>	<p>Offers a variety of housing types integrated throughout the Town Center.</p>	
<p><b>V-9</b></p>	<p>Is linked to the regional with excellent transit service and bikeways and to the rest of the city with pedestrian trails.</p>	
<p><b>V-10</b></p>	<p>Offers an economically vibrant center providing opportunities for activities and interactions during the evening no matter what the weather.</p>	
<p><b>V-11</b></p>	<p>Is eminently walkable, with accessible sidewalks, trails and pathways.</p>	
	<p><b>The Town Center's natural setting is preserved by:</b></p>	
<p><b>V-12</b></p>	<p>Focusing new development away from natural resources and critical areas.</p>	
<p><b>V-13</b></p>	<p>Incorporating natural resources, view corridors, and sensitive site characteristics as amenities and design elements that reflect the distinctive character of the Town Center.</p>	
<p><b>V-14</b></p>	<p>Featuring a hierarchy of interconnected public and private open spaces, ranging from an active centralized plaza or town square to less formal</p>	

Exhibit 2

	gathering areas, quiet residential courts and natural open spaces with native vegetation.	
<b>V-15</b>	Employing a variety of environmental enhancement and low impact development techniques to improve ecological functions, such as protections for ground water hydrology and wildlife habitat.	
<b>V-16</b>	Featuring new buildings and structures that, while urban in their function, reflect a “Northwest character,” human scale and welcoming aspect.	