



# City Council, Regular Meeting

## AGENDA

### Revised

June 3, 2014

6:30 pm – 9:30 pm  
Council Chambers

#### Call to Order

#### Roll Call

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations/Proclamations

#### Public Comment

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

#### Consent Agenda

- Payroll for the period ending May 15, 2014 for pay date May 20, 2014 in the amount of \$ 289,867.12
- 1. **Approval:** Claims for period ending June 3, 2014 in the amount of \$ 530,817.07 for Check No. 37597 through 37690
- 2. **Resolution:** 2014/2015 Sammamish Youth Board (SYB) Appointments
- 3. **Resolution:** Amending the City's Personal Leave Without Pay policies to encompass changes in Washington State law which requires local jurisdictions to afford employees up to two days unpaid leave for reasons of faith or conscience.
- 4. **Interlocal:** North East Sammamish Sewer & Water District/Sammamish Landing Parking Lot
- 5. **Interlocal:** Community Development Block Grant/King County
- 6. **Contract:** Fourth of the Plateau Fireworks/Wolverine West Fireworks
- 7. **Amendment:** SE 14<sup>th</sup> Street Extension Project Design/Blueline Group
- 8. **Approval:** Postal Expenses for Newsletter Delivery to Klahanie
- 9. **Approval:** A Regional Coalition for Housing (ARCH) Funding

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

## **Public Hearings**

10. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Imposing A Moratorium On The Establishment Of Certain Marijuana-Related Facilities; Defining Said Certain Marijuana-Related Facilities; Entering Legislative Findings; Providing For Severability; And Establishing An Effective Date
  
11. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Prohibiting The Establishment, Location, Operation, Licensing, Maintenance Or Continuation Of Medical Marijuana Collective Gardens; Providing For Severability; And Establishing An Effective Date
  
12. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Relating To Temporary Homeless Encampment Regulations And Specifically Amending Exhibit A To SMC Section 20.05.020; Amending SMC Chapter 21A.15; Amending SMC Section 21A.70.010; Adopting A New SMC Section 21A.70.195; Providing For Severability; And Establishing An Effective Date

**Unfinished Business** - None

**New Business** - None

## **Council Reports**

## **City Manager Report**

- **Memo:** Community and Aquatic Center Update

**Executive Session** – Personnel issue pursuant to RCW 42.30.110(1)(g)

## **Adjournment**

## AGENDA CALENDAR

<b>June 2014</b>			
Tues 06/10	6:30 pm	Study Session/Joint Meeting w Parks Commission	Presentation: Parks Department Report Discussion: Big Rock Park Master Plan Discussion: Reard/Freed House Vision Discussion: Parks Capital Improvement Plan (CIP)
Mon 06/16	6:30 pm	Regular Committee of the Whole Meeting	
Tues 06/17	6:30 pm	Regular Meeting	Public Hearing: Resolution Adopting Six Year TIP Public Hearing: SE 7 <sup>th</sup> Street Vacation Public Hearing: Ordinance: Second Reading Moratorium Recreational Marijuana Public Hearing/Ordinance: Second Reading Collective Garden Ban Resolution: Appointment Member to Beaver Lake Management District Contract: Asset Management Implementation/Geo Engineers Contract: 228 <sup>th</sup> Avenue ITS/ Approval: Big Rock Park Master Plan
<b>July 2014</b>			
Tues 07/01	6:30 pm	Regular Meeting	Ordinance: Second Reading Homeless Encampments
Mon 07/07	4:30 pm	Joint Meeting	City of Issaquah
Tues 07/08	6:30 pm	Study Session	Lake Sammamish Urban Wildlife Designation Mountains to Sound Greenway Discussion: Eastside Fire & Rescue Non-Profit formation
Mon 07/14	6:30 pm	Regular Committee of the Whole Meeting	
Tues 07/15	6:30 pm	Regular Meeting	Contract: East Sammamish Park Foul Ball Nets/TBD (consent) Financial Update: Budget revenue forecast
<b>August 2014</b>			
<b>Sept 2014</b>			
Tues 09/02	6:30 pm	Regular Meeting	Resolution: EF & R Interlocal Amendment  Resolution: Approval of Eastside Fire & Rescue Interlocal Amendment
Tues 09/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	Budget study session: Preliminary budget overview. Department discussions
Mon 09/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 09/16	6:30 pm	Regular Meeting	Proclamation: National Recovery Month Budget study session: Departments
<b>October 2014</b>			
Tues 10/07	6:30 pm	Regular Meeting	Budget study session: Departments
Tues 10/14	6:30 pm	Study Session	Discussion: Public Works Standards Budget study session: Departments and Council changes
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 10/21	6:30 pm	Regular Meeting	Budget study session: (if needed)
<b>Nov 2014</b>			

Tues 11/04	6:30 pm	Regular Meeting	Public Hearing: 1 <sup>st</sup> Reading Property Tax Levy Ordinance Public Hearing: 1 <sup>st</sup> Reading 2015-2016 Budget Ordinance Resolution: 2015 Fee Schedule Resolution: 2015 Salary Schedule Resolution: 2015 Medical Premium Co-pay percent
Tues 11/11	6:30 pm	Study Session	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Public Hearing: 2 <sup>nd</sup> Reading Property Tax Levy Ordinance Public Hearing: 2 <sup>nd</sup> Reading 2015-2016 Budget Ordinance
<b>Dec 2014</b>			
Tues 12/02	6:30 pm	Regular Meeting	
Tues 12/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 12/16	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise Big Rock Park Master Plan Parks Impact Fee Rate Adjustment		Update: Eastlake Sammamish Trail	SE 14 <sup>th</sup> Street Improvements Connectivity

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

<< May

## June 2014

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	5 6:30 p.m. Planning Commission Meeting	6	7 2 p.m. TeenFest
8	9	10 6:30 p.m. City Council Study Session	11 4 p.m. Farmers Market 6 p.m. Sammamish Youth Board Meeting	12	13	14 12 p.m. Lifeguard Season Begins
15	16 6:30 p.m. Arts Commission Meeting 6:30 p.m. Committee of the Whole	17 6:30 p.m. City Council Meeting	18 4 p.m. Farmers Market	19 6:30 p.m. Planning Commission Meeting	20	21 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Walks at Tiger Mountain
22	23	24	25 2 p.m. Finance Committee Meeting 4 p.m. Farmers Market	26	27	28
29	30					

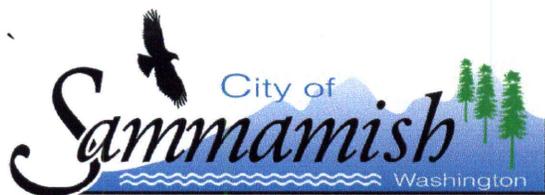
If you are looking for facility rentals, please click [here](#).

<< June

## July 2014

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. City Council Meeting	2 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	3	4 Independence Day City offices closed 12 p.m. Fourth on the Plateau	5
6	7 4:30 p.m. Joint Meeting with Issaquah City Council	8 12 p.m. Kiwanis KidsFirst! 6:30 p.m. Study Session	9 4 p.m. Farmers Market	10 6 p.m. Concerts in the Park 6:30 p.m. Planning Commission Meeting	11	12
13	14 3:30 p.m. Finance Committee Meeting 4:30 p.m. Joint Meeting with City of Issaquah	15 12 p.m. KCLS sponsored Kiwanis KidsFirst! 6:30 p.m. City Council Meeting	16 4 p.m. Farmers Market	17 6 p.m. Concerts in the Park	18	19 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Children's Walk at Big Rock 7 p.m. Shakespeare Plays
20	21 6:30 p.m. Arts Commission Meeting	22 12 p.m. Kiwanis KidsFirst!	23 4 p.m. Farmers Market	24 6 p.m. Concerts in the Park 6:30 p.m. Planning Commission Meeting	25	26 7 p.m. Shakespeare Plays
27	28	29 12 p.m. KCLS sponsored Kiwanis KidsFirst!	30 4 p.m. Farmers Market	31 6 p.m. Concerts in the Park		



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** May 29, 2014  
**RE:** Claims for June 3, 2014

\$ 54,985.72  
 31,768.00  
 3,545.95  
 35,377.44  
 402,438.42  
 2,701.54

Barker Rinker Seacat	\$103,954.91	Community & Aquatic Center - April 2014
Santana Trucking	\$33,204.31	Evans Creek Preserve Phase 1B
RRJ Company	\$30,160.09	Neighborhood Traffic Mgmt - May 2014
City of Issaquah	\$30,000.00	Annexation Analysis
LPD Engineering	\$29,590.90	Sammamish Landing Phase 2 Parking Lot
Eversons Econo Vac	\$20,469.67	Vactoring & Cleaning - May 2014
Gray & Osborne	\$19,106.08	NPDES Stormwater Basemapping - April 2014
Kinig County Finance	\$13,703.40	Road Services & Jail Contract April 2014
Top to Bottom Janitorial	\$10,300.83	Janitorial - May 2014

**TOTAL \$ 530,817.07**  
**Checks # 37597 - 37690**

54,985.72 +  
 31,768.00 +  
 3,545.95 +  
 35,377.44 +  
 402,438.42 +  
 2,701.54 +  
 530,817.07G+

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/20/2014 - 9:31 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37597	05/20/2014	ANI	ANI Administrators NW Inc	1,652.55	37,597
37598	05/20/2014	CHAP13	Chapter 13 Trustee	280.00	37,598
37599	05/20/2014	ICMA401	ICMA 401	40,685.23	37,599
37600	05/20/2014	ICMA457	ICMA457	9,356.48	37,600
37601	05/20/2014	PSE	Puget Sound Energy	2,719.46	37,601
37602	05/20/2014	WASUPPOR	Wa State Support Registry	292.00	37,602
				54,985.72	
Check Total:					

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/22/2014 - 3:10 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37603	05/23/2014	LWSD	Lake Washington School Dist	31,510.00	37,603
37604	05/23/2014	LUX	Eric Lux	129.00	37,604
37605	05/23/2014	MEEKS	Clay Meeks	129.00	37,605
				31,768.00	
Check Total:				31,768.00	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/22/2014 - 3:49 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37606	05/23/2014	IMPERIAL	Imperial Demolition & Earthworks	3,545.95	37,606
				3,545.95	
Check Total:				3,545.95	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/28/2014 - 9:00 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37607	05/28/2014	AMEX	American Express	145.02	37,607
37608	05/28/2014	WAEMP	State of Wa Employment Security Dep	16,167.85	37,608
37609	05/28/2014	US BANK	U. S. Bank Corp Payment System	19,064.57	37,609
				Check Total:	35,377.44

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/28/2014 - 3:41 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37610	06/03/2014	ALLWEST	Allwest Underground, Inc.	967.98	37,610
37611	06/03/2014	ALTUS	Altus Traffic Management	2,039.76	37,611
37612	06/03/2014	APEXPRES	Richard Miller	7,665.00	37,612
37613	06/03/2014	AT&TMOBI	AT&T Mobility	61.39	37,613
37614	06/03/2014	ATOMIC	Atomic Art Services, Inc	270.00	37,614
37615	06/03/2014	AWC	Association of Wa Cities	7,621.23	37,615
37616	06/03/2014	BACKGROU	Background Source Intl	104.00	37,616
37617	06/03/2014	BCC	Bellevue College Continuing Ed	395.12	37,617
37618	06/03/2014	BRICKMAN	Brickman Group Ltd LLC	5,781.05	37,618
37619	06/03/2014	BRS	Barker Rinker Seacat Architecture	103,954.91	37,619
37620	06/03/2014	CADMAN	Cadman, Inc.	275.33	37,620
37621	06/03/2014	CDW	CDW Govt Inc	5,037.55	37,621
37622	06/03/2014	CENTLIN2	Century Link	239.80	37,622
37623	06/03/2014	COMATTRI	Community Attributes Inc	5,793.75	37,623
37624	06/03/2014	COMCAST2	COMCAST	141.77	37,624
37625	06/03/2014	DAY	Day Wireless Systems	87.60	37,625
37626	06/03/2014	DEERE	John Deere Landscapes	4,120.40	37,626
37627	06/03/2014	ENGBUS	Engineering Business Systems Inc	1,227.50	37,627
37628	06/03/2014	EVANS	David Evans & Associates, Inc	1,462.00	37,628
37629	06/03/2014	EVERETTS	Everett Steel, Inc	138.06	37,629
37630	06/03/2014	EVERFORD	Evergreen Ford	1,450.44	37,630
37631	06/03/2014	EVERSONS	Everson's Econo Vac, Inc.	20,469.67	37,631
37632	06/03/2014	FASTENAL	Fastenal Industrial Supplies	1,042.98	37,632
37633	06/03/2014	FRANK	Murray Franklyn	2,212.00	37,633
37634	06/03/2014	GALT	John E. Galt	697.50	37,634
37635	06/03/2014	GEREND	Donald Gerend	1,411.30	37,635
37636	06/03/2014	GRAYOS	Gray & Osborne, Inc.	19,106.08	37,636
37637	06/03/2014	HDFOWL	H. D. Fowler Company	1,591.11	37,637
37638	06/03/2014	ICMA	ICMA	1,345.64	37,638
37639	06/03/2014	IMPACT	Nathan Boessler	1,000.00	37,639
37640	06/03/2014	IPS	Integrated Print Solutions, Inc	3,988.20	37,640
37641	06/03/2014	ISSCITY	City Of Issaquah	30,000.00	37,641
37642	06/03/2014	ISSIGNS	Issaquah Signs	561.74	37,642
37643	06/03/2014	JENSENJO	Joshua Jensen	50.00	37,643
37644	06/03/2014	JIRSA	Barbara Jirsa	126.68	37,644
37645	06/03/2014	KINGFI	King County Finance A/R	13,703.40	37,645
37646	06/03/2014	KOEHNEN	Amy Koehnen	36.96	37,646
37647	06/03/2014	LAKESIDE	Lakeside Industries	6,040.85	37,647
37648	06/03/2014	LPD	LPD Engineering PLLC	29,590.90	37,648
37649	06/03/2014	MINUTE	Mike Immel	60.54	37,649
37650	06/03/2014	NC MACH	NC Machinery Co	3,157.71	37,650
37651	06/03/2014	NWCASC	Northwest Cascade, Inc.	544.10	37,651
37652	06/03/2014	ONSITEFI	On Site Fitness, LLC	766.50	37,652
37653	06/03/2014	PACPLANT	Pacific Plants	740.49	37,653
37654	06/03/2014	PACSOIL	Pacific Topsoils, Inc	318.43	37,654
37655	06/03/2014	PAPE	Pape Machinery Exchange	2,455.54	37,655
37656	06/03/2014	PARTWORK	The Part Works, Inc	1,476.73	37,656
37657	06/03/2014	PRECCON	Precision Concrete Cutting	6,963.17	37,657
37658	06/03/2014	RAINIER	Rainier Wood Recyclers Inc	298.09	37,658
37659	06/03/2014	REDSIGNS	Redmond Signs	274.58	37,659

Check	Date	Vendor No	Vendor Name	Amount	Voucher
37660	06/03/2014	RJTHOMAS	R J Thomas Mfg Co Inc	925.00	37,660
37661	06/03/2014	ROCKMT	Rock Mountain Products LLC	65.15	37,661
37662	06/03/2014	RODDA	Rodda Paint	210.04	37,662
37663	06/03/2014	RRJ	RRJ Company LLC	30,160.09	37,663
37664	06/03/2014	RTC	Renton Technical College	640.59	37,664
37665	06/03/2014	SAGAUDIO	SAG Audio and Staging	1,708.20	37,665
37666	06/03/2014	SAM	Sammamish Plateau Water Sewer	1,890.49	37,666
37667	06/03/2014	SAMCHAMB	Sammamish Chamber of Commerce	120.00	37,667
37668	06/03/2014	SANTANA	Santana Trucking & Excavating Inc	33,204.31	37,668
37669	06/03/2014	SB&MAC	Stewart MacNichols & Harmell Inc	6,110.00	37,669
37670	06/03/2014	SEQUOYAH	Scquoyah Electric, LLC	1,750.84	37,670
37671	06/03/2014	SHERWIN	Sherwin-Williams Company	13.74	37,671
37672	06/03/2014	SPRAGUE	SPRAGUE	362.17	37,672
37673	06/03/2014	STAPLES	Staples Advantage	2,216.16	37,673
37674	06/03/2014	STUDIOH	Studio H LLC	292.58	37,674
37675	06/03/2014	SUNBELT	Sunbelt Rentals	296.96	37,675
37676	06/03/2014	SWIFTTRE	Swift Tree Care	1,533.00	37,676
37677	06/03/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	37,677
37678	06/03/2014	ULINE	ULINE	2,198.15	37,678
37679	06/03/2014	UNITRENT	United Rentals NA, Inc	3,249.07	37,679
37680	06/03/2014	VIBRANT	Vibrant Plants, Inc.	546.95	37,680
37681	06/03/2014	WAAUDIT	Wa State Auditor's Office	1,123.23	37,681
37682	06/03/2014	WAREV	Wa State Dept of Revenue	313.61	37,682
37683	06/03/2014	WATRACTO	Washington Tractor	270.12	37,683
37684	06/03/2014	WATSONSE	Watson Security	253.49	37,684
37685	06/03/2014	WAWORK	Washington Workwear Stores Inc	246.06	37,685
37686	06/03/2014	WHPACIFI	WH Pacific, Inc.	2,971.95	37,686
37687	06/03/2014	ZEE	Zee Medical Service	481.17	37,687
37688	06/03/2014	ZUMAR	Zumar Industries, Inc.	118.94	37,688
				402,438.42	
Check Total:					

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 5/29/2014 - 9:20 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37689	06/03/2014	ISSCITY	City Of Issaquah	2,646.10	37,689
37690	06/03/2014	FRKUSKA	Linda Frkuska	55.44	37,690
				Check Total:	2,701.54



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Subject:** Resolution to appoint members to the 2014-15 Sammamish Youth Board

**Action Required:** Approve resolution appointing the 2014-15 Youth Board members

**Exhibits:** 1. Resolution

**Budget:** Less than \$5k annually

**Summary Statement:**

The City of Sammamish is committed to providing a voice for local youth and teens. The Sammamish Youth Board (SYB) was developed to be that voice and give youth a chance to assist in the development of programs and services focused on their age group.

61 area youth applied for positions on the 2014-15 Youth Board. All applications were reviewed and evaluated by the seven-member leadership committee of the current Youth Board and a member of the staff. These applications are available for review.

Due to the high quality and sincere interest of this year's applicants, the recommendation from the review team is to accept all applicants. This includes the current members who reapplied (a total of 37 applicants) and 24 new applications.

**Background:**

Council has appointed the new SYB members each June for the upcoming school year. In the 2013-14 school year, SYB consisted of 74 members and the year prior there were 63 members.

**Financial Impact:**

The operational budget for the SYB is comprised of funds from the Recreation division, Youth Board fundraising efforts and program fees. The budget for youth board activities is less than \$5,000 annually.

**Recommended Motion:**

Approve the resolution and appoint the recommended Sammamish youth and teens to the 2014-2015 Sammamish Youth Board.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2014-**

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

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

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

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

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

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

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

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 61 students to the 2014-2015 Sammamish Youth Board:

<u>Name</u>		<u>School</u>	<u>Grade</u>
Shirley	Hu	Pine Lake Middle School	8
Alison	Langer	Pine Lake Middle School	8
Rayan	Krishnan	Redmond Middle School	8
Tanaya	Sardesai	Redmond High School	9
Afeef	Sheikh	Redmond High School	10
Divya	Puvvadi	Skyline High School	10
Trevor	Rogerson	Skyline High School	10
Julia	Hong	Skyline High School	9

Exhibit 1

<u>Name</u>	<u>School</u>	<u>Grade</u>
Kunal Gupta	Skyline High School	10
Ashmi Chakraborty	Skyline High School	12
Kartik Mahajan	Skyline High School	9
Vidhi Singh	Skyline High School	10
Nishu Chakrapani	Skyline High School	9
Erika Kumar	Skyline High School	10
Gautam Narayan	Skyline High School	9
Sophia Hu	Skyline High School	11
Camryn Staggs	Skyline High School	11
Gordon Hu	Skyline High School	11
Jack Yang	Skyline High School	12
Hari Rajan	Skyline High School	11
Maddie McGregor	Skyline High School	11
Alexa Christianson	Skyline High School	12
Kevin Zhao	Skyline High School	12
Hussain Miyaziwala	Skyline High School	9
Nihar Mahajan	Skyline High School	11
Alexis Langer	Skyline High School	9
Eddie Sminina	Skyline High School	11
Cindy Zhao	Skyline High School	8
Varun Damodarasamy	Skyline High School	10
Maya Rajavel	Skyline High School	8
Komal Yadav	Skyline High School	9
Vianna Christianson	Skyline High School	10
Nanda Aneesha	Eastlake High School	12
Mike Jors	Eastlake High School	11
Siddhant Jain	Eastlake High School	9
Jack Senegor	Eastlake High School	12
Jason Orr	Eastlake High School	10
Katherine Riveness	Eastlake High School	10
Connor Ehlers	Eastlake high School	9
Nick Bawa	Eastlake High School	9
Claire Perez	Eastlake High School	11
Sruthi Sundaresan	Eastlake High School	12
Angela Zou	Eastlake High School	11
Akanksha Bawa	Eastlake High School	11
Colin James	Eastlake High School	10

Exhibit 1

Nicolas	Wong	Eastlake High School	12
Kaylee	Sheffels	Eastlake High School	10
Marie	Bentler	Eastlake High School	11
Ishanie	Choudhury	Eastlake High School	12
Tessa	Woerner	Eastlake High School	9
Elias	Toussaint	STEM High School	10
Catherine	Yao	STEM High School	11
Sabreen	Mohammed	STEM High School	11
Warisha	Soomro	STEM High School	12
Kate	Holzauer	STEM High School	11
Harmony	Lebovic	Lakeside High School	10
Prithvi	Ranjan	Lakeside High School	9
Chris	Chen	The Overlake School	10
Tinuola	Dada	Eastside Catholic High School	12
Erich	Liang	Interlake High School	9
Elle	Holzauer	International Community School	10

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

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

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 29, 2014

Passed by the City Council:

Resolution No.: R2014- \_\_\_\_



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 29, 2014

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** A Resolution amending the City's Personal Leave Without Pay policies to encompass changes in Washington State law which requires local jurisdictions to afford employees up to two days unpaid leave for reasons of faith or conscience.

**Action Required:** Adoption of Resolution

**Exhibits:**

1. Resolution

**Budget:** N/A

**Summary Statement:** This Resolution would amend provisions of the **Employee Handbook and the Personnel Procedures Manual** to encompass a change in Washington State law which requires local jurisdictions in the State of Washington to afford employees up to two days of unpaid leave per year for reasons of faith or conscience.

**Background:** This is a housekeeping item to remain compliant with Washington State law. The Washington State Legislature enacted SSB 5173 during the 2014 legislative session. The law, which takes effect on June 12, 2014, requires political subdivisions of the State to afford its employees up to two days of unpaid leave per calendar year for religious purposes. These amendments to the City of Sammamish's Leave of Absence policies as reflected in the Employee Handbook and the Personnel Procedures Manual to bring the City of Sammamish into compliance with this change in State law.

**Recommended Changes:** Staff recommends that Section 8.3 of the **Employee Handbook** be amended to read as follows:

### 8.3 LEAVE WITHOUT PAY

The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. *The City Manager shall grant leaves of absence without pay in cases required by state or federal law.*



## City Council Agenda Bill

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Staff also recommends that the following sections **Personnel Procedure Manual** be amended:

### **Personnel Procedure 018.01.12, section 1.0**

The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. *The City Manager shall grant leaves of absence without pay in cases required by state or federal law.*

### **Personnel Procedure 018.01.12, section 1.1.2**

Non-Medical Leave: Unpaid leave time may be used for personal or family situations **after** vacation accrual has been exhausted *or in accordance with state and federal guidelines.* (Sick leave accruals may not be used for non-medical leaves of absence.)

### **Personnel Procedure 018.01.12, section 1.2**

Under no circumstances may an employee use a leave of absence to work for another employer or to pursue self-employment. ~~Leaves are designed to accommodate employees who have critical personal situations only.~~

**Financial Impact:** N/A

**Recommended Motion:** Move to adopt Resolution \_\_\_\_ A Resolution allowing employees up to two days of unpaid leave per year for reasons of faith or conscience.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2014-\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL AMENDING THE EMPLOYEE HANDBOOK  
AND PERSONNEL PROCEDURE MANUAL TO COMPLY  
WITH WASHINGTON STATE LAW**

WHEREAS, the Washington State Legislature enacted Substitute Senate Bill 5173 requiring political subdivisions in the State of Washington, including the City of Sammamish, to afford employees up to two days of unpaid leave per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, and

WHEREAS, the new law takes effect on June 12, 2014, and

WHEREAS, the City of Sammamish wishes to amend its Personal Leave Without Pay policies to encompass the new State law.

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

SECTION 1, Employee Handbook

Section 8.3 of the City's Employee Handbook, as amended, shall be amended as follows:

**8.3 LEAVE WITHOUT PAY**

The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. *The City Manager shall grant leaves of absence without pay in cases required by state or federal law.*

Section 2, Personnel Procedure Manual

Personnel Procedure 018.01.12, section 1.0, of the City's Personnel Procedure Manual, as amended, shall be amended as follows:

The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. *The City Manager shall grant leaves of absence without pay in cases required by state or federal law.*

Exhibit 1

Personnel Procedure 018.01.12, section 1.1.2, of the City's Personnel Procedure Manual, as amended, shall be amended as follows:

Non-Medical Leave: Unpaid leave time may be used for personal or family situations **after** vacation accrual has been exhausted *or in accordance with state and federal guidelines*. (Sick leave accruals may not be used for non-medical leaves of absence.)

Personnel Procedure 018.01.12, section 1.2, of the City's Personnel Procedure Manual, as amended, shall be amended as follows:

Under no circumstances may an employee use a leave of absence to work for another employer or to pursue self-employment. ~~Leaves are designed to accommodate employees who have critical personal situations only.~~

**ADOPTED BY THE CITY COUNCIL AT THEIR MEETING THEREOF ON THE \_ DAY OF \_\_\_\_, 2014.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED

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

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Exhibit 1

Filed with the City Clerk: May 28, 2014  
Passed by the Council:  
Resolution No: R2014-\_\_\_\_\_

## Exhibit 1



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Interlocal Agreement with Northeast Sammamish Sewer and Water District for Water service at Sammamish Landing Park

**Action Required:** Authorize the City Manager to execute an Interlocal Agreement with Northeast Sammamish Sewer and Water District for water service at Sammamish Landing Park

**Exhibits:** 1. Interlocal Agreement Permitting Construction of Service Stubs

**Budget:** Estimated fees of \$3,500

**Summary Statement:**

Northeast Sammamish Sewer and Water District (NESSWD) has requested an agreement be executed with the City allowing the reclamation of fees to be incurred in the review and inspection of a new water service connection for the Sammamish Landing Parking and Pedestrian Access Improvements.

The City has plans to provide irrigation for Sammamish Landing Park. New water service will be required to maintain the park landscaping and lawn, as well as parking lot vegetation and temporary irrigation for wetland mitigation plantings. The construction plans will also provide sleeves and stub outs for future potable water and sewer connection should a restroom be constructed at a later time.

**Background:**

At the December 10, 2013 City Council Meeting, the City Manager was authorized to negotiate and enter into a contract not to exceed \$150,000 to complete the design of parking lot and pedestrian access to serve Sammamish Landing. On March 11, 2014, Council approved a design contract with LPD Engineering.

**Financial Impact:**

NESSWD will invoice the City for costs, estimated to be \$3,500, for inspection, legal and engineering review.

**Recommended Motion:**

Move to authorize the City Manager to execute an Interlocal Agreement with Northeast Sammamish Sewer and Water District for water service at Sammamish Landing Park.



AGREEMENT PERMITTING CONSTRUCTION OF SERVICE(S)/STUB(S)  
Northeast Sammamish Sewer and Water District

THIS AGREEMENT is made and entered into between NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT OF KING COUNTY ("District"), a municipal corporation, and

\_\_\_\_\_, a Washington  
\_\_\_\_\_, ("Owner"):

RECITALS:

A. Whereas the undersigned Owner desires to construct one or more water services or sewer stubs or tees (collectively "Stub") to be connected to a District sewer and/or water line of District located in City of Sammamish("City") right-of-way in order to provide utility service to Owner's property and District agrees to allow such connection on the following terms and conditions. Now, therefore,

The parties hereto do hereby agree as follows:

1. Permission. Upon payment of the fee and deposit required in section 3 below, Owner may construct the Stub and connect the Stub to District's sewer and/or water main in strict accordance with the Permit and the terms and conditions of this Agreement.

a. Construction. All construction shall strictly conform to District's standards and specifications. Owner acknowledges receipt of a copy of the same. All construction shall be subject to inspection by District and shall remain uncovered until the inspection is completed.

## Exhibit 1

b. Approved Contractors. The construction will only be performed by a contractor approved by the District. Contractor must file an insurance certificate with District in the face amount of One Million Dollars (\$1,000,000) (occurrence basis general liability) naming the District, City of Sammamish, and the Water & Sewer Risk Management Pool as additional named insureds.

2. Indemnity. Owner agrees to defend, indemnify, and hold District harmless from all claims and liabilities arising out of 1) the construction permitted under this agreement; 2) all acts and omissions of the contractor installing the Stub; and 3) all other claims and liabilities arising from or out of the construction of the Stub except to the extent caused by District's sole negligence.

In the event City requires or demands that District perform restoration or any other work in conjunction with the construction of the Stub, and Owner fails to complete the same within forty-eight (48) hours of facsimile or telephone notice to Owner at the telephone and fax numbers set forth below, District may complete the same at Owner's expense and Owner shall pay District the total costs of such work upon billing by District.

3. Fees and Costs. Owner agrees to:

a. Pay all District costs incurred by District in conjunction with this agreement including without limitation, all inspection costs, legal and engineering costs; and

b. Promptly remit payment on costs invoiced by the District. Costs are estimated to be approximately \$3,500.

4. Bill of Sale. Upon completion of construction, Owner will transfer, in a form acceptable to District, the service, stub or tee to District without cost or other condition. Owner will provide District of an accounting of the cost of the facilities being transferred.

Exhibit 1

5. Commencement and completion. Owner agrees that the project will start on or before \_\_\_\_\_ and be completed on or before \_\_\_\_\_. If construction of the Stub is not completed before such date, no further construction shall occur until an extension, with conditions as District determines in its sole discretion, is granted or a new agreement is executed.

6. Status. The parties shall not be construed to be partners, joint ventures, or agents of each other for any purpose. District shall have no liability to any contractor, subcontractor or materialman.

7. Agreement. This Agreement 1) represents the entire agreement of the parties hereto; 2) may not be modified except in writing signed by both parties; and 3) may not be waived by District, in whole or in part, except in writing.

8. Warranty. Before commencing construction, Owner warrants the Stub and all workmanship and materials utilized in its construction for a period of two years from the date of its acceptance by District.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Owner  
\_\_\_\_\_

Northeast Sammamish Sewer and  
Water District of King County  
By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Title \_\_\_\_\_

Exhibit 1

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the General Manager of Northeast Sammamish Sewer and Water District of King county that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporation seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY SEAL

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_.  
My Appointment Expires\_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me know to be the \_\_\_\_\_ of \_\_\_\_\_ the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY SEAL

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_.  
My Appointment Expires\_\_\_\_\_.



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 27, 2014

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Tri-annual Interlocal Agreement with King County related to the King County Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME Program) Consortia

**Action Required:** Motion to authorize the City Manager to sign the CDBG Program Interlocal Agreement with King County

**Exhibits:** Interlocal Agreement

**Budget:** N/A

**Summary Statement:** In 2005, 2008, and 2011 the City of Sammamish, through the efforts of ARCH (A Regional Coalition of Housing), entered into an Interlocal Agreement with King County regarding the collection and disbursement of Sammamish's share of CDBG (Community Development Block Grant) funds.

**Background:** The King County CDBG consortia agreements are three years in term that coincide with the three-year urban county qualification periods established by HUD (Housing and Urban Development) for CDBG and HOME Program urban county consortia. The agreements currently in place are for the 2012 – 2014 period, and are in need of updating for the 2015 – 2017 period. King County Code 24.13.010 sets out the three types of agreements used by the King County consortia. The type of agreement signed by jurisdictions in King County depends on the status of the jurisdiction with respect to HUD qualification. Sammamish qualifies for the following:

- **Regular CDBG Agreement** – This agreement is for cities that do not qualify for CDBG or HOME funds independently. The regular CDBG Agreement also covers participation in the HOME Consortium.

King County staff has worked with all of the participating jurisdictions in the last few months to ensure that there is agreement with the technical updates, and has received approval for the updated Agreements from the participating jurisdictions.

All ARCH cities are participants in the Interlocal CDBG program.



## City Council Agenda Bill

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**Financial Impact:** None

**Recommended Motion:** Motion to Authorize the City Manager to enter into the Interlocal Agreement with King County for the CDBG and HOME Program Agreements

**INTERLOCAL COOPERATION AGREEMENT  
REGARDING THE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the “County”) and the City of Sammamish, (hereinafter the “City”) said parties to this Agreement each being a unit of general local government in the State of Washington.

**WITNESSETH:**

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the “Act”), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as “CDBG”, for expenditure during the **2015, 2016 and 2017** funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development (“HUD”), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the King County Consortium Consolidated Housing and Community Development Plan (“Consolidated Plan”) by participating jurisdictions; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as “HOME Program”, and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as “ESG”, and to cooperate in undertaking ESG activities; and

## Exhibit 1

WHEREAS, King County shall undertake CDBG, ESG and HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, (“Consortium”), for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

### **I. GENERAL AGREEMENT**

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years **2015, 2016 and 2017** appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

### **II. DEFINITIONS**

- A. “JRC” means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.
- B. “CDBG Consortium Partners” means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.
- C. “Consolidated Plan” is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.

**III. GENERAL DISTRIBUTION OF FUNDS**

The distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the provisions below.

Planning and Administration

- A. The Administrative and Planning Set-asides for the CDBG and the HOME Programs, to be reserved by the County to meet the County’s responsibility to meet all HUD requirements for planning and administration, shall be the maximum allowable by HUD [currently twenty (20) percent of the CDBG funds available from the annual entitlement and twenty (20) percent of program income, and ten (10) percent of the HOME Program funds available from the annual entitlement and ten (10) percent of program income]. If the current percentages for CDBG and/or HOME administration and planning are changed at the federal level, the Consortium may allow the percentage retained by the County to change, following review and recommendation by the Joint Recommendations Committee (“JRC”), as provided in Section V, and approval by the Metropolitan King County Council, as provided in Section VI.

Public/Human Services

- B. The Human Services Set-aside of CDBG shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the CDBG annual entitlement and fifteen (15) percent of program income]. The Human Services Set-aside, including Housing Stability homeless prevention activities and other homeless activities, shall be determined by the CDBG Consortium Partners and approved by the JRC in the Consortium’s most current Consolidated Housing and Community Development Plan.

Housing Repair

- C. The Housing Repair Program Set-aside shall be twenty (20) percent of the funds available from the CDBG entitlement and twenty (20) percent of program income (this percentage is discretionary and not required or limited by HUD). The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium’s overall funding or need for housing repair that justifies an increase or decrease.

Remaining Capital Funding

- D. The remaining entitlement and program income funds, as well as any recaptured or prior year funds, shall be divided into two separate funds for the two sub-regions of the county: 1) north/east sub-region; and 2) south sub-region. The percentage split between the two funds shall be equal to the percentage of low to moderate-income population represented by each sub-region. Each sub-region may propose funding priorities and allocate portions of the sub-region’s funds to such priorities for separate competitive processes. Such competitive processes must be for eligible activities that are consistent with the King County Consortium Consolidated Housing and Community Development Plan. A sub-region may also

elect to allocate additional funds to the Consortium’s Housing Repair Program for the benefit of residents of the sub-region.

1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region’s share of the Consortium’s low to moderate-income population.

CDBG Guidelines to Address Programmatic Details:

- E. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

**IV. USE OF FUNDS: GENERAL PROVISIONS**

- A. Funds shall be used to support the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, ESG regulations at 24 CFR Part 576, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

**V. JOINT RECOMMENDATIONS COMMITTEE**

An inter-jurisdictional Joint Recommendations Committee (“JRC”) was established through the 2009 – 2011 CDBG/HOME Consortium Interlocal Cooperation Agreement and through King County Code Chapter 24.13, and is hereby adopted as part of this Agreement.

- A. Composition—The JRC for the CDBG/ESG/HOME Consortium shall be composed of three county representatives and eight cities representatives.
  1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.
  3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint Agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this Agreement.
  4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. For voting items of the Regular CDBG Consortium, in which only seven members may vote (those identified in sub-sections 1 and 2 of this section), four members shall constitute a quorum, made up of two King County representatives and two city representatives.
- B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.
- C. Powers and Duties—The JRC shall be empowered to:
1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.
  2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.
  3. Monitor and ensure that all geographic areas and actively participating jurisdictions benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of

the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC to the extent feasible.

- D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG, ESG and HOME Program funds, the JRC shall consider the advice of sub-regional inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

## **VI. RESPONSIBILITIES AND POWERS OF KING COUNTY**

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG, ESG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

- G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG, ESG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region to advise the JRC on the allocation of the sub-regional funds.
- I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG, ESG and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.
- K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.
- L. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.

**VII. RESPONSIBILITIES OF THE PARTICIPATING CITIES**

- A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.
- B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG, ESG and HOME Program contact person.
- C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG, ESG and HOME Program contact person. It may be the CDBG, ESG and HOME Program contact person, a different staff member, an elected official, or a citizen.
- D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.

- E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.
- F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.
- G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
  - 1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
  - 2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

**VIII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS**

- A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.
- B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.
- C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:
  - 1. A policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to sub-recipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions not limited to: statement of work; records and reports; program income; uniform administrative items; other program

requirements; conditions for religious organizations; suspension and termination; and reversion of assets.

- E. All participating units of local government understand that they may not apply for grants from appropriations under the federal Small Cities or State CDBG Programs during the period in which they participate in this Agreement.
- F. All participating units of local government understand that they may not sell, trade or otherwise transfer all or any portion of the urban county consortium CDBG funds to another metropolitan city, urban county unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- G. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and also understand that they are part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.
- H. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI.A. of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports. All participating units of local government acknowledge that the urban county consortium is prohibited from funding activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.
- I. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.
- J. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

**IX. GENERAL TERMS**

- A. This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development (HUD) in subsequent Urban County Qualification Notices. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, King County will notify each participating city in writing of its right not to participate, and a copy of King County's written notification will be sent to HUD by the date specified in the urban county qualification schedule. Each party to this Agreement must adopt amendments necessary to meet the requirements for cooperation agreements as set forth in the Urban County Qualification Notice applicable for a subsequent three-year county qualification period, and to submit such amendment to HUD, as provided in the notice. Failure to comply with the notice will void the automatic renewal for such qualification period.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall agree to comply with the policies, goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

## Exhibit 1

- F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement.

Exhibit 1

G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

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

\_\_\_\_\_  
for King County Executive

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

\_\_\_\_\_  
Adrienne Quinn

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

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

\_\_\_\_\_  
Director, Department of Community and  
Human Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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



# City Council Agenda Bill

**Meeting Date:** 06/03/2014

**Date Submitted:** May 28, 2014

**Originating Department:** Parks Rec

**Clearances:**

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

**Subject:** Contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau event.

**Action Required:** Authorize the City Manager to execute a contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau.

**Exhibits:** 1. Contract

**Budget:** 2014: \$25,000 for fireworks display  
(Recreation Division: Professional Services)

**Summary Statement:**

This authorization is for a fireworks display at the Fourth on the Plateau event. Wolverine West Fireworks is our recommended fireworks vendor based on cost, experience with similar events, quality of their previous shows, professional references from other municipalities and the number of fireworks effects their proposal includes. Wolverine put on a great show in 2010, 2011, 2012 and 2013 and we would like to work with them again.

For this year's show, our community center construction contract allows us to launch fireworks from virtually the same location we did last year. For 2015, we will work cooperatively with the contractor to identify a suitable location for the fireworks launch.

**Background:**

The Fourth on the Plateau event began in 2007 and has been a popular annual event drawing over 10,000 people each year to the Sammamish Commons. The fireworks display is a vital component of this event.

**Financial Impact:**

The total cost for the fireworks display is \$25,000.00 (including W.S.S.T.) This is consistent with the amount paid in 2013.

Microsoft is the event's Presenting Sponsor and their \$15,000 sponsorship helps to offset the cost of the fireworks.

**Recommended Motion:**

Authorize the City Manager to execute a contract with Wolverine West Fireworks for a total of \$25,000.00 for a fireworks display at the Fourth on the Plateau event.



**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Contractor: Wolverine West Fireworks

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Wolverine West Fireworks, hereinafter referred to as the "Contractor."

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

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

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

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

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit \_\_\_\_\_

A sum not to exceed: \$25,000

Other (describe): \_\_\_\_\_

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2014. The contract may be renewed for two (2) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

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

## Exhibit 1

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

7. **Indemnification.** 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. **Copyrights.** The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

### 9. **Insurance.**

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

#### **Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

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

#### **Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

## Exhibit 1

### **Other Insurance Provisions**

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

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

### **Verification of Coverage**

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

### **10. Record Keeping and Reporting.**

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

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

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

### **12. Termination.**

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

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

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

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

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

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

## Exhibit 1

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

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

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

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

City of Sammamish  
801- 228<sup>th</sup> Avenue SE  
Sammamish, Washington 98075  
(425) 295-0500

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

Wolverine West Fireworks  
PO Box 99095  
Seattle, WA 98139  
(206) 459-0917

20. **Applicable Law: Venue: Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

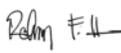
21. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Exhibit 1

CITY OF SAMMAMISH:

CONTRACTOR:

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

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

Digitally signed  
by Rodney Hash  
Date: 2014.05.07  
14:22:52 -07'00'

Title: City Manager

Title: Partner

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

Date: 5/7/14

Attest/Authenticated:

Approved As To Form:

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

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

**Exhibit A**  
City of Sammamish  
Scope of Service

**Wolverine West Fireworks**

PO Box 99095  
Seattle, WA 98139  
P: 206.459.0917 - F: 888.492.4902



**Display Fireworks • Consumer Fireworks • Pyro SpFx**

**2014 Sammamish Fourth on the Plateau**

Date: 7/4/14

Name	Cake Effects	Qty	Cake		1.75"	2.5"	3"	4"	5"	6"	8"	10"
			Cakes	Effects								
			26	1,918	0	132	500	285	0	0	0	0
<b>Multi-Shot Cakes</b>												
10X8's "Z" New Type Color Tails	80	1	1	80								
210's "X" Blue & Green Rhyme of Dancing	210	1	1	210								
10X11's "O" Pink & Sea Blue Tails	110	1	1	110								
15X10 Fan - 3 Pace 5x Crackling Mines to Crackling Crossette	150	1	1	150								
148's Asst. Chry/Whistle/Happy Stars	148	1	1	148								
49's Asst. Crossette, Peony w/Salute, Silver Whirl, Peony w/Coco & Crackling Coco w/Flower Tail	49	1	1	49								
49's Asst. Peony, Dahlia, Crackling w/Strobe, Brocade Crown	49	1	1	49								
49's Asst. Chrys, Crackling w/Crackling Tail, Salute	49	1	1	49								
49's Quick Colorful Salute	49	2	2	98								

Exhibit 1

**Wolverine West Fireworks**

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 Seattle, WA 98139  
 P: 206.459.0917 - F: 888.492.4902



**Display Fireworks • Consumer Fireworks • Pyro SpFx**

**2014 Sammamish Fourth on the Plateau**

**Date: 7/4/14**

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
100's Sea Blue & Orange & Grass Green Peony + Salute	100	1	26	1,918	0	132	500	285	0	0	0	0
100's New Type Crossette	100	1	1	100								
100's Gold Strobe Flower Tail/Brocade Crown Chrys	100	1	1	100								
2" 49's (9672-49D) Asst. Flower Crown & Crossettes	49	1	1	49								
100's (9672-100A) Asst. Glittering Tails to RWB Peony	100	1	1	100								
100's (9683-100A) Flower Crown Tails to Brocade Crown Chrys + Peony	100	1	1	100								
100's Happy New Years	100	1	1	100								
<b>Finale Cakes</b>												
2.5" 36's Color Peony w/Tail	36	1		36		36						
2.5" 36's Golden Willow	36	1		36		36						

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**2014 Sammamish Fourth on the Plateau**

Date: 7/4/14

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			26	1,918	0	132	500	285	0	0	0	0
2.5" 36's Pink & Grass Green Chry, 1/2 Blue 1/2 Red Peony, Sea Blue & Orange Peony, 1/2 Purple 1/2 Green Peony, Color Peony, Brocade Crown	36	1		36		36						
3" 25's Assorted Effects - Finale	25	1		25			25					
3" 25's Mix Shots - Finale	25	1		25			25					
3" 16's Pink Heart - Footprint - Purple Spiral Rings - Smiling Face - Pink Ring - Green Ring	16	2		32			50					
4" 16's Mix Shells - Finale	16	2		32				32				
4" 16's Red, Green, Glittering White & Gold Peony - Finale	16	2		32				32				
<b>Candles</b>												
2" Dancing Candle	8	3	3	24								
2" 8's Green Flashing Tail Candle	8	3	3	24								
2" 8's Time Rain Tail Candle	8	3	3	24								
<b>Comets</b>												

# Wolverine West Fireworks

PO Box 99095  
 Seattle, WA 98139  
 P: 206.459.0917 - F: 888.492.4902



**Display Fireworks • Consumer Fireworks • Pyro SpFx**

## 2014 Sammamish Fourth on the Plateau

Date: 7/4/14

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
3" Golden Tiger Tail (Golden Comet) - Pressed	X	3	26	1,918	0	132	500	285	0	0	0	0
<b>Finale Chains</b>												
3" Assorted Finale Shells w/Gold Tail - A (10/1)	10	2					20					
3" Assorted Finale Shells w/Gold Tail - B (10/1)	10	2					20					
3" R/W/B Salute Finale Chain (12/1)	12	3					36					
3" Golden Willow Finale Chain (10/1)	10	2					20					
4" Dahlias (Pink, Lemon, Aqua) Finale Chain (6/1)	6	4						24				
4" Yung Feng Nishiki Kamuro Niagara Falls Finale Chain (8/1)	8	2						16				
<b>Salutes</b>												
3" Super Peony (Ti Salute) w/Silver Tail	X	12					12					
3" Titanium Salute	X	12					12					

Exhibit 1

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 Seattle, WA 98139  
 P: 206.459.0917 - F: 888.492.4902



*Display Fireworks* • 
 *Consumer Fireworks* • 
 *Pyro SpFx*

**2014 Sammamish Fourth on the Plateau**

Date: 7/4/14

Name	Cake		Cakes	Cake									
	Effects	Qty		Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"	
3" Cylinder Salute	X	12	26	1,918	0	132	500	285	0	0	0	0	
<b>Peanut Shells</b>													
3" Gold Wave/Purple Wave	2	2				4							
3" Gold Wave Red/Gold Wave Green	2	2				4							
3" Palm Tree/Cherry Blossom w/Whistle	2	2				4							
4" Gold Wave/Purple Wave	2	3					6						
4" Gold Wave Red/Gold Wave Green	2	3					6						
4" Palm Tree/Cherry Blossom w/Whistle	2	3					6						
<b>Cylinder Shells</b>													
3" Green & Twinkling Gold Cyl.	X	2				2							
3" Palm w/Crackle Cyl.	X	2				2							
3" Gold Twinkler to Green & Purple Cyl.	X	2				2							
3" Green & Yellow to Silver Serpents Cyl.	X	2				2							

## Wolverine West Fireworks

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**Display Fireworks • Consumer Fireworks • Pyro SpFx**

### 2014 Sammamish Fourth on the Plateau

Date: 7/4/14

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			26	1,918	0	132	500	285	0	0	0	0
3" Purple & Whistles Cyl.	X	2					2					
4" Whistles & Stars Cyl.	X	2					2					
4" Fish & Whistles Cyl.	X	2					2					
<b>Ball Shells</b>												
2.5" Lidu Ball Asst. "A" w/Tails (12 Variety)	X	24				24						
3" Lidu Ball Asst. "A" w/Tails (36 Variety)	X	72				72						
3" Lidu Ball Asst. "B" w/Tails (36 Variety)	X	72				72						
3" Lidu Ball Asst. "C" w/Tails (36 Variety)	X	72				72						
3" Dancing Blue Chry w/Yellow Pistil	X	3				3						
3" Dancing Silver Chry w/Red Pistil	X	3				3						
3" Dancing Silver Chry w/Blue Pistil	X	3				3						
3" Dragon Head Asst.	X											

Exhibit 1

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**2014 Sammamish Fourth on the Plateau**

Date: 7/4/14

Name	Cake Effects	Qty	Cake									
			Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			26	1,918	0	132	500	285	0	0	0	0
3" DH Blue Peony w/Coconut Pistil	X	3					3					
3" DH Red Strobe	X	3					3					
3" DH Brocade Crown w/Blue	X	3					3					
3" DH Brocade Crown w/Red	X	3					3					
3" DH Silver Crackling	X	3					3					
3" Vulcan Brocade	X	3					3					
4" Lidu Ball Asst. "A" w/Tails (18 Variety)	X	36						36				
4" Lidu Ball Asst. "B" w/Tails (18 Variety)	X	36						36				
4" Lidu Ball Asst. "C" w/Tails (18 Variety)	X	36						36				
4" Dancing Asst Ball Shells	X	12						12				
4" Dancing Blue Dahlia	X	3						3				
4" Dancing Red Willow	X	3						3				
4" Dragon Head Asst.	X	12						12				
4" DH Red Wave w/Crackling	X	3						3				
4" DH Green Wave w/Crackling	X	3						3				
4" DH Red Strobe w/Blue Pistil	X	3						3				

## Wolverine West Fireworks

PO Box 99095  
 Seattle, WA 98139  
 P: 206.459.0917 - F: 888.492.4902



**Display Fireworks • Consumer Fireworks • Pyro SpFx**

### 2014 Sammamish Fourth on the Plateau

Date: 7/4/14

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
4" Hasu Asst.	<del> </del>	12	26	1,918	0	132	500	285	0	0	0	0
Totals			26	1,918	0	132	500	285	0	0	0	0

**Total Price Including WSST \$25,000.00**

The display will be fired by a Washington State Licensed Pyrotechnician. We carry display general liability insurance in the amount of 5 million and products liability insurance in the amount of 1 million, both underwritten by Lloyds of London.

The proposal includes; labor, materials, equipment, cleanup, permit fees, WSST.

The proposal does NOT include a barge/tug or swimming platform to launch from if necessary.

If you have any questions please contact us at 206.459.0917. Thank you for the opportunity to provide you this bid.

Sincerely,

Rod Hash, Partner

# City of Sammamish 4th of July Fireworks Display

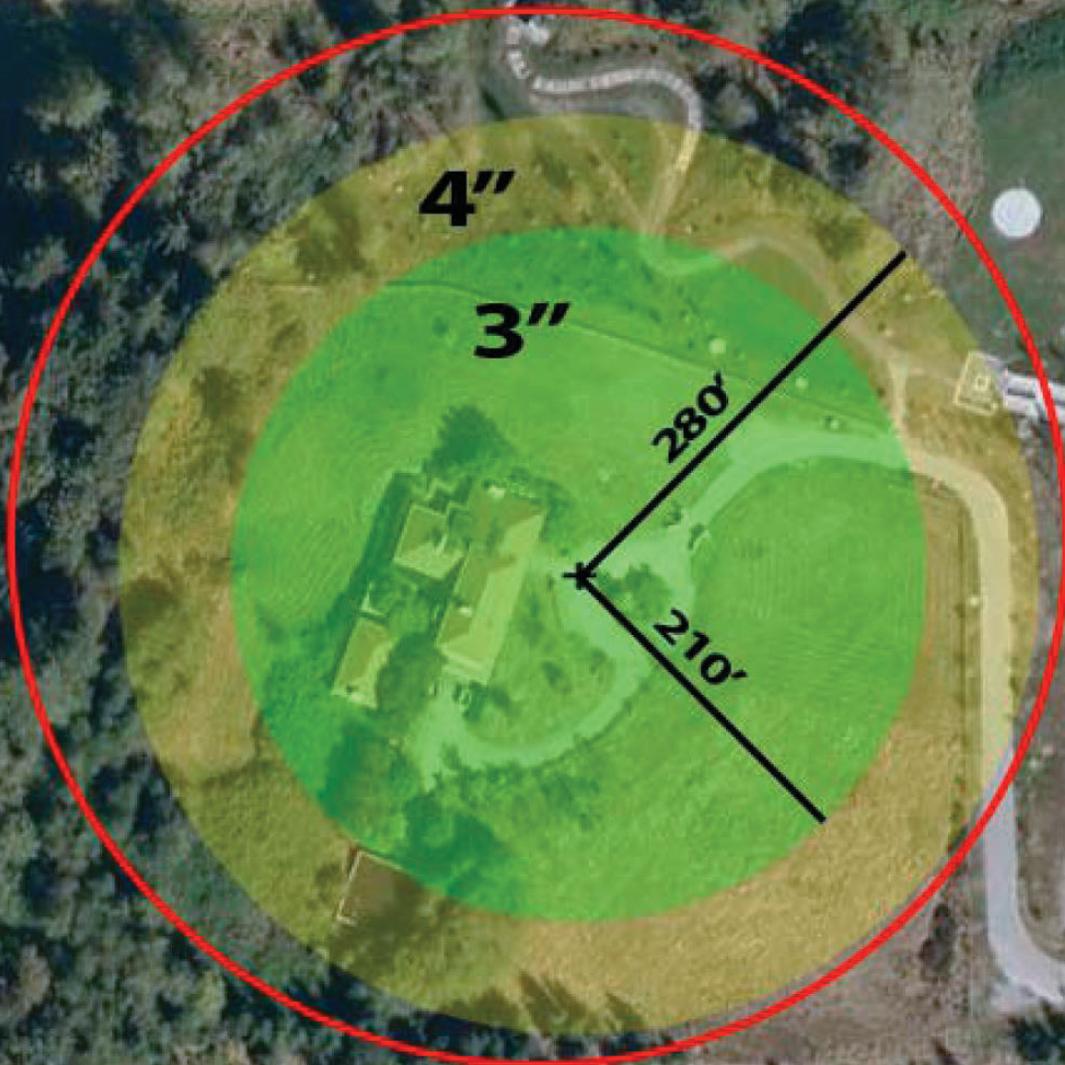




Exhibit 1

**EXHIBIT C**  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
FAX: (425) 295-0600

**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 Contractor  
 Individual/Proprietor               Other (explain)

TIN No.: 91-1959710

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

Print Name: Rodney F. Hash

Title: Partner

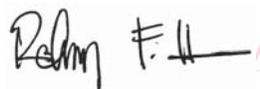
Business Name: Wolverine West, LLC

Business Address: PO Box 99095, Seattle, WA 98139

Business Phone: 206.459.0917

5/7/14

Date



Digitally signed by Rodney Hash  
Date: 2014.05.07 14:22:17 -07'00'

Authorized Signature (Required)

**EXHIBIT D**  
City of Sammamish

**DISCRETIONARY WORK/SERVICE REQUEST FORM**

**To Be Completed by the City:**

Additional work/services are requested for the following:

Date of Submittal:

Location:

Date of Work/Service:

Estimate Needed: \_\_\_\_\_ YES \_\_\_\_\_ NO

Complete Description of Work/Service:

City Contact Person: Recreation Coordinator      Phone: 425-295-0588

**To Be Completed by the Contractor:**

Estimated Cost: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

-----  
City Use Only

Work/Service Confirmed for the following (Date and Time): \_\_\_\_\_

City Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit 1



# City Council Agenda Bill

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**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** SE 14<sup>th</sup> Street Extension Project Design Revision

**Action Required:** Authorize the City Manager to execute a contract amendment with The Blueline Group, LLC to provide additional professional engineering services in an amount not to exceed \$9,400

**Exhibits:** Contract Supplemental Agreement #1

**Budget:** \$175,000 project budget allocated from the ending fund balance

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**Summary Statement:**

The Public Works Department recommends that the City Council authorize the City Manager to execute a contract amendment with The Blueline Group, LLC to revise the construction plans and specifications to incorporate the revisions requested by the adjacent residents.

**Background:**

Revisions to the design are being requested to allow the project to move forward to construction. The City had previously attempted to construct these improvements last fall. The project was halted due to three of the four abutting property owners refusing to transfer the private road easement to the City. As this is contrary to their legal obligation, the City is filing a legal action against these residents. The residents have approached the City with requested revisions to the design. In exchange, they have agreed to sign the property transfer documents. The requested revisions include:

- Addition of a 5' wide gravel path to south side of SE 14th Street
- Addition of traffic circle at the 4-way intersection within the Lawson Park subdivision
- Addition of a crosswalk across 248<sup>th</sup> Avenue SE at the intersection with SE 14<sup>th</sup> Street

Staff recommends that the requested revisions be incorporated into the project design.

SE 14<sup>th</sup> Street was created as a part of the Coyote Country subdivision long before the City of Sammamish incorporated. This unimproved gravel road was established as a shared private roadway in

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## City Council Agenda Bill

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1959. The deed for the private road easement contains a clause requiring the transfer of the SE 14<sup>th</sup> Street private roadway easement to the City at such a time as the City is willing to accept the road.

The action of extending this short segment of SE 14<sup>th</sup> Street was initiated as a result of the Lawson Park subdivision which received final plat approval at the December 10, 2013 special meeting. This development has constructed and dedicated approximately 500 of SE 14<sup>th</sup> Street to the City to the east of the City's project, leaving approximately 500 feet of the roadway in a private unimproved roadway status.

At the March 5, 2013 regular meeting, staff brought forward a recommendation to have the City take over and improve the remaining section of private roadway rather than allow the developer to place a barricade across the roadway. The improvements were outlined as a 22-foot asphalt roadway, a 5 foot gravel walkway on the north side, and associated open ditch stormwater system. Council directed Staff to proceed with the design and construction of the SE 14<sup>th</sup> Street improvements as presented and authorized a budget of \$175,000 to be allocated from the ending fund balance.

Last July, the City entered into a design contract with The Blueline Group to design the project (C2013-167). A neighborhood meeting was held on September 12, 2013 to provide residents an opportunity to comment on the proposed design. Staff presented a project update to City Council at the September 16, 2013 regular meeting ([www.sammamish.us/events/Default.aspx?ID=2787](http://www.sammamish.us/events/Default.aspx?ID=2787)) to share the feedback received by residents. Council directed Staff to revise the design to add a shoulder facility to accommodate bicyclists in response to the resident's concerns. Council also directed staff to work with the neighbors on SE 14<sup>th</sup> Street as well as residents within Renaissance Ridge to address any related traffic volume or speeding concerns.

Based on Council direction, the SE 14<sup>th</sup> Street project design was modified to include the following:

- 30 foot roadway with two 10-foot travel lanes and two-5-foot shoulders
- 5 foot gravel walkway along the north side
- Enclosed storm drainage
- Street lighting (by Intolight - utilizing existing utility poles)

Following the completion of the project, Staff will monitor speed and volume data along the SE 14<sup>th</sup> Street/242<sup>nd</sup> Drive SE corridor and initiate Phase 1 of the City's Neighborhood Traffic Monitoring Program (NTMP).



## City Council Agenda Bill

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### Financial Impact:

This project was not identified prior to the 2013/2014 budget. Council has previously authorized \$175,000 towards the SE 14<sup>th</sup> Street Extension project. An additional authorization will be required to award the construction contract

Design Contract:	\$ 27,200
Design Contract Supplement:	\$ 9,400
Construction Management (City staff)	\$ 0
Estimated Construction Cost:	\$ 263,500
Construction Contingency (10%):	\$ 26,350
<b>TOTAL ESTIMATED PROJECT COST:</b>	<b>\$ 326,450</b>
<hr/>	
Existing Project Budget:	\$ 175,000
<b>TOTAL AUTHORIZATION:</b>	<b>\$ (151,450)</b>

### Recommended Motion:

Authorize the City Manager to execute a Supplemental Agreement with The Blueline Group, LLC to provide additional professional engineering services in an amount not to exceed \$9,400. This amendment will bring the total contract authorization to \$36,600.





## SUPPLEMENTAL AGREEMENT

Amendment Number: <b>1</b>	Date: <b>May 28, 20134</b>
Project: <b>SE 14<sup>th</sup> Street Extension</b>	City Project number: <b>340-156-595-30-63-00</b>
Consultant: <b>The Blueline Group, LLC</b>	Contract Number: <b>C2013-167</b>

The City of Sammamish (CITY) desires to amend the agreement with The Blueline Group, LLC for professional design services. All provisions in the basic contract agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described in the attached Scope of Work (Exhibit A) and are summarized as follows:

- Revise the completed construction drawings to incorporate citizen requested improvements including:
  - Addition of a 5' wide gravel path to south side of SE 14th Street
  - Addition of traffic circle at the Lawson Park intersection
  - Additional minor modifications and adjustments
- Updating the Contract Specifications
- Updating the Engineer's Opinion of Probable Construction Cost
- Internal Constructability review and QA/QC
- On-call Construction Support

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

Original Contract Amount:	Current Contract Amount	Estimated Net Change This Amendment	Estimated Contract Total After Change
<b>\$ 27,200</b>	<b>\$ 27,200</b>	<b>\$ 9,400</b>	<b>\$ 36,600</b>
_____ The Blueline Group, LLC		Approved:	
_____	Date	_____	Date
The Blueline Group, LLC		City of Sammamish	

Exhibit 1

**Exhibit "A" to the City of Sammamish Agreement for Services between The City of Sammamish and The Blueline Group, LLC for the SE 14<sup>th</sup> Street Extension Project dated April 30, 2104**

**PROJECT DESCRIPTION**

The Blueline Group, LLC ("Blueline") provided engineering services for the City of Sammamish's SE 14<sup>th</sup> Street Extension Project ("Project") in 2013 for:

- Pavement and storm drainage improvements along SE 14<sup>th</sup> Street to connect the proposed Lawson Park development with the existing Windsor Fields development.
- 5' wide gravel sidewalk on north side to connect to existing sidewalks on either end.
- Additional shoulder widening along SE 14<sup>th</sup> Street from the west end of the Windsor Fields development to 248<sup>th</sup> Avenue SE to include 22' total pavement width.

After extensive community involvement and coordination with the neighboring properties, the City plans to add the following to the Project:

- 5' wide gravel sidewalk on south side of SE 14<sup>th</sup> St between the Lawson Park sidewalk on west end and 248<sup>th</sup> Avenue SE on the east end.
- A traffic circle in the Lawson Park intersection.

As outlined herein, Blueline will provide design drawings, specifications, engineer's estimates (PS&E), and limited/on-call construction services as needed.

**TASK SUMMARY**

Task 001 – 004	<i>NOT USED (COMPLETED PER PREVIOUS CONTRACT)</i>
Task 005	EXPENSES (USE PREVIOUSLY APPROVED TASK)
Task 006	<i>NOT USED (COMPLETED PER PREVIOUS CONTRACT)</i>
Task 007	ADDITIONAL DESIGN SERVICES
Task 008	CONSTRUCTION SERVICES RESERVE

**PROJECT SCHEDULE**

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the following general Project Schedule. This schedule reflects the City's desire to complete design as soon as possible and begin construction in Fall 2013. Key dates include:

Notice to Proceed.....	May 21, 2014
75% Design Submittal .....	June 4, 2014
Final Design Submittal.....	June 11, 2014
Bid Advertisement.....	June 11, 2014
Bid Opening.....	June 25, 2014
Council Award.....	July 1, 2014
Construction Begins.....	Late July 2014
OR	
Notice to Proceed.....	June 4, 2014
75% Design Submittal .....	June 18, 2014
Final Design Submittal.....	June 25, 2014
Bid Advertisement.....	June 25, 2014
Bid Opening.....	July 9, 2014
Council Award.....	July 15, 2014
Construction Begins.....	Early August 2014

**Exhibit "A" to the City of Sammamish Agreement for Services between The City of Sammamish and The Blueline Group, LLC for the SE 14<sup>th</sup> Street Extension Project dated April 30, 2104**

**SCOPE OF WORK**

Blueline's scope of work for the Project is as follows:

**Task 007 – ADDITIONAL DESIGN SERVICES.....Not to Exceed: \$6,900**

Using the PS&E prepared previously, Blueline will provide the City with Preliminary Design plans and outline specifications, including:

- Updating Plan sheets to include:
  - Addition of a 5' wide gravel path to south side of 14th
  - Addition of traffic circle at Lawson intersection
  - Plus:
    - Advance warning signs to be added to east and west of new traffic circle
    - Raise utilities (SSMH, water gate valves) and monument to new grade
    - Add stop sign at 247th
    - Add crosswalks
- Updating Specifications.
- Updating the Engineer's Opinion of Probable Construction Cost.
- Internal Constructability review and QA/QC.

**Assumptions:** *No additional survey is needed.  
Lawson Park Plans/CAD files will be used for traffic circle design.  
Additional storm drainage modeling and detention/water quality are not required.  
City to provide specifics for locations of crosswalks, stop signs, and advance warning signage.  
City will provide traffic circle landscaping at a later date.*

**Deliverables:** *75% Plans, Updated Specifications, and Updated Engineer's Opinion of Probable Construction Cost (3 hard copies of all).  
Email accompanying the submittal that outlines assumptions, questions, and recommendations (email).  
Final Design Plans (2 signed, stamped hard copies at 22"x34" and PDFs for the City to upload to Builder's Exchange for bidding).  
Final Design Specifications (2 signed, stamped hard copies and a PDF for the City to upload to Builder's Exchange for bidding).  
Final Engineer's Opinion of Probable Construction Cost including Quantity Take-Off Sheets (1 hard copy and a PDF).*

**Exhibit "A" to the City of Sammamish Agreement for Services  
between The City of Sammamish and The Blueline Group, LLC  
for the SE 14<sup>th</sup> Street Extension Project dated April 30, 2104**

**Task 008 – CONSTRUCTION SUPPORT (ON-CALL).....Time & Expense/NTE: \$2,500**

Blueline will provide Construction Administration services for this Project during the construction period upon request from the City. Services under this task could include:

- Attending the pre-construction conference.
- General consultation and coordination on an as-needed basis. Address construction questions as they arise.
- Providing changes to drawings or specifications as necessary to respond to field conditions or RFIs.
- Coordinating construction management activities with the City's staff and field inspector.
- Preparing As-Builts in AutoCad using redline markups provided by the City's Construction Inspector and the Contractor. This is not intended to include any as-built survey work by Blueline's Surveyor.

**GENERAL ASSUMPTIONS & NOTES**

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
  - Meeting with the City of Sammamish April 29, 2014.
- This proposal does not include any of the following:
  - Drainage design
  - Survey.
  - Utility improvements other than storm drainage collection as identified herein.
  - Drainage calculations.
  - ROW acquisition or offsite easements.
  - Environmental assessment/mitigation.
  - Grading permit, SEPA, NPDES, or SWPPP. (Not anticipated necessary.)
  - Lighting design (City to coordinate separately with Intolight regarding lighting installation on existing poles if necessary).
  - Community Involvement, Bidding Assistance, or Construction Staking or Inspection Services (a separate fee proposal can be provided upon request).
- Agency fees (if any) are not included as part of the fees outlined above.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Client revisions requested after the work is completed will be billed as Time and Expense under a new task called **Client Requested Revisions**. A fee estimate can be provided to the Client prior to proceeding with the revisions.

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services  
 between The City of Sammamish and The Blueline Group, LLC  
 for the SE 14th Street Extension Sidewalk Project dated April 30, 2014

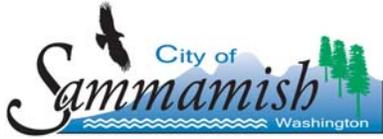
**SE 14th Street Extension Project for the City of Sammamish**

Job Number: 13-212  
 Date: April 30, 2014

Prepared By: Ken Lauzen  
 Checked By: Tom Mohr

Task #	Base Tasks	Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter		Total Hours	Total Cost	Total Cost (Rounded)
		\$165/hr		\$135/hr		\$120/hr		\$95/hr				
		Hours		Hours		Hours		Hours				
007	Additional Design Services	8	\$ 1,320	20	\$ 2,700	24	\$ 2,880	0	\$ -	52	\$ 6,900	\$ 6,900
008	Construction Support										\$ 2,500	\$ 2,500
<b>TOTAL</b>		<b>8</b>	<b>\$ 1,320</b>	<b>20</b>	<b>\$ 2,700</b>	<b>24</b>	<b>\$ 2,880</b>	<b>0</b>	<b>\$ -</b>	<b>52</b>	<b>\$ 9,400</b>	<b>\$ 9,400</b>

Exhibit 1



# City Council Agenda Bill

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**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** City Manager

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** Printing and distributing the city newsletter within the Klahanie Potential Annexation Area (PAA).

**Action Required:** Approve expenditures for the printing and distribution of the city newsletter within the Klahanie PAA.

**Budget:** City Council Department Operating Budget – Newsletter (001-011-511-60-41-05) and Postage (001-011-511-60-42-01). The estimated cost for the printing and distribution of city newsletters to the Klahanie PAA for the remainder of 2014 is \$14,532.

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**Summary Statement:**

In the interest of keeping residents in the Klahanie Potential Annexation Area (PAA) informed on their potential annexation to Sammamish, the city would like to distribute the monthly city newsletter to the Klahanie PAA. The estimated cost for the printing and distribution of city newsletters to the Klahanie PAA for the remainder of 2014 (seven monthly editions) is \$14,532.

**Background:**

The cost of printing an additional 3,920 newsletters for the Klahanie PAA is approximately \$784 per month. The cost of mailing the newsletters to the Klahanie PAA is approximately \$1,292 per month. The estimated cost for the printing and distribution of city newsletters to the Klahanie PAA for the remainder of 2014 (seven monthly editions) is \$14,532.

**Financial Impact:**

The estimated cost for the printing and distribution of city newsletters to the Klahanie PAA for the remainder of 2014 (seven monthly editions) is \$14,532. General Fund contingency dollars may be required to cover the unanticipated cost above budgeted levels in 2014. The cost for the full year of 2015 will be included for the City Council's consideration in the draft 2015-2016 biennial budget.

**Recommended Motion:**

Approve the expenditure of \$14,532 for the printing and mailing of the city's monthly newsletter within the Klahanie PAA for the seven remaining months of 2014.



# City Council Agenda Bill

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# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 27, 2014

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Approval of An ARCH Out of Cycle Funding Award

**Action Required:** Authorize the Out of Cycle Funding to King County Housing Authority

**Exhibits:** 1. Draft Resolution with Exhibit A – ARCH Executive Board Memo

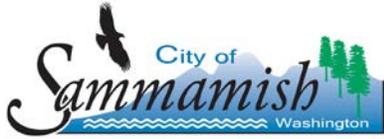
**Budget:** Total ARCH funds recommended to be expended is \$1,334,749.  
Sammamish's share is \$2,272 from previously expended funds currently held in trust by ARCH

**Summary Statement:** The Executive Board of A Regional Coalition for Housing (ARCH) has completed its review of the King County Housing Authority's application to the ARCH Trust Fund for renovations to two recently acquired federally assisted preservation properties. The Executive Board recommends funding for these two projects. Per the terms of the Interlocal Agreement, ARCH requires approval of the participating city councils funding the projects.

**Background:** The King County Housing Authority (KCHA) is proposing renovations of two recently acquired projects totaling 105 affordable senior units located in downtown Bellevue and downtown Redmond. Both properties are within walking distance of shopping, public transportation, employment and other services.

The properties were built by a private developer between 1977 and 1980 are supported by Federal rental assistance. The previous owner's original contract for federal assistance expired and the owner had the option to opt out of the contract and convert the property to market rate housing. Preserving privately owned, federally assisted housing has been an ongoing priority use of the ARCH Trust Fund.

The residential projects are designed to serve seniors living independently, aged 55 or over and 10 percent of the units may be available to disabled persons without age restriction. Because of the federal assistance, residents pay 30 percent of their gross income as rent. Federal rental assistance makes up the difference between what the residents can afford and a fair market rental rate.



## City Council Agenda Bill

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**Financial Impact:** Sammamish's contribution to the \$1,334,747 projects is \$2,272 which has been previously expended and is being held in trust by ARCH.

**Recommended Motion:** Authorize ARCH to expend Sammamish's previously committed \$2,272 currently held in trust by ARCH to the King County Housing Authority as outlined in the associated resolution.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2014-\_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR ARCH TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND.**

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Sammamish participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council at its April 20, 2010 meeting has approved the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$2,272 from City funds as designated below to finance the projects recommended by the ARCH Executive Board; now, therefore,

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to King County Housing Authority Senior Preservation project in an amount not to exceed \$2,272.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall be funded in a combined amount not to exceed that set forth in Section 1. Such Agreements shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the project maintains its affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of April 29, 2014, a copy of which is attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE DAY OF MARCH 2014.

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 28, 2014

Passed by the City Council:

Resolution No.: R2014-\_\_\_\_



Together 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)

### MEMORANDUM

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

FROM: Lyman Howard, Chair, and ARCH Executive Board

DATE: April 29, 2014

RE: Out of Cycle 2014 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board (EB) has completed its review of the King County Housing Authority (KCHA) application to the Trust Fund for funding renovations to two recently acquired federally assisted preservation properties. The EB recommends funding for these projects. Recommendations total \$1,334,749 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 application, the EB recommendation and rationale, and proposed contract conditions for the proposal. Also enclosed is an economic summary for the project recommended for funding, leveraging chart, project summary table, and a summary of funded projects to date.

#### **KCHA Bellevue Manor and Patricia Harris Manor**

Funding Request: \$1,400,000 unspecified  
105 Units, plus two unrestricted manager's units

EB Recommendation: \$1,334,749  
\$1,000,000 City general funds and Bellevue CDBG (deferred loan)  
\$ 334,749 King County and Redmond consortium CDBG Funds  
See attached Funding Chart for distribution of City Funds

Project Summary:

KCHA is proposing renovations of two recently acquired three story projects totaling 105 affordable senior units located in downtown Bellevue and downtown Redmond. Both properties are within walking distance of shopping, public transportation, employment and services.

The properties were built by a private developer between 1977 and 1980 and are supported by Federal rental assistance. The previous owner's original contract for federal assistance has expired and the owner had the option to opt out of the contract and convert the property to market rate housing. Preserving privately owned, federally assisted housing has been an ongoing priority use of the ARCH Trust Fund.

The residential projects are designed to serve seniors living independently, aged 55 or over and 10 percent of the units may be available to disabled persons without age restriction. Because of the federal assistance, residents pay 30% of their monthly gross income as rent. Federal rental assistance makes up the difference between what the residents can afford and a fair market rent.

Funding will be used for rehabilitation costs such as site repairs, windows, flooring, water heaters, plumbing fixtures, cabinets, fire alarm systems, etc.

Funding Rationale:

The EB supported the intent of this application for the following reasons:

- Preserves existing federally assisted affordable housing which assists households with very low incomes.
- Preservation of privately owned, federally assisted housing has been an ongoing top priority of ARCH Trust Funds. Completion of this project will mean that of 641 privately owned, federally assisted, privately owned affordable housing units in East King County, 590 will have been preserved long term for federal assistance.
- Experienced applicant
- Applicant owns the site and is well located near transit, shopping and services.
- City funds will be highly leveraged because the Agency is using a creative financing structure that results in KCHA internally financing \$10 million of the acquisition cost. This results in a relatively small amount of ARCH funding per unit. In addition the financing structure results in repayment of \$600,000 to Bellevue for two other projects funded in the past that can be reused for this project.

**Proposed Conditions:**

Special Conditions:

1. 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.
2. Funds shall be used by KCHA toward design, construction management, construction and permitting/impact fees. Funds may not be used for any other purpose unless city staff has given written authorization for the alternate use.

3. Terms for making funds available will account for various factors, including terms from other fund sources and available cash flow. Final terms shall be determined prior to release of funds and must be approved by City Staff. Based on the preliminary development budget, it is anticipated that loan payments on City general revenues and Bellevue CDBG will be based on a set repayment schedule, with repayment starting in year 21 with 0% interest in years 1 through 20, and 1% interest thereafter with a 20 year amortization period. There will be separate loans for each property. The King County subregional CDBG and Redmond CDBG funds shall be administered by King County and with terms comparable to other funds made available by the County for the project. The City terms will also include a provision for the Agency to a deferment of a payment if certain conditions are met (e.g. low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by City Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
  
4. Submit for review and approval a management plan for each property. The plan for Patricia Harris should include how the office building will be used and managed. Each plan shall address how parking will be managed on an ongoing basis including monitoring/controlling use by non-residents. Each plan shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; community and neighbor relations procedures; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements.
  
5. A covenant is recorded ensuring affordability for at least 50 years, with affordability as shown in the following tables. During this time, the project shall maintain Section 8 federal funding so long as it is available and the contract rents, less normal operating costs, are sufficient to cover debt service. If Section 8 federal funding is no longer available, or no longer feasible for reasons stated above, then all of the units shall be at 60% of median income. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, unless otherwise approved by City Staff.

<u>BELLEVUE MANOR</u>		<u>Number of Bedrooms</u>		<u>Number of Units</u>
<u>Percent of Median</u>				
Section 8 or 60%		<b>1</b>		<b>65</b>
Mgr Units		<b>1</b>		<b>1</b>
<b>TOTAL</b>				<b>66</b>

<u>PATRICIA HARRIS MANOR</u>		<u>Number of Bedrooms</u>		<u>Number of Units</u>
<u>Percent of Median</u>				
Section 8 or 60%		1		40
Mgr Units		1		1
<b>TOTAL</b>				<b>41</b>

Standard Conditions

1. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant 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 Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.
2. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.
3. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the homes are located.
4. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

**2014 OUT OF CYCLE HOUSING TRUST FUND:  
PROPOSED FUNDING SOURCES**

<b>SOURCE</b>		<b>KCHA Senior Preservation</b>	
Sub-Regional CDBG		\$	259,749
Bellevue			
	CDBG	\$	157,902
	General Fund	\$	746,256
Issaquah			
	General Fund	\$	18,291
Kirkland			
	General Fund	\$	44,193
Mercer Is.			
	General Fund	\$	3,022
Redmond			
	General Fund		
	CDBG	\$	75,000
Newcastle			
	General Fund	\$	4,058
Kenmore			
	General Fund	\$	17,069
Woodinville			
	General Fund	\$	1,904
Sammamish			
	General Fund	\$	2,272
Clyde Hill			
	General Fund	\$	2,265
Medina			
	General Fund	\$	1,801
Yarrow Point			
	General Fund	\$	588
Hunts Point			
	General Fund	\$	378
TOTAL		\$	1,334,749
	CDBG	\$	492,651
	General Fund	\$	842,098





# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Recreational Marijuana Moratorium

**Action Required:** First reading and public hearing

**Exhibits:** 1. Proposed Ordinance with Attachment A (work program)

**Budget:** No Impact

**Summary Statement:**

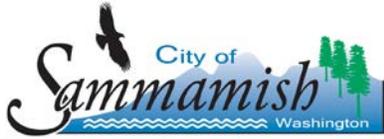
The passage of Initiative 502 legalized the recreational use of marijuana in Washington State for adults 21 years of age and older, and calls for the State to license marijuana producers, processors and retailers. In October 2013 the comprehensive rules for producers, processors and retailers were issued by the Washington State Liquor Control Board. The State anticipates issuance of producer, processor and retailer licenses beginning December 1, 2013. Because I-502 is silent regarding medical marijuana it creates a separate licensing process for providing marijuana for recreational use and does not affect local regulations for medical marijuana. The Federal government's Controlled Substances Act still prohibits the possession and distribution of marijuana for any purpose.

**Background:**

The State of Washington rules and requirements related to recreational marijuana are in the process of implementation. And, there remains uncertainty related to other legal issues. It is recommended that the City extend the moratorium on producers, processors and retailers of recreational marijuana and continue the anticipated work program for City zoning regulations related to marijuana facilities.

State law authorizes cities to impose moratoria to maintain the status quo while considering impending zoning, land use or similar regulations (RCW 36.70A.390). A moratorium is valid for six months, and may be renewed if a public hearing is held and findings of fact are made prior to each renewal.

On January 16, 2014, the Washington State Attorney General's Office issued AGO 2014 No. 2 concluding that I-502 does not preempt counties, cities and towns from banning recreational marijuana producers, processors, and retailers within their jurisdiction.



## City Council Agenda Bill

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And, a recent Washington State Court of Appeals decision upheld a local government's zoning and police power authority to exclude or otherwise regulate medical marijuana-related land uses, and such zoning or police power authority also applies to the regulation or exclusion of recreational marijuana-related land uses.

The City Council may desire to give guidance to the Planning Commission related to whether or not a ban on recreational marijuana facilities is desired, in order to inform the work program for this topic.

The City Council is also considering an ordinance related to a ban on medical marijuana facilities.

**Recommended Motion:**

Staff recommends that the Council open the public hearing, take testimony and close the hearing. Second reading and adoption of the Ordinance on June 17, 2014.

Provide direction to the Planning Commission related to the work program for recreational marijuana facilities.

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2014-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, IMPOSING A MORATORIUM ON THE  
ESTABLISHMENT OF CERTAIN MARIJUANA-RELATED  
FACILITIES; DEFINING SAID CERTAIN MARIJUANA-  
RELATED FACILITIES; ENTERING LEGISLATIVE  
FINDINGS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, recent amendments to Chapter 69.51A RCW have expanded the scope of certain activities involving the use of marijuana for medical purposes, subject to certain conditions; and

WHEREAS, Ordinance Nos. 2011-309, 2012-320, 2012-328, 2013-348, and 2013-361 enacted and extended a moratorium on the establishment, licensing, and permitting of collective gardens within the City and is proposed to be extended; and

WHEREAS, in 2012, the voters of the state of Washington passed Initiative 502 (“I-502”), which authorizes the issuance of marijuana producer, processor and retailer licenses, subject to the proviso that retail sale and certain acts of producing and processing marijuana in accordance with I-502 and implementing regulations shall not be criminal or civil offenses under Washington state law, and subject to the further proviso that no such license shall be issued for any premises within one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older; and

WHEREAS, under I-502 the Washington State Liquor Control Board (“WLCB”) issued final rules concerning implementation of I-502 on October 16, 2013; and

WHEREAS, the WLCB began issuance of marijuana producer, processor and retail licenses to qualified applicants beginning in March 2014; and

WHEREAS, marijuana production, processing and retailing uses and facilities authorized by I-502 must be addressed in the City’s zoning code, but the impacts of these uses are still largely unknown, and the regulations that the City will need to address were recently issued; and

WHEREAS, a work group composed of staff from three state agencies, the WLCB and the Departments of Health and Revenue issued recommendations related to medical marijuana that were forwarded to the Washington State Legislature for consideration in January 2014; and

WHEREAS, on March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments' zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, the Legislature has not taken further action regarding the regulation of medical marijuana and is expected to consider regulations related to medical marijuana throughout the year 2014; and

WHEREAS, the Legislature's consideration of regulations related to medical marijuana may affect the City Council's ability to comprehensively evaluate the need and/or appropriateness of recreational marijuana facilities within the City of Sammamish; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the WLCB's rules and other information, which was implemented by Ordinance 2013-362, effective on January 11, 2014; and

WHEREAS, a public hearing was held on June 3, 2014; and

WHEREAS, the City previously adopted and intends to implement the 2014 work program set forth in Attachment A; and

WHEREAS, the City Council deems it in the public interest to extend the moratorium imposed under Ordinance 2013-362 for a period of six months in order to investigate this issue further, obtain regulatory clarity and guidance from the WLCB's rules and state legislation, and to implement the work program set forth in Attachment A;

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

**Section 1. Definitions.** As used in this Ordinance, the following terms have the definitions set forth below:

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused

products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

**Section 2. Moratorium Imposed.** Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Sammamish prohibiting the acceptance, processing, or approval of any license, permit, or other ministerial or discretionary approval authorizing the licensing, establishment, maintenance, or continuation of any use of property by a marijuana producer, marijuana processor, or marijuana retailer, or for use by any person for the production, processing, and/or retailing of marijuana.

**Section 3. Marijuana Production, Processing and Retailing Prohibited.** Pursuant to the moratorium imposed in Section 2 of this Ordinance, marijuana production, processing and retailing as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish while this Ordinance is in effect. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for marijuana production, processing or retailing, and any permits issued for any of these uses in error or based on a vague and/or misleading application description during this moratorium are null and void, and without legal force or effect.

**Section 4. Referral to Sammamish Planning Commission.** The Sammamish City Council hereby refers this issue to the Sammamish Planning Commission for review and recommendations.

**Section 5. Ordinance to Be Transmitted to State Commerce Department.** Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

**Section 6. Recitals Adopted as Findings of Fact.** The Sammamish City Council adopts as its preliminary findings of fact the recitals set forth above. The City Council may adopt additional findings in the event that additional public hearings are held or evidence is presented to the City Council.

**Section 7. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 8. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication but no sooner or later than the termination of the moratorium imposed by Ordinance 2013-362 (July 11, 2014).

**Section 9. Duration.** This Ordinance shall be in effect for a period of six months from the effective date set forth above, and shall automatically expire at the conclusion of that six month period unless extended as provided in RCW 35A.63.220 and RCW 36.70A .390, or unless earlier terminated by action of the City Council.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 3<sup>rd</sup> DAY OF JUNE 2014.**

CITY OF SAMMAMISH

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Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 28, 2014

Public Hearing: June 3, 2014

First Reading: June 3, 2014

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:

## Exhibit 1

**Attachment A  
Recreational Marijuana Regulations  
Work Program**

2013 4Q	2014 1Q	2014 2Q	2014 3Q	2014 4Q
<p>Evaluate Washington State Liquor Control Board (WLCB) rules and procedures, actions of peer cities and Association of Washington Cities guidance</p> <p>Review the final WLCB rules, local regulation examples and timeframe</p>	<p>Evaluate locational criteria set forth in the rules as relates to Sammamish, complete mapping</p> <p>Monitor State legislation related to medical marijuana</p> <p>Seek policy guidance from the City Council</p>	<p>Develop options based on WLCB rules, legislation, and policy guidance from City Council</p>	<p>Draft regulations</p> <p>Complete Planning Commission review, public hearing and recommendation to the City Council</p> <p>State Environmental Policy Act (SEPA) review and threshold determination</p> <p>Complete State of Washington Department of Commerce 60 day Notice of Intent to Adopt</p>	<p>City Council review, public hearing, and adoption of regulations</p>

## Exhibit 1



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Medical Marijuana Regulations

**Action Required:** First Reading and public hearing

**Exhibits:** 1. Proposed Ordinance

**Budget:** No Impact

**Summary Statement:** State Law regarding Medical Cannabis is in conflict with Federal Law. The truncated and partially vetoed version of ESSSB 5073 that became effective July 22, 2011, passed many of the governor's concerns to cities, and the passage of Initiative 502 related to recreational marijuana did not provide further clarity.

ESSSB 5073 also provided that cities may adopt and enforce zoning regulations, business license requirements and business taxes for collective gardens.

On March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments' zoning authority to exclude or otherwise regulate collective gardens.

City Council Ordinance No. 2013-361, effective January 18, 2014, continued a moratorium on medical marijuana facilities. The current ordinance prohibiting these facilities within the City would replace the moratorium.

**Financial Impact:** None

**Recommended Motion:** Staff recommends that the Council open the public hearing, take testimony and close the hearing. Second reading and adoption of the Ordinance on June 17, 2014.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2014-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, PROHIBITING THE ESTABLISHMENT,  
LOCATION, OPERATION, LICENSING, MAINTENANCE  
OR CONTINUATION OF MEDICAL MARIJUANA  
COLLECTIVE GARDENS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

WHEREAS, in 2011, the Legislature passed ESSSB 5073 authorizing medical marijuana “collective gardens” designed to provide certain qualifying patients with the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the Governor signed ESSSB 5073 but vetoed several sections of the bill; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law, which was implemented by Ordinance No. 2011-309 on July 18, 2011 and extended by Ordinance No. 2012-320, effective January 18, 2012, Ordinance No. 2012-328, effective July 18, 2012, Ordinance No. 2012-340, effective January 18, 2013; Ordinance No. 2013-348, effective July 18, 2013; and Ordinance No. 2013-361, effective January 18, 2014; and

WHEREAS, on March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments’ zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, the City Council finds and determines that the prohibition of collective gardens would protect the public safety, morals, health and welfare;

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

**Section 1. Medical Marijuana-Related Uses Prohibited.** The City of Sammamish hereby prohibits the establishment, location, operation, licensing, maintenance or continuation of medical marijuana collective gardens within the City of Sammamish. A “collective garden” is any area or location where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in ESSSB 5073 or otherwise.

**Section 2. No Business Licenses Issued.** Collective gardens as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for a collective garden.

**Section 3. Findings of Fact.** The above “Whereas” clauses of this Ordinance constitute specific findings of fact by the City Council in support of passage of this Ordinance.

**Section 4. Moratorium Terminated.** The six-month moratorium established pursuant to Ordinance No. 2013-361 shall terminate upon the effective date of this Ordinance.

**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This Ordinance shall be effective five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON \_\_\_\_\_, 2014.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Mike Kenyon, City Attorney

Exhibit 1

Filed with the City Clerk: May 28, 2014  
Public Hearing: June 3, 2014  
First Reading: June 3, 2014  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

## Exhibit 1



# City Council Agenda Bill

**Meeting Date:** June 3, 2014

**Date Submitted:** May 28, 2014

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Homeless Encampment Regulations

**Action Required:** First Reading and public hearing

**Exhibits:**

1. Memorandum
2. Proposed Ordinance
3. Temporary Homeless Encampment Comparison Table-updated
4. City Resource Comparison Tables
5. Council Topics/Questions Table

**Budget:** N/A

**Summary Statement:**

At the City Council's direction, the planning commission has considered regulations related to homeless encampments. The encampment regulations were the subject of three planning commission meetings, including a public hearing where the Commission heard from 16 citizens. In addition, the Commission received 123 written comments during the public comment period including a petition with approximately 500 electronic signatures, 130 written signatures, and 83 attached comments.

After careful review and deliberation, the Planning Commission's recommended code provisions were presented to the City Council on May 13, 2014. These recommendations are contained in the Planning Commission handoff memorandum of May 13, 2014 and the Planning Commission recommended draft code.

At the June 3<sup>rd</sup> meeting, the City Council will hold a public hearing on the proposed regulations and begin deliberations.

**Recommended Motion:** Staff recommends that the Council complete the public hearing and begin deliberations.

Second reading and adoption of the Ordinance is scheduled for July 1, 2014.





## Memorandum

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**Date:** June 3, 2014  
**To:** Ben Yazici, City Manager  
**From:** Susan Cezar, Community Development Deputy Director  
**Re:** Temporary Homeless Encampment Use Permit – Public Hearing

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In a February 20, 2014 memorandum, the City Council provided policy direction for the Planning Commission work on regulations for temporary homeless encampments. The encampment regulations were the subject of three planning commission meetings, including a public hearing where the Commission heard from 16 citizens. In addition, the Commission received 123 written comments during the public comment period including a petition with approximately 500 electronic signatures, 130 written signatures, and 83 attached comments. After careful consideration, the Planning Commission's recommended code provisions were presented to the City Council on May 13, 2014. These recommendations are contained in the Planning Commission handoff memorandum of May 13, 2014 (provided in the May 13<sup>th</sup> packet material) and the attached Planning Commission recommended draft code.

At the June 3<sup>rd</sup> meeting, the City Council will hold a public hearing and begin deliberations on the proposed regulations, with a second reading and adoption scheduled for July 1<sup>st</sup>, 2014.

The following additional information is provided to assist in preparations for the Council's deliberations:

- Updated Temporary Homeless Encampment Comparison Table
- City resource comparison tables
- City Council Topic/Question table

The City Council Topic/Question table will be used as a tool to guide consideration of the various policy topics. It is organized in the order that the provisions appear in the draft code, with other topics mentioned or requested by the Council at the end of the table. If there are additional items that should be added to the table for discussion, it is suggested that Councilmembers email those items to staff ahead of the June 3<sup>rd</sup> meeting.

Note that the City Council Public Comment tab on the Homeless Encampment Code Development Process web site has been updated to include public comments received since the close of the planning commission's public hearing. This information can be found by following link:

<http://www.sammamish.us/departments/communitydevelopment/HomelessEncampmentCode.aspx>

I hope this information is helpful, please let me know if you have questions.

## Exhibit 1

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2014-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, RELATING TO TEMPORARY  
HOMELESS ENCAMPMENT REGULATIONS AND  
SPECIFICALLY AMENDING EXHIBIT A TO SMC  
SECTION 20.05.020; AMENDING SMC CHAPTER 21A.15;  
AMENDING SMC SECTION 21A.70.010; ADOPTING A  
NEW SMC SECTION 21A.70.195; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

WHEREAS, both the First Amendment to the United States Constitution and Article 1 Section 11 of the Washington State Constitution protect the free exercise of religion; further, the Religious Land Use and Institutionalized Persons Act of 2000 prohibits governments from imposing land use regulations that unreasonably limit religious assemblies, institutions or structures; and

WHEREAS, RCW Section 35A.21.360 expressly authorizes religious organizations to host temporary encampments for homeless persons on property owned or controlled by religious organizations, and likewise authorizes cities to establish permit or other regulatory conditions necessary to protect public health and safety, provided, however, that they do not substantially burden the decisions or actions of religious organizations providing housing or shelter for homeless persons on property owned or controlled by religious organizations; and

WHEREAS, the City of Sammamish (“City”) and its elected and appointed officials are committed to protecting the health, safety and well-being of its citizens; and

WHEREAS, the City developed its own experience with regard to temporary homeless encampments in 2013 when Tent City 4 was granted a sixty (60) day temporary use permit, and a thirty (30) day extension of that temporary use permit to allow the homeless encampment to operate on church property within the City from October 19, 2013 to January 17, 2014; and

Whereas on January 14, 2014, the City Council adopted Ordinance No. 02014-365, a six (6) month moratorium on the acceptance, processing, or approval of any application for a temporary use permit or any other approval for temporary homeless encampments; and

WHEREAS, pursuant to the City Council’s directive in the moratorium, City staff diligently prepared draft changes to the City code to address safety, health and welfare issues related to temporary homeless encampments; and

## Exhibit 2

WHEREAS, on March 6, 2014, the City of Sammamish Planning Commission was briefed on the temporary homeless encampment issues and began its review of the proposed code changes; and

WHEREAS, the City issued a SEPA Determination of Non-Significance for the proposed temporary homeless encampment regulations on April 29, 2014; and

WHEREAS, in accord with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed temporary homeless encampment regulations on April 11, 2014; and

WHEREAS, the Planning Commission held a public hearing on the proposed changes on March 20, 2014, and made its final recommendations on proposed temporary encampment regulations to the City Council on May 13, 2014; and

WHEREAS, the City Council considered the Planning Commission's recommendations and held an open record public hearing on June 3, 2014, and held a second reading on July 1, 2014; and

WHEREAS, having considered the record before it, the City Council finds that no more than one homeless encampment shall be permitted in the City at any one time and a limitation is necessary on the number of homeless encampments to be permitted in the City within 365 days due to the limitations on City resources and services necessary for temporary homeless encampments; the City Council further finds that these limitations would cause public health, safety and welfare impacts if multiple temporary homeless encampments were authorized in the City at the same time; and

WHEREAS, having considered the record before it, the City Council finds that a particular site may only host a temporary homeless encampment once every eighteen (18) months in order to lessen and disburse throughout the City the health, safety and welfare impacts to existing uses located adjacent to temporary homeless encampment sites; and

WHEREAS, having considered the record before it, the City Council finds that increasing the permit duration from sixty (60) days, as previously established in the Sammamish Municipal Code for temporary uses, to three calendar months for homeless encampments does not measurably increase the health, safety and welfare impacts to adjacent neighborhoods and City services, but does have the benefit of allowing homeless encampments greater flexibility and certainty; and

WHEREAS, having considered the record before it, the City Council finds that mandatory checks for criminal warrants and sex offender status prior to a temporary homeless encampment occupying a site, and prior to any new resident moving into a temporary homeless encampment, will address health, safety and welfare impacts to adjacent neighborhoods;

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

**Section 1. Exhibit A to SMC 20.05.020, Amended.** Exhibit A (Land Use Decision Type) to Sammamish Municipal Code Section 20.05.020 (Classifications of land use decision processes) is hereby amended to read as follows:

**Exhibit A**

**LAND USE DECISION TYPE**

<b>Type</b> <b>1</b>	Decision by director, no administrative appeal	Building; clearing and grading; boundary line adjustment; temporary use; TDR sending site certification; right-of-way; road variance except those rendered in conjunction with a subdivision or short plat decision <sup>1</sup> ; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter <a href="#">15.05</a> SMC; shoreline exemption; approval of a conversion harvest plan; temporary homeless encampment use permit <sup>2</sup>
<b>Type</b> <b>2</b>	Decision by director appealable to hearing examiner, no further administrative appeal	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit; shoreline substantial development permits (SSDPs); procedural and substantive SEPA decision; site development permit; approval of residential density incentives; reuse of public schools; reasonable use exceptions under SMC 21A.50.070(2); preliminary determinations under SMC 20.05.030(3); critical areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan; unified zone development plan under Chapter <a href="#">21B.95</a> SMC <sup>3</sup>
<b>Type</b> <b>3</b>	Recommendation by director, hearing and decision by hearing examiner appealable to superior court	Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications <sup>4</sup> ; urban planned development; special use
<b>Type</b> <b>4</b>	Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	Shoreline variances; shoreline conditional use permits

- <sup>1</sup> The road variance process is administered by the City engineer pursuant to the City's street standards as set forth in the public works standards.
- <sup>2</sup> Subject to the notice requirements of SMC 21A.70.195(4).
- <sup>3</sup> Subject also to the procedural requirements of SMC [20.05.037](#) and Chapter [21B.95](#) SMC.
- <sup>4</sup> Approvals that are consistent with the interim comprehensive plan may be considered by the examiner at any time. Zone reclassifications that are not consistent with the interim comprehensive plan require a site-specific land use map amendment and the City council's hearing and consideration will be scheduled with the amendment to the interim comprehensive plan pursuant to SMC 24.25.040 and 24.25.050.

**Section 2. SMC Chapter 21A.15, Amended.** Sammamish Municipal Code Chapter 21A.15 (Technical Terms and Land Use Definitions) is hereby amended to include the following new definitions. All other definitions set forth in SMC Chapter 21A.15 shall remain as currently enacted. The Code Reviser is authorized to re-number any sections of SMC Chapter 21A.15 necessary to keep all definitions in alphabetical order. The new definitions to be included shall read as follows:

**Homeless encampment.**

"Homeless Encampment" means a site for a group of homeless persons temporarily residing on a site, either out of doors or in a building.

**Managing agency.**

"Managing Agency" means an organization that is responsible for organizing and managing a Homeless Encampment. (Note: The Managing Agency may be the same entity as the Sponsor.)

**Religious organization.**

"Religious Organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

**Sponsor.**

"Sponsor" means an entity that is hosting a Homeless Encampment on property it owns or controls and that serves as a liaison with the surrounding community.

**Section 3. SMC 21A.70.010, Amended.** Sammamish Municipal Code Section 21A.70.010 (Purpose) is hereby amended to read as follows:

The purposes of this chapter are to:

## Exhibit 2

- (1) Establish the legal status of a nonconformance by creating provisions through which a nonconformance may be maintained, altered, reconstructed, expanded or terminated;
- (2) Provide for the temporary establishment of uses that are not otherwise permitted in a zone and to regulate such uses by their scope and period of use;
- (3) Provide a permitting process and standards for homeless encampments for homeless persons, consistent with state laws, whether the cause of homelessness is related to social/economic issues or to a natural disaster; and
- (4) Encourage the adaptive re-use of existing public facilities that will continue to serve the community, and to ensure public review of redevelopment plans by allowing:
  - (a) Temporary re-use of closed public school facilities retained in school district ownership, and the reconversion of a temporary re-use back to a school use;
  - (b) Permanent re-use of surplus nonresidential facilities (e.g., schools, fire stations, government facilities) not retained in school district ownership; or
  - (c) Permanent re-use of historic structures listed on the National Register or designated as county landmarks.

**Section 4. New SMC 21A.70.195 (Temporary Homeless Encampment Use Permit), Adopted.** A new section of Sammamish Municipal Code Chapter 21A.70 (Nonconformance, Temporary Uses, and Re-Use of Facilities) is hereby adopted to read as follows:

**21A.70.195 Temporary homeless encampment use permit.**

Homeless Encampments are allowed only pursuant to a Homeless Encampment Use Permit, which shall be a Type I permit issued by the Director in accordance with the following conditions:

(1) For the purposes of this section a Homeless Encampment may only be hosted by a Religious Organization, and must be located on real property owned or controlled by the Religious Organization.

(2) Duration and frequency.

(a) No Homeless Encampment shall operate within the City of Sammamish for more than three (3) calendar months, except that the Director may allow up to five (5) additional days to accommodate moving onto or off a site.

(b) The Director shall not grant a Homeless Encampment Use Permit that is proposed to commence on a site that contained a Homeless Encampment within the last eighteen (18) calendar months. For the purposes of this subsection, the 18 months shall be calculated from the first day of the prior Homeless Encampment's occupancy.

(c) No more than one Homeless Encampment may be located in the City at any time.

(d) No more than two Homeless Encampments within the City limits shall be allowed in any period of 365 consecutive days.

(3) All Homeless Encampments shall obtain, prior to occupancy, all applicable City of Sammamish and other agency permits, licenses and approvals.

(4) Permit process requirements.

(a) Neighborhood meeting. The applicant shall conduct a neighborhood meeting to inform nearby residents and the public about the proposed Homeless Encampment prior to submittal of an application.

(i) The applicant shall provide notice of the neighborhood meeting by mail, first class and postage prepaid, to all owners of real property within 500 feet of the lot(s) containing the proposed Homeless Encampment, provided such area shall be expanded as necessary to send mailed notices to at least 20 different property owners. The notice of the neighborhood meeting shall

be mailed at least fifteen (15) days prior to the neighborhood meeting.

- (ii) Prior to the neighborhood meeting, a representative of the Sponsor and Managing Agency shall meet and confer with: the Sammamish police department; the administration of any public or private elementary, middle, junior high, or high school; and the operators of any properly licensed child care service, within 500 feet of the boundaries of the proposed site regarding the neighborhood meeting and any proposed security measures for the Homeless Encampment.
  - (iii) At the neighborhood meeting, a representative of the Sponsor and Managing Agency shall present in writing and verbally the proposed Homeless Encampment location, timing, site plan, code of conduct, encampment concerns, and management security measures. The presentation shall also include all comments received on the proposed Homeless Encampment, including comments from the Sammamish police department, schools, and child care services. Copies of the agenda and the other specified comments and materials shall be provided by the applicant at the meeting. The meeting shall be conducted on the proposed Homeless Encampment site whenever feasible.
- (b) Application. An applicant shall submit a complete application for a Homeless Encampment Use Permit at least thirty (30) days before the occupancy of a Homeless Encampment.
  - (c) Notice of Application. The City shall provide a notice of application per the mailed notice requirements of SMC 20.05.060(7).
  - (d) Warrant and sex offender checks. Managing Agencies shall obtain warrant and sex offender checks from the King County Sheriff's Office ("Warrant Check") for all Homeless Encampment residents. For Homeless Encampment residents initially moving onto the site with the Homeless Encampment, the Warrant Check must be completed at least seven (7) days prior to the Homeless Encampment moving onto the site. For residents moving into the Homeless Encampment during the permit period, the Warrant Check must be completed on or before the date that the new resident moves on site. If a Warrant Check reveals a Homeless Encampment resident or prospective resident is or is required to be a registered sex offender or has an active warrant, the Managing Agency or Sponsor shall immediately contact and so advise the City

of Sammamish police department. The Sponsor shall be responsible for verifying that the Warrant Checks occurs.

(5) Parking and transportation.

- (a) Each lot occupied by a Homeless Encampment must provide or have available a parking and vehicular maneuvering area.
- (b) A Homeless Encampment and the parking of any vehicles associated with a Homeless Encampment shall not displace the Sponsor site's parking lot in such a way that the Sponsor site no longer meets the minimum or required parking of the principal use as required by code or previous approvals unless an alternative parking plan has first been approved by the Director.
- (c) The Sponsor or Managing Agency shall submit a plan with the permit application demonstrating the ability for residents to obtain access to the nearest public transportation stop.

(6) Maximum Occupancy. A Homeless Encampment shall be limited to a maximum occupancy not to exceed 100 persons, depending on the conditions of the proposed site (e.g., physical size, topography, site constraints, etc.). A Homeless Encampment Use Permit may be conditioned to establish occupancy of less than 100 persons, depending on the conditions of the proposed site. After a Homeless Encampment reaches its maximum capacity, any individual who arrives after sundown (and who meets all screening criteria) will be allowed to stay for one night, after which the individual shall not be permitted entry until a vacancy is available. Such occurrences shall be logged and reported to the Director on a weekly basis.

(7) Minor Residents. No children under the age of 18 shall be allowed to stay overnight in a Homeless Encampment unless accompanied by a parent or legal guardian. If any other child under the age of 18 attempts to stay overnight at a Homeless Encampment, the Managing Agency shall immediately contact the Washington State Department of Social and Health Services Child Protective Services, or its successor.

(8) Structures. Any permanent structures, as determined by the Director, shall meet the requirements of all SMC provisions and receive any necessary permits. All temporary structures for Homeless Encampments shall comply with the following requirements:

- (a) Homeless Encampment structures and facilities shall be located a minimum of 20 feet away from any property line, unless otherwise approved by the Director;

- (b) A six-foot-high sight-obscuring fence, vegetative screen or other visual buffering shall be provided between a Homeless Encampment and any abutting residential property. The Director shall consider existing vegetation, fencing, topographic variations and other site conditions in determining compliance with this requirement and may modify the fence requirement when the objective is substantially achieved by other means;
- (c) Exterior lighting must be directed downward, away from adjoining properties, and contained within the Homeless Encampment; and
- (d) If the Homeless Encampment includes tents or membrane structures in excess of 400 square feet, or canopies in excess of 400 square feet, as defined by the International Fire Code, then a permit and approval for the tent, canopy or membrane structure shall first be obtained from the fire marshal.

(9) Smoking Area. A designated smoking area shall be provided on site in the location which would result in the least impact on neighboring properties based on distance.

(10) Debris. Each site occupied by a Homeless Encampment shall be left free of debris, litter, or other evidence of the Homeless Encampment upon the Homeless Encampment moving from the site.

(11) Health Department Compliance. Homeless Encampments shall comply with all applicable standards of the Seattle-King County health department, or its successor.

(12) Code Compliance and Hours of Service. Homeless Encampments shall comply with all codes and regulations of the state of Washington, City, and other agencies with jurisdiction concerning, but not limited to, drinking water connections, human waste, solid waste disposal, electrical systems, cooking, food handling, and fire-resistant materials. Servicing of portable toilets and trash dumpsters is prohibited between the hours of 10:00 p.m. and 7:00 a.m. on Mondays through Fridays, and between the hours of 10:00 p.m. and 9:00 a.m. on Saturdays, Sundays, and legal holidays, except in the case of bona fide emergency or under the terms of a permit condition approved by the Director in the case of demonstrated necessity.

(13) Inspections. Homeless Encampments shall permit regular inspections by regulatory personnel, including but not limited to, City staff, police department, fire department, King County Health department, and any other regulatory agencies with jurisdiction to check for permit and other code compliance by the Homeless Encampment.

(14) Required Services. Homeless Encampments shall have services such as food, water, and waste disposal supervised by the Sponsor or Managing Agency.

(15) Resident Log. The Managing Agency shall maintain a resident log of all people residing at the Homeless Encampment. Such log shall be kept on site at the Homeless Encampment. Prospective encampment residents shall provide a verifiable form of identification when signing the log. The Sponsor shall be responsible for verifying that the log is being properly kept and that verifiable forms of identification are being provided.

(16) Code of Conduct. Sponsors and Managing Agencies shall ensure enforcement of a code of conduct at Homeless Encampment sites. The code of conduct shall substantially include the following:

- (a) Possession or use of illegal drugs is not permitted;
- (b) No alcohol is permitted;
- (c) No weapons are permitted;
- (d) All knives over three and one-half inches must be turned in to the Managing Agency for safekeeping;
- (e) No violence is permitted;
- (f) No open flames are permitted;
- (g) No trespassing onto private property in the surrounding neighborhood is permitted;
- (h) No littering on the Homeless Encampment site or in the surrounding neighborhood is permitted; and
- (i) No convicted sex offender shall reside in the homeless encampment.

Nothing within this section shall prohibit a Sponsor or Managing Agency from imposing and enforcing additional code of conduct conditions not otherwise inconsistent with this section.

(17) Permit Violation Process. Upon a determination that there has been a violation of any condition of permit approval, the Director may give written notice to the Sponsor describing the alleged violation pursuant to SMC Title 23 and other applicable code authority, or may instead immediately pursue available judicial or other remedies. Any violation of a subsequently issued stop work order under SMC 23.70 is declared a nuisance and may be remedied by injunctive relief, revocation of the Homeless Encampment Use Permit and vacation of the

site by the Homeless Encampment, or any other available remedy in law or equity.

(18) Health and Safety Permit Conditions. The Director may modify or establish any requirements necessary to mitigate impacts from Homeless Encampments on the public health and safety in accordance with the purpose of this chapter.

(19) Application. An applicant for a Homeless Encampment permit shall submit all of the following, unless modified by the Director:

- (a) Application form for a Homeless Encampment Use Permit;
- (b) A site plan, which extends 50 feet beyond the proposed site's property boundaries, drawn to scale showing all of the following:
  - (i) All existing structures;
  - (ii) Existing parking stalls;
  - (iii) Parking stalls proposed to be unavailable for parking vehicles during the homeless encampment;
  - (iv) All proposed temporary structures;
  - (v) Proposed electrical and plumbing connections;
  - (vi) Location of trash receptacles, including trash dumpsters;
  - (vii) Location of toilets and other sanitary facilities;
  - (viii) Location and details of any proposed connection to wastewater, potable water, stormwater, electrical supply, or other public or private utility systems;
  - (ix) Proposed and existing ingress and egress;
  - (x) Any permanent alterations on the lot to the site or structures;  
and
  - (xi) A designated smoking area; and
  - (xii) Access routes for emergency vehicles.
- (c) Proposed fencing or screening detail or a typical section of same;
- (d) Written authorization from the Sponsor on whose property the Homeless Encampment is to be located;

- (e) A copy of any agreements with other parties regarding use of parking, either on site or off site;
- (f) A copy of any agreement between the Sponsor, the Managing Agency, and any schools and/or child care services;
- (g) A copy of the code of conduct;
- (h) The applicant shall provide the following neighborhood meeting documentation:
  - (i) The date, time, and location of the meeting;
  - (ii) Contact information for all persons representing the Managing Agency and Sponsor at the meeting;
  - (iii) A summary of comments provided for the meeting attendees by the applicant, Managing Agency or Sponsor prior to or during the meeting;
  - (iv) A summary of comments received from meeting attendees or other persons prior to or during the meeting; and
  - (v) Copies of documents submitted or presented at the meeting.
- (i) Any other information deemed necessary by the Director to protect public health and safety for the processing of a Homeless Encampment Use Permit; and
- (j) Application filing fees in an amount established by City resolution.

(20) Modification for Catastrophic Event. The Director may modify these requirements as necessary for the public health and safety when a catastrophic event necessitates the immediate establishment of a Homeless Encampment.

**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This Ordinance shall be effective five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON \_\_\_\_\_, 2014.**

CITY OF SAMMAMISH

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Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Mike Kenyon, City Attorney

Filed with the City Clerk: May 29, 2014  
Public Hearing: June 3, 2014  
First Reading: June 3, 2014  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

## Exhibit 2



*Department of Community Development*

801 - 228<sup>th</sup> Ave SE, Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.sammamish.us

**Temporary Encampment Comparison Table**

	<b>Sammamish (PC Rec)</b>	<b>Mercer Island</b>	<b>Bellevue</b>	<b>Bothell</b>	<b>Issaquah</b>	<b>Kirkland</b>	<b>Redmond</b>	<b>SeaTac</b>	<b>Seattle</b>
<i>Specific Code Section for Temporary Encampments?</i>	Yes.	Yes.	Yes.	Yes.	No.	No.	No.	No.	Yes.
<i>Minimum Time Application must be Submitted Prior to Arrival.</i>	30 days.	75 days.	Unspecified.	Unspecified.	Unspecified.	30 days.	30 days.	30 days.	No.
<i>Frequency</i>	One encampment per 18 months per site calculated from the first day of the prior encampment's occupancy.	One encampment per 18 months per site calculated from the last day of the prior encampment's occupancy.	One encampment per 18 months per site. **A 180 day gap is required from the last day of one encampment to the first day of the next.	One encampment per 12 months per site.	Unspecified..	One encampment per 365 days per site.	One encampment per 365 days per site.	One encampment per 12 months per site calculated from the first day of the prior encampment's occupancy.	Unspecified.

	<b>Sammamish (PC Rec)</b>	<b>Mercer Island</b>	<b>Bellevue</b>	<b>Bothell</b>	<b>Issaquah</b>	<b>Kirkland</b>	<b>Redmond</b>	<b>SeaTac</b>	<b>Seattle</b>
<i>Duration</i>	3 calendar months + 5 days for move in or out.	90 days. Additional 5 days may be granted to move on a weekend.	60 days. Consent decree allows for 90 days.	90 days. Additional weekend if 90 <sup>th</sup> day is a Friday.	90 days.	92 days.	110 days.	90 days.	4-6 months: Master Use Permit.
<i>Encampment Setback from Abutting Properties.</i>	20 feet.	20 feet.	20 feet.	20 feet.	Unspecified.	20 feet.	Discretionary.	Discretionary.	Unspecified.
<i>Sight Obscuring Fence or Screening Required?</i>	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Discretionary.	Yes.	No.
<i>Lighting Regulation?</i>	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Discretionary.	No.	No.
<i>Maximum Number of Residents at Encampment.</i>	100.	100.	100.	Unspecified..	100.	100.	100.	100.	100.
<i>Parking Requirements at Site?</i>	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	No.
<i>Proximity to transit Required?</i>	Transportation plan required.	Yes.	Yes, or transportation plan required.	Yes.	No.	Yes.	Discretionary.	Yes.	No.
<i>Children Prohibited from Staying in Encampment?</i>	Yes.	Yes.	Yes.	No.	No.	Yes.	Discretionary.	No.	No.
<i>Code of Conduct for Persons in Encampment?</i>	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Discretionary.	Yes.	No.
<i>Specific Health, Safety and Fire Protections Apply?</i>	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Discretionary.	Yes.	Yes.

	Sammamish (PC Rec)	Mercer Island	Bellevue	Bothell	Issaquah	Kirkland	Redmond	SeaTac	Seattle
Identification, and Warrant and Sex Offender Checks Required For Persons at Encampment?	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Discretionary.	Yes.	No.
Inspections Required?	Yes.	Yes.	No.	No.	Yes.	Yes.	Discretionary.	Yes.	Allowed.
Is Notice Provided to Neighbors Prior to Decision?	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Yes.	No.	No.
Must Notify, and Meet and Confer with Nearby Schools and Daycares?	Yes. 500 feet.	Yes. 600 feet.	Yes. 600 feet.	Yes. 600 feet.	No.	No.	No.	No.	No.
Can There be Immediate Enforcement of Violations?	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Unspecified.
Are There Any Penalties for Violating Codes or Agreement?	Yes.	Yes.	Yes.	Yes.	Yes.	No.	No.	Yes.	Unspecified.
Is there a provision for hold harmless / indemnification for City taxpayers?	No.	Yes.	No.	No.	Yes.	No.	No.	No.	No.
Process For People Evicted From Tent City?	No.	No.	No.	No.	No.	No.	No.	No.	No.

\*This provision is not codified, but was included in the agreement between the City of Mercer Island, the Seattle Housing and Resource Effort/Women's Housing Equality and Enhancement League (SHARE/WHEEL), and the Mercer Island United Methodist Church, dated June 16, 2008.

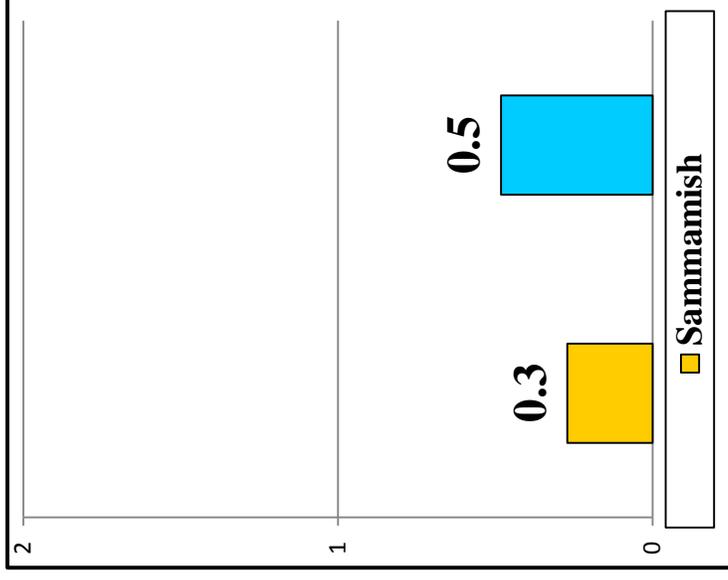
\*\*This provision is found in the consent decree Temple B'nai Torah vs. the City of Bellevue, filed 01/27/2006.

## Exhibit 3

# Development Review Staff Comparison: 2013 Full Time Employees (FTE)

(per 1,000 population)

	*Adj. FTE	**Population	Per 1,000 Population
Issaquah	17.0	32,130	0.5
Redmond	43.0	55,840	0.8
Bellevue	49.0	132,100	0.4
Kirkland	29.0	81,730	0.4
SeaTac	13.0	27,310	0.5
Bothell	11.0	34,460	0.3
Mercer Island	12.5	22,720	0.6
<b>Sammamish</b>	<b>13.0</b>	<b>48,060</b>	<b>0.3</b>
<b>Average (4 other)</b>	<b>24.9</b>	<b>55,184</b>	<b>0.5</b>



\*Adjusted FTE = Development Review and Inspectors: Planners, Permit Technicians, Building Inspectors, Code Enforcement, and First-line Managers

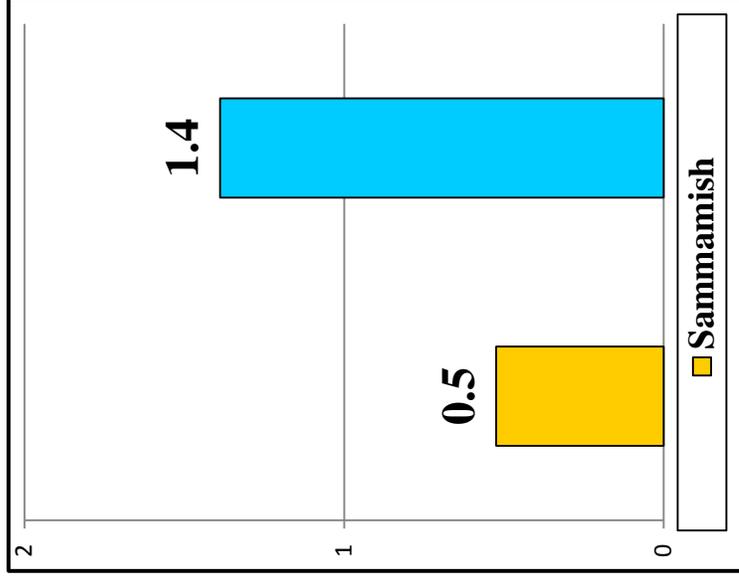
\*Data reflects best available public information.

\*\*Office of Financial Management: April 1st Official Population Estimates

## Exhibit 4

## Sworn Officer Comparison: 2013 (per 1,000 population)

	*Officers	*Population	Per 1000 Population
Issaquah	34.0	32,130	1.1
Redmond	85.0	55,840	1.5
Bellevue	177.0	132,100	1.3
Kirkland	97.0	81,730	1.2
SeaTac	42.3	27,310	1.5
Bothell	57.0	34,460	1.7
Mercer Island	32.0	22,720	1.4
<b>Sammamish</b>	<b>25.2</b>	<b>48,060</b>	<b>0.5</b>
<b>Average (7 other)</b>	<b>74.9</b>	<b>55,184</b>	<b>1.4</b>



\*King County Sheriff's Office Data (Police Cost Comparison Study 2013)

## Exhibit 4



*Department of Community Development*

801 - 228<sup>th</sup> Ave SE, Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.sammamish.us

**City Council Topics/Questions Table:  
Homeless Encampment Code Development**

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
1	<p>Classification of decision process 20.05.020</p> <p>City Council comment/question requested this information related to permit process.</p>	<p>Type 1 – administrative, with added notice requirement. No administrative appeal process.</p>	<p><b>Mercer Island</b> – No administrative appeal  <b>Bellevue</b> – Process V – No administrative appeal  <b>Bothell</b> – Type II – Administrative appeal: Open record appeal before a hearing body.  <b>Issaquah</b> – Special Use/Special Event Permit – Appealable to the City Council  <b>Kirkland</b> – No administrative appeal  <b>Redmond</b> – Type I – Appealable to the hearing examiner  <b>SeaTac</b> – Type I – Appealable to the hearing examiner</p>	<p>Some jurisdictions provide for an administrative appeal process. However, because of state law allowances, the reviewing body/examiner would have limited authority in an appeal. Timing could be problematic for the encampments, and staff resources would be required.</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
2	Eligible Hosts 21A.70.195(1)	Religious Organizations on real property owned or controlled by the organization	<p><b>Mercer Island</b> – A place of worship</p> <p><b>Bellevue</b> – “...as an accommodation of religious exercise by the Encampment Host, Sponsor or Manager”.</p> <p><b>Bothell</b> – No limitation</p> <p><b>Issaquah</b> – No limitation</p> <p><b>Kirkland</b> – Church or other community based organization</p> <p><b>Redmond</b> – No limitation</p> <p><b>Sea-Tac</b> – No limitation</p>	State Law allows for religious organizations to host on real property owned or controlled by the organization. Cities may also allow for hosting on other sites.	
3	How long can an encampment occupy the same site? 21A.70.195(2)	<p><b>Majority:</b> 3 calendar months + 5 days move in/out</p> <p><b>Minority:</b> 4 calendar months + 5 days move in/out</p>	<p><b>Mercer Island</b> – 90 days</p> <p><b>Bellevue</b> – 60 days by code; 90 days by consent decree</p> <p><b>Bothell</b> - 90 days + weekend</p> <p><b>Issaquah</b> – 90 days (by permit)</p> <p><b>Kirkland</b> – 92 days</p> <p><b>Redmond</b> – 110 days</p> <p><b>Sea-Tac</b> – 90 days</p>	The Bellevue consent decree stipulates particular interpretations of the City of Bellevue’s Ordinance (Number 5615) relative to temporary homeless encampments.*	
4	How often can an encampment return to the same location? 21A.70.195(2)	Once per 18 month period calculated from the first day of the prior encampment’s occupancy.	<p><b>Mercer Island</b> – No encampments within ½ mile of one that ended 18 months from the last day of the prior encampment’s occupancy.</p> <p><b>Bellevue</b> – Once per 18 month period by code, calculation method not specified;</p> <p>*Required 180 day gap between encampments by consent decree, calculated from the last day of the prior encampment.</p> <p><b>Bothell</b> – Once per 12 month period, calculation method not specified.</p> <p><b>Issaquah</b> – Unspecified</p>		

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
5	How many encampments are allowed in the City at the same time? 21A.70.195(2)	One encampment at a time.	<p><b>Kirkland</b> – Once per 365 day period, calculation method not specified.</p> <p><b>Redmond</b> – Once per 365 day period, calculation method not specified.</p> <p><b>Sea-Tac</b> – Once per 12 month period calculated from the first day of the prior encampment’s occupancy.</p> <p><b>Mercer Island</b> – One, SHARE/WHEEL and Mercer Island United Methodist Church agreement.</p> <p><b>Bellevue</b> – No criteria by code; *One by consent decree.</p> <p><b>Bothell</b> – No criteria</p> <p><b>Issaquah</b> – No criteria</p> <p><b>Kirkland</b> – No criteria</p> <p><b>Redmond</b> – No criteria</p> <p><b>Sea-Tac</b> – One</p>		
6	How many encampments are allowed within the City limits in a year (12 months)? 21A.70.195(2)	2 encampments per 365 day period.	<p><b>Mercer Island</b> – One per year (SHARE/WHEEL agreement)</p> <p><b>Bellevue</b> – No limit by code; *Two are possible by consent decree with 180 day gap between encampments.</p> <p><b>Bothell</b> – No limit</p> <p><b>Issaquah</b> – Unspecified</p> <p><b>Kirkland</b> – No limit</p> <p><b>Redmond</b> – No limit</p> <p><b>Sea-Tac</b> – One per 12 month period.</p>		

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
7	<p>Neighborhood Meeting 21A.70.195(4)</p> <p>Council question/comment: Should other institutions with large child populations within 500 feet be included in the “meet and confer” requirement?</p>	<p>Must mail notice of the neighborhood meeting 15 days prior to the meeting to properties within 500 feet of the host site.</p> <p>Requirement to meet and confer with Sammamish Police Dept., schools and daycares within 500 feet of the host site.</p>	<p><b>Mercer Island</b>-Informal public meeting required to be mailed to all property within 600 feet of the site 10 days prior to the meeting. <b>Bellevue</b> – Meeting required. Notice shall be mailed to properties within 600 feet of the site and the site posted. <b>Bothell</b> – Requires that the applicant contact day care/schools within 600 feet with written notice and request comments prior to application. <b>Issaquah</b> – Unspecified <b>Kirkland</b> – 14 days prior to start of encampment. Mail notice to properties within 500 feet. <b>Redmond</b> – “Prior to the decision on the application for a temporary encampment, the administrator shall require that a neighborhood meeting be held.” <b>Sea-Tac</b> – One meeting 14 days before submittal of the application. Must mail notice 14 days before the meeting to properties within 1,000 feet of site.</p>		
8	<p>Notice of Application 21A.70.195(4)(c)</p>	<p>Notice of Application mailed to properties within 500 feet [per SMC 20.05.060(7)]</p>	<p><b>Mercer Island</b> – Notice mailed to all property owners within 600 feet at least 10 days prior to decision. <b>Bellevue</b> – Post on site and mail to properties within 600 feet.</p>	<p>500 feet is consistent with other city notice requirements.</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
9	Warrant/Sex offender/background checks 21A.70.195(4)(d)	Warrant and Sex Offender Checks (W/S), yes; Background checks, no	<p><b>Bothell</b> – Mail to properties within 300 feet, post and publish with 21 day comment period.</p> <p><b>Issaquah</b> – Unspecified</p> <p><b>Kirkland</b> – Notice to paper 7 days prior to decision, 14 days before decision mailed to property owners within 500 feet. Notice of decision within 4 days of decision to paper and mailed.</p> <p><b>Redmond</b> – Notice of application mailed and posted with a comment period of 21 days.</p> <p><b>Sea-Tac</b> – No Notice of application specified.</p> <p><b>Mercer Island</b> – W/S , yes; Background, no</p> <p><b>Bellevue</b> – W/S, yes; Background, no</p> <p><b>Bothell</b> – W/S, yes; Background, no</p> <p><b>Issaquah</b> – Unspecified</p> <p><b>Kirkland</b> – W/S, yes; Background, no</p> <p><b>Redmond</b>-Director’s discretion</p> <p><b>Sea-Tac</b> – W/S, yes; Background, no</p>	<p>A clear distinction was drawn between warrant/sex offender checks and background checks. Chief Elledge provided the following explanation:</p> <p><i>A background check will reveal if a person has been convicted of a crime in Washington State. A warrant/sex offender check will reveal if there is a warrant out for someone’s arrest, and if he/she is a registered sex offender. The police cannot randomly run background checks. It has to be for criminal justice purposes (this does not</i></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
10	Transportation (transit, grocery, other resources) 21A.70.195(5)	Sponsor or Managing Agency to submit a plan with the permit application demonstrating the ability for residents to obtain access to the nearest public transportation stop.	<p><b>Mercer Island</b> – Within ½ mile of transit</p> <p><b>Bellevue</b> – Transportation plan required.</p> <p><b>Bothell</b> – Within ½ mile of transit.</p> <p><b>Issaquah</b> – Unspecified</p> <p><b>Kirkland</b> – Within ½ mile of transit.</p> <p><b>Redmond</b> – May impose conditions on transportation to and from the camp.</p> <p><b>Sea-Tac</b> – Within ¼ mile of transit.</p>	<p><i>qualify).</i></p> <p>For background checks, the Council will want to consider if this provision would satisfy a safety concern above and beyond what the check for warrants and sex offender status would reveal. A narrower code provision that requires only warrant checks and sex offender status deals with active, current issues that are clearly safety concerns.</p> <p>The planning commission considered this requirement to be outside the norm of other peer jurisdictions, and of what is required of other city residents.</p>	
				<p>Access to the nearest transit stop would allow access to other services via transit. A provision could be included that requires the transit plan to include access to groceries and other services.</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
11	Debris cleanup 21A.70.195(10) and (14)	Site to be left free of debris, litter, or other evidence of the encampment upon moving from the site and waste disposal supervised by the Sponsor or Managing Agency	<p><b>Bellevue</b> – Provide refuse containers, empty twice a week.  <b>Bothell</b> – Trash containers required.  <b>Issaquah</b> - Unspecified  <b>Kirkland</b> – Solid waste disposal required.  <b>Redmond</b> – No specific requirement (public health)  <b>Sea-Tac</b> – Refuse receptacles required.</p>		
12	Code of Conduct (marijuana) 21A.195(16)	Code of conduct required to include prohibition on alcohol and illegal drugs.	<p><b>Mercer Island</b> – Yes.  <b>Bellevue</b> – Yes.  <b>Bothell</b> – Yes. It does not specify a prohibition on drugs or alcohol.  <b>Issaquah</b> – Yes (by permit).  <b>Kirkland</b> – Yes. No drugs or alcohol.  <b>Redmond</b> – Director’s discretion.  <b>Sea-Tac</b> – Yes. Prohibits drugs and alcohol.</p>	None of the jurisdictions mention marijuana. This could be added to the ordinance language.	
13	Catastrophic Event included? 21A.70.195(20)	Yes	<p><b>Mercer Island</b>- Yes.  <b>Bellevue</b>-No.  <b>Bothell</b>- Yes.  <b>Issaquah</b>- No.  <b>Kirkland</b>-No.  <b>Redmond</b>-Yes.  <b>Sea-Tac</b>-No.</p>		
14	Host or Sponsor to provide private security	No requirement	<p><b>Mercer Island</b> – No provisions.  <b>Bellevue</b> – No provisions.  <b>Bothell</b> – Yes, addressed in the code with code of conduct and warrant and sex offender checks. On site security required.</p>		

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
15	<p>Council Comment/Question:                      Clarify SMC 21A.70.195(2)(a), providing that no homeless encampment ("HE") shall operate in the City of Sammamish for more than three months,..." Three months during what time period?</p>	<p>21A.70.195(2)(a)</p>	<p><b>Issaquah</b> – No provisions.  <b>Kirkland</b> – No provisions.  <b>Redmond</b> – No provisions.  <b>Sea-Tac</b> – Requires code of conduct, warrant and sex offender checks and self-policing by sponsor.  <b>Mercer Island</b> – "...consecutive days."  <b>Bellevue</b> – "...at any one time."  <b>Bothell</b> – "...either consecutively or cumulatively, during any 12 month period,..."  <b>Issaquah</b> - Unspecified  <b>Kirkland</b> - Unspecified  <b>Redmond</b> - "... within any 365 day time period..."  <b>Sea-Tac</b> - Unspecified</p>	<p>The clarifying language below could be added to this provision:                       ...three consecutive or cumulative calendar months at any one location...</p> <p>This would be within 18 months, starting from the beginning date of the previous encampment. Other provisions in this section allow for one at a time within city limits.</p>	
16	<p>Council Comment/Question:                      What alternatives to the included Notice provision were considered by the Planning Commission and rejected and why?</p>	<p>21A.70.195(4)</p>	<p>See Item #8</p>	<p>The planning commission considered whether hand delivered rather than mailed notices could fulfill notice requirements. This is problematic from the standpoint of the file record. Hand delivered notice could supplement the mailed notice, however.</p> <p>The commission also considered a longer notice of neighborhood meeting (30 days), but considered this to be difficult for the encampments, and not</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
17	Council Comment/Question: What if any are the responsibilities of and consequences to the sponsoring church etc. to assure compliance with permit conditions?	21A.70.195(17)	<p>Responsibilities/consequences are described in the conditions of approval, the camp codes of conduct and the respective code sections as follows:</p> <p><b>Mercer Island</b> – Permit revocation  <b>Bellevue</b> – Permit revocation  <b>Bothell</b> – Notice of violation leading to permit revocation for noncompliance.  <b>Issaquah</b> – Permit revocation  <b>Kirkland</b> – Unspecified  <b>Redmond</b> – Unspecified  <b>Sea-Tac</b> – Permit revocation</p>	<p>consistent with other city notice requirements.</p> <p>Examples of other city notice requirements:</p> <p>20.05.035 SMC contains the neighborhood meeting notice requirement, 10 day notice prior to the meeting.</p> <p>SMC 20.05.060 contains the notice of application requirements. Notice to be mailed within 14 days of completeness, 21 day comment period.</p> <p>20.05.037 Unified zone development plan process requires 14 day notice prior to open house.</p>	
				<p>The city would treat the homeless encampment permit like any other permit issued in the city. The permit would be subject to conditions. Any violation of those conditions would generate a code compliance case, which would employ the incremental approach as codified in SMC 23.</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment	Deliberation
18	Council Comment/Question: What about bonding or insurance requirements for the Homeless Encampment or the church?	Not included	<p><b>Mercer Island</b> – Hold harmless agreement required.</p> <p><b>Bellevue</b> – Unspecified by code; *Proof of insurance required by consent decree.</p> <p><b>Bothell</b> – Religious organizations exempted.</p> <p><b>Issaquah</b> – Must provide proof of commercial liability insurance per permit conditions.</p> <p><b>Kirkland</b> – Unspecified</p> <p><b>Redmond</b> – Unspecified</p> <p><b>Sea-Tac</b> – Unspecified</p>	<p>The statute (RCW 35A.21.360) specifies that a City may not require insurance that will cover the city. There is no prohibition against requiring that the church provide proof of insurance that would cover other individuals. If a provision of this kind is included, it would need to be a “reasonable” amount and not “substantially burden” the host’s ability to house the encampment.</p>	

\*Temple B’Nai Torah, et. al., Plaintiffs, vs. The City of Bellevue, Defendant; United States District Court, Western District of Washington at Seattle; No. C05-1921-JCC; Filed 01/27/2006.

Agreement stipulates particular interpretations of the City of Bellevue’s Ordinance (Number 5615) relative to temporary homeless encampments and effects the parties named in the decree: Temple B’Nai Torah, Seattle Housing and Resource Effort (SHARE), and certain member churches of the Church Council of Great Seattle; The consent decree expires upon its tenth anniversary.



## Memorandum

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**DATE:** May 29, 2014  
**TO:** City Council  
**FROM:** Ben Yazici, City Manager  
**RE:** Community and Aquatic Center – Project Update

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At the last regular meeting held on May 20, 2014, the City Council authorized the City Manager to award the Community & Aquatic Center construction contract to Porter Brothers Construction Inc. provided that the reference checks were positive. I am pleased to report that reference checks have been completed and a contract was signed with Porter Bros. Construction, Inc. in the amount of \$28,003,812.51.

A summary of project costs, including known and anticipated costs, is provided below. We are within the project budget of \$34.5 million and consistent with the pre-bid estimate of \$34,177,563 as presented to the council on April 14, 2014.

<u>Construction Contract</u>	
Base Bid	\$23,863,000.00
Alternate 1, Waterslide:	\$ 326,020.00
Alternate 2, Large Gym:	\$ 990,000.00
Alternate 3, Walk/Jog Track:	\$ 311,238.00
Alternate 4, Pool deck tile:	\$ 84,000.00
Construction Sub-Total	\$25,574,258.00
9.5% WSST	\$ 2,429,554.51
<b>Total Construction Contract</b>	<b>\$28,003,812.51</b>
<u>5% Contingency</u>	\$ 1,400,190.63
<b>Total Authorized by Council on 5/20/14</b>	<b>\$29,404,003.14</b>
<u>Additional Project Costs</u>	
Demolition – Kellman House	\$ 77,656.31
Soft Costs (design, permitting, utilities etc.)	\$ 3,003,436.56
<u>Additional 5% Contingency</u>	\$ 1,400,190.62
<b>Total Additional Project Costs</b>	<b>\$ 4,481,283.49</b>
<b>ESTIMATED PROJECT TOTAL</b>	<b>\$33,885,286.63</b>

Two consulting contracts are still pending and will be brought to the council for consideration on June 17, 2014. One is for building commissioning services and the other is for construction materials testing and special inspection services. Building commissioning will ensure that all building mechanical and plumbing systems and controls are functioning properly upon occupancy. Construction materials testing and special inspections include geotechnical engineering inspection and materials testing to verify that materials installed in place reflect the quality indicated in the plans and specifications. In addition, the International Building Code prescribes a minimum amount of testing to demonstrate code compliance for key structural systems for the building, the parking garage and associated site improvements. Negotiations are still underway for both contracts, but we anticipate a total combined cost ranging from \$150,000 to \$200,000 for these services.

### **Project Summary:**

The Sammamish Community & Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public library. The project also includes an access loop road, a parking structure for approximately 185 vehicles, and surface parking for approximately 114 vehicles. The building includes a 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, two gymnasiums, a jogging track, fitness space, group fitness rooms, a break room, a family center room, meeting space, child watch areas, administration rooms, and service areas.

The project was bid on April 16, 2014, and bids were opened on May 19, 2014 and a total of ten bids were received. The bid included a base-bid and a total of four alternates including the water slide, the large gym, the jogging track and tiling of the pool deck. The lowest bid from Commercial Structures Inc., was withdrawn. Porter Brothers Construction was the second lowest bidder.

In accordance with the contract documents, the lowest responsible bid was based on the total bid price for all schedules. Staff recommended awarding all the additive alternates as the total bid was within the project budget.

### **Project Timeline**

Review of the land-use permits and building permits by the City are complete. We have also received permits for construction from the King County Department of Health. An overview of the project timeline is provided below:

Schematic Design	April to June 2013 (complete)
Design Development	June to October 2013 (complete)
Construction Documents	October 2013 to February 2014 (complete)
Permit Review	January to May 2014 (complete)
Bidding	April to May 2014 (complete)
Contract Award	May to June 2014 (complete)
Construction	June 2014 to December 2015

The contractor expects to break ground mid-June. Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.