

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
STUDY SESSION
April 25, 2001**

Wednesday, April 25, 2001, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<u>OPEN STUDY SESSION</u>	7:30 pm
1. Stormwater Management Comprehensive Plan	7:35 pm
<u>EXECUTIVE SESSION</u>	9:00 pm
1. Potential Litigation	9:35 pm

Interlocal Agreement Between
King County and the City of Sammamish
pursuant to King County Council Motion
No. 11101 adopting the East Lake Sammamish Trail Interim Use and Resource
Protection Plan- Phase 1 Interim Use.

This Agreement is made and entered into this ____ day of _____ by and between the City of Sammamish, hereinafter called "City", and King County, hereinafter called "County". The purpose of this agreement is to address Interim Trail concerns related to safety, security, public parking, design, public facilities and access, and City land use or development permits.

WHEREAS, the City of Sammamish incorporated on August 31, 1999, in an area of previously unincorporated King County known as Sammamish; and

WHEREAS King County first identified the goal of developing the East Lake Sammamish Trail in 1971, in the King County Urban Trails Plan, and continued to affirm the goal in the 1975 General Bicycle Plan, the 1982 East Sammamish Community Plan and Area Zoning, the 1988 King County Open Space Plan, the 1992 King County Regional Trails Plan, the 1993 East Sammamish Community Plan and Area Zoning Update, the 1993 King County Non-motorized Plan, and the 1996 King County Park, Recreation and Open Space Plan; and

WHEREAS, King County purchased the railbanked former Burlington Northern Sante Fe railroad corridor, hereinafter referred to as the East Lake Sammamish Rail Corridor or the Corridor, in September of 1998 for trail development and has an ongoing obligation to manage and maintain the railbed corridor in a manner that protects its railbanked status under federal law; and

WHEREAS, the City of Sammamish has expressed full support for providing a trail along the east side of Lake Sammamish in a manner which responds to both regional needs and interests of King County residents as well as the local needs of the citizens of Sammamish; and

WHEREAS, the Corridor is identified in the legal description attached as Exhibit 1 hereto and as shown on that map titled "East Lake Sammamish Trail" recorded with the King County Engineer and identified as Map No. 311-99; and

WHEREAS, 7.2 miles of the 10.8 mile Corridor lies within the city of Sammamish; and

WHEREAS, in November 1998, in King County Ordinance No.13340 adopting the 1999 annual budget, the Metropolitan King County Council required preparation of a plan for

interim use and resource protection of the East Lake Sammamish Rail Corridor, before establishing public use; and

WHEREAS, the county departments of Parks and Recreation and Construction and Facilities Management conducted a public process outlined in Motion No. 11101, copy attached; and

WHEREAS, the Metropolitan King County Council has adopted, under Motion No. 11101, the East Lake Sammamish Trail- Executive Proposed- Phase 1 Plan- Interim Use and Resource Protection- September 2000, hereinafter referred to as the Interim Use Plan, authorizing the County Executive to proceed according to the Executive's Proposed Timeline with the permit process, development of the Interim Trail and implementation of the resource protection measures concurrent with negotiating interlocal agreements with impacted jurisdictions; and

WHEREAS, the County has both a regional and local perspective and interest in the planning and development of the proposed East Lake Sammamish Trail, and the City has a local perspective and interest in the planning and development of the trail, and consideration of both interests is vital to the establishment of a successful Interim Trail project; and

WHEREAS, this interlocal agreement is intended to address the City's concerns about the impacts of the Interim Trail upon the citizens and government of the City of Sammamish; and

WHEREAS the County shall maintain its role as lead agency on the development of the trail and preserve the railbanking status of the Corridor according to federal law; and

WHEREAS, it is in the best interest of the public that the City and the County take those actions necessary to cooperate to insure a successfully planned and timely constructed East Lake Sammamish Trail project;

NOW, THEREFORE, the parties agree to the following:

1) **Acknowledgement**

The City acknowledges the County has a claim to an ownership interest in the Corridor by virtue of the transfer of ~~using quiet~~ a quit claim deed from the Burlington Northern and Santa Fe Railway Co. to the Land Conservancy of Seattle and King County, hereinafter referred to as "TLC" and from the transfer of ownership from TLC to the County. Both parties further acknowledge that several adjacent property owners have filed Quiet Title action against the County.

2) Safety

A) Safety for Interim Trail users and the local community is emphasized in the design of the trail contained in the Interim Use Plan as follows:

(1) Crossings

(a) Location: The County will construct Interim Trail crossings, especially vehicle crossings, using appropriate engineering and transportation standards to avoid conflicts between trail-users and vehicles or other non-trail users.

(b) Sight obstructions: The County will maintain site distances for crossings by managing vegetation.

(c) Signage: The County will provide signage, as appropriate. In order to avoid visual clutter, and adverse impacts upon the aesthetics of the surrounding area, excessive use of signage at crossings shall be avoided. Signage will comply with the manual on Uniform Traffic Control Devices (MUTCD), a Federal requirement which applies due to the use of Federal Highway Administration funds for acquisition, design and implementation.

(2) The County will seek to maximize the safety and minimize the risk to trail users, and others, by ~~means~~ which means that may include, but are not limited to: vegetation management, ~~inclusion of emergency kiosks,~~ and other design elements.

(3) Hours of access to the Corridor will be from dawn to dusk. The County will post the hours of Corridor access, within the city limits of Sammamish, in order to limit problems from dusk to dawn, ~~related to criminal activity and unauthorized beach and private property access.~~

B) The Interim Use Plan addresses the security of trail users and the security and privacy of adjacent property owners. Measures to be implemented in accordance with the Interim Use Plan include, but are not limited to, the following:

(1) The Interim Trail does not run adjacent to the East Lake Sammamish Parkway or East Lake Sammamish Place.

(2) Provide signage, fencing, vegetation or other features to delineate the Interim Trail.

(3) The County will provide access for emergency response vehicles, for the purpose of trail related emergencies, over the entire length of the trail.

~~(4) Install signage at interim trail access points identifying the location of public telephones.~~

~~(5)~~(4) The County shall conspicuously post trail rules at all official access points, including notice of hours of Corridor access;

~~(6)~~(5) The County will perform routine site inspections. The County will take appropriate corrective action, including notifying City police or fire/safety departments, as soon as practical when security issues are identified.

C) In addition to the safety provisions recommended in the Interim Trail Plan, the County will install signage at the Interim Trail access points identifying the location of public telephones.

3) Public Parking

A. The County will inform the public of available parking areas. If additional parking opportunities become available, the County will use a variety of means to inform the public of any new parking opportunities.

B. The City will enforce its Code regarding illegal parking on private property.

C. The parties acknowledge that private property owners have the right, subject to the requirements of state law and local ordinances, to have unauthorized vehicles towed from their private property.

~~4)D.~~ -No new parking facilities are planned to be constructed for the Interim Trail.

~~5)E.~~ Public parking and access points are described in the attached Phase 1 Plan for Interim Use and Resource Protection.

~~c) How to distinguish vehicles of residents and their guests from trail-user vehicles, and associated enforcement measures~~

~~d) The impacts of trail parking facilities on the privacy and security of property owners in the vicinity of the trail.~~

~~e) Traffic congestion/concurrency impacts.~~

4) Private Improvements

A. The County will work with individual property owners to determine appropriate edge delineation, such as lowering fence height, use of vinyl coated fencing, proximity to existing vegetation.

B. In addition, the County will work with individual property owners seeking to obtain special use permits for privately financed proposed landscaping and fencing improvements within the Corridor so long as they are consistent with the County's use of the Corridor and obligations arising from railbanking.

5) Public Facilities

No restrooms, concession stands, or other public improvements that would act as gathering points for the public ~~will~~ shall be placed in residential neighborhoods adjacent to the ~~I~~nterim ~~T~~rail.

6) Public Access

The County will work with the City to identify two additional access points within the City, if feasible.

7) City and County Permits

A. The City will notify the County of land use or development permit applications in accordance with the notice requirements of the City's Land Use Code. The County will also receive notice if the proposal includes activity within, or crossing of, the Corridor. The City will include in the notice any proof submitted by the applicant that the applicant has permission to conduct the activities within and/or to cross the Corridor as proposed. For the purpose of this Agreement, the City shall provide notice to:

East Lake Sammamish Trail, Program Manager
King County Parks
2040 84th Avenue SE
Mercer Island, WA 98040

B. ~~B.~~——If a Special Use Permit from the County is required for the proposed activity, the County will notify the City of this requirement, and the reason thereof, within 14 days from the date of mailing of the notice by the City referenced in Section 7A. of this Agreement. When notified in this manner, the City will coordinate with the County, and will not issue the land use or development permit for activities that are within or require crossing of the Corridor until notified that the County Special Use Permit requirements have been complied with. For the purpose of this Agreement, the County shall provide notice to:

City Manager
City of Sammamish
704 228th Ave NE PMB 491
Sammamish, WA 98074

C. The City will review land use or development permit applications for proof of adequate vehicular access to a public right of way as required by ISDC Title 21A. If adequate access requires traversing the Corridor, the City will require documentary evidence that the applicant has the legal right to cross the Corridor in the manner indicated prior to issuance of the permit. In the absence of such

documentary evidence, the City acknowledges King County is not obligated to provide access over or across the Corridor.

- D. The City will review land use or development permit applications for proof of compliance with life safety/rescue access and other fire protection requirements of ISDC Title 21A, Title 17 and Title 16. If compliance with these provisions requires traversing the Corridor, the City will require documentary evidence that the applicant has the legal right to traverse the Corridor in the manner indicated prior to issuance of the permit. Absent such documentary evidence, the City acknowledges King County is not obligated to allow an applicant to traverse the Corridor to provide life safety/rescue access or accommodate compliance with other fire protection requirements.
- E. For permits that fall within the City's jurisdiction, the County will submit to the City complete applications for ~~any~~ these land use and development permits necessary for the implementation of the Interim Use and Resource Protection Plan ~~that for which the County has not submitted prior to the execution of this agreement by both parties. applications before the time this Agreement is signed by both parties.~~ The City will review and process all such permits in a timely fashion regardless of any disputes between the City and County regarding either party's performance under other provisions of this Agreement.

8) Public Safety/Enforcement

If significant law enforcement issues arise related to the public use of the Rail Corridor, the City may request review of those issues and appropriate modifications to its contract terms or services through the Agreement Oversight process defined in Section 17 of its Interlocal Agreement between King County and the City of Sammamish Relating to Law Enforcement Services.

The County shall fund City response to requests for law enforcement support on the Rail Corridor as a credit calculated annually under the existing City/County Interlocal Agreement for Law Enforcement services performed by King County Sheriff personnel and equipment.

9) Trail Management

The City may appoint an Interim Trail Management Advisory Group representing a geographical cross section of City residents. The group will act in an advisory capacity to King County Parks. The objective of the Advisory Group will be to make recommendations on issues of public safety, quality maintenance and

appropriate public use of the trail facilities within the jurisdiction of the City of Sammamish.

~~The Parties shall collaborate in the development of trail policy statements, the identification of maintenance requirements and costs, and the preparation of trail rules. The objective shall be to ensure public safety, quality maintenance and appropriate public use of the trail facilities. The Parties may amend trail rules, policies, management structures and responsibilities, and maintenance provisions by mutual agreement, when necessary to meet these objectives~~

9) Public Safety/Enforcement

Delete

10) Trail Management

Delete

10) Master Design Process

- A. The Parties acknowledge that interim T trail alignment and design has been completed and approved by the Metropolitan King County Council under Motion No. 11101.
- B. The Parties will continue to work in partnership to encourage citizen involvement from trail-users, property owners and citizens in the Master Trail Planning process with the intent of developing a community-based trail alignment and permanent-use trail plan that protects the railbanked status of the Corridor. ~~The Parties will co-sponsor a planning and design workshop or some other method of community involvement for trail-users, property owners and the community. The purpose of this cooperative process will be to develop recommendations for the efficient, safe, and cost effective Trail Master Plan alignment and permanent-use trail plan.~~
- C. The Parties acknowledge that the master plan process will address among other issues, public access points, public use of private roads and private driveways, emergency access and improvements to East Lake Sammamish Parkway necessary to the trail.
- D. The County encourages the City and its citizens's participation in the master planning process to address their City concerns.

11.

11. Equestrian presence

Equestrian presence

~~No equestrian use is provided for in the interim trail.~~ 11) Indemnification

~~A. The County shall defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's service charges.~~

~~B. The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorney's service charges.~~

11) Indemnification

A. The City agrees to hold harmless indemnify and defend at its own expense the County and its officers, agents, ~~volunteevolunteerss~~ and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees and/or agents, in the course of its performance under this Agreement.

B. The County agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of

or in any way resulting from the negligent acts or omissions of the City, its officers, employees and/or agents, in the course of its performance under this Agreement.

C. If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of or results from the joint negligent acts or omissions of both the County and the City with respect to acts done pursuant to this agreement, each party shall be responsible for its own share of any resulting liability.

12) No Third-Party Beneficiary

The County, by this Agreement, does not assume any contractual obligations to anyone other than the City. The City, by this Agreement, does not assume any contractual obligations to anyone other than the County. There is no third-party beneficiary to this Agreement.

13) Assignment

Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

14) Notice

Any notice or communication to be given by the County to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

13. No Third-Party Beneficiary

Delete

14. Assignment

Delete

15. Notice

Delete

Any notice or communication to be given by the County to the City under this Agreement, other than notice relating to permits provided in Section 7B, shall be deemed properly given, if delivered, or if mailed postage

CITY OF SAMMAMISH
Attn: City Manager
486 228th Avenue NE
Sammamish, WA 98074

Any formal notice or communication to be given by the City to the County under this Agreement, other than notice relating to permits provided in Section 7A, shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

KING COUNTY
Attn: Director, King County Parks and Recreation
2040 84th Avenue SE
+Mercer Island, WA 98040

15) Waiver

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

16) Entire Agreement

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

17) Amendment

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

18) Dispute Resolution

The dispute resolution process to be used by the parties to this Agreement shall be as follows:

- A. In the event of a dispute(s) related to the implementation of this Agreement, the County or the City, as the case may be, shall notify the other party in writing of a dispute which requires resolution. The notice shall include a summary of the issue(s) under dispute.
- B. Within five days of sending the notice, the party who sends the notice shall be responsible for scheduling a meeting of the parties. The appropriate staff members of the County and City shall thereafter meet to present information/documents, which address the issue or issues in dispute. If successful in settling the matter, the parties' representatives shall reduce the resolution to

writing. Attorneys representing the parties shall not be present at these dispute resolution sessions, unless mutually agreed to by both parties.

C. In the event that the above dispute resolution process is not successful, both parties may then pursue mediation or arbitration of the disputed issue(s) following a mutually agreeable process and conditions. It shall be the practice of the City and County to resolve any conflict arising from this Agreement by mediation, to the maximum extent possible.

19) Duration

This Agreement shall be effective upon execution by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

20) Severability

If any of the provisions contained in this Agreement are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If this Agreement is held to be illegal, invalid or unenforceable in its entirety, the County's ability to carry out the Interim Use Plan shall not be effected.

16. Waiver

—Delete

17. Entire Agreement

—Delete

18. Amendment

—Delete

19. Dispute Resolution

-Delete

20. Duration

—Delete

21. Severability

—Delete

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Sammamish

King County Executive

City Manager

Date

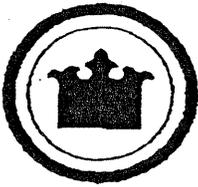
Approved as to Form:

King County
Deputy Prosecuting Attorney

Date

Approved as to Form:

City Attorney



KING COUNTY
Signature Report
December 15, 2000

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion 11101

Proposed No. 2000-0516.2

**Sponsors Phillips, Hague, Miller, Nick
Gossett, Sullivan and Pelz**

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A MOTION adopting Executive Proposed East Lake
Sammamish Trail Interim Use and Resource Protection
Recommendations for development of Phase I- Interim Use.

WHEREAS, King County first identified the goal of developing the East Lake
Sammamish Trail in 1972, in the 1971 King County Urban Trails Plan, and continued to
affirm the goal in the 1975 General Bicycle Plan, the 1982 East Sammamish Community
Plan and Area Zoning, the 1988 King County Open Space Plan, the 1992 King County
Regional Trails Plan, the 1993 East Sammamish Community Plan and Area Zoning
Update, the 1993 King County Non-motorized Plan, and the 1996 King County Park,
Recreation and Open Space Plan; and

WHEREAS, King County purchased the railbanked former Burlington Northern
Santa Fe railroad corridor in September of 1998 for trail development, and

WHEREAS, in November 1998, in King County Ordinance 13340 adopting the
1999 annual budget, the King County council required preparation of a plan for interim

Motion 11101

17 use and resource protection of the East Lake Sammamish Rail Corridor, before
18 establishing interim use, and

19 WHEREAS, the departments of parks and recreation and construction and facility
20 management through an expansive and inclusive public process held two public
21 workshops, one open house and one public hearing; established a citizens advisory group
22 (CAG) that: held four public meetings; distributed two thousand five hundred copies of
23 two newsletters; and implemented a web page with email response link and a telephone
24 hotline posted on fifty signs along the 10.8-mile trail corridor, and

25 WHEREAS, these meetings, held between March 1999 and June 2000, were
26 attended by six hundred people and resulted in over eight hundred comments, which were
27 considered by executive staff in their preparation of the draft East Lake Sammamish Trail
28 Interim Use and Resource Protection Plan (1999), the draft CAG report (1999) and
29 recommendations (2000), the draft and final Environmental Impact Statements (2000),
30 and preparation of a Biological Assessment (2000), and

31 WHEREAS, the King County executive and staff have met with the cities of
32 Redmond, Sammamish and Issaquah through which the trail extends for the purpose of
33 coordinating objectives and implementation, and

34 WHEREAS, the King County executive has reviewed the draft East Lake
35 Sammamish Interim Use and Resource Protection Plan, the Draft and Final
36 Environmental Impact Statements and the Biological Assessment, and prepared a
37 recommendation for Interim Use and Resource Protection measures, attached to this
38 motion and titled East Lake Sammamish Trail - Executive Proposed - Phase 1 Plan -

Motion 11101

39 Interim Use and Resource Protection, for review and adoption by the King County
40 council, and

41 WHEREAS, the Executive Proposed Timeline, dated October 9, 2000, shows the
42 interim trail open for public use in December of 2001, the same month the final Master
43 Plan is to be transmitted to the council for approval, and

44 WHEREAS, the Executive Proposed Timeline anticipates an interim trail
45 permitting and construction schedule that may be infeasible due to changed assumptions
46 for permit initiation and construction limitations on grading and clearing activities in or
47 near streams and wetlands within the East Sammamish Community Planning Area during
48 the period of October 1 through March 31 as well as additional local, state and federal
49 regulations protecting salmon-bearing streams and shorelines during this period, and

50 WHEREAS, the Executive Proposed Timeline for public use of the interim trail
51 may be delayed beyond the anticipated date of December 2001, and

52 WHEREAS, the Executive Proposed Timeline anticipates the transmittal and
53 council review of the Master Plan to occur in December 2001, and

54 WHEREAS, the activities associated with completing the Master Plan are
55 independent of the interim trail process and it is the council's intent to meet the
56 Executive's forecasted schedule,

57 NOW, THEREFORE, BE IT MOVED by the Council of King County:

58 The attached East Lake Sammamish Trail - Executive Proposed - Phase 1 Plan -
59 Interim Use and Resource Protection - September 2000, as amended by this motion,
60 is hereby adopted, subject to the following conditions:

Motion 11101

61 1. The executive shall negotiate interlocal agreements with the cities of
 62 Sammamish, Redmond and Issaquah for the portions of the trail within each
 63 of these affected jurisdictions. Construction involving the restoration of
 64 culverts and other environmental protection activities shall not be affected by
 65 this motion. The executive shall transmit each of these agreements to the
 66 council no later than April 16, 2001. At a minimum, these agreements shall:
 67 address safety, security, public parking, design, public facilities and public
 68 access to the trail; maintain King County as the lead agency on the
 69 development of the trail; and preserve the railbanking status of the railroad
 70 right-of-way according to federal law. The executive shall report back to the
 71 council by March 1, 2001, with a written report on each interlocal agreement
 72 which includes the following information: chronology of discussions, areas of
 73 agreement and areas of disagreement.

74 2. The executive is authorized to proceed as indicated in the Executive
 75 Proposed Timeline with the permit process and development of the interim
 76 trail and implementation of the resource protection measures concurrent with
 77 negotiating the interlocal agreements and independent of each agreement's
 78 approval. In the event the executive is unable to reach agreement with a city
 79 on an interlocal agreement, the Metropolitan King County Council may, by
 80 motion, affect the construction schedule of the portion of the interim trail
 81 located in the affected jurisdiction until an interlocal agreement is reached
 82 with the city. The cities of Sammamish, Redmond and Issaquah shall not
 83 rely upon or use the approval of an interlocal agreement as a criterion for

Motion 11101

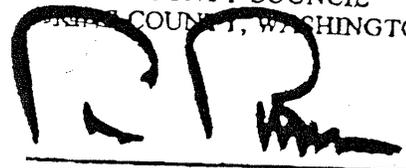
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permit approval concurrent with or at the conclusion of these negotiations.
Pursuant to federal, state and local law, permits shall be reviewed based upon
approved standards for development regulation.

Motion 11101 was introduced on 9/5/00 and passed as amended by the Metropolitan
King County Council on 12/15/00, by the following vote:

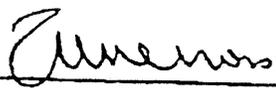
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments

- A. East Lake Sammamish Trail-Executive Proposed-Phase I Plan-Interim Use and Resource Protection amended on December 15, 2000, B. Final Environmental Impact Statement, East Lake Sammamish Interim Use Trail and Resource Protection Plan, C. Comments on the East Lake Sammamish Trail Interim Trail Use and Resource Protection Plan-Report of the East Lake Sammamish Trail Citizen Advisory Group-December 7, 1999, D. East Lake Sammamish trail Interim Use and Resource Protection Plan 7-28-99 Draft Report with Appendices A - E



City Manager's Report

April 26, 2001

UPDATE ON COUNCIL RETREAT ITEMS

New City Hall – started

Council directed staff to conduct a public participation process. We have negotiated a contract with Inform Architects to assist us. The contract has been negotiated and will be before Council at its meeting on May 2.

Comprehensive Park Plan – started

Council wanted more reasonable funding scenarios to be presented for the Parks Comprehensive Plan. The Parks & Recreation Commission is currently working on this issue. Two workshops have been scheduled to gather additional public comment — one on Monday, April 30 and the other on May 21. It is anticipated that Council will give the ordinance second reading in June.

East Lake Sammamish Trail Design Workshop – done

Council requested that staff conduct a design workshop. That task has been completed. Council received a written report and, if Council wishes, a study session can be scheduled to discuss the two-day workshop.

Commission Reports to City Council – done

Council requested that each commission chair (Parks & Recreation and the Planning Advisory Board) provide a progress report to City Council on a quarterly basis. Both chairs of these commissions presented their first reports approximately four weeks ago.

Council Package Delivery – done

Council requested that packages be delivered every Friday. This would allow council members ample opportunity to prepare for council meetings by receiving materials to read over the weekend. Staff started package delivery approximately six weeks ago.

Fire Rating Analysis - started

The City Manager is working with Fire Administrator John Murphy to obtain a better rating for insurance purposes for the citizens of Sammamish. John is advising that we need to be careful how this case is presented. There is a possibility our rate can go lower than it is currently. We will continue to work on this delicate issue.

Social Service Funds – started

Council asked staff to develop a policy to distribute a \$150,000 fund in our budget for the purpose of supporting social services. Research has been done and a draft application process has been developed. The next step will be to meet with the Council Task Force and finalize the policies and application process.

TV/ Government Access Channel – started

Staff has contacted AT&T to request that channel 22 be made available for City business as per our franchise agreement. AT&T agreed and also it would help the City put together brief television programs to be broadcast to our community. AT&T also indicated it would assist with the technical part of the work by providing studio time and camera crews as well as any other technical help the City might need. To implement this program we need to bring a fiber optic connection into City Hall; AT&T is getting staff a cost estimate. This project will be assigned to the Assistant City Manager as soon as that person is hired.

City Manager's Reports on Agenda – done

The City Manager's Report is now listed as a regular agenda item.

July Newsletter – started

A production schedule has been developed and staff will meet at the end of the month to review articles to be included in the next edition. The next issue will be in mailboxes the last week in June in order to remind residents of fireworks regulations.

Advertise Committee Vacancies – done

The vacancy for the Parks & Recreation Commission was advertised in the last edition of the city newsletter as well as on the web page. Staff is currently advertising on the web page for members to serve on the new Technology Committee members.

Impact Fees – started

Staff is attempting to obtain impact fees from King County. Two letters have been written and sent. A meeting is now in the process of being scheduled to address this issue.

City Objectives– done

Large graphic printouts listing the various departments' goals and objectives have been placed on the walls in Council Chambers.

Street Clean-Up at 43rd & East Lake Sammamish Parkway – started

The old cars have been removed as well as approximately 80% of the accumulated debris. A *No Trespassing* sign has been posted to discourage people from parking cars.

Skateboard Park – started

A consultant has been hired to design the facility. A series of three workshops are scheduled (see attached flyer) to solicit public participation. We hope to complete the work by the end of the summer.

On-Call Technology Committee – started

Council requested that information be placed on the web page encouraging interested citizens to apply for membership on this committee. The purpose of the committee is to provide technical expertise to the City on an on-call basis.

Staff Positions – started

A number of staff positions have changed (see attached memo). We are currently advertising for the Assistant City Manager position and hope to complete this process by the end of May.

OTHER ITEMS CURRENTLY BEING TRACKED

- 1. Balance Cash to Date and implement daily reconciliation/bank reporting***
Have balanced through January 2001 and brought in an Accountemp to assist with February, March and April. Have met with bank and set up reporting starting May 1.
- 2. Preparation of Annual Report for year 2000***
Have met with Accounting Manager from Redmond and received an assessment. Redmond staff will coach me through the preparation. We are currently looking for information regarding Fixed Assets and Grants.
- 3. Review Accounting System Set-Up***
Currently looking for changes for correctness and efficiencies, as well as setting up a Pooled Investment Fund and reviewing process.
- 4. Closing out Funds and correcting expenditures to date 2001***
This is an ongoing process.
- 5. 228th Ave Phase 1B***
Project construction started April 23, 2001. Current contract completion date is October 12, 2001. Currently in condemnation proceedings on four parcels; possession and use received on all other parcels except for two minor parcels still awaiting appraisal. Staff is still negotiating with PSE regarding undergrounding of overhead electrical power facilities.
- 6. 228th Phase 1C***
Gray & Osborne has been selected as the design consultant. The initial survey work completed. Linda Lane & Associates has been selected as the Right-Of-Way Acquisition consultant. The public involvement process should begin by end of May or early June. Design completion is scheduled for January 2002 and construction start-up scheduled for March/April 2002.

7. *216th & Inglewood Hill Road Intersection Improvement*

Design is underway with Gray & Osborne as the design consultant. A meeting with the property owners most affected by this project is scheduled for May 1st. General public involvement is scheduled to begin mid-May 2001. The design completion is scheduled for mid-July 2001. Construction start-up is scheduled for September 2001.

8. *Issaquah-Pine Lake Road / 32nd Way Improvements*

The grant agreement for design phase has been executed with State Transportation Improvement Board. Consultant selection process is scheduled to be completed by the end of May, with design completion scheduled for January 2002. Construction start-up is scheduled for March/April 2002.

9. *Surface Water Master Plan Adoption*

The public hearing on the plan adoption was held by City Council on April 18. The final Council work session on the plan is scheduled for April 25. Final adoption of the plan and associated increases in system development charges and stormwater rates are scheduled for Council's May 16th meeting.

10. *Sidewalk Construction – NE 14th Street & NE 16th Street*

On April 18, Council approved the consultant agreement with Gray & Osborne for design and construction management services. Design is scheduled to begin by mid-May 2001. Construction completion is anticipated by mid-November 2000.

11. *Permit Tracking Software*

Staff is working on acquiring and implementing permit tracking software and as well as providing staff training. We hope to have the software in place by August.

12. *Applications and Handouts/Brochures*

Approximately half of the development assistance brochures have been published to date, including a Sign Permit and brochure, Reasonable Use Permit, Sensitive Area Affidavit, etc.

13. *Hire Associate Planner and Plans Examiner*

An associate planner has recently been hired who will provide current planning support in processing development permit. Recruitment is currently underway for the Building Division's a Plans Examiner who will process building permit applications and manage the Division's "Basics" program.

14. *Revise Planning Fees and Administrative Procedures*

Staff is working to develop and implement a "rate structured" permit fee schedule based upon updated administrative procedures for review of development permit applications. This is about 25% completed.

***15. Comprehensive Plan - Land Use and Population Analysis
and Land Use/Conservation and Transportation Elements***

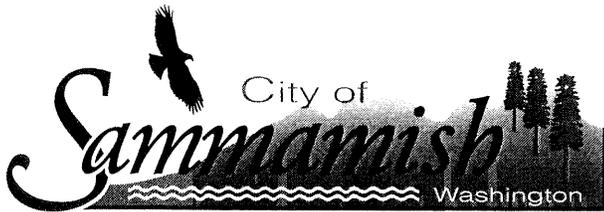
A preliminary population forecast for a 20-year planning horizon is approximately 20% completed. The City has been working with a consultant — EDAW, Inc. We are also in the process of forming a Building Code Appeals Board to hear appeals related to Building Code decisions. We anticipate to have this board appointed sometime in June.

16. Staffing of Department

A recreation coordinator has recently been hired who will work with the Youth Commission and serve as primary contact with area schools in developing interlocal agreements for use of facilities. In addition, this person will be coordinating numerous summer parks and recreation events. A parks resource supervisor has also been hired who will focus on maintaining and managing all City park resources including parks, open space parcels, trails and any assigned streetscapes or public landscapes.

17. Youth Commission

The City is looking to form a group of twenty-five 8th to 12th graders, to unite youth, adults and government in forming a relationship that promotes equality and mutual respect, as well as to create integral activities that lead to a stronger community. Activities might include volunteering, leadership training, and team building experiences. Staff hopes to be working with this new commission by mid-June.



486 - 228th AVENUE NE, SAMMAMISH, WASHINGTON 98074 • PHONE 425-898-0660 • FAX 425-898-0669

New Staff Hiring as of April 23, 2001

As you may have noticed, April 2001, has brought us new members to the City of Sammamish team:

Lyman Howard was selected as our new Finance Director.
Bradford Davis joins us as Community Development's new Associate Planner.
Colleen Hawkins is the Public Works Department's new Administrative Assistant.
Lynne Handlos is the Parks/Recreation Department's new Recreation Coordinator.

Mike Farrell will join us next week as the Parks/Recreation Department's new Park Resource Supervisor.
Stephen Chen will also be on board next week as the Public Works Department's new Associate Engineer.

In April, the City Council also approved two new positions in Administration:
Assistant City Manager and Executive Secretary.

Lola Nelson-Mills has been selected to fill the Executive Secretary position.
The selection process for the new Assistant City Manager will begin May 1, 2001.

We are continuing to advertise for a Plans Examiner and Code Enforcement Officer for the Community Development Department. We will also begin the process to hire an Administrative Assistant for Community Development and two more maintenance workers for the Maintenance Department.

Please take time to welcome new staff. I appreciate your patience and assistance as we attempt to accommodate staff in an already full facility.


Ben Yazici, City Manager

Please join in the planning for the proposed

Sammamish SKATE PARK

Workshop #1

Skatepark Introduction & Concept Design

Tuesday, May 1, 2001

Workshop #2

Concept Plans & Preferred Concept Design

Tuesday, May 15, 2001

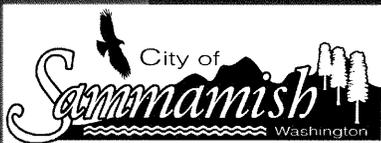
Workshop #3

Refinement of the Preferred Concept Design

Thursday, June 7, 2001

All workshops are 7:00-9:00 p.m.
at the Eastlake High School Commons

If you are interested in the location
or in helping to design the proposed
Skate Park here in Sammamish,
please attend these workshops.



Sponsored by the Sammamish Parks & Recreation Dept.
For more information, call Jeff Watling, 425-836-7909