



# City Council, Regular Meeting

## AGENDA

### Revised

6:30 pm – 9:30 pm

July 1, 2014

**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 June 15, 2014 for pay date June 20, 2014 in the amount of \$314,830.50
- 1. **Approval:** Claims for period ending July 1, 2014 in the amount of \$ 427,582.50 for Check No. 37838 through 37921
- 2. **Resolution:** Of The City Of Sammamish, Granting Final Plat Approval To The Plat Of Tarrington Place (Aka Bel Aire)
- 3. **Contract:** Intelligent Transportation System (ITS) Phase 1: 228<sup>th</sup> Avenue project/Jacobs Engineering Group Inc.
- 4. **Contract:** Amendment: Development On Call Review/Stantec Consulting Services Inc.
- 5. **Approval:** New Full Time Employee Position Deputy Director/Public Works
- 6. **Approval:** May 20, 2014 Regular Meeting
- 7. **Approval:** June 3, 2014 Regular Meeting
- 8. **Approval:** June 10, 2014 Study Session

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**

9. **Ordinance:** Second 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**

10. **Resolution:** Of The City Of Sammamish, Washington, Adopting A Master Plan For Big Rock Park
11. **Resolution:** Of The City Of Sammamish, Washington, Adopting A Six-Year Parks Capital Improvement Plan For 2015-2020.

## **Council Reports**

## **City Manager Report**

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

## **Adjournment**

## AGENDA CALENDAR

<b>July 2014</b>			
Tues 07/08	6:30 pm	Study Session	Lake Sammamish Urban Wildlife Designation Discussion: Eastside Fire & Rescue Non-Profit formation Stormwater CIP National Pollutant Discharge Elimination System (NPDES) Update SPWSD Sewer Comp Plan
Mon 07/14	<b>4:30 pm</b>	Joint Meeting	City of Issaquah @ Issaquah City Hall
Tues 07/15	6:30 pm	Study Session/Regular Meeting	Contract: East Sammamish Park Safety Nets Installation/TBD (consent) Financial Update: Budget revenue forecast Klahanie PAA Fiscal Report Contract: Asset Management Implementation/Geo Engineers
<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	Ordinance: First Reading Social Hosts	

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

<< June

## July 2014

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b> 8:30 a.m. Trail Work Project with WTA 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	<b>2</b> 8:30 a.m. Trail Work Project with WTA 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	<b>3</b> 8:30 a.m. Trail Work Project with WTA	<b>4</b> Independence Day City offices closed 6 p.m. Fourth on the Plateau	<b>5</b> 9 a.m. Fifth of July Clean Up
<b>6</b>	<b>7</b>	<b>8</b> 8:30 a.m. Trail Work Project at Evans Creek 12 p.m. Kiwanis KidsFirst! 6:30 p.m. City Council Study Session	<b>9</b> 4 p.m. Farmers Market	<b>10</b> 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	<b>11</b>	<b>12</b> 8:30 a.m. Trail Work Project with WTA
<b>13</b> 8:30 a.m. Trail Work Project with WTA	<b>14</b> 10 a.m. Finance Committee Meeting 4:30 p.m. Joint Meeting with City of Issaquah 6:30 p.m. Arts Commission Meeting	<b>15</b> 12 p.m. KCLS sponsored Kiwanis KidsFirst! 6:30 p.m. City Council Meeting	<b>16</b> 4 p.m. Farmers Market	<b>17</b> 6:30 p.m. Concerts in the Park	<b>18</b> 3 p.m. "Call to Artists" - Comprehensive Plan	<b>19</b> 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Children's Walk at Big Rock 7 p.m. Shakespeare Plays
<b>20</b>	<b>21</b> 6:30 p.m. Arts Commission Meeting Canceled	<b>22</b> 12 p.m. Kiwanis KidsFirst!	<b>23</b> 4 p.m. Farmers Market	<b>24</b> 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	<b>25</b>	<b>26</b> 7 p.m. Shakespeare Plays
<b>27</b>	<b>28</b>	<b>29</b> 12 p.m. KCLS sponsored Kiwanis KidsFirst!	<b>30</b> 4 p.m. Farmers Market	<b>31</b> 6:30 p.m. Concerts in the Park		

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

<< July

## August 2014

September >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 2 p.m. <b>Safe and Sound Sammamish</b>	6 4 p.m. <b>Farmers Market</b> 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	7 6:30 p.m. <b>Concerts in the Park</b>	8	9 7 a.m. <b>Sammamish Rotary Club Challenge Race / Soap Box Derby</b> 10 a.m. <b>Sammamish Days and Nights</b>
10 7:30 a.m. <b>Obliteride Bike Event Fundraiser for Fred Hutch. Cancer Research</b>	11	12 12 p.m. <b>KCLS sponsored Kiwanis KidsFirst!</b>	13 4 p.m. <b>Farmers Market</b>	14 10 a.m. <b>Family Volunteer Event</b> 6:30 p.m. <b>Concerts in the Park</b>	15	16 7 a.m. <b>Beaver Lake Triathlon</b> 10 a.m. <b>Sammamish Walks at Evans Creek Preserve</b>
17	18 6:30 p.m. <b>Arts Commission Meeting</b>	19 12 p.m. <b>Kiwanis KidsFirst!</b>	20 4 p.m. <b>Farmers Market</b>	21 6:30 p.m. <b>Concerts in the Park</b>	22	23 7 a.m. <b>Lake Sammamish Triathlon</b>
24	25	26	27 4 p.m. <b>Farmers Market</b>	28 10 a.m. <b>Family Volunteer Event</b> 6:30 p.m. <b>Concerts in the Park</b>	29	30
31	<b>City offices closed</b>					



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** June 26, 2014  
**RE:** Claims for July 1, 2014

\$ 64,184.87  
15,892.55  
345,695.83

## Top 10 Over \$10,000 Payments

Santana Trucking	\$104,237.77	Evans Creek Preserve Phase 1B
Everson's Econo Vac	\$54,646.73	Storm Filter Cleaning - May/June 2014
NW Landscape	\$25,427.54	Landscape Maintenance - April 2014 Parks & ROW
Barker Rinker Seacat	\$22,540.45	Community & Aquatic Center
Wa Trails Association	\$21,450.00	Evans Creek Preserve Phase 2
U.S. Bank Visa Card	\$15,892.55	City Wide Visa Card Purchases - May 2014
Pape Machinery	\$12,170.94	Excavator & Skid Steer Rental
Wa State Auditor's Office	\$11,896.65	Auditing Services - May 2014
Top to Bottom Janitorial	\$10,300.83	Janitorial Services - June 2014

\$ 427,582.50  
TOTAL \$ ~~425,773.25~~  
Checks # 37838 - 37921

1,809.25 +  
345,695.83 +  
15,892.55 +  
64,184.87 +  
427,582.50 \*

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 6/19/2014 - 3:26 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37838	06/20/2014	ANI	ANI Administrators NW Inc	1,752.55	37,838
37839	06/20/2014	CHAP13	Chapter 13 Trustee	280.00	37,839
37840	06/20/2014	ICMA401	ICMA 401	38,843.04	37,840
37841	06/20/2014	ICMA457	ICMA457	9,690.44	37,841
37842	06/20/2014	KINGFI	King County Finance A/R	500.00	37,842
37843	06/20/2014	PSE	Puget Sound Energy	12,826.84	37,843
37844	06/20/2014	WASUPPOR	Wa State Support Registry	292.00	37,844
				64,184.87	
Check Total:				64,184.87	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 6/25/2014 - 11:30 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37845	06/26/2014	US BANK	U. S. Bank Corp Payment System	15,892.55	37,845
Check Total:				15,892.55	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 6/25/2014 - 3:44 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37846	06/25/2014	ACH	ACH Homes LLC	7,500.00	37,846
37847	06/25/2014	ACTIONAP	Action Apparel	2,128.19	37,847
37848	06/25/2014	ALLAROUN	All Around Fence Co	1,725.72	37,848
37849	06/25/2014	ANI	ANI Administrators NW Inc	348.00	37,849
37850	06/25/2014	APEXPRES	Richard Miller	2,080.50	37,850
37851	06/25/2014	ARTEAST	Art East	1,280.00	37,851
37852	06/25/2014	BACKGROU	Background Source Intl	16.00	37,852
37853	06/25/2014	BELPAINT	Bellevue Paint & Decorating Inc	217.28	37,853
37854	06/25/2014	BERMANWM	William Berman	50.00	37,854
37855	06/25/2014	BOTTLERO	BottleRockIt LLC	900.00	37,855
37856	06/25/2014	BRS	Barker Rinker Seacat Architecture	22,540.45	37,856
37857	06/25/2014	BUILDERS	Builders Exchange of WA	211.70	37,857
37858	06/25/2014	CADMAN	Cadman, Inc.	711.87	37,858
37859	06/25/2014	CDW	CDW Govt Inc	545.24	37,859
37860	06/25/2014	CENTURY	Century Link	92.90	37,860
37861	06/25/2014	CODEPUB	Code Publishing Inc	358.72	37,861
37862	06/25/2014	COMEVERE	Comcast	2,682.92	37,862
37863	06/25/2014	COMPOFF	The Complete Office	245.07	37,863
37864	06/25/2014	DEERE	John Deere Landscapes	2,064.79	37,864
37865	06/25/2014	EVERSONS	Everson's Econo Vac, Inc.	54,646.73	37,865
37866	06/25/2014	FASTENAL	Fastenal Industrial Supplies	42.93	37,866
37867	06/25/2014	GOSSACK	Lindsay Gossack	203.00	37,867
37868	06/25/2014	GRAINGER	Grainger	806.67	37,868
37869	06/25/2014	HDFOWL	H. D. Fowler Company	4,128.17	37,869
37870	06/25/2014	HORIZON	Horizon	202.22	37,870
37871	06/25/2014	INTEGRA	Integra Telecom	1,277.30	37,871
37872	06/25/2014	ISSAQI	Issaquah Press, Inc.	293.13	37,872
37873	06/25/2014	ISSFOOD	Issaquah Food & Clothing Bank	756.25	37,873
37874	06/25/2014	KCBLANK	King County Finance	294.54	37,874
37875	06/25/2014	KINGFI	King County Finance A/R	797.50	37,875
37876	06/25/2014	LAKESIDE	Lakeside Industries	2,801.14	37,876
37877	06/25/2014	LOPEZMAR	Maria Lopez	152.50	37,877
37878	06/25/2014	MILLERPA	Pam Miller	850.00	37,878
37879	06/25/2014	MINUTE	Mike Immel	27.38	37,879
37880	06/25/2014	NC MACH	NC Machinery Co	4,358.19	37,880
37881	06/25/2014	NCA	Network Computing Architects Inc	2,295.66	37,881
37882	06/25/2014	NWCASC	Northwest Cascade, Inc.	352.22	37,882
37883	06/25/2014	NWLSVC	NW Landscape Services of WA LLC	25,427.54	37,883
37884	06/25/2014	NWNUISAN	Willard's Pest Control Company	220.64	37,884
37885	06/25/2014	NWPLAY	Northwest Playground Equipment	448.95	37,885
37886	06/25/2014	PACAIR	Pacific Air Control, Inc	936.85	37,886
37887	06/25/2014	PACSOIL	Pacific Topsoils, Inc	4,356.18	37,887
37888	06/25/2014	PAETEC	PAETEC Integrated Solutions Group,	2,290.32	37,888
37889	06/25/2014	PAPE	Pape Machinery Exchange	12,170.94	37,889
37890	06/25/2014	PIEDMONT	Piedmont Directional Signs	350.00	37,890
37891	06/25/2014	RAINIER	Rainier Wood Recyclers Inc	526.71	37,891
37892	06/25/2014	RLF	RLF Enterprises, LTD	5,914.92	37,892
37893	06/25/2014	ROSENBLA	Eli Rosenblatt	600.00	37,893
37894	06/25/2014	SAGAUDIO	SAG Audio and Staging	2,563.40	37,894
37895	06/25/2014	sam	Sammamish Plateau Water Sewer	4,504.56	37,895

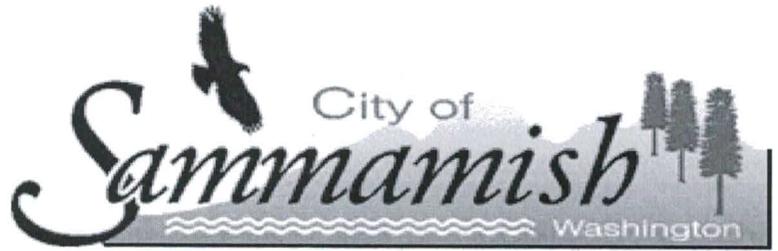
Check	Date	Vendor No	Vendor Name	Amount	Voucher
37896	06/25/2014	SANTANA	Santana Trucking & Excavating Inc	104,237.77	37,896
37897	06/25/2014	SEATIM	Seattle Times	327.60	37,897
37898	06/25/2014	SHELLEY	Bob Tomberg	1,500.00	37,898
37899	06/25/2014	SONSRAY	Sonsray Machinery LLC	188.30	37,899
37900	06/25/2014	STAPLES	Staples Advantage	3,044.64	37,900
37901	06/25/2014	TAGS	Tags Awards & Specialties	43.80	37,901
37902	06/25/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	37,902
37903	06/25/2014	USBANKNA	US Bank N.A.	86.00	37,903
37904	06/25/2014	USHEALTH	U S Healthworks	120.00	37,904
37905	06/25/2014	VANCE	Tom Vance	363.17	37,905
37906	06/25/2014	VANWINKL	Rachel Van Winkle	200.00	37,906
37907	06/25/2014	VERIZON	Verizon Wireless	2,807.47	37,907
37908	06/25/2014	VIBRANT	Vibrant Plants, Inc.	413.87	37,908
37909	06/25/2014	WAAUDIT	Wa State Auditor's Office	11,896.65	37,909
37910	06/25/2014	WALIC	Wa Dept of Licensiing	30.00	37,910
37911	06/25/2014	WATRACTO	Washington Tractor	77.70	37,911
37912	06/25/2014	WATRAILS	Wa Trails Assoc	21,450.00	37,912
37913	06/25/2014	WESTERNE	Western Entrance Tech LLC	617.58	37,913
37914	06/25/2014	WESTMARK	Westmark Products, Inc	5,966.66	37,914
37915	06/25/2014	WINGSNTH	Arnold W. Bailey	1,000.00	37,915
37916	06/25/2014	ZUMAR	Zumar Industries, Inc.	727.90	37,916
				345,695.83	
Check Total:					

37917- Void

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 6/26/2014 - 9:18 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
37918	07/01/2014	CENTLIN2	Century Link	48.09	37,918
37919	07/01/2014	DALZIEL	Tawni Dalziel	40.10	37,919
37920	07/01/2014	SAGAUDIO	SAG Audio and Staging	1,047.09	37,920
37921	07/01/2014	SAM	Sammamish Plateau Water Sewer	673.97	37,921
				Check Total:	1,809.25



# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 25, 2014

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Resolution: Final Plat for Tarrington Place (aka Bel Aire) Subdivision of 21 lots

**Action Required:** Motion to adopt resolution approving the subdivision

**Exhibits:**

1. Draft Resolution
2. Hearing Examiner Decision dated August 14, 2013
3. Matrix showing plat conditions and responses
4. Map of Final Plat
5. Vicinity Map

**Budget:** N/A Legislative Approval

**Summary Statement:**

The developer of the Tarrington Place (aka Bel Aire) subdivision is seeking to record the 21-lot subdivision, which will create 19 additional single family lots.

**Background:**

*Description:*

The subdivision was reviewed and granted preliminary plat approval by the Sammamish Hearing Examiner on August 14, 2013. Access to the development is from SE 32<sup>nd</sup> Street and SE 30<sup>th</sup> Street. The site is zoned Residential, 4 units per acre (R-4). There are no environmentally critical areas located on site.

The City of Sammamish has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and site development permit SDP2013-00814. The improvements have been substantially completed and inspected.



## City Council Agenda Bill

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*Performance Bond:*

The applicant has posted a bond for the installation of the remaining site improvements (including street and planter strip landscaping improvements) in the amount of \$276,675.10.

*Landscaping Bond:*

The applicant has posted a bond for the installation of the remaining landscaping and recreation improvements in the amount of \$170,599.71.

*Critical Areas Bonding:*

N/A

*Transportation Impact Fees:*

The applicant has paid 30% of the street impact fees in the amount of \$80,964.34 in addition to the applicable administration fees. The balance of the impact fees shall be paid at the time of building permit issuance on a per lot basis.

*School Impact Fees:*

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$54,435.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

*Parks Impact Fees:*

The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance, together with an administrative fee.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded for and will be met in a timely manner.

**Financial Impact:** N/A

Recommended Motion: Approve the 21-lot Tarrington Place subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2014-\_\_\_**

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A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF TARRINGTON PLACE (AKA BEL AIRE)

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Tarrington Place Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 21-lot plat of Tarrington Place;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of August 14, 2014 for the preliminary plat of Tarrington Place (aka Bel Aire) (PSUB2012-00001).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Tarrington Place (21-lot) plat.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 1st DAY OF JULY 2014.**

CITY OF SAMMAMISH

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

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

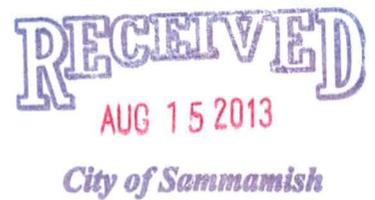
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Michael R, Kenyon, City Attorney

Filed with the City Clerk: June 20, 2014

Passed by the City Council:

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



**BEFORE the HEARING EXAMINER for the  
CITY of SAMMAMISH**

**DECISION**

FILE NUMBER: PSUB2012-00001

APPLICANT: PNW Holdings, LLC  
9675 SE 36<sup>th</sup> Street, Suite 105  
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Bel Aire*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: August 14, 2013

**INTRODUCTION <sup>1</sup>**

PNW Holdings, LLC (PNW) seeks preliminary approval of *Bel Aire*, a 21 lot single-family residential subdivision of a 5.55 acre site, owned by the Estate of Lucy Barmore, which is zoned R-4.

PNW filed a Base Land Use Application on December 19, 2012. (Exhibit S-2 <sup>2</sup>) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Testimony)

The subject property is located at 22516 and 22608 SE 32<sup>nd</sup> Street.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on August 8, 2013.

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<sup>1</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.  
<sup>2</sup> Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

HEARING EXAMINER DECISION  
RE: PSUB2012-00001 (*Bel Aire*)  
August 14, 2013  
Page 2 of 12

The Examiner held an open record hearing on August 8, 2013. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit S-17a)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net review day 189. (Exhibit 1, p. 4) The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. PNW chose to extend the deadline. (Testimony)

The following exhibits were entered into the hearing record during the hearing:

Exhibits S-1 – S-18: As enumerated on the Exhibit List prepared by the Department

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

#### **FINDINGS OF FACT**

1. The subject property is an "L"-shaped parcel with a short "leg" section and a long "foot" section. The subject property has frontage on both SE 32<sup>nd</sup> and SE 30<sup>th</sup> Streets as well as 228<sup>th</sup> Avenue SE. The "sole" of the "foot" fronts the north side of SE 32<sup>nd</sup> Street for some 900 feet; the top of the "leg" fronts the south side of SE 30<sup>th</sup> Street for about 150 feet; and the "toe" of the "foot" fronts the west side of 228<sup>th</sup> Avenue SE for about 220 feet. The subject property contains two single-family residences, one of which will be retained. (Exhibit S-4)
2. A Metro Park-n-Ride lot lies between the "foot" and SE 30<sup>th</sup> Street. A school lies across 228<sup>th</sup> Avenue SE from the subject property. Single-family residential development characterizes the remainder of the surrounding area. (Exhibits S-1, S-4, and S-5)
3. The subject property is nearly flat. The "foot" is characterized by a fairly dense stand of trees; the "leg" and "heel" contain scattered trees. The site contains no environmentally sensitive areas. (Exhibits S-1, S-4, and S-5)
4. The subject property is zoned R-4, residential development at a maximum density of four dwelling units per acre as are adjacent properties other than the Park-n-Ride lot which is zoned R-8. (Exhibit S-1)

HEARING EXAMINER DECISION

RE: PSUB2012-00001 (*Bel Aire*)

August 14, 2013

Page 3 of 12

5. PNW proposes to divide the subject property into 21 lots for single-family residential development. A large open space, recreation, and storm drainage control tract will border the south edge of the Park-n-Ride lot, extending south at its east end to touch SE 30<sup>th</sup> Street. Lot 16 will be slightly over one acre in size and will contain the one residence to be preserved. The proposed average lot size (discounting Lot 16) is approximately 6,616 square feet. (Exhibit S-4) All proposed lots meet applicable zoning standards. (Exhibit S-1)

Sixteen of the proposed lots will access onto SE 32<sup>nd</sup> Street: Lots 10 – 13 will share a joint driveway; the other eleven lots will have direct access. The remaining five lots will share a private access street onto SE 30<sup>th</sup> Street. (Exhibit S-4) Both SE 30<sup>th</sup> and 32<sup>nd</sup> Streets are classified as local access streets. No lots will have frontage on 228<sup>th</sup> Avenue SE, a principal arterial. (Exhibit S-8b, p. 4)

The Interim Public Works Standards (PWS) limit the number of lots that can share a joint driveway to two and the number of lots that can be served by a private street to four. Public Works approved variations from the PWS standards to allow the proposed design. Since SE 30<sup>th</sup> Street has a center median along the subject property's frontage on it, all access from that street must be right-in-right-out. Public Works concluded that the public interest would be best served with a single point of access. Proposed lot 13 is located very close to a "roundabout" in SE 32<sup>nd</sup> Street. Public Works concluded that the public interest would be best served if Lot 13 did not have direct driveway access onto SE 32<sup>nd</sup> Street because of conflict with the roundabout. (Exhibits S-4 and S-9)

6. The Department's Staff Report (Exhibit S-1) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. PNW concurred in full in the Findings, Conclusions, and Recommended Conditions set forth in that report with one request: PNW asked that the words "or as required by the City Engineer" be added to the end of the first sentence in Recommended Condition 11; Public Works had no objection to the requested addition. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full.
7. One citizen contacted the Department to suggest that Metro might want the subject property for construction of a parking garage. (Exhibit S-3) The record contains no request from Metro to purchase the subject property or to delay its development.

One citizen contacted PNW to request that speed bumps be installed on SE 32<sup>nd</sup> Street. Public Works stated that the roundabouts on SE 32<sup>nd</sup> Street are sufficient traffic calming measures and that the City frowns upon installation of speed bumps. (Testimony)

8. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

HEARING EXAMINER DECISION  
RE: PSUB2012-00001 (*Bel Aire*)  
August 14, 2013  
Page 4 of 12

### LEGAL FRAMEWORK<sup>3</sup>

The Examiner is legally required to decide this case within the framework created by the following principles:

#### Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

#### Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

When the examiner renders a decision ..., he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision ... is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other

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<sup>3</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

HEARING EXAMINER DECISION  
RE: PSUB2012-00001 (*Bel Aire*)  
August 14, 2013  
Page 5 of 12

planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

#### Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on December 19, 2012.

#### Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof. [City of Sammamish Hearing Examiner Rule of Procedure 316(a)]

#### Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

### **CONCLUSIONS OF LAW**

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Bel Aire* is essentially an uncontested case.
2. Based upon all the evidence in the record, the Examiner concludes that *Bel Aire* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
3. Given all the evidence in the record, the Examiner concludes that *Bel Aire* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.

## Exhibit 2

HEARING EXAMINER DECISION  
RE: PSUB2012-00001 (*Bel Aire*)  
August 14, 2013  
Page 6 of 12

The City cannot deny an otherwise compliant application solely because one citizen believes that a public agency, which has not chosen to participate in the review process, might someday want the subject property for a public purpose.

4. The recommended conditions of approval as set forth in Exhibit S-1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
  - A. Recommended Condition 3 will be revised to list the approved plat by its exhibit number. It will also be moved to be the first condition.
  - B. Recommended Condition 6 will be revised to retain the reference to Exhibit S-9 without implying that that exhibit is physically attached to the Decision.
  - C. Recommended Condition 11 will be revised as discussed in Finding of Fact 6, above.
  - D. Recommended Conditions 24, 26, 27, 30 – 33, 35, 37, and 39 – 41 will have quotation marks added to clarify which wording is to appear verbatim on the face of the final plat.
  - E. Recommended Condition 41 will be revised to replace the shorthand “Per” with “Pursuant to”.
  - F. Two additional conditions will be added, each containing a statement to appear on the face of the final plat. The PWS Variations were approved by Public Works expressly to obviate the need for Lots 13, 19, and 20 to have direct access onto the abutting public streets. Conditions need to be added barring those lots from direct vehicular access to public streets.
5. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

HEARING EXAMINER DECISION  
RE: PSUB2012-00001 (*Bel Aire*)  
August 14, 2013  
Page 7 of 12

**DECISION**

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Bel Aire* **SUBJECT TO THE ATTACHED CONDITIONS.**

Decision issued August 14, 2013.

  
\_\_\_\_\_  
John E. Galt  
Hearing Examiner

**HEARING PARTICIPANTS <sup>4</sup>**

Maher Joudi  
Tawni Dalziel

Mona Davis

**NOTICE of RIGHT of RECONSIDERATION**

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228<sup>th</sup> Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

**NOTICE of RIGHT of JUDICIAL REVIEW**

This Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

<sup>4</sup> The official Parties of Record register is maintained by the City's Hearing Clerk.

**CONDITIONS OF APPROVAL**  
***Bel Aire***  
**PSUB2012-00001**

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the Design Requirements as set forth in hearing Exhibit S-18, and the following special conditions:

1. Exhibit S-4 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on December 19, 2012, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. Pursuant to SMC Chapter 19A.12, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 84 months, provided Plator may file for an extension as permitted by code.
4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC Chapter 19A.16.
5. The Plator or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208.
6. The proposed private road access tract and joint use driveway shall conform to the provisions of the approved variations to the Public Works Standards. (Exhibit S-9)

***Prior to Final Construction Approval:***

7. Half street frontage improvements on SE 32<sup>nd</sup> Street shall be provided in accordance to PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191 for a local road. The improvements shall work with the existing traffic circles on 225<sup>th</sup> Avenue SE and 226<sup>th</sup> Avenue SE and will be reviewed and approved during final engineering.

HEARING EXAMINER DECISION

RE: PSUB2012-00001 (*Bel Aire*)

August 14, 2013

Page 9 of 12

8. Access to lots 11, 12, and 13 shall be through a joint use driveway consistent with PWS.15.170.
9. Access to lots 17-21 shall be through a private road tract consistent with PWS.15.090.
10. Coordination shall occur between the Sammamish Plateau Water & Sewer District (SPWSD) and the Plator to ensure additional utilities and proposed fences are outside the water and sewer main easement located within proposed Tract B.
11. Illumination shall be provided on the local roads consistent with the City's standards for average foot candles and uniformity for a local road or as required by the City Engineer. Luminaires shall be full cut-off. Pole type and style shall be approved by Public Works.
12. Drainage plans, Technical Information Reports, and analysis shall comply with the *2009 King County Surface Water Design Manual (KCSWDM)*, the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish *Stormwater Management Comprehensive Plan*.
13. A public access easement shall be provided with a north to south non-motorized connection as generally shown on the preliminary plat plans.
14. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tract A.
15. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.
16. Prior to acceptance into the Maintenance and Defect period, project close-out documents, including as-builts and final corrected TIR, shall be submitted to Public Works for approval.

***Prior to Final Plat Approval:***

17. Private roads shall be constructed under the Site Development permit.
18. Joint use driveways shall be bonded for or constructed under the Site Development permit.
19. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and detention pond.
20. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Plator. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of six weeks prior to final plat. Temporary street signs may be required for internal plat roads for

HEARING EXAMINER DECISION

RE: PSUB2012-00001 (*Bel Aire*)

August 14, 2013

Page 10 of 12

emergency vehicle access. "No Parking" signs shall be installed prior to final plat and required on all proposed street and private roads with clear widths of 20-ft or less.

21. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
22. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the *2009 King County Surface Water Design Manual City of Sammamish Addendum*.
23. A Public Works performance bond shall be posted consistent with the *2009 King County Surface Water Design Manual*.

***Conditions to appear on the face of the final plat:***

24. *"Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."*
25. Unless otherwise directed by Public Works, the following note shall be shown on the final recorded plat: *"Unless directed to individual lot flow control BMP's, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline per the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval."*
26. *"For all lots which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that the top of trench is below bottom of foundation."*
27. *"No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws."*
28. The Plator shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.
29. Any Surface Water Management facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated or an easement provided to the City of

HEARING EXAMINER DECISION

RE: PSUB2012-00001 (*Bel Aire*)

August 14, 2013

Page 11 of 12

Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.

30. *“Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
31. *“Maintenance of landscaping strips along the stormwater pond perimeter, other than the interior pond embankments, shall be the responsibility of the Homeowners Association.”*
32. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*
33. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*
34. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
35. *“Individual lot flow control BMP’s in accordance to the 2009 King County Surface Water Design Manual shall be provided with each single-family residential building permit unless otherwise incorporated into the subdivision site development plans.”*
36. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.
37. *“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”*
38. The plattor shall include a note regarding the payment of all street impact fees on the subject site in accordance to SMC 14A.15 and consistent with the provisions of the City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.

## Exhibit 2

### HEARING EXAMINER DECISION

RE: PSUB2012-00001 (*Bel Aire*)

August 14, 2013

Page 12 of 12

39. *“The proposed subdivision is subject to school impact fees for the Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the plattor shall pay one half of the required school impact fee, together with an administrative fee.”*
40. *“The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance, together with an administrative fee.”*
41. *“Pursuant to City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”*
42. *“Lots 19 and 20 shall take all vehicular access from the private access tract and shall not take access directly onto SE 30<sup>th</sup> Street.”*
43. *“Lot 13 shall take all vehicular access from the joint use driveway and shall not take access directly onto SE 32<sup>nd</sup> Street.”*

# Tarrington Place

Hearing Examiner's Condition	Applicant Response	Comments
<p>1. Exhibit S-4 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.</p>	<p>There have been no revisions to the approved preliminary plat</p>	<p>Final plat is consistent with approved preliminary plat.</p>
<p>2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on December 19, 2012, the vesting date of the subject application, However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the Intel-national Fire Code, as amended.</p>	<p>The plat has been prepared in compliance with the applicable rules and regulations.</p>	<p>The subject plat was developed in conformance with the approved preliminary plat under Site Development Permit SDP2013-00814.</p>
<p>3. Pursuant to SMC Chapter 19A.12, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 84 months, provided Plator may file for an extension as permitted by code.</p>	<p>The preliminary plat was approved August 14, 2014, and expires August 14, 2021. It is the intention of the developer to record the final plat as soon as possible.</p>	<p>All conditions met prior to expiration.</p>
<p>4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC Chapter 19A.16.</p>	<p>Noted</p>	<p>Performance bonds have been posted under SDP2013-00814.</p>
<p>5. The Plator or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208.</p>	<p>This has been noted on the final plat, see notes and restrictions No. 14, sheet 2.</p>	<p>Traffic impact fees were paid in the amount of \$24,519.30 on June 6, 2014.</p>
<p>6. The proposed private road access tract and joint use driveway shall conform to the provisions of the approved variations to the Public Works Standards. (Exhibit S-9)</p>	<p>This condition shall be met by the completion of construction as shown on the approved engineering plans</p>	<p>Completed as part of the Site Development Permit SDP2013-00814.</p>
<p><b>Prior to Final Construction Approval:</b></p>		
<p>7. Half street frontage improvements on SE 32nd Street shall be provided in accordance to PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191 for a local road. The improvements shall work with the existing traffic circles on 225th Avenue SE and 226th Avenue SE and will be reviewed and approved during final engineering.</p>	<p>This condition shall be met by the completion of construction as shown on the approved engineering plans</p>	<p>Completed as part of the Site Development Permit SDP2013-00814.</p>
<p>8. Access to lots 11, 12, and 13 shall be through a joint use driveway consistent with PWS.15.170.</p>	<p>This has been noted on the final plat, see notes and restrictions No. 2 and 18, sheet 2.</p>	<p>Completed as part of the Site Development Permit SDP2013-00814.</p>

# Tarrington Place

Hearing Examiner's Condition	Applicant Response	Comments
9. Access to lots 17-21 shall be through a private road tract consistent with PWS.15.090.	This has been noted on the final plat, see notes and restrictions No. 3 and 17, sheet 2.	Completed as part of the Site Development Permit SDP2013-00814.
10. Coordination shall occur between the Sammamish Plateau Water & Sewer District (SPWSD) and the Platlor to ensure additional utilities and proposed fences are outside the water and sewer main easement located within proposed Tract B.	This condition has been met by the review and approval of the water and sewer plans and the approved engineering plans.	Completed as part of the Site Development Permit SDP2013-00814.
11. Illumination shall be provided on the local roads consistent with the City's standards for average foot candles and uniformity for a local road or as required by the City Engineer. Luminaires shall be full cut-off. Pole type and style shall be approved by Public Works.	Existing illumination on frontage streets was deemed adequate. No additional illumination was required.	No additional lights were needed.
12. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Storm Water Management Comprehensive Plan.	The approved construction plans have been prepared in compliance with the applicable requirements.	Completed as part of the Site Development Permit SDP2013-00814.
13. A public access easement shall be provided with a north to south non-motorized connection as generally shown on the preliminary plat plans.	The required easement is produced on the final plat. See easement note 9, sheet 2 and depiction on sheet 5 of the final plat.	Completed as part of the Site Development Permit SDP2013-00814.
14. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tract A.	The required easement is produced on the final plat. See City of Sammamish drainage easement covenant, sheet 2 and depiction on sheet 4 of the final plat.	Completed as part of the Site Development Permit SDP2013-00814.
15. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.	This condition shall be met by action taken by the developer.	This will be completed and confirmed by the City prior to M&D and is not required prior to final plat.
16. Prior to acceptance into the Maintenance and Defect period, project close-out documents, including as-builts and final corrected TIR, shall be submitted to Public Works for approval.	Asbuilts and final corrected TIR will be submitted upon completion.	This will be completed and confirmed by the City prior to M&D and is not required prior to final plat.
<b>Prior to Final Plat Approval:</b>		
17. Private roads shall be constructed under the Site Development permit..	Noted	Private road Tracts B & C were completed as part of the Site Development Permit SDP2013-00814.
18. Joint use driveways shall be bonded for or constructed under the Site Development permit..	Noted	Joint use driveways were constructed as Tracts B & C and completed as part of SDP2013-00814.
19. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and detention pond.	This condition shall be met by the completion of construction as shown on the approved engineering plans.	The development has completed construction of stormwater facilities.

# Tarrington Place

Hearing Examiner's Condition	Applicant Response	Comments
<p>20. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Platorr. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of six weeks prior to final plat. Temporary street signs may be required for internal plat roads for emergency vehicle access. "No Parking" signs shall be installed prior to final plat and required on all proposed street and private roads with clear widths of 20-ft or less..</p>	<p>City of Sammamish Public Works Department will be contacted to initiate this process.</p>	<p>Public Works has confirmed that all required signage has been installed.</p>
<p>21. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.</p>	<p>All storm drain facilities and conveyance lines have been staked by DR Strong Consulting Engineers survey crews.</p>	<p>Completed as part of the Site Development Permit SDP2013-00814.</p>
<p>22. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 King County Surface Water Design Manual City of Sammamish Addendum.</p>	<p>This condition shall be met by the completion of construction as shown on the approved engineering plans.</p>	<p>Completed as part of the Site Development Permit SDP2013-00814.</p>
<p>23. A Public Works performance bond shall be posted consistent with the 2009 King County Surface Water Design Manual.</p>	<p>Noted</p>	<p>All required bonds have been posted under SDP2013-00814.</p>
<p><b>Conditions to appear on the face of the final plat:</b></p>		
<p>24. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 4, sheet 2.</p>	<p>Provided as Note #4 on the final plat.</p>
<p>25. Unless otherwise directed by Public Works, the following note shall be shown on the final recorded plat: "Unless directed to individual lot flow control BMPs, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline per the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 5, sheet 2.</p>	<p>Provided as Note #5 on the final plat.</p>
<p>26. "For all lots which contain or are adjacent to infiltration or dispersion trenches these lots shall be graded such that the top of trench is below bottom of foundation."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 6, sheet 2.</p>	<p>Provided as Note #6 on the final plat.</p>

# Tarrington Place

Hearing Examiner's Condition	Applicant Response	Comments
27. "No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws."	The required note has been included on the final plat, see Notes And Restrictions No. 7, sheet 2.	Provided as Note #7 on the final plat.
28. The Platlor shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	An appropriate note providing for the addresses has been included on the final plat; see Notes And Restrictions No. 8, sheet 2. Address ranges will be filled in once provided by the city.	Provided as Note #8 on the final plat.
29. Any Surface Water Management facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated or an easement provided to the City of Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.	Tract A is identified as a storm drainage tract, the easement location is depicted on sheet 4 and the City of Sammamish Drainage Easement Covenant is provided on sheet 2.	Provided on final plat and approved by Public Works.
30. "Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat. "	The required note has been included on the final plat, see Notes And Restrictions No. 9, sheet 2.	Provided as Note #9 on the final plat.
31. "Maintenance of landscaping strips along the stormwater pond perimeter, other than interior pond embankments, shall be the responsibility of the Homeowners Association.	The required note has been included on the final plat, see Notes And Restrictions No. 10, sheet 2.	Provided as Note #10 on the final plat.
32. "All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment."	The required note has been included on the final plat, see Notes And Restrictions No. 11, sheet 2.	Provided as Note #11 on the final plat.
33. "Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development."	Maintenance of the illumination along all local and private roads has been assigned to the homeowners association. See Notes And Restrictions No. 12, sheet 2.	Provided as Note #12 on the final plat.
34. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.	This has been noted on the final plat, see Impervious Surface Restriction, sheet 2.	Noted on final plat and approved by Public Works. Building permits will be conditioned accordingly.
35. "Individual lot flow control BMP S in accordance to the 2009 King County Surface Water Design Manual shall be provided with each single-family residential building permit unless otherwise incorporated into the subdivision site development plans."	See Impervious Surface Restriction, sheet 2.	Noted on final plat and approved by Public Works. Building permits will be conditioned accordingly.

# Tarrington Place

Hearing Examiner's Condition	Applicant Response	Comments
<p>36. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.</p>	<p>The retained trees are identified and the required restrictions are provided on sheet 6.</p>	<p>Retained trees are identified on Sheet 6 and confirmed tagged in the field.</p>
<p>37. "Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A. 35.240."</p>	<p>The required note has been included on the final plat, see sheet 6.</p>	<p>Tree Retention Note provided on Sheet 6 of final plat.</p>
<p>38. The platlor shall include a note regarding the payment of all street impact fees on the subject site in accordance to SMC 14A.15 and consistent with the provisions of the City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 13, sheet 2.</p>	<p>Provided as Note #13 on the final plat.</p>
<p>39. "The proposed subdivision is subject to school impact fees for the Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the platlor shall pay one half of the required school impact fee, together with an administrative fee."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 14, sheet 2.</p>	<p>Provided as Note #14 on the final plat.</p>
<p>40. "The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permits issuance, together with an administrative fee."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 15, sheet 2.</p>	<p>Provided as Note #15 on the final plat.</p>
<p>41. "Pursuant to City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 16, sheet 2.</p>	<p>Provided as Note #16 on the final plat.</p>
<p>42. "Lots 19 and 20 shall take all vehicular access from the private access tract and shall not take access directly onto SE 30th Street."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 17, sheet 2.</p>	<p>Provided as Note #17 on the final plat.</p>
<p>43. "Lot 13 shall take all vehicular access from the joint use driveway and shall not take access directly onto SE 32nd Street."</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 18, sheet 2.</p>	<p>Provided as Note #18 on the final plat.</p>



TARRINGTON PLACE
A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

DEDICATION:
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, AVENUES NOT SHOWN AS PRIVATE THEREON AND DEDICATE TO THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS ON THE LOTS AND TRACTS SHOWN HEREON FOR THE USE OF ORIGINAL REASONABLE GRADING OF STREETS AND AVENUES, AND FOR OTHER PUBLIC PURPOSES AS INDICATED ON THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL UTILITIES AND DRAINAGE SUCH AS SEWERAGE, WATER, GAS, AND TELEPHONE LINES, AND FOR ALL UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE WITHIN OR DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS SUCCESSORS OR INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELINQUISHING THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

ACH BUILDERS, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY: MICHAEL GLADSTEIN
ITS: MANAGER

BY: DOUGLAS ROSEN
ITS: SECRETARY

PIERRE BARMORE, JR.
AS TO HIS SOLE AND SEPARATE PROPERTY

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MICHAEL GLADSTEIN SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF ACH BUILDERS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED \_\_\_\_\_
SIGNATURE OF \_\_\_\_\_
NOTARY PUBLIC \_\_\_\_\_
TITLE \_\_\_\_\_
MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF WASHINGTON }
COUNTY OF } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT PIERRE BARMORE, JR. IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND FURTHER ACKNOWLEDGED IT TO BE HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED \_\_\_\_\_
SIGNATURE OF \_\_\_\_\_
NOTARY PUBLIC \_\_\_\_\_
TITLE \_\_\_\_\_
MY APPOINTMENT EXPIRES \_\_\_\_\_

LEGAL DESCRIPTION:

PARCEL A:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, CROFTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 247 OF PLATS, PAGES 87 THROUGH 91, UNDER RECORDING NUMBER 20080522000709, RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE NORTH RIGHT OF WAY MARGIN OF SE. 32ND STREET; THENCE SOUTH 88°27'48" EAST, ALONG SAID NORTH MARGIN, 210.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING SOUTH 88°27'48" EAST, ALONG SAID NORTH MARGIN, 694.06 FEET TO THE WEST RIGHT OF WAY MARGIN OF 228TH AVENUE SE, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 19990805000583, RECORDS OF SAID COUNTY; THENCE NORTH 01°31'46" EAST, ALONG SAID WEST RIGHT OF WAY MARGIN, 218.68 FEET; THENCE NORTH 88°10'03" WEST 654.68 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT G, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00040, RECORDED UNDER RECORDING NUMBER 20060727900004, RECORDS OF SAID COUNTY; THENCE NORTH 01°18'19" EAST, ALONG SAID SOUTHERLY PROLONGATION AND SAID WEST LINE, 165.31 FEET TO A POINT ON THE SOUTH RIGHT OF WAY MARGIN OF ISSAQUAH-PINE LAKE ROAD, SAID POINT BEING ON THE ARC OF A 493.50 FOOT RADIUS CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 01°23'14" EAST; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY MARGIN AS ESTABLISHED BY DEEDS RECORDED UNDER RECORDING NUMBERS 20080604000359 AND 20080723000354, RECORDS OF SAID COUNTY; THENCE WESTERLY, ALONG SAID CURVE AND SOUTH MARGIN, THROUGH A CENTRAL ANGLE OF 00°19'45" A DISTANCE OF 2.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°17'01" WEST, 112.07 FEET TO A POINT OF TANGENCY WITH A 493.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'25" A DISTANCE OF 99.40 FEET; THENCE NORTH 88°28'47" WEST 36.98 FEET TO THE EAST LINE OF SAID CROFTON PLAT; THENCE SOUTH 01°16'20" WEST, ALONG SAID EAST LINE 188.00 FEET TO A POINT THAT BEARS NORTH 01°16'20" EAST 210.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 82°27'48" EAST 210.00 FEET; THENCE SOUTH 01°16'20" WEST 210.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS NEW LOT A OF BOUNDARY LINE ADJUSTMENT NO. 2012-00001 RECORDED ON JULY 02, 2013 AS RECORDING NUMBER 20130702900012, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, CROFTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 247 OF PLATS, PAGES 87 THROUGH 91, UNDER RECORDING NUMBER 20080522000709, RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE NORTH RIGHT OF WAY MARGIN OF SE. 32ND STREET; THENCE SOUTH 88°27'48" EAST, ALONG SAID NORTH MARGIN, 210.00 FEET; THENCE NORTH 01°16'20" EAST 210.00 FEET; THENCE NORTH 88°27'48" WEST 210.00 FEET TO A POINT ON THE EAST LINE OF SAID CROFTON PLAT THAT BEARS NORTH 01°16'20" EAST 210.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 01°16'20" WEST 210.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS NEW LOT B OF BOUNDARY LINE ADJUSTMENT NO. 2012-00001 RECORDED ON JULY 02, 2013 AS RECORDING NUMBER 20130702900012, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.

STATE OF WASHINGTON }
COUNTY OF } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED DOUGLAS ROSEN, TO ME KNOWN TO BE THE SECRETARY OF ALSO INVESTMENT COMPANY, A WASHINGTON CORPORATION, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

WITNESS MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC RESIDING AT \_\_\_\_\_
PRINTED NAME: \_\_\_\_\_
MY COMMISSION EXPIRES: \_\_\_\_\_

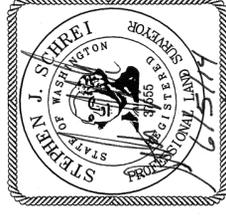


D.R. STRONG
CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS
620 7TH AVENUE KIRKLAND, WA 98033
O 425.827-3063 F 425.827-2423
www.drsirong.com

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF TARRINGTON PLACE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 37555
D. R. STRONG CONSULTING ENGINEERS
620 7TH AVENUE
KIRKLAND, WASHINGTON 98033
PHONE: (425) 827-3063

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST D.R. STRONG CONSULTING ENGINEERS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_

RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

JOB NO. 12101

VOL/PG



**TARRINGTON PLACE**

A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)  
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

**EASEMENT NOTES**

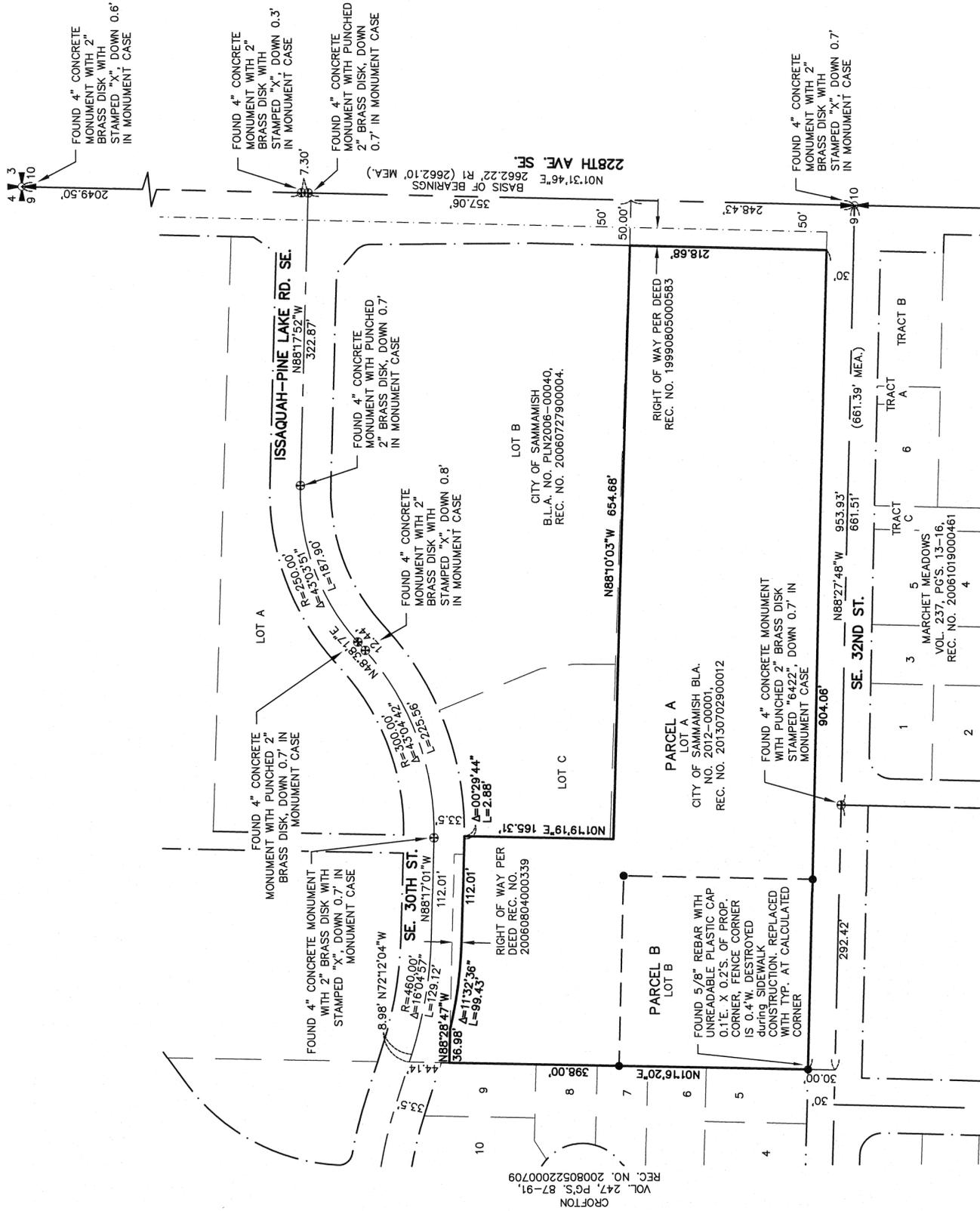
1. INTENTIONALLY OMITTED.
2. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 2, AND 3 IS FOR THE BENEFIT OF LOTS 1, AND 2 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2, AND 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
3. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 5, AND 6 IS FOR THE BENEFIT OF LOTS 6 AND 7 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 5, 6 AND 7 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
4. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 8, AND 9 IS FOR THE BENEFIT OF LOTS 9 AND 10 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 8, 9, AND 10 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
5. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 14 IS FOR THE BENEFIT OF LOTS 13 AND 15 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 13, 14, AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
6. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT A IS FOR THE BENEFIT OF LOTS 6, 7 AND 8 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6, 7 AND 8 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT.
7. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 19 IS FOR THE BENEFIT OF LOT 18 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18 AND 19 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
8. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 20 IS FOR THE BENEFIT OF LOT 21 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 20 AND 21 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
9. THE 10 FOOT PUBLIC PEDESTRIAN TRAIL EASEMENT SHOWN ON TRACTS A, B AND C IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH FOR PUBLIC PEDESTRIAN TRAIL PURPOSES. THE CITY OF SAMMAMISH IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PEDESTRIAN TRAIL FACILITIES WITHIN SAID EASEMENT.

**REFERENCES**

1. THE PLAT OF CROFTON, RECORDED UNDER RECORDING NUMBER 20080522000709.
2. CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00040, RECORDED UNDER RECORDING NUMBER 20060727900004.
3. CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00040, RECORDED UNDER RECORDING NUMBER 20130702900012.
4. THE SURVEY MAP AND PLANS FOR PINE LAKE DENTAL MEDICAL CENTER, A CONDOMINIUM, RECORDED UNDER RECORDING NUMBER 9905132085.
5. THE SURVEY MAP AND PLANS FOR PINE LAKE PLACE CONDOMINIUM, RECORDED UNDER RECORDING NUMBER 20070827000427.
6. THE PLAT OF PARK PLACE AT PINE LAKE, RECORDED UNDER RECORDING NUMBER 2013011100481.

**SURVEYOR'S NOTES**

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE, ORDER NO. 2223365 DATED APRIL 8, 2014. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN OCTOBER, 2012.
3. ALL DISTANCES ARE IN FEET.
4. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 352-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.



**LEGEND**

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- FOUND CORNER MONUMENT AS NOTED
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555"



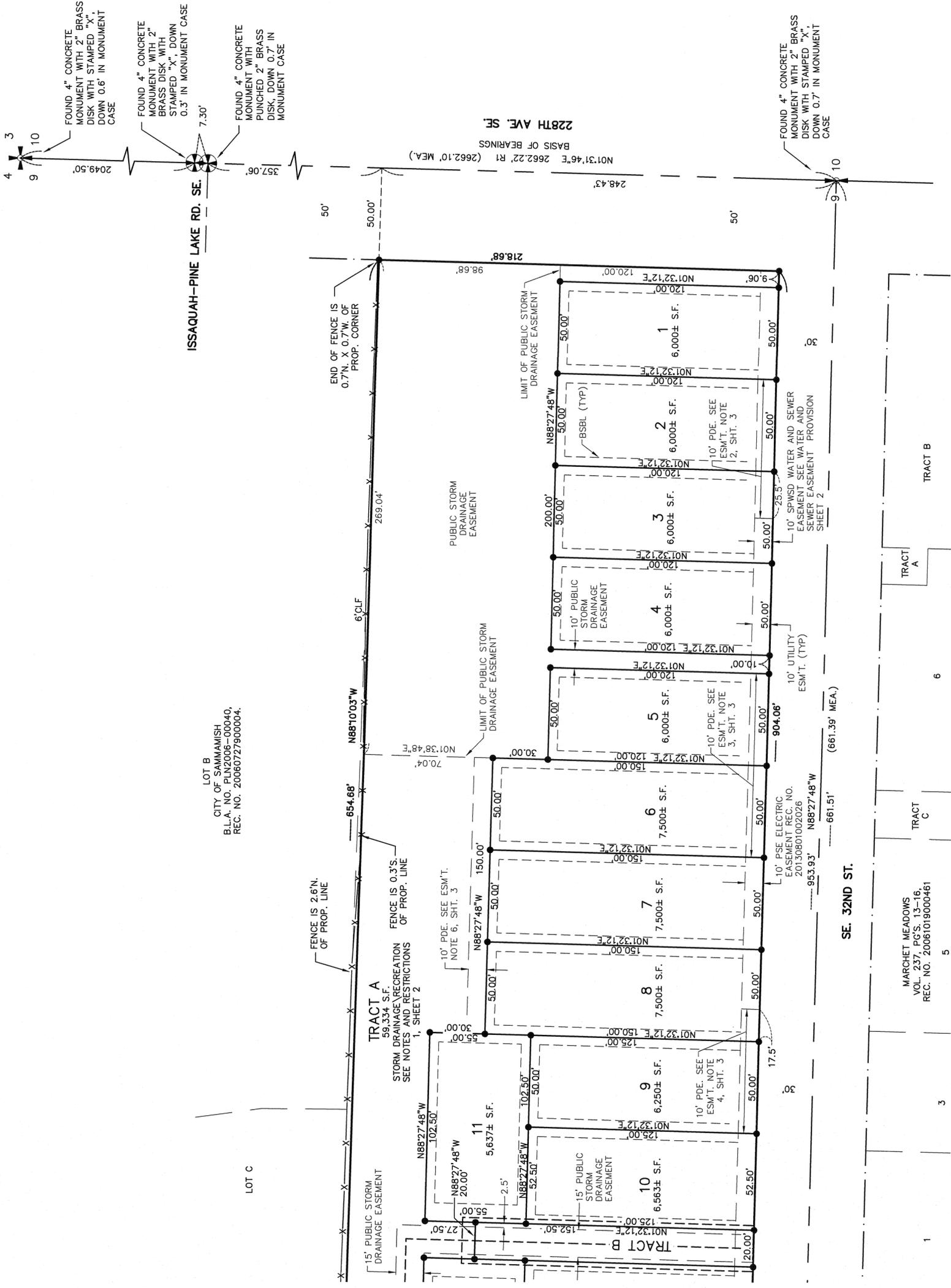
ENGINEERS PLANNERS SURVEYORS  
620 7TH AVENUE KIRKLAND, WA 98033  
O 425.827.3063 F 425.827.2423  
www.drsstrong.com

JOB NO. 12101

**BASIS OF BEARINGS:**  
N01°31'46"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER AND NORTHEAST SECTION CORNER OF SECTION 9--24--6, PER REFERENCE 1.

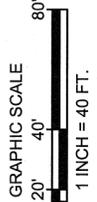
CITY OF SAMMAMISH FILE NO. FSUB 2014-00080

**TARRINGTON PLACE**  
 A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)  
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,  
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



LOT B  
 CITY OF SAMMAMISH  
 B.L.A. NO. PLN2006-00040,  
 REC. NO. 2006072900004.

LOT C



**BASIS OF BEARINGS**  
 N01°31'46"E BETWEEN THE MONUMENTS FOUND  
 IN PLACE AT THE EAST QUARTER AND  
 NORTHEAST SECTION CORNER OF SECTION  
 9-24-6, PER REFERENCE 1.

- LEGEND**
- FOUND SECTION CORNER AS NOTED
  - FOUND QUARTER SECTION CORNER AS NOTED
  - FOUND MONUMENT AS NOTED
  - FOUND CORNER MONUMENT AS NOTED
  - SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555"
  - VBF VERTICAL BOARD FENCE
  - CLF CHAIN LINK FENCE
  - SRF SPLIT RAIL FENCE
  - PDE PRIVATE STORM DRAIN EASEMENT
  - PSSE PRIVATE SANITARY SEWER EASEMENT
  - BSBL BUILDING SETBACK LINE
  - SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

**NOTE**  
 SEE FLOW CONTROL BMP REQUIREMENTS AND IMPERVIOUS SURFACE AREA RESTRICTION FOR LOTS 1-21 ON SHEET 2.



**D.R. STRONG**  
 CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS  
 620 7TH AVENUE KIRKLAND, WA 98033  
 O 425.827.3063 F 425.827.2423  
 www.drsstrong.com

JOB NO. 12101



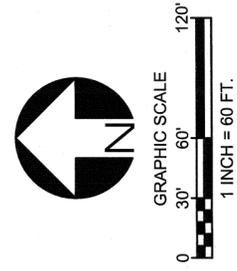
RECORDING NO.

VOL/PG

SHEET 6 OF 6

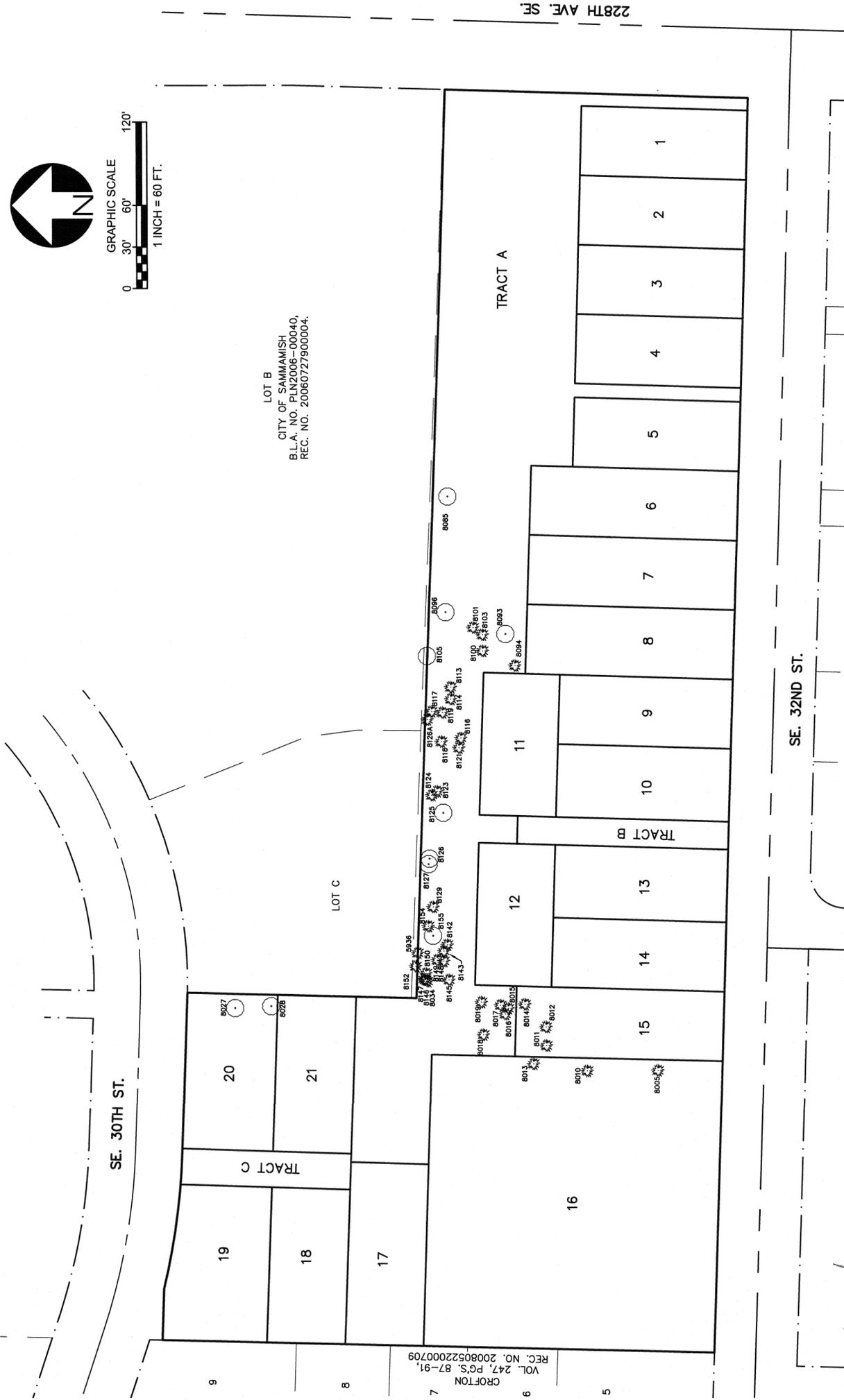
**TARRINGTON PLACE**

A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)  
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



**TREES TO BE RETAINED**

TREE NO.	SPECIES	DBH
8005	FIR	26
8010	FIR	26
8011	FIR	22
8012	FIR	20
8013	FIR	26
8014	FIR	26
8015	FIR	14
8016	FIR	12
8017	FIR	26
8018	FIR	28
8019	FIR	22
8027	ALDER	12
8028	ALDER	12
8034	FIR	46
8085	MAPLE	20
8093	ALDER	14
8094	CEDAR	22
8096	MAPLE	18
8100	CEDAR	30
8101	CEDAR	10
8103	FIR	20
8105	MAPLE	10,12,12
8113	FIR	18
8114	FIR	28
8116	CEDAR	10
8117	FIR	20
8118	FIR	22
8119	CEDAR	8
8121	FIR	28
8123	CEDAR	20
8124	FIR	28
8125	MAPLE	12
8126	CHERRY	18
8127	CHERRY	16
8129	FIR	30
8131	FIR	26
8142	FIR	14
8143	CEDAR	12
8145	FIR	18
8146	CEDAR	18
8147	MAPLE	18
8148	FIR	16
8149	FIR	10
8150	FIR	8
8152	FIR	26
8154	FIR	18
8155	MAPLE	18
8126A	CEDAR	18
5936	FIR	18



LOT B  
CITY OF SAMMAMISH  
B.L.A. NO. PLN2006-00040,  
REC. NO. 20060727900004.

**TREE RETENTION NOTE**

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A. 35.240.

**LEGEND**

- EXISTING DECIDUOUS TREE TO BE SAVED SEE TABLE ABOVE
- ⊛ EXISTING CONIFER TREE TO BE SAVED SEE TABLE ABOVE
- DBH DIAMETER AT BREAST HEIGHT



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Exhibit 5

Exhibit 5

Tarrington Place (aka Bel Aire) Subdivision - Vicinity Map



## Exhibit 5



# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 25, 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:** Sammamish ITS - Phase 1: 228<sup>th</sup> Avenue Design Contract

**Action Required:** Authorize the City Manager to execute a Contract Agreement with Jacobs Engineering Group Inc. for Engineering and Professional Services for design of the Sammamish ITS Phase 1: 228<sup>th</sup> Avenue project.

**Exhibits:** Agreement for Services

**Budget:** \$604,000 budgeted in the adopted Transportation Capital Improvement Fund

**Summary Statement:**

Through a competitive consultation selection process, the Public Works Department has selected Jacobs Engineering Group Inc. to perform preliminary and final design for the Sammamish ITS - Phase 1 project on 228<sup>th</sup> Avenue.

**Background:**

The City of Sammamish was successful in receiving Federal grant funding to implement the initial phase of an intelligent transportation system (ITS) along 228th Ave. These funds were awarded following the 2012 King County Countywide project competition. At the June 4, 2013 regular meeting, the City Council authorized a Local Agency Agreement with the Washington State Department (WSDOT) who manages the Federal funds on behalf of the Federal Highway Administration.

The implementation of an adaptive traffic signal control system was one of the recommendations from the 228th Avenue Corridor Analysis completed in 2011. Adaptive traffic signal control is a type of ITS with a goal of improving traffic travel times and reducing congestion without constructing additional traffic lanes.

In February, the City was granted full Certification Acceptance (CA) status by WSDOT. This allows us to fully administer projects such as this one that contain Federal Funds. Previously projects with Federal Funds required the oversight and assistance from another agency.



## City Council Agenda Bill

### Financial Impact:

The estimated cost to design, construct, and administer this project is approximately \$604,000. Of this cost, approximately \$462,000 will be funded by the Federal grant funding. This work is anticipated to fit within the adopted 2014 project budget.

Sammamish ITS Phase I (340-153-595-30-63-00)		
<b>Adopted 2014 Budget</b>	<b>\$</b>	<b>604,000</b>
<b>Design</b>		
Design Contract	\$	120,896
Design Contingency	\$	12,090
<b>Construction</b>		
Estimated Construction Cost	\$	471,014
<b>TOTAL ESTIMATED PROJECT COST:</b>	<b>\$</b>	<b>604,000</b>
<b>Federal CMAQ Grant Funding</b>	<b>\$</b>	<b>462,000</b>
<b>NET CITY COST</b>	<b>\$</b>	<b>142,000</b>

### Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Jacobs Engineering Group Inc. for Engineering and Professional Services for design of the Sammamish ITS Phase 1: 228<sup>th</sup> Avenue project in the amount of \$120,896 with a management reserve of \$12,090 for a total contract not to exceed amount of \$132,986.

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone Jacobs Engineering Group Inc. 600 - 108th Avenue NE, Suite 700 Bellevue, WA 98004	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number LA-8172		
Federal Aid Number CM-2207(002)	Project Title And Work Description Sammamish ITS – Phase 1: 228th Ave NE  Systems engineering review and final design	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
	Federal ID Number or Social Security Number 95-4081636	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date January 31, 2015
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Total Amount Authorized \$ _____ 120,896.00 Management Reserve Fund \$ _____ 12,090.00 Maximum Amount Payable \$ _____ 132,986.00	

**Index of Exhibits (Check all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work<br><input type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input checked="" type="checkbox"/> Exhibit G Subcontracted Work<br><input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2014, between the Local Agency of \_\_\_\_\_ City of Sammamish \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

## Exhibit 1

### WITNESSETH THAT:

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

## Exhibit 1

### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

## Exhibit 1

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

## Exhibit 1

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

## Exhibit 1

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

## Exhibit 1

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.





# ITS - Phase 1: 228th Ave NE

## City of Sammamish

### Scope of Services

## Section 1.0 Project Description, Design Criteria, and Deliverables

### 1.1 Project Description

The project will provide engineering service to the City of Sammamish (CITY) for the preparation of Plans, Specifications and Estimate (PS&E) for the 228th Ave NE ITS. The project will establish an Intelligent Transportation System along 228th Avenue from Issaquah-Pine Lake Road to NE 12th Place, covering a distance of approximately 2 ¾ miles. Components of the proposed improvement include construction and installation of an Adaptive Signal Control Technology (ASCT) system along with a new fiber optic communications backbone. The communications infrastructure work will be installed in existing empty conduit. Specific ITS elements in this project include signal equipment upgrades, including but not limited to controllers, CCTV, detection systems, and fiber optic communication at eleven traffic signals located along the 228th Avenue corridor.

This project has received Federal CMAQ funding from the 2012 PSRC Countywide Grant Funding Competition.

228th Avenue is the City's main north-south corridor. This Primary Arterial is the backbone to all travel on and off of the plateau. With an ADT of 22,800, it serves the two principal commercial centers, three high schools, along with the Sammamish Commons civic campus which includes the Sammamish Library, City Hall, and the Sammamish Community and Aquatic center, expected to open in late 2015.

The major design features of the project include:

- ASCT system serving 11 existing traffic signals;
- Fiber optic communication network connecting 11 existing traffic signals;
- Video traffic detection cameras for each approach at 11 existing traffic signals;
- City access to the video feed from all video detection cameras via secure internet connection;
- Secure cellular connection for one existing traffic signal controller;
- Possible traffic signal controller upgrades;
- Possible underground conduit system;
- Inspection and verification of existing underground conduits; and
- Inspection of existing traffic signal controller cabinets.

## **1.2 Design Criteria**

The following design standards will be used in the development of the project, as applicable:

- City of Sammamish Municipal code;
- City of Sammamish Interim Public Works Standards;
- King County Traffic Design Manual
- King County Road Design and Construction Standards
- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge and Municipal Construction, 2012 edition (and applicable Amendments);
- WSDOT Design Manual and
- WSDOT Local Agency Guidelines;

## **1.3 Project Deliverables Furnished by the Consultant**

JACOBS (CONSULTANT) will maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision illustrating that each review comment has been addressed as stated or how/why it was not addressed. In addition to the project files, the CONSULTANT will deliver the following documents and products to the CITY as part of this agreement:

- Two Project Schedules;
- Monthly Invoice and Progress Report;
- Meeting Minutes;
- Schematic project base map with GIS and locates in AutoCAD;
- Report Design Memorandum on the proposed communication conduit path including roll plot of preliminary design;
- Five (5) copies of the 60% plans (half-size 11"x17");
- Five (5) copies of the 95% plans (half-size 11"x17"), specification and estimate;
- Five (5) copies of the 100% plans (half-size 11"x17"), specifications and estimate;
- Three copies of the 100% plans (full-size 22"x34");
- Before and After Study Report (one copy)
- Six (6) copies and PDF electronic copy of the bid documents with (half-size 11"x17") 100% plans and specifications bound together with bid schedule, standard details, prevailing wage information, all necessary appendices;
- PDF electronic copy of the bid submittal packet; and
- Engineer's Estimate – Excel format.

## **1.4 Items and Services Provided by the CITY**

The CITY will provide the following items and services to the CONSULTANT which will facilitate the work to be undertaken for project; if applicable. The CONSULTANT is entitled to rely upon the accuracy and completeness of the data furnished by the CITY:

- Applicable record drawings, plans, reports, and other information available to the City associated with the project area and adjacent vicinity;
- Available existing as-built plans, G.I.S maps and other mapping information as applicable;

## Exhibit 1

- Boilerplate specifications and contracting documents in Word format;
- Review and comment on all submittals made to the CITY within 15 working days, or as agreed, and return them to the CONSULTANT with written comments regarding changes needed or revisions;
- Systems Engineering Report ; and
- Coordination with WSDOT and FHWA.

### 1.5 Project Assumptions

- All drawings will be prepared in AutoCAD 2012 with half-size plans 11"x17".
- Specifications will follow WSDOT Standard Specifications 2014.
- Analyses, design, plans, specifications, and estimates performed or prepared as part of this project will be in English units.
- Microsoft Office version 2010 will be used to create reports.
- Microsoft Project version 2007 will be used to create the schedule.
- CONSULTANT reserves the opportunity to shift budget between work tasks.
- The project duration is assumed to be five months commencing with the notice-to-proceed.
- The City will obtain from WSDOT/FHWA approval to sole-source InSync.
- Conduits longer than 400' will not be rodded for locating.

## Section 2.0 Project Management and Quality Control

### 2.1 Project Management

The CONSULTANT will provide continuous project management and administration of services under this agreement. The CONSULTANT will provide direction and review the work of the staff and sub-consultants during the course of the project. This work element includes preparing monthly progress reports, including the status of individual work elements, number of meetings attended, outstanding information required and work items planned for the following month.

The CONSULTANT will manage the schedule, scope, budget, and quality over the term of the Agreement. Current design budget status, as well as projections, will be developed. Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. This may include formal scope and/or budget modifications if mutually agreed.

The CONSULTANT'S Project Manager will maintain communication with the CITY'S Project Manager and the CONSULTANT'S Project Team via informal meetings, telephone discussions, electronic mail and other means necessary.

### 2.2 Project Schedule & Updates

Upon consultation with the CITY, the CONSULTANT will prepare and maintain a project schedule using MS Project 2007 to track progress of the deliverables. The project schedule will be based on the scope of services and will show critical path and supporting activities. The CONSULTANT will update the

## Exhibit 1

project schedule periodically to indicate progress and changes. The project schedule will be modified near 100% to reflect the most current construction schedule.

**Deliverable:** Two Project Schedules

### 2.3 Monthly Invoices

Monthly invoices and progress reports will be prepared by the CONSULTANT for the CITY in mutually-agreeable format. These invoices will also include SUBCONSULTANT work and will be accompanied by the monthly progress report.

The progress reports will summarize percent complete for deliverable tasks during the billing period, percent complete of overall project elements, and anticipated deliverable tasks for the next month. The CONSULTANT will also summarize in the monthly progress reports any significant problems or issues encountered and actions taken or required for their resolution, potential future delays, and issues/activities requiring CITY direction.

**Deliverable:** Monthly Invoice and Progress Report

### 2.4 Coordination Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. The CONSULTANT's Project Manager and other team members as appropriate will be available to attend project coordination meetings. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT will prepare for, attend, and document up to six (6) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend meetings as needed with the CITY's project manager for the duration of the project. The meetings will be held in a location acceptable to the CITY and the CONSULTANT.

**Deliverable:** Meeting Minutes - Six (6)

### 2.5 Quality Control/Quality Assurance Review

This work element is for QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents; reports; plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and assures that the overall project objectives are being fulfilled.

## **Section 3.0 Site Review and Reconnaissance**

### **3.1 Evaluation of Existing Services**

The CONSULTANT will review existing CITY maintained records and plans for road and signal projects, and the CITY will provide these records at no cost to the CONSULTANT.

The SUBCONSULTANT will take pictures of the inside of the larger vaults with the 4" conduit containing the innerducts and the control cabinets. Estimated number of vaults (80) was determined by the as-built provided. Any additional volume of vaults will be on time and material at our hourly rate. All the smaller vaults with the existing control wires are not a part of this quote.

Fee includes the below services:

- Open all vaults and take pictures
- Record size of vault
- Number of conduits in vault with location and size
- Determine if there is a pull tape
- Are there cables in the conduit? If yes, document quantity and size.
- Picture of inside and outside of the controllers cabinets.

### **3.2 Utility Locate and Survey**

The SUBCONSULTANT will rod and locate the existing conduits as needed to confirm the existing system.

#### **Rod and Locating:**

It does appear there may be a tracer wire with the empty 4" conduit but this would need to be confirmed through the locating and rodding process. There is also a smaller 2" conduit in each large vault that has a cable inserted. We don't know at this time if this cable is locatable or simply an unlocatable fiber. This is based on the empty 4" conduit as laid out in the above paragraph.

The SUBCONSULTANT will attempt to locate the wire as well a rod a few of the conduits to confirm there is a continuous system of conduit and fiber. If the wire can be used as a toning wire that will minimize the rodding and reduce the time substantially. Rodding conduits longer than 400' is not included in this scope and fee. If rodding conduits over 400' long is required a supplement will be created.

The SUBCONSULTANT will survey the locates as needed to create an AutoCAD file which can be referenced into the GIS AutoCAD file provided by the CITY.

### **3.3 Project Site Visits**

The CONSULTANT will conduct two (2) site visits with King County signal technician staff to inspect existing traffic signal controller cabinets.

### **3.4 Base Map**

The CITY will provide a GIS base map of the project area in AutoCAD. The CONSULTANT will combine the additional survey with the GIS base map to use for the contract plans.

*Deliverable:* Schematic project base map with GIS and locates in AutoCAD

## Section 4.0 Systems Engineering Documentation Review

The CONSULTANT will assist the City in the completion of the Systems Engineering Report (SER) necessary for WSDOT/FHWA funding approval by providing critical review of the draft report prepared by the City. The CONSULTANT has assumed a preliminary and final review of this document.

The CONSULTANT will provide a review role only, while all modifications to, and submittals of, the document to the WSDOT/FHWA will be the responsibility of the CITY. To ensure a thorough critical review and to assess the SER's completeness and appropriateness for submittal, we require the review of the following supporting documents:

1. Concept of Operations (ConOps)
2. System Requirements Document (SRD)

These documents will be provided by the CITY.

The critical review will address the following elements:

*Does it meet the requirements for submission?* Has the FHWA Systems Engineering Process been followed and is this reflected in the SER. Does the document address all aspects required by the FHWA for submission?

*Is it technically correct?* Is the SER is consistent with the ConOps and SRD, and are all requirements met and addressed.

*Is it concise?* Is there a need to reduce the volume of the SER, while still ensuring it meets the requirement of submittal?

*Is the writing style consistent?* Does the document read as though it was prepared by one author as it can be disconcerting and confusing to find several writing styles in the same document?

*Are there spelling, grammar, or punctuation errors?* A technical document can lose its message if the wrong spelling (spell checking software doesn't identify properly spelled words that are misused) grammar or punctuation is wrong.

Following the review, the CONSULTANT will provide a technical memorandum summarizing the review.

The memo will include the following information:

- A summary of the SER's subject matter as it pertains to the FHWA process
- An assessment of both strengths and weaknesses of the SER. Topics that will be addressed include (but are not limited to):
  - The completeness of the SER,
  - the quality of the science, including both data collection and interpretation,
  - the quality of the writing style (limited to conciseness and style consistency),

## Exhibit 1

- the spelling grammar and punctuation quality, and
- A recommendation to the CITY on what corrections, additions or changes are needed in order to be submitted for review to the FHWA.

**Deliverable:** Preliminary and final review memorandum

### **Section 5.0 Design - ITS Plans, Specifications and Estimate**

As discussed in this section, the CONSULTANT will design and prepare traffic signal plans and other components necessary for advertisement-ready Plans, Specifications, and Estimates.

#### **5.1 30% Design Documents**

The CONSULTANT will incorporate the information gathered during the site review and reconnaissance and propose a communication conduit path and bring the design to an intermediate milestone at 30% completion. The preliminary design will include the following elements as a minimum prepared by the CONSULTANT:

- “Roll plot” plans of the corridor;
- GIS background of existing conditions;
- Fiber optic network conduit locations;
- Existing traffic signal controller locations;
- Existing traffic signal mast arm locations;
- Video traffic detection camera locations;

In addition the CONSULTANT will prepare for and facilitate one coordination meeting to address technical questions related to the ASCT procurement.

**Deliverables:** One (1) copy of the 30% roll plot with memorandum  
Meeting Minutes for ASCT meeting

#### **5.2 60% Design Documents**

The CONSULTANT will incorporate the comments from the 30% submittal and bring the design to an intermediate milestone at 60% completion.

#### **ASCT Procurement and Design**

The CONSULTANT will prepare bid documentation to procure hardware and software for the ASCT, following federal, WSDOT, and City of Sammamish guidelines.

The CONSULTANT understands that the CITY has advanced the System Engineering process for the ASCT system, and will be requesting proprietary item approval from WS DOT/FHWA for the use of the Rhythm Engineering InSync Adaptive System. This scope and pricing information for this task has been developed with this understanding.

## Exhibit 1

We will request to renegotiate this task should WSDOT/FHWA (or other reviewing agency) require an open specification for the system or otherwise change the ASCT procurement method.

The CONSULTANT will incorporate the information from the Systems Engineering Document to create the bid documents.

### **Power Design**

The CONSULTANT will determine the electrical load required of all new equipment designed for each existing traffic signal controller cabinet, and check if the capacity of the existing circuit feeding each cabinet is adequate. The capacity of the existing circuits will be based on construction plans of the cabinets provided by the CITY.

If the power feed circuit for the cabinet is found to be over-loaded a new design will be required. This design is not included in this scope and will require a supplement to proceed with the additional power design.

The CITY will prepare and sign agreements as needed for modifications to electrical services.

### **Fiber Optic Communication Network Design**

The CONSULTANT will design a new fiber optic communication network with TCP/IP connectivity for eleven existing traffic signal controllers, including one cellular connection. The network design will utilize existing empty underground conduits, and will include new underground conduits to complete any gaps in the existing conduit network. The design will include items such as cables, conduits, switches, modems, servers, and a firewall to make a complete communication network. The network will be configured to accommodate ten (10) Internet Protocol (IP) Addresses for each intersection, will utilize Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connections, and will allow remote access to the intersections via a Virtual Private Network (VPN) connection for vendor support and monitoring purposes during the warranty/support period.

### **Traffic Signal Design**

The CONSULTANT will perform the following design traffic signal improvements to eleven signalized intersections:

- An ASCT system serving the corridor of eleven traffic signals;
- Connection of each ASCT field processor to the new fiber optic communication network;
- Video traffic detection cameras for each approach at each signalized intersection, excluding approaches that already have video detection; and
- City access to the video feed from all video detection cameras via secure internet connection;

The design of the ASCT system will comply with the Systems Engineering Document for ASCT Systems prepared by the City. The design of the video detection cameras will comply with the needs of the ASCT system. The cabling for the video detection cameras will utilize existing conduits and junction boxes as much as possible.

### **Plans, Specifications and Estimate**

The CONSULTANT will determine if the ASCT requires upgrades to any of the existing signal controllers, and will design any upgrades that are needed.

The preliminary design will include the following elements as a minimum prepared by the CONSULTANT:

- Cover sheet including a vicinity map;
- Corridor Overview plan;
- Traffic Signal Plans, including the communication network;
- Traffic signal controller cabinet details;
- Video traffic detection camera details;
- ASCT specification;
- Construction Cost Estimate.

#### ***Deliverables:***

- Five (5) copies of the 60% plans (half-size 11"x17")
- Calculations of new electrical loads and comparison with existing circuit capacity for each cabinet

### **5.3 95% Design Documents**

The CONSULTANT will incorporate the comments from the 60% submittal and bring the design to a final milestone at 95% completion. The CONSULTANT will participate in a review coordination meeting to respond to CITY staff questions and comments. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The final design will include the following elements as a minimum prepared by the CONSULTANT:

- Cover sheet including a vicinity map;
- Corridor Overview plan;
- Legend, Notes and Abbreviations;
- Traffic Signal Plans, including the communication network;
- Traffic signal controller cabinet details;
- Video traffic detection camera details;
- Bid List;
- Specifications; and
- Construction Cost Estimate.

***Deliverables:*** Five (5) copies of the 95% plans (half-size 11"x17"), specification and estimate.

### **5.4 100% Contract Documents**

The CONSULTANT will prepare the following in accordance with the CITY's review comments from the 95% final design and coordination meeting and in accordance with regulatory agency permit conditions:

- Prepare Final Documents incorporating responses to 95% PS&E comments from CITY staff. Assume the number, format, and tenet of plan sheets will generally remain unchanged.

## Exhibit 1

- Transmit 100% Design Plans, Project Provisions, Special Provisions, and Estimate of Probable Construction Cost to CITY for final review.  
Assume CITY's review at this stage is for the purpose of verifying that comments transmitted at 95% completion stage were incorporated into the 100% documents, as mutually agreed. It is assumed that "additional" design comments will not be generated at this stage.
- Preparation of a final list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

**Deliverables:** Five (5) copies of the 100% plans (half-size 11"x17"), two (2) copies of Full-size 100% (22"x34") plans, and specifications and estimate.

### 5.5 Ad Ready Contract Documents

The CONSULTANT will incorporate comments from 100% submittal and then assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

**Deliverables:**

- Three copies of the 100% plans (full-size 22"x34")
- Six (6) copies and PDF electronic copy of the bid documents with (half-size 11"x17") 100% plans and specifications bound together with bid schedule, standard details, prevailing wage information, all necessary appendices
- PDF electronic copy of the bid submittal packet
- Engineer's Estimate, PDF and Excel format

### 5.6 Before and After Study Report

The CONSULTANT will create a before and after study. The study will be GPS travel time and delay study for the AM, midday and PM peak period. The study will report the travel time and system delay before and after the activation of the ASCT system.

**Deliverable:**

- Before and After Study Report (one copy)

### Additional Services

- Utility Potholing
- Assistance during Bid Period
- Construction Management

## Exhibit C Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCadd 2012.....  
.....

B. Roadway Design Files

AutoCadd 2012.....  
.....

C. Computer Aided Drafting Files

AutoCadd 2012.....  
.....

D. Specify the Agency's Right to Review Product with the Consultant

.....  
.....

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCadd 2012.....  
.....

F. Specify What Agency Furnished Services and Information Is to Be Provided

GIS.....  
.....

II. Any Other Electronic Files to Be Provided

MicroSoft Office Suite and PDF's.....  
.....

Exhibit 1

III. Methods to Electronically Exchange Data

Mircrosoft Outlook and FTP Site.....  
.....  
.....

A. Agency Software Suite

.....  
.....  
.....

B. Electronic Messaging System

.....  
.....  
.....

C. File Transfers Format

PDF's.....  
.....  
.....

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

## Exhibit 1

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-2  
Fee Estimate Worksheet

ITS - Phase 1: 228th Ave NE  
City of Sammamish, Washington

Pay rates are effective from October 2013 through October 2014.  
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Labor:	Work Task											Hours	Cost
	QA/QC Mark \$156.31	QA/QC Jeff \$205.40	Project Manager Bobbette \$165.63	Project Engineer Brooksie \$115.90	Design Engineer Liz \$94.38	Systems Engineer Brian \$240.49	Electrical Engineer Larry \$139.57	ASCT Design Lead Steve \$150.55	CADD Designer Ross \$132.47	Project Admin Rachel \$57.80	Contract Admin Dawn \$131.22		
2.0	<b>Project Management</b>											<b>124</b>	<b>\$18,970.08</b>
2.1			60									60	\$9,937.80
2.2			4									4	\$662.52
2.3									6	12		18	\$1,921.44
2.4	4	2	5	5	5				5			26	\$3,859.74
	2	2	4	2	2							16	\$2,588.58
3.0	<b>Site Review and Reconnaissance</b>											<b>89</b>	<b>\$10,898.21</b>
3.1	2			12	16	6						36	\$4,656.44
3.2				12	8							20	\$2,145.84
3.3	4		2	8	8							22	\$2,638.74
3.4			1	2				8				11	\$1,457.19
4.0	<b>Systems Engineering Documentation Review</b>											<b>43</b>	<b>\$8,565.29</b>
4.1			28	1								29	\$5,916.83
4.2			10	1								11	\$2,219.63
4.3			1	1					1			3	\$428.83
5.0	<b>Design</b>											<b>450</b>	<b>\$60,703.37</b>
5.1	<b>30% Design Documents</b>											<b>58</b>	<b>\$7,387.48</b>
	2		2								8	12	\$1,848.28
				4	8	1						13	\$1,459.13
				4	4							8	\$841.12
				4	4			4				8	\$907.40
	1			2	2	1		6				12	\$1,612.18
	1		2	2								5	\$719.37
5.2	<b>60% Design Documents</b>											<b>165</b>	<b>\$22,090.77</b>
			2								8		
												10	\$1,615.20

EXHIBIT E-2  
Fee Estimate Worksheet

name	QA/OC	QA/OC	Project Manager	Project Engineer	Design Engineer	Systems Engineer	Electrical Engineer	ASCT Design Lead	CADD Designer	Project Admin	Contract Admin	Hours	Cost
Specific Rate	\$156.31	\$205.40	\$165.63	\$115.90	\$94.38	\$240.49	\$139.57	\$150.55	\$132.47	\$57.80	\$131.22		
					1	1	1					3	\$474.44
					6	1	4					11	\$1,365.05
	1			1		4						6	\$1,234.17
				2		1		10				13	\$1,977.79
	1			8	10	2						19	\$2,027.31
					2	2						4	\$669.74
					2	1						3	\$429.25
	1			2	2	2						7	\$1,057.85
				1					1			2	\$248.37
	1			1	2				3			7	\$858.38
				2	8				8			19	\$2,202.91
				3	5				1			9	\$952.07
	1			2	4	4			4			15	\$2,257.47
				2	4				2			8	\$874.26
	1			4	12	4		4	4			29	\$3,846.51
5.3												138	\$19,248.33
	1			2	4	4						11	\$1,328.69
				2	2							4	\$563.06
	0.5			1		2						3.5	\$675.04
				1		0.5		4				5.5	\$838.35
	0.5			2	6							8.5	\$876.24
					1	0.5						1.5	\$214.63
					1	0.5						1.5	\$214.63
	0.5			1	1	0.5						3	\$408.68





PROJECT	NUMBER	14-015
	NAME	ITS Conduit: 228th Ave NE
	CLIENT	Jacobs
	OWNER	Sammamish

TASK		Principal	PM	PLS	CAD V	CAD III	TECH V	TECH III	ADMIN	FEE
1	Survey PM, QA/QC, Admin	\$ 50.00	\$ 45.00	\$ 37.50	\$ 30.00	\$ 25.00	\$ 33.00	\$ 25.00	\$ 25.00	\$ 456
2	Geodetic Survey Control	\$ 120.00	\$ 108.00	\$ 90.00	\$ 72.00	\$ 60.00	\$ 79.20	\$ 60.00	\$ 60.00	\$ 881
3	Field Surveying and Mapping									\$ 2,407
4	Office Processing of Deliverable									\$ 1,188
5										\$ -
6										\$ -
7										\$ -
8										\$ -
9										\$ -
10										\$ -
11										\$ -
12										\$ -
13										\$ -
14										\$ -
15										\$ -
16										\$ -
17										\$ -
18										\$ -
<b>TOTAL HOURS</b>										
		1	2	6	16	0	20	20	2	
TOTAL DIRECT BURDENED SALARY COSTS										
OTHER DIRECT COSTS										
MILEAGE (TOTAL MILES)								\$ 0.565		\$ 23
PER DIEM (DAYS)										\$ -
LODGING (DAYS)										\$ -
MATERIALS & SUPPLIES								Consumables		\$ 45
OTHER (DESCRIBE)										\$ -
SUE LOCATES								Mt. View Locating Services		\$ 12,259
TOTAL OTHER DIRECT COSTS										\$ 12,327
<b>GRAND TOTAL FEE ESTIMATE</b>										\$ 17,259

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ 1.15%	Profit @ 29%	Cost
QA/QC	\$64.06	\$ 73.67	\$ 18.58	\$156.31
QA/QC	\$84.18	\$ 96.81	\$ 24.41	\$205.40
Project Manager	\$67.88	\$ 78.06	\$ 19.69	\$165.63
Project Engineer	\$47.50	\$ 54.63	\$ 13.78	\$115.90
Design Engineer	\$38.68	\$ 44.48	\$ 11.22	\$94.38
Systems Engineer	\$98.56	\$ 113.34	\$ 28.58	\$240.49
Electrical Engineer	\$57.20	\$ 65.78	\$ 16.59	\$139.57
ASCT Design Lead	\$61.70	\$ 70.96	\$ 17.89	\$150.55
CADD Designer	\$54.29	\$ 62.43	\$ 15.74	\$132.47
Project Admin	\$23.69	\$ 27.24	\$ 6.87	\$57.80
Contract Admin	\$53.78	\$ 61.85	\$ 15.60	\$131.22

### Exhibit F Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	See Attached	?
Overhead Expenses:		
FICA		?
Unemployment		?
Health/Accident Insurance		?
Medical Aid & Industrial Insurance		?
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		?
<b>Total Fringe Benefits</b>		<b>?</b>
General Overhead:		
State B&O Taxes		?
Insurance		?
Administration & Time Not Assignable		?
Printing, Stationery & Supplies		?
Professional Services		?
Travel Not Assignable		?
Telephone & Telegraph Not Assignable		?
Fees, Dues & Professional Meetings		?
Utilities & Maintenance		?
Professional Development		?
Rent		?
Equipment Support		?
Office, Miscellaneous & Postage		?
<b>Total General Overhead</b>		<b>?</b>
<b>Total Overhead (General + Fringe)</b>		<b>?</b>
<b>Overhead Rate (Total Overhead / Direct Labor)</b>	<b>?</b>	



Washington State  
Department of Transportation

Memorandum

June 5, 2014

TO: Erik Jonson, WSDOT Contracts Administrator  
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: Jacobs North American Infrastructure (NAI) Indirect Cost Rate for fiscal year end September 27, 2013

We accept the audit work performed by Cleary Government Services LLC related to Jacobs NAI and the Indirect Cost Rate for the above referenced fiscal year. Cleary Government Services audited the Jacobs NAI indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on the work performed by the CPA's, we are issuing this memo establishing the Jacobs NAI Indirect Cost Rate for fiscal year ending September 27, 2013, at 115.01% of direct labor for At-Office Rate, and 91.85% of direct labor for At-Site Rate..

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at [roachma@wsdot.wa.gov](mailto:roachma@wsdot.wa.gov).

Attachment

cc: Steve McKerney  
File

## Certification of Final Indirect Costs

Firm Name: JACOBS ENGINEERING GROUP INC.

Indirect Cost Rate Proposal: At-Office 115.01%, At-Site 91.85%

Date of Proposal Preparation (mm/dd/yyyy): March 20, 2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 9/29/2012 - 09/27/2013

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official\* (Print): Rose Eglidi

Title: Vice President - Controller, North America Public Sector

Date of Certification (mm/dd/yyyy): 03/20/2014

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>



**Exhibit G-2**  
**Subconsultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ 110%	Profit @ 30%	Cost
Principal Surveyor	\$50.00	\$ 55.00	\$ 15.00	\$120.00
Project Manager	\$45.00	\$ 49.50	\$ 13.50	\$108.00
Project Surveyor	\$37.50	\$ 41.25	\$ 11.25	\$90.00
Party Chief	\$33.00	\$ 36.30	\$ 9.90	\$79.20
Instrument Person	\$25.00	\$ 27.50	\$ 7.50	\$60.00
CADD Tech	\$30.00	\$ 33.00	\$ 9.00	\$72.00
Admin	\$25.00	\$ 27.50	\$ 7.50	\$60.00

**Exhibit G-3  
Breakdown of Subconsultants Overhead Cost**

<b>Account Title</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
<b>Total Fringe Benefits</b>		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
<b>Total General Overhead</b>		
<b>Total Overhead (General + Fringe)</b>		
<b>Overhead Rate (Total Overhead / Direct Labor)</b>		



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

May 12, 2014

T. Jason Nakamura, President  
1 Alliance Geomatics, LLC  
625 Strander Blvd, Suite E  
Seattle WA 98188

Re: 1 Alliance Geomatics, LLC  
Safe Harbor Indirect Cost Rate

Dear Mr. Nakamura:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for 1 Alliance Geomatics, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for 1 Alliance Geomatics, LLC. The Safe Harbor rate is effective on May 12, 2014.

1 Alliance Geomatics, LLC has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of 1 Alliance Geomatics, LLC have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:lt

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

## Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

## Exhibit 1

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
  
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

## Exhibit 1

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

## Exhibit 1

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am Donald K. Nelson and duly authorized representative of the firm of Jacobs Engineering Group Inc. whose address is 600 - 108th Avenue NE, Suite 700 Bellevue, WA 98004 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/23/14  
Date

  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Sammamish, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Jacobs Engineering Group Inc.

6/23/14  
(Date)

  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Jacobs Engineering Group Inc.

6/23/14  
(Date)

  
(Signature) President or Authorized Official of Consultant



# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 23, 2014

**Originating Department:** Public Works

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** On Call Development Review - Stantec

**Action Required:** Authorize the City Manager to execute a contract amendment with Stantec Consulting Services Inc. to provide professional engineering services on an on-call basis for development review services in the amount of \$150,000, bringing the total contract not to exceed amount to \$210,000.

**Exhibits:** 1. Contract Amendment

**Budget:** \$ 110,000 in the adopted 2014 Public Works Budget for Professional & Engineering Services. The 2015 cost will be included for the City Council's consideration in the draft 2015-2016 biennial budget.

**Summary Statement:**

With current and predicted development activity, Public Works Staff anticipates the need for additional professional engineering services to provide assistance with development review.

**Background:**

The original on-call engineering contract with Stantec (then Roth Hill) was approved by council at the April 15, 2013 City Council meeting. Due to the large volume of development activity we have increased the amount of work being performed under this contract. A portion of the work is for certain review tasks that cannot be performed in-house due to workload or specialized engineering review. Expected on-call work includes performing survey review for final plats and boundary line adjustments, geotechnical and structural review, and development engineering review.

The proposed on-call agreement does not commit the City to any expenses. Any work will be authorized individually. This arrangement provides the flexibility to provide for the variability in land development applications while eliminating the need to hire additional permanent staff. This on-call contract would be used when necessary to offset peaks in workload and to meet scheduling commitments in a timely manner. On-call contracts provide staff with the ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. It



## City Council Agenda Bill

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helps to provide timely response and excellent customer service to the applicants for land development projects.

### **Financial Impact:**

The total contract amount is not to exceed \$ 210,000. Developer-paid review fees pay the cost of this work. A portion of this amount will be covered within the existing Council approved budget amounts within the Public Works Professional & Engineering budget line items. Sufficient funds exist in the Public Works Engineering budget to cover the 2014 portion of this contract. The 2015 costs will be included for the City Council's consideration in the draft 2015-2016 biennial budget. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

### **Recommended Motion:**

Authorize the City Manager to execute a contract amendment with Stantec Consulting Services Inc. to provide professional engineering services on an on-call basis for development review services in the amount of \$150,000, bringing the total contract not to exceed amount to \$210,000.



## CONTRACT AMENDMENT

Amendment Number: <b>1</b>	Date: <b>July 1, 2014</b>
Project: <b>On-Call Engineering Services</b>	City Account Number: <b>(varies - depends on specific task order)</b>
Consultant: <b>Stantec Consulting Services Inc.</b>	Contract Number: <b>2013-142</b>

The City of Sammamish desires to amend the agreement with Stantec Consulting Services Inc. for on-call Engineering Services. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Increase the contract amount by \$150,000, for a total not-to-exceed amount of \$210,000.
- Extend the contract completion date from December 31, 2014 to December 31, 2015.

PAYMENT shall be amended as follows:

Original Contract Amount:	Current Contract Amount	Estimated Net Change This Amendment	Estimated Contract Total After Change
<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 150,000</b>	<b>\$ 210,000</b>
_____ Stantec Consulting Services Inc.      Date		Approved:  _____ City of Sammamish      Date	

## Exhibit 1



# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 26, 2014

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** New Position: Deputy Public Works Director

**Action Required:** Authorize the creation and recruitment of a new position within the Public Works Department

**Exhibits:** None

**Budget:** Cost for the remainder of 2014 will be absorbed through general fund salary and benefit savings from Director position vacancies in the Administrative Services and Community Development Departments. Appropriation for the on-going cost of the position will be included in the 2015-16 budget.

## Summary Statement

This agenda bill recommends the addition of a Public Works Deputy Director position to provide additional staffing leadership to the Public Works Department.

## Background

The Public Works Department is the largest department in the City, yet is one of two departments that does not have a deputy director. The workload for the Public Works Department has increased significantly in the past year and is projected to continue increasing in the future. There have been a few major items that were not included in the original work program (or have taken significantly more effort than originally programmed); two major examples are the Klahanie Annexation support and the East Lake Sammamish Trail coordination. Some additional items on the horizon for Public Works that we are struggling to find resources for include:

- Sahalee Roadway improvements
- Snake Hill (212<sup>th</sup> Way) improvements
- Issaquah Pine Lake Road improvements
- SE 4<sup>th</sup> Street improvements (within TownCenter)
- Towncenter Stormwater Regional Stormwater Solutions
- Inglewood Stormwater Improvements
- ITS and signal coordination on 228<sup>th</sup>



## City Council Agenda Bill

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- Stormwater mapping
- Policy discussion on the Inglewood Hill and Tamarack stormwater
- Asset Management Implementation
- Continuation of our Pavement Management Program
- Implementation of new NPDES regulations
- Increased development review activity

In addition, Public Works is in the process of evaluating its maintenance model in light of the new health care laws. Additionally, the Public Works Director has assumed responsibility for overseeing the operations of the Police and Fire functions, including:

- Non-Profit analysis
- Co-Chair of the Operations Committee
- Budget review
- Department Efficiencies review

The addition of a Deputy Director will allow the Public Works Department to more effectively meet its increasing workload demands.

### **Financial Impact**

The cost of the position for the remainder of 2014 will be absorbed through general fund salary and benefit savings from Director position vacancies in the Administrative Services and Community Development Departments. Appropriation for the on-going cost of the position will be included in the 2015-16 budget. The salary range for the position is \$94,469 - \$129,287 per year (Grade S).

### **Recommended Motion**

“Move to create the position of Public Works Deputy Director as set forth in the Agenda Packet.”

*COUNCIL*  *MINUTES*

**Regular Meeting**  
**May 20, 2014**

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

**Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend  
Councilmember Bob Keller  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama  
Councilmember Nancy Whitten

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Joe Guinasso, Finance and Technical Services Director  
Laura Philpot, Public Works Director  
Jessi Bon, Parks & Recreation Director  
Susan Cezar, Deputy Community Development Director  
Jeff Brauns, City Engineer  
Chris Gianni, Deputy Finance Director  
Evan Maxim, Senior Planner  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Deputy Mayor Huckabay led the pledge.

**Approval of Agenda**

**MOTION: Deputy Mayor Huckabay moved to approve the agenda and to remove Item 5 - Bid Award for Sammamish Community and Aquatics Center. Councilmember Valderrama seconded. Motion carried unanimously 7-0.**

City Manager, Ben Yacizi requested that the Bid Award for Sammamish Community and Aquatics Center be removed from the agenda for further discussion by Council.

**Presentations/Proclamations**

➤ **Annual Report:** Republic Services – Solid Waste Provider

Jeff Borgida, General Manager of Republic Services of Bellevue and Janet Pritchard, Municipal Relations Manager were introduced. They gave a special presentation to the City for exceeding 60% recycling rate and were awarded the Blue Planet Award. Sammamish is a Class A Recycling City. They also gave the 2013 Recycling Performance Report. Sammamish is served by two solid waste providers. Republic serves the south end of Sammamish. Cities with lower commercial quantities have a higher rate for residential services.

➤ **Financial Report:** Year End/1<sup>st</sup> Quarter

Finance Director Joe Guinasso gave the report and PowerPoint presentation (*available at [www.sammamish.us](http://www.sammamish.us)* ).

**Public Comment** - None

**Consent Agenda**

- Payroll for the period ending April 30, 2014 for pay date May 5, 2014 in the amount of \$ 283,373.63

**Approval:** Claims for period ending May 20, 2014 in the amount of \$ 2,639,581.53 for Check No. 37473 through 37596

~~**Resolution:** Granting Final Plat Approval To The Plat Of Mystic Meadows~~

**Approval:** May 6, 2014 Regular Meeting Minutes

Councilmember Odell requested Item #2 Resolution granting final plat approval to the Plat of Mystic Meadows be removed from the agenda.

**MOTION:** Councilmember Odell moved to approve the Consent Agenda as amended. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

**Public Hearing** - None

**Unfinished Business** - None

**New Business**

**Resolution:** Granting Final Plat Approval To The Plat Of Mystic Meadows

**MOTION:** Councilmember Gerend moved to approve the resolution granting the final plat of Mystic Meadow. Councilmember Valderrama seconded. Motion carried unanimously 7-0)

Councilmember Odell is concerned by the number of trees that are being removed from the front of the plat. He would like Council to find a way to prohibit this type of thing in the future as they consider changes to the tree retention regulations. Councilmember Whitten would like the Council to also consider changes to the clearing and grading regulations.

**Resolution:** Setting A Public Hearing Date To Consider The Vacation Of SE 7<sup>th</sup> Street West Of 212<sup>th</sup> Avenue SE

Public Works Director Laura Philpot gave the staff report and showed a PowerPoint presentation (available on the city's website at [www.sammamish.us](http://www.sammamish.us))

**MOTION:** Councilmember Gerend moved to set June 17, 2014 as the Public Hearing date to consider the vacation of SE 7<sup>th</sup> Street west of 212<sup>th</sup> Avenue SE. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

~~**Bid Award:** Sammamish Community and Aquatics Center~~

### **Council Reports**

Councilmember Valderrama attended an EF & R meeting. He also attended a meeting of Sammamish Shoreline Home Owners Meeting regarding the Eastlake Sammamish Trail.

Deputy Mayor Huckabay reported that she attended the Finance Committee meeting yesterday.

Councilmember Keller attended the Sound Cities Association Public Involvement Committee meeting.

Councilmember Odell reported that the Growth Management Board will be considering the Klahanie Potential Annexation Area.

Councilmember Gerend reported that Sammamish Friends has been meeting frequently and will be starting up a website soon. He also attended a workshop sponsored by Cascade Water Alliance and the EF&R Finance meeting.

### **City Manager Report**

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

Council retired to Executive Session at 7:36 and returned at 8:44 pm

**MOTION:** Councilmember Odell moved to reject the apparent low bid submitted by Commercial Structures, on the basis of Commercial Structures request to withdraw its bid, and award the contract to Porter Construction, the next low bidder, in the amount of \$28,003,812.51 plus 5% contingency and Washington state sales tax. This bid award will be contingent upon satisfactory reference and background checks acceptable to the City Manager. Deputy Mayor Huckabay seconded, Motion carried 6-1 with Valderrama dissenting.

Councilmember Valderrama feels that Council must be aware that the voters of Sammamish only approved a community center costing \$30,000,000.

**MOTION:** Councilmember Gerend moved to authorize the City Manager to execute a settlement agreement with Jim Osgood and Susan Richardson to resolve their Growth Management Hearings Board Appeal. . Councilmember Valderrama seconded. Passed 5-1 with Councilmember Odell dissenting and Councilmember Whitten abstaining

Meeting adjourned at 8:45 pm.

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Melonie Anderson, City Clerk

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Thomas E. Vance, Mayor

**COUNCIL**  **MINUTES**

**Regular Meeting**  
**June 3, 2014**

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

**Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend  
Councilmember Bob Keller  
Councilmember Ramiro Valderrama  
Councilmember Nancy Whitten

**Councilmember absent:**

Councilmember Tom Odell

Motion: Deputy Mayor Huckabay moved to excuse Councilmember Odell. Councilmember Keller seconded. Motion carried unanimously 6-0.

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Beth Goldberg, Administrative Services Director  
Joe Guinasso, Finance and Technical Services Director  
Susan Cezar, Deputy Director Community Development  
Carl de Simas, Code Compliance Officer  
Jeff Brauns, City Engineer  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Keller led the pledge.

**Approval of Agenda**

**MOTION:** Deputy Mayor Huckabay moved to approve the agenda. Councilmember Gerend seconded. Motion carried unanimously 6-0.

**Presentations/Proclamations** – None

**Public Comment**

Mike Collins 2841 ELSP NE, Spoke regarding the Eastlake Sammamish trail. He encouraged the city to make sure that all sides are happy with the trail development. He also spoke regarding homeless encampments. He feels they should be limited to returning to the same site to every two years.

Don Oelecker, 819 212th Ave NE, He wants to start a brewery in his garage but the current regulations define that his would be a Type 2 Business. He believes his business is a Type 1. If he is required to be considered a Type 2 business his property will be too small to provide the required 100 foot boundary.

Teresa Bretl, 1026 Lancaster Way SE, Representing the non-profit Athletes for Kids. She explained the mission of the group. She hopes that the Council will continue to fund this organization through the Human Service grants program.

Tom Harmon 24252 SE 11<sup>th</sup> Place, He thanked the Council for their work toward annexing Klahanie. He also spoke regarding waste water issues.

**Consent Agenda**

Payroll for the period ending May 15, 2014 for pay date May 20, 2014 in the amount of \$ 289,867.12

**Approval:** Claims for period ending June 3, 2014 in the amount of \$ 530,817.07 for Check No. 37597 through 37690

**Resolution:** 2014/2015 Sammamish Youth Board (SYB) Appointments

**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.

~~**Interlocal:** North East Sammamish Sewer & Water District/Sammamish Landing Parking Lot~~

**Interlocal:** Community Development Block Grant/King County

**Contract:** Fourth of the Plateau Fireworks/Wolverine West Fireworks

**Amendment:** SE 14<sup>th</sup> Street Extension Project Design/Blueline Group

**Approval:** Postal Expenses for Newsletter Delivery to Klahanie

**Approval:** A Regional Coalition for Housing (ARCH) Funding

Councilmember Valderrama asked to remove item #4 – Interlocal Agreement with North East Sammamish Sewer & Water District/Sammamish Landing Parking Lot.

**MOTION:** Councilmember Gerend moved to approve the Consent Agenda as amended. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

### **Public Hearing**

**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

**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

Deputy Director of Community Development Susan Cezar gave the staff report and a PowerPoint presentation (*available on the city's website at [www.sammamish.us](http://www.sammamish.us)* )

Mayor Vance opened and closed the public hearing for Recreational Marijuana at 6:59 with no public comment.

Mayor Vance opened and closed the public hearing for Medical Marijuana at 7:01 with no public comment.

This is the first reading of both ordinances. No action is requested.

**Interlocal:** North East Sammamish Sewer & Water District/Sammamish Landing Parking Lot

Parks Director Jessi Bon gave the staff report explaining that the funds for this interlocal were approved as part of the overall budget previously approved by Council for the Sammamish Landing Parking Lot Project.

**MOTION:** Councilmember Valderrama moved to authorize the City Manager to sign the interlocal agreement. Councilmember Whitten seconded. Motion carried unanimously 6-0.

**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

Ms. Cezar gave the staff report PowerPoint presentation (*available on the city's website at [www.sammamish.us](http://www.sammamish.us)*). Arthur Sullivan, Director of a Regional Coalition for Affordable Housing (ARCH) explained the need for additional shelter options for the homeless.

Public Hearing opened at 7:16 pm

### **Public Comments**

Rev. Kevin Duggan, 1121 228<sup>th</sup> Avenue SE, Pastor Mary Queen of Peace, he feels the draft ordinance being presented tonight would hinder the parish's ability to host additional Tent Cities. The parish sent a letter to the City Council outlining their concerns in detail.

Bruce Boyd, 3102 211 Avenue NE, He believes homeless encampments endanger the residents. There are better ways to serve the homeless. He believes this issue should be decided by the voters.

Seth Elliot, 23244 NE 15<sup>th</sup> Street, He feels the regulations should be stricter than those being presented tonight. He believes Tent City 4 is just trying to make a political statement.

Share Wheel TC4, Tent City Residents, They spoke in favor of allowing homeless encampments. They feel the proposed regulations are too strict.

Christine Liu 23817 SE 6<sup>th</sup> St, She feels homeless encampments endanger children and lower property values.

Wei Fu, 220 218<sup>th</sup> Place, He requested the Council to adopt stricter measures than are being proposed tonight.

Jan Bennett, 22627 SE 47<sup>th</sup> Court, She reiterated that there have been no incidents or problems between tent city residents and children. She also explained that there are not enough options for permanent housing for the homeless and people must be housed.

Dick Gram, 19306 SE 21<sup>st</sup> Street, He shared stories about why people end up in homeless encampments. He wanted people to understand that homeless people are not necessarily threatening.

C.J. Kahler, 21911 SE 20<sup>th</sup> Street, He reiterated that state law does not allow a city to place unreasonable burdens on homeless encampments. He questioned if all religious groups in the city will have the resources to comply with the proposed regulations.

Kurt Hamke, 24324 SE 17<sup>th</sup> Pl, He feels the regulations should be simplified so the churches can comply with the regulations. Most of the church workers are volunteers. He also supported extending the length of time an encampment could stay in the city to four months.

Fang Liu, 22548 SE 12<sup>th</sup> Place, He presented a petition signed by over 1,000 people requesting stricter regulations. They would like 18 months between each hosting. Each encampment must be at least ½ mile from the previous hosting.

John O'Brien, 1107 228<sup>th</sup> Avenue SE, owner of Arbor School, He requested that the required distance between camps and schools be increased. There should be extra meetings and notifications for schools. The sponsoring agency should provide for security.

Mary O'Brien, 1107 228<sup>th</sup> Avenue SE, owner of Arbor School, She spoke of the troubles they experienced with the last Tent City encampment. They had to hire their own security guard to protect the students at their school.

Jing Zu, 1321 226<sup>th</sup> Ct SE, She requested stricter regulations. She does not agree with two encampments per year. It will be a burden for both city staff and police.

Ann Ite, 24252 SE 11<sup>th</sup> Pl, She supported stricter regulations for homeless encampments. She feels there should be consequences if homeless residents break the regulations. She also feels this issue should be decided by voters.

Jane McGrane, 22644 SE 12<sup>th</sup> Place, She requested stricter guidelines for the homeless encampments. Sammamish does not have the police resources to deal with more than one camp per year.

Birin Domani, 22528 SE 12<sup>th</sup> Place, He was disappointed that the Planning Commission did not receive all the information petitioners submitted. He also feels this issue should be placed on the ballot in the fall.

Song Li, 24027 SE 11<sup>th</sup> Place, He feels that Sammamish is too cold for homeless encampments. There are also many wild animals that could endanger people without walls. The city does not have enough social services.

Elizabeth Maupin, 410 Mt Jupiter St SW, Issaquah, She urged the Council to take a long term view of homelessness. The number of homeless has been rising. Currently there are not enough affordable options for all the homeless in the county.

Karen Studders, 410 Mt Jupiter St SW, Issaquah, She explained that there are no other options for homeless children and families in the city of Sammamish. There needs to be an option that will keep these people safe and sheltered.

Scott Martin 24015 SE 20<sup>th</sup> Street, He was disturbed by the illegal activities that occurred at the last Tent City. He also feels there is some conflicting information about how these encampments affect the surrounding neighborhoods. He supports stricter regulations.

Mike Zhang, 23016 SE 13<sup>th</sup> Place, He urged Council to consider the impacts of these encampments on the surrounding residents. He is supportive of the 18 month restriction.

Karen Morris, 15788 NE 4<sup>th</sup> Street, Bellevue, She is representing the HOA of a neighborhood that is close to a current homeless encampment in Bellevue. She reported on the impacts of these encampments on the surrounding neighborhoods.

Vikkam Kulkarni, 1344 22th Court SE, He feels these encampments place an undue burden on the neighboring community. He requested the Council act upon the residents' requests for stricter regulations.

Rachel Schnebele, 2004 263<sup>rd</sup> Place SE, She feels that the illegal activities that occurred at the first Tent City should require stricter regulations for future homeless encampments.

Donna Vincent, President Redford Ranch HOA, They have met with City staff and Councilmembers to discuss their experience with the first Tent City. Having the encampment close makes it more difficult to sell or rent homes in this neighborhood. They do not want the encampments to always locate at Mary Queen of Peace. They also requests periodic background checks on encampment residents.

Sharon Maddox 24107 NE 20<sup>th</sup>, She believes the increased population in Sammamish has also accounted for an increase in crime and drugs. This is not a reason to limit homeless encampments.

Zoltan Abraham, Employee Mary Queen of Peace, He feels that allegations made against residents of the last homeless encampment are being taken as facts. None of those arrested, at the previous tent city, have been convicted.

Gabriella, She explained that she is homeless. Tent city residents are people.

Yucheng Zheng, 1333 226<sup>th</sup> Court SE, He pointed out the state laws refers to the burden of the hosting church, not the encampment.

Sean O'Brien, 1107 228<sup>th</sup> Avenue SE, Head of Arbor School, He feels Share Wheel is not providing adequate leadership to Tent City.

At 9:04 pm the Public Hearing was continued to July 1, 2014.

Council recessed from 9:04 to 9:15 pm.

Ms. Cezar explained that staff is looking for further direction on the following issues before the second reading of the ordinance:

- Item #1 – Type of Permit decision – Type 1 decision
- Item #2 – Eligible Hosts – Religious organizations on real property owned or controlled by the organization
- Item #3 – Length of occupancy at same site – 3 or 4 months and will determine length at next reading of ordinance
- Item #4 – How often return to the same site - Asked staff to come back with map to show possible encampment locations. Council likes 18 months from end of encampment
- Item #5 – How many encampments in the city at the same time - One camp at a time
- Item #6 – How many in the city in a year - One in 365 days
- Item #7 – Neighborhood meeting - Leave the number of required number of days' notice must be mailed blank. Notice to go to all residents within 500 feet plus meet and confer with police, schools and childcare
- Item #8 – Notice of Application – Mailed to properties within 500 feet, application submitted at least 30 days prior to occupancy
- Item #9 – Warrant/sex offender checks – All new residents prior to encampment and new residents moving into the encampment
- Item #10 – Transportation - Change from “nearest public transit to “an appropriate or particular public transportation stop”. Something more needs to be added to the plan
- Item #11 – Debris cleanup – Site to be left free of debris, waste disposal supervised by the sponsor or managing agency.
- Item #12 – Code of Conduct Marijuana - prohibition of marijuana should be included in the code of conduct
- Item #13 – Catastrophic event provision - Remove catastrophic provision. Staff to provide some clarifying language
- Item #14 – Should host or sponsor be required to provide private security - Ask host or sponsor to provide a security plan

- Item #15 – Clarify the length of time for an encampment to stay at one location – \_\_\_\_ “consecutive” months or \_\_\_\_ calendar days (whichever is longer) plus 5 days
- Item #16 – Hand delivered notices – No, notice must be mailed.
- Item #17 – Responsibilities/Consequences if permit requirements are violated – treated as a code violation
- Item #18 – Bonding and Insurance requirements – RCW does not allowed bonding/insurance requirements. Staff will do some additional research on this issue.

Council requested staff add language limiting the number of residents by location.

Hosting church would like to be exempt from the school notification if school is located/operated by the hosting church.

**Unfinished Business** - None

**New Business** - None

**Council Reports**

Councilmember Gerend announced that Sammamish Friends is sponsoring a children’s photo contest. He is also joining the Advisory Board for Mountains to Sound Greenway.

Councilmember Valderrama attended the IDEA meeting. He attended the Citizen for Sammamish meeting. He also requested the Council consider public comment on the Eastlake Sammamish Trail.

Deputy Mayor Huckabay attended the Eastside Fire & Rescue Operations Committee. They are in the process of reviewing the non-profit agreement. Not all questions have been resolved with this agreement.

Councilmember Keller attended the Growth Management Planning Council meeting. The council unanimously passed transferring the Klahanie Potential Annexation Area from Issaquah to Sammamish.

Mayor Vance attended Puget Sound Regional Council General Assembly Meeting with Councilmember Gerend.

**City Manager Report**

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

City Manager reported the contract with Porter Brothers has been signed and the project is moving along on schedule. It will be the city’s largest project to date.

He will be meeting with the HOA associations in Klahanie this week. The annexation study will be completed by the end of this month.

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

Council retired to Executive Session at 10:17 pm and returned at 10:30 pm. No action was taken.

Meeting adjourned at 10:30 pm

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Melonie Anderson, City Clerk

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Thomas E. Vance, Mayor



# STUDY SESSION NOTES

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## Study Session/Joint Meeting with the Parks Commission

June 10, 2014

Mayor opened the Study Session/Joint meeting of the Sammamish City Council and the Parks Commission at 6:30 p.m.

### **Public Comment**

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

Wayne Demeiser, 2805 220<sup>th</sup> Ave NE, discussed keeping the NE Sammamish Water and Sewer District separate from Sammamish.

Jason Nickell, 14215 79<sup>th</sup> Ave NE, Kirkland, General Manager for Sahalee Community, discussed the potential takeover of the NE Sammamish Water and Sewer District. The community and neighbors do not want this to happen.

John Friend, 707 218<sup>th</sup> Ave SE, concerned about the current proposed master plan for Big Rock Park. The plans do not maintain the natural settings proposed by the donor and not enough separation between the park and the neighbors. The elevated walkways would dramatically increase congestion. The park has already become a dumping ground for a variety of trash and needs better surveillance for safety. Traffic issues need to be addressed.

### **Topics**

Presentation: Parks Department Report

Discussion: Big Rock Park Master Plan

- Reard/Freed House Vision

Discussion: Parks Capital Improvement Plan (CIP)

**Adjournment**

9:10 pm





# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 25, 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:** Second reading, continued public hearing

**Exhibits:**

1. Memorandum
2. Proposed Ordinance-updated
3. Council Topics/Questions Table-updated
4. Homeless Encampment Areas Study Map

**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> public hearing, the City Council heard from 31 citizens and received 33 written comments. The Council also provided direction for an updated draft code and continued the public hearing to the July 1<sup>st</sup> meeting.

**Recommended Motion:** Staff recommends that the Council complete the public hearing and deliberations and adopt the ordinance upon amendment.





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**Date:** June 25, 2014  
**To:** Ben Yazici, City Manager  
**From:** Susan Cezar, Community Development Deputy Director  
**Re:** Temporary Homeless Encampment Use Permit – Continued Public Hearing & 2<sup>nd</sup> Reading

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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. The City Council held a public hearing on June 3<sup>rd</sup> where they heard from 31 residents and received 33 written comments. The public hearing was continued to July 1<sup>st</sup>.

At the July 1st meeting, the City Council will complete the public hearing and deliberations on the proposed regulations. As a reminder, the moratorium on permitting temporary homeless encampments in Sammamish ends on July 14<sup>th</sup>.

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

- Revised ordinance based on June 3<sup>rd</sup> Council direction
- City Council Topic/Question table – Updated
- Homeless Encampment Areas Study Map

The City Council Topic/Question table has been updated to note those changes to the draft ordinance that the City Council requested at the June 3<sup>rd</sup> meeting. These have been placed in the "Staff Comment/Council Direction" column in **bold type**. In addition, the draft ordinance has been updated to reflect these changes.

The Homeless Encampment Areas Study Map was produced in response to a Council request for information related to potential locations for host sites and their proximity to each other.

Note that the City Council Public Comment tab on the Homeless Encampment Code Development Process web site has been updated to include the additional public comments received. This information can be found by following the 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. 02014-**

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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

**Commented [A1]:** July 1<sup>st</sup> Version

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~~ **the City granted** 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

**Commented [A2]:** July 1<sup>st</sup> Version

**WHEREAS, the City gained valuable knowledge and experience from the 2013 Tent City 4 homeless encampment with regard to the needs of homeless encampments and the citizens of the City; and**

**Commented [A3]:** July 1<sup>st</sup> Version

## Exhibit 2

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

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~~ **no more than one** homeless encampments ~~shall~~ be permitted in the City within ~~a 365 days~~ **day period** due to the limitations on City resources and services **that are necessary to support** for temporary homeless encampments; the City Council further finds that these limitations **on resources and services** would cause public health, safety and welfare impacts if **more than one** multiple temporary homeless encampments ~~were~~ **was** authorized **at a time or within 365 consecutive days**; ~~in the City at the same time; and~~

Commented [A4]: July 1<sup>st</sup> Version

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

## Exhibit 2

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 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 15.05 SMC; shoreline exemption; approval of a conversion harvest plan; <u>temporary homeless encampment use permit</u> <sup>2</sup>
<b>Type 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 21B.95 SMC <sup>3</sup>

## Exhibit 2

<p><i>Type</i> 3</p>	<p>Recommendation by director, hearing and decision by hearing examiner appealable to superior court</p>	<p>Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications<sup>24</sup>; urban planned development; special use</p>
<p><i>Type</i> 4</p>	<p>Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board</p>	<p>Shoreline variances; shoreline conditional use permits</p>

<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>32</sup> Subject also to the procedural requirements of SMC 20.05.037 and Chapter 21B.95 SMC. 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.

<sup>34</sup> Subject also to the procedural requirements of SMC 20.05.037 and Chapter 21B.95 SMC. 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.

## Exhibit 2

“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:

(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; ~~and~~

(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:

City of Sammamish  
City Council

Homeless Encampment Use Permit: Council Review Draft

**Key: Bold text represents new or revised language from the June 3<sup>rd</sup> Version either suggested by the City Attorney or by Council Direction.**

Page 5  
July 1, 2014

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 consecutive~~ (3) calendar months/~~four (4) consecutive calendar months~~, except that the Director may allow up to five (5) additional days to accommodate moving onto or off a site.

Commented [A5]: July 1<sup>st</sup> Version Options; #3 and #15 of Table

(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~~ last day of the prior Homeless Encampment's occupancy.

Commented [A6]: July 1<sup>st</sup> Version; #4 of Table

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

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

Commented [A7]: July 1<sup>st</sup> Version; #6 of Table

(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/(XX) days prior to the neighborhood meeting.

Commented [A8]: July 1<sup>st</sup> Version Options; #7 of Table

- (ii) Prior to the neighborhood meeting, a representative of the Sponsor and Managing Agency shall meet and confer with the following entities regarding the neighborhood meeting and any proposed security measures for the Homeless Encampment: 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, and unaffiliated with the Sponsor.

Commented [A9]: July 1<sup>st</sup> Version; #20 of Table

~~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 a **security management plan**. 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.

Commented [A10]: July 1<sup>st</sup> Version; #14 of Table

- (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, Transportation, and Security.**

**(a) Parking.**

(i) Each lot occupied by a Homeless Encampment must provide or have available a parking and vehicular maneuvering area.

(ii) 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.

**(b) Transportation Plan.**

(i) The Sponsor or Managing Agency shall submit a plan with the permit application demonstrating the ability for residents to obtain access to **methods of communication and services such as grocery, supplies, and medical care.**

(ii) **The plan shall provide for a means of transportation to an appropriate public transportation stop and include any proposed alternative means of transportation such as private or volunteer shuttle service and/or reasonable bicycle/pedestrian paths.** ~~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) Security Management Plan.**

**(i) The Sponsor or Managing Agency shall submit a plan with the permit application demonstrating security measures, site specific or otherwise, necessary to ensure the safety of the residents of the temporary encampment and the public.**

**(ii) At a minimum, the plan shall specify the following:**

**(A) The person or entity responsible for providing security;**

**(B) The type of security to be used, e.g., private security firm, volunteers, or other means; and**

**(C) Recommendations and/or requirements provided by the police department.** ~~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.~~

Commented [A11]: July 1<sup>st</sup> Version; #10 and #14 of Table

(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. **When signing the log, Pprospective encampment residents shall provide a state of Washington driver's license, state of Washington identification card, a driver's license or identification card issued by another state, or other similar document that confirms a person's identity.** ~~verifiable form of identification when signing the log.~~ The Sponsor shall be responsible for verifying that the log is being properly kept and that **the required** ~~verifiable forms of identification~~ **is** ~~are~~ being provided.

Commented [A12]: July 1<sup>st</sup> Version

(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 **and marijuana** 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

Commented [A13]: July 1<sup>st</sup> Version; #12 of Table

- (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) **The Transportation and Security Management Plans;**

Commented [A14]: July 1<sup>st</sup> Version; #10 and #14 of Table

(j) Any other information deemed necessary by the Director to protect public health and safety for the processing of a Homeless Encampment Use Permit; and

(k) Application filing fees in an amount established by City resolution.

(20) Modification for Catastrophic ~~Event~~ Emergencies. The provisions herein shall not apply when for the preservation of public health and safety the situation necessitates a need for emergency management planning and the application of SMC 21A.05.040(5).

Commented [A15]: July 1<sup>st</sup> Version; #13 of Table

- ~~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

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

## Exhibit 2

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Mike Kenyon, City Attorney

Filed with the City Clerk:  
Public Hearing:  
First Reading:  
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

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

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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> <p><b>6/3 Council Direction: No change</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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>	<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.</p> <p><b>6/3 Council Direction: No change</b></p>	
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>	<p>The Bellevue consent decree stipulates particular interpretations of the City of Bellevue’s Ordinance (Number 5615) relative to temporary homeless encampments.*</p> <p><b>6/3 Council Direction: Included both 3 calendar months or 90 days and 4 calendar months or 120 days.</b></p>	
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</p>	<p><b>6/3 Direction: Amended the draft code to read “...calculated from the last day of the prior Homeless Encampment’s...”</b></p> <p><b>Created a map to show potential host sites within the Sammamish city limits and their proximity to each other (1/2 mile).</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	Deliberation
5	How many encampments are allowed in the City at the same time? 21A.70.195(2)	One encampment at a time.	<p>period, calculation method not specified.  <b>Issaquah</b> – Unspecified  <b>Kirkland</b> – Once per 365 day period, calculation method not specified.  <b>Redmond</b> – Once per 365 day period, calculation method not specified.  <b>Sea-Tac</b> – Once per 12 month period calculated from the first day of the prior encampment’s occupancy.  <b>Mercer Island</b> – One, SHARE/WHEEL and Mercer Island United Methodist Church agreement.  <b>Bellevue</b> – No criteria by code; *One by consent decree.  <b>Bothell</b> – No criteria  <b>Issaquah</b> – No criteria  <b>Kirkland</b> – No criteria  <b>Redmond</b> – No criteria  <b>Sea-Tac</b> – One</p>	<p><b>6/3 Council Direction:</b>  <b>No change</b></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)  <b>Bellevue</b> – No limit by code;                      *Two are possible by consent decree with 180 day gap between encampments.  <b>Bothell</b> – No limit  <b>Issaquah</b> – Unspecified  <b>Kirkland</b> – No limit  <b>Redmond</b> – No limit  <b>Sea-Tac</b> – One per 12 month period.</p>	<p><b>6/3 Council Direction:</b>  <b>Amended the draft code to allow for 1 encampment in a 365 day period.</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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>	<p><b>6/3 Council Direction:</b> <b>Included a placemaker for number of days the neighborhood meeting must be noticed prior to the event.</b></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. <b>Bothell</b> – Mail to properties</p>	<p>500 feet is consistent with other city notice requirements. <b>6/3 Council Direction:</b> <b>No change</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	Deliberation
9	Warrant/Sex offender/background checks 21A.70.195(4)(d)	Warrant and Sex Offender Checks (W/S), yes; Background checks, no	<p>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 qualify).</i></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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>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><b>6/3 Council Direction: No change</b></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> <p><b>6/3 Direction: Amended the draft code to include language requiring specific provisions be included in a transportation plan, required as part of the application submittal – 21A.70.195(19)(i).</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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>	<p><b>6/3 Council Direction:</b>  <b>No change</b></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>	<p>None of the jurisdictions mention marijuana. This could be added to the ordinance language.</p> <p><b>6/3 Direction:</b>  <b>Included marijuana as one of the substances to be prohibited in the code of conduct.</b></p>	
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>	<p><b>6/3 Direction:</b>  <b>Amended the draft code to read: “Modification for Emergencies. The provisions herein shall not apply when for the preservation of public health and safety the situation necessitates a need for emergency management planning and the application of SMC 21A.05.040(5)”</b></p> <p><b>6/3 Direction:</b>  <b>Included a requirement for a</b></p>	
14	Host or Sponsor to provide private security.	No requirement	<b>Mercer Island</b> – No provisions.	<b>6/3 Direction:</b> <b>Included a requirement for a</b>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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>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. <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...  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.  <b>6/3 Direction:</b> <b>Amended the draft code to read "...consecutive calendar months..." for clarification</b></p>	
16	<p>Council Comment/Question: What alternatives to the included Notice provision were considered by the Planning Commission and</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</p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	Deliberation
	rejected and why?			<p>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 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><b>6/3 Council Direction: No change</b></p>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	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)	Responsibilities/consequences are described in the conditions of approval, the camp codes of conduct and the respective code sections as follows:  <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	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.  <b>6/3 Council Direction: No change</b>	
18	Council Comment/Question: What about bonding or insurance requirements for the Homeless Encampment or the church?	Not included	<b>Mercer Island</b> – Hold harmless agreement required. <b>Bellevue</b> – Unspecified by code; *Proof of insurance required by consent decree. <b>Bothell</b> – Religious organizations exempted. <b>Issaquah</b> – Must provide proof of commercial liability insurance per permit conditions. <b>Kirkland</b> – Unspecified <b>Redmond</b> – Unspecified <b>Sea-Tac</b> – Unspecified	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.  <b>6/3 Direction: Reached out to a number of churches and one contact included in the original stakeholder list to inquire about insurance. Information received to date indicates that host</b>	

Item	Topic/Question	Sammamish PC Recommendation	Peer Jurisdictions	Staff Comment/Council Direction	Deliberation
19	Council Comment/Question 6/3: Can the maximum number of residents be conditioned as part of the issued permit?	21A.70.195(6) A homeless encampment use permit may be conditioned to establish occupancy of less than 100 persons, depending on the conditions of the proposed site.	<b>Mercer Island</b> – Unspecified <b>Bellevue</b> – Considerate of site conditions <b>Bothell</b> – Unspecified <b>Issaquah</b> – Unspecified <b>Kirkland</b> – Unspecified <b>Redmond</b> – Unspecified <b>Sea-Tac</b> – Considerate of site conditions	This provision is included in the Planning Commission's recommended draft code. 21A.70.195(6)  <b>6/3 Council Direction:</b> <b>No change</b>	
20	Council Direction 6/3: Include language to distinguish schools affiliated with the host from others.	Not included	<b>Mercer Island</b> – Unspecified <b>Bellevue</b> – Unspecified <b>Bothell</b> – Unspecified <b>Issaquah</b> – Unspecified <b>Kirkland</b> – Unspecified <b>Redmond</b> – Unspecified <b>Sea-Tac</b> – Unspecified	<b>6/3 Council Direction:</b> <b>Amended 21A.70.195(4)(ii) to exclude from the requirement to meet and confer with schools and daycares those that are affiliated with the Sponsor.</b>	

\*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.

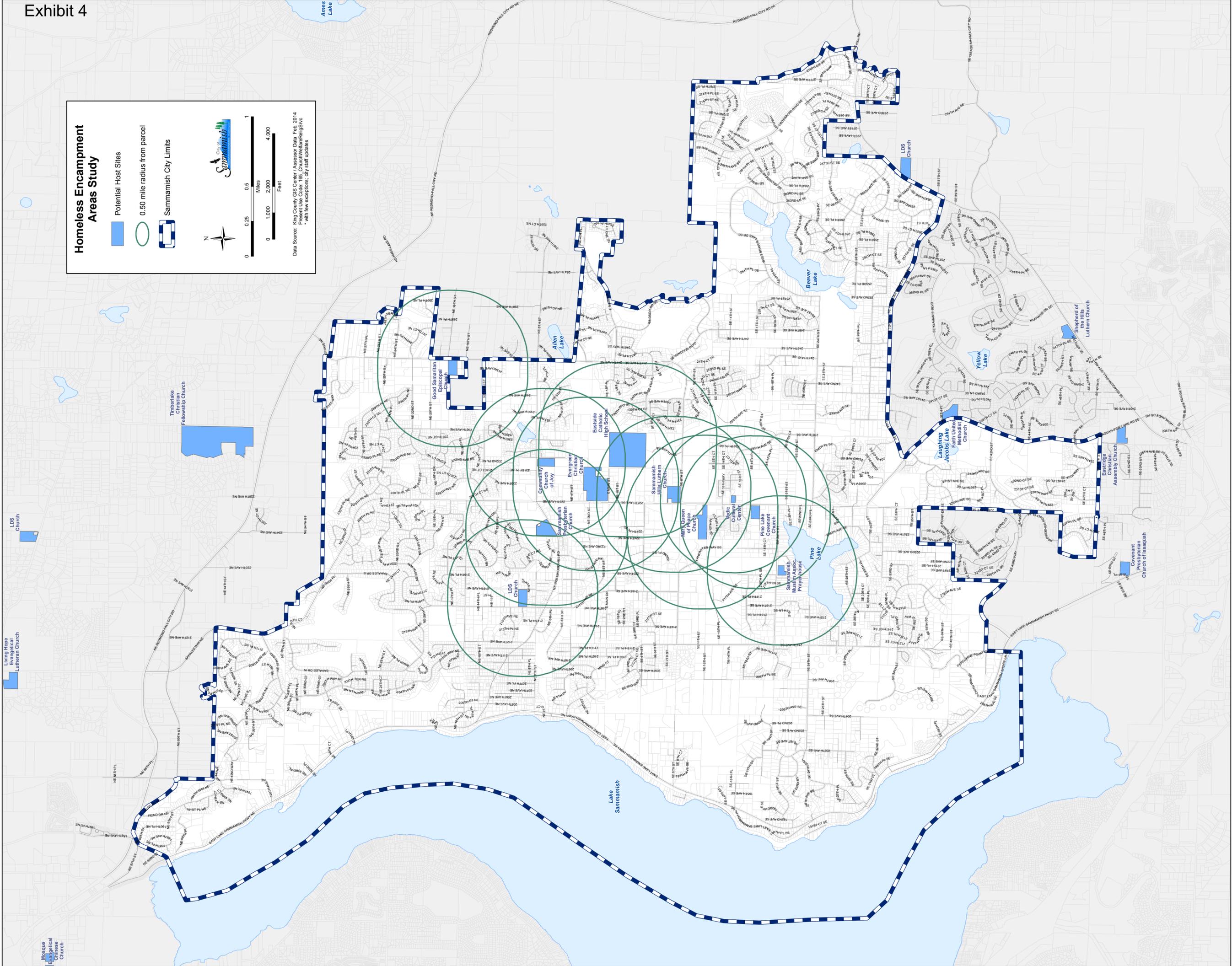


**Homeless Encampment Areas Study**

- Potential Host Sites
- 0.50 mile radius from parcel
- Sammamish City Limits

**City of Sammamish**

Data Source: King County GIS Center / Assessor Data, Feb. 2014  
Present Use Code: 185, Church/Wellness/Svc  
\* with few exceptions; city staff updates







# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 25, 2014

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Subject:** Resolution of the City of Sammamish adopting the Big Rock Park Master Plan.

**Action Required:** Adopt the Master Plan

**Exhibits:**

1. Resolution
2. Master Plan Graphics
3. Decision Table
4. Summary of Preferred Master Plan Costs
5. June 10, 2014 Memo from Parks Commission
6. November 13, 2012 Memo from Parks Commission

**Budget:** A total of \$527,000 is allocated in the 2013-2014 Parks CIP budget to fund Phase I design and construction.

**Summary Statement:**

The preferred alternative for the Big Rock Park Master Plan was developed after more than two years of public process, plan development and refinement. The final plan, as presented at the June 10, 2014 City Council meeting, highlights the natural beauty of the park while expanding opportunities for passive recreation and environmental and heritage education. Presented below, along with the attached master plan graphics, is a summary of the final recommendation for the Big Rock Park Master Plan.

Also included in your packet is a decision table on four items. The decision table is intended to assist the City Council in their deliberations on the final components of the Big Rock Park Master Plan. This table includes items of recent discussion, but does not include all master plan components. A formal presentation, including graphics, will be accompany this decision table at the City Council meeting.

**The Final Master Plan:**

**Site A General Design:**

Environmental education was a strong theme that came forth during the public process. As a guiding design principle, the design team incorporated opportunities for learning, exploring and creating with environmental education in mind.



## City Council Agenda Bill

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### Parking:

Two parking areas are located on Site A. Primary parking (40 stalls) is proposed along SE 8<sup>th</sup> Street with secondary parking (11 stalls) proposed north of the barn.

### Natural Play Area:

A children's natural play area is proposed south of the parking area along SE 8<sup>th</sup> Street. Designed to be inclusive, the children's natural play area will provide highly creative, interactive play experiences with the purpose of connecting kids with nature. Climbing boulders, balancing logs, embankment slides and a kid's zipline (ages 4-9) are envisioned in the more active areas of the playground while sensory gardens, willow structures and a story circle allow for a more quiet play setting.

### Open Meadow:

An extension of the natural play area, the open meadow provides opportunities for creative unstructured play, picnic spots and stops along the accessible trail loop.

### Accessible Trail Loop:

An accessible trail meanders around the open meadow and provides a route to the house, the restrooms and the education circle.

### Education Circle:

A covered education circle with a fire pit is proposed atop an existing knoll in the center of Site A. The education circle provides a space for small groups such as scout troops, elementary school classes and community organizations to meet in an outdoor setting. The fire pit will be available by reservation only and locked when not in use.

### Meeting Space:

The existing house may serve as a new community meeting space for small groups, once renovated to accommodate the public. Potential use of the house will be evaluated in the future.

### Restrooms:

The existing barn will be renovated to include park restrooms. It will also continue to serve as staging and storage space for volunteer work parties and maintenance equipment for the park.

### Elevated Boardwalk:

The ADA accessible elevated boardwalk is situated approximately 15' above the ground and intertwines through the natural park setting.

### Interpretive Trails, Observation Deck and Habitat Enhancement:

Areas throughout the park have been identified for enhancement to increase habitat for native plant species and for associated wildlife. These enhanced areas will be accessed via interpretive trails and an observation deck.



## City Council Agenda Bill

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### Site B General Design:

Site B is intentionally more passive than Site A with design elements that include meandering trails and boardwalks. These amenities allow for an up-close and exploratory experience in support of outdoor education.

### Access and Parking:

Access to Site B is provided off 221<sup>st</sup> Ave SE and 220<sup>th</sup> Ave SE. Three parallel parking spots are located within the 221<sup>st</sup> Ave. SE right-of-way and a grasscrete parking lot with 10-12 parking spots, accessible by 220<sup>th</sup> Ave SE, is located south of the Reard/Freed House.

### Sauna and Tanner House:

The existing building housing a sauna and a laundry room will be renovated into park restrooms and storage space. The Tanner House is limited in layout and is not intended for public use as it will require extensive renovation.

### The Reard/Freed House and Heritage Garden:

The Sammamish Heritage Society envisions a fully renovated and functioning house surrounded by period landscaping designed to reflect the colorful and rich history of Sammamish. Once completed, the homestead would serve as a resource dedicated to heritage education and preserving Sammamish's history. House uses will include a small museum, storage space for historic relics and space on the second floor for administrative offices.

The area surrounding the Reard/Freed House, restrooms and Tanner House will be reflective of early 1900's landscape design. The heritage garden embraces nature with an emphasis on low maintenance landscaping, minimal use of lawn, winding pathways and the implementation of an asymmetric planting plan. A display space will be incorporated and as with the museum, would accommodate rotating exhibits reflecting the art and history of Sammamish.

### Community Garden

A community garden is proposed and located east of the Reard/Freed House. The final layout/capacity and overall design of the garden will be influenced by limited parking provided for Site B and the desire to maintain Site B as a passive park.

### Open Meadow and Picnic Shelter:

A medium-sized picnic shelter similar in size to the medium shelter at Pine Lake Park is located just north of the Tanner House and overlooks the open meadow. The shelter will accommodate two to four picnic tables and will be available on a first-come, first-served basis.

### Interpretive Trails, Bird Blind and Habitat Enhancement:

As with Site A, interpretive trails are proposed throughout the site with amenities that include a bird blind, a serpentine boardwalk, picnic areas and a tree house constructed by Mary Pigott. Construction of the tree house began in early 2014 and was designed and engineered for public use.



## City Council Agenda Bill

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### **Background:**

Big Rock Park (Site A) opened to the public in October 2011 after being transferred to the City as part of a phased land donation by Mary Pigott. Site A, the first parcel of three, was transferred in early 2011. Located in the center of the city, the 16 acres that make up Site A are partially wooded with coniferous and deciduous trees. Buildings on the site include a single family home, a garage and a barn. Wood chipped trails meander through the dense forest and open meadows, crossing wetlands and streams throughout the site.

Ms. Pigott graciously allowed staff to include Site B in the master planning process, although this parcel has not yet been transferred to the City. The 20 acres that make up Site B include dense forest cover, meandering trails that traverse varying topography and open meadows. A single family home with a garage and sauna comprise the old homestead. On June 3, 2012 the Reard-Freed House was relocated to Site B near the existing buildings.

Shortly after the “soft opening” of Big Rock Park in 2011, the Park Planning team began work on the master plan. This is the first master plan completed in-house. Over a year of site reconnaissance, studies, an extensive public process, a public park naming contest, concept development and refinement have been completed and incorporated into the preferred alternative plan. The preferred plan was presented at a public meeting and to the Parks and Recreation Commission in the fall of 2012.

On February 19, 2013, the plan was presented to the City Council for review and discussion. Council authorized staff to begin the SEPA process and a determination of non-significance was issued in March 2014. The final plan was reviewed by the City Council on June 10, 2014.

### **Additional Background Information:**

#### Community Survey

- Web Survey January 2012

#### Public Meetings

- Meeting #1: Hopes, Dreams and Fears, January 11, 2012
- Meeting #2: Review of Master Plan Alternatives, April 25, 2012
- Meeting #3: Public Safety, Site Access and Parking and Building Uses, July 11, 2012
- Meeting #4: Review of the Preferred Alternative, September 19, 2012

#### Parks and Recreation Commission

- Hopes, Dreams and Fears: January 4, 2012
- Review of Master Plan Alternatives: May 9, 2012
- Review of Master Plan Alternatives: June 6, 2012
- Review of Preferred Alternative Plan: October 3, 2012
- Review of Preferred Master Plan: March 6, 2013
- Review of Preferred Master Plan: June 5, 2013
- Review of Preferred Master Plan: July 10, 2013



## City Council Agenda Bill

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- Reard/Freed House Vision: April 2, 2014
- Review of Preferred Master Plan: May 7, 2014
- Review of Preferred Master Plan: June 4, 2014

### City Council Updates:

- Hopes, Dreams and Fears: January 10, 2012
- Review of Master Plan Alternates: June 12, 2012
- Review of Preferred Alternative Plan: November 13, 2012
- Review of Preferred Alternative Plan and consensus to move into SEPA: February 19, 2013
- Review of the Preferred Alternative Plan: March 11, 2014
- Review of the Final Master Plan: June 10, 2014

### **Surveys and Studies Performed:**

- Site Inventory and Analysis
- Wetland Reconnaissance
- Traffic Count Study and Analysis

### **Financial Impact:**

The probable cost of construction for the Preferred Master Plan (if all improvements are built) is approximately \$4.1 million. This includes \$2,920,000 for the Site A improvements and \$1,180,000 for the Site B improvements. The estimated annual operating and maintenance cost for the Preferred Master Plan (if all improvements were built) is \$385,668. This cost does not include operation of the house on Site A. A summary of the Preferred Master Plan costs is attached.

### **Recommended Motion:**

Approve the Resolution adopting the Big Rock Park Master Plan.



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

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING A MASTER PLAN FOR BIG  
ROCK PARK**

**WHEREAS**, Big Rock Park is a 36-acre park comprised of two parcels in the center of the City, at the corner of SE 8<sup>th</sup> Street and 214th Ave SE; and

**WHEREAS**, Big Rock Park was donated as part of a phased land donation to the City of Sammamish by Ms. Mary Pigott in 2010; and

**WHEREAS**, the City's Model Master Plan Process was conducted for the Big Rock Park Master Plan from November 2011 to September 2012 to identify priorities for future park improvements in a comprehensive manner through a process that involved the community; and

**WHEREAS**, following four public meetings and corresponding updates to the Parks and Recreation Commission and to the City Council, a final preferred alternative for the Master Plan was completed and presented to the City Council;

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

Section 1. Adoption of the Big Rock Park Master Plan: The City Council hereby adopts the Big Rock Park Master Plan, attached hereto as Attachment A and incorporated herein by reference.

Section 2. 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.

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

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

CITY OF SAMMAMISH

---

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

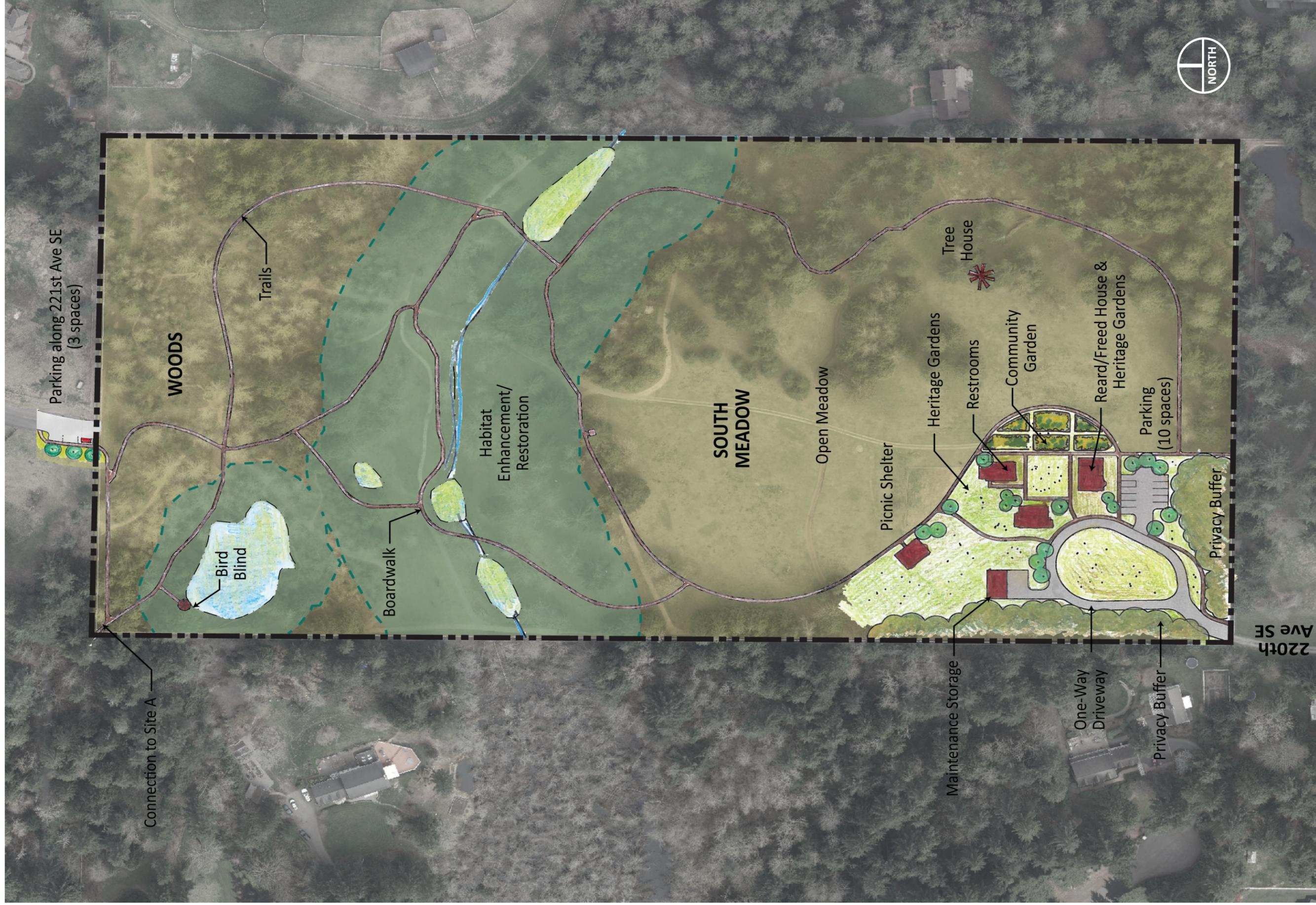
Filed with the City Clerk: June 26, 2014

Passed by the City Council:

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



## Exhibit 2



# SITE B BIG ROCK PARK MASTER PLAN



DECISION TABLE

Big Rock Park Master Plan

This table is intended to assist the City Council in their deliberations on the final components of the Big Rock Park Master Plan. This table includes items of recent discussion, but does not include all master plan components. A formal presentation, including detailed graphics, will accompany this decision table at the City Council meeting on July 1, 2014.

Topic	Location	Estimated Cost	Proposed Construction Phase	Parks Commission Recommendation	Council Action
1. <b>Natural Play Area:</b> A play area designed to complement the natural landscape of the park. Includes structured and unstructured play components. ADA accessible and inclusive design. This will not be a formal playground. Project will allow for volunteer support during assembly/construction.	Site A of Big Rock Park	\$100,000 (Estimate includes anticipated volunteer support.)	Included in Phase I (2015)	The Parks Commission recommends inclusion of the natural play area in the final master plan.	Council consensus on March 11, 2014 to add this item to the master plan, but no formal council action was taken.
2. <b>Elevated Boardwalk:</b> An elevated boardwalk located in the southern portion of Site A. The boardwalk crosses a very steep ravine and a category II wetland. Proposed boardwalk is comparable to structures in Ebright Creek Park and Evans Creek Preserve. The structure is ADA accessible and provides an ADA connection from Site A to Site B, which would not otherwise be possible due to the challenging terrain on Site A.	Site A of Big Rock Park	\$525,000	Identified in Phase 7 of the proposed master plan, pending inclusion in a future Parks CIP budget.	The Parks Commission recommends inclusion of the elevated boardwalk in the final master plan.	No council action taken.

<p>3. <b>Community Garden:</b> A community garden located adjacent to the Reard House on Site B. Proposed design would be similar to the garden in the Lower Sammamish Commons. Elevated planter boxes constructed with suitable growing soils imported. Number of plots could range from 30 to 50, including ADA plots. Site B is currently in private ownership. No improvements will be considered until Site B transfers to the City.</p>	<p>Site B of Big Rock Park</p>	<p>\$100,000</p>	<p>Identified in Phase 4 of the proposed master plan, pending inclusion in a future Parks CIP budget.</p>	<p>The Parks Commission recommends inclusion of the community garden in the final master plan.  Parks Commission reintroduced this item on June 10, 2014.</p>	<p>No council action taken.</p>
<p>4. <b>Site B Parking Lot:</b> There was council discussion on June 10, 2014 as to the size of the parking lot on Site B. This item is included in the decision table since consensus was not reached. The proposed master plan includes parking for 10 to 12 cars on Site B. This is similar in size to the parking lots at Beaver Lake Preserve and Evans Creek Preserve. This is the minimum size parking lot in the Sammamish parks system and is 1/3 the size of what was proposed in the master plan alternatives. Paved driveway and the parking lot itself will be grasscrete or similar. Design would be suitable for a fire truck or school bus turnaround, but no on-site parking is available for vehicles of this size. Site B is currently in private ownership. No improvements will be considered until Site B transfers to the City.</p>	<p>Site B of Big Rock Park</p>	<p>\$450,000</p>	<p>Parking and access will be included in the first development phase of Site B, which is currently identified in Phase 3 of the proposed master plan, pending inclusion in a future Parks CIP budget.</p>	<p>The Parks Commission has not recently deliberated on this matter.</p>	<p>No council action taken.</p>

**Big Rock Park Master Plan**

**Summary of Preferred Master Plan Costs**

<b>SITE A</b>	<b>DESIGN &amp; CONSTRUCTION</b>
SITE PREP, DEMOLITION & EARTHWORK	\$250,000
ACCESS, PARKING, STORM DRAINAGE, UTILITIES	\$398,700
STRUCTURES (House, Restrooms, Education Circle, Natural Playground & Elevated Boardwalk)	\$971,800
TRAILS & HABITAT RESTORATION	\$189,000
MISC. (Planting, Irrigation, Furnishings etc.)	\$117,000
CONTRACTOR OVERHEAD & PROFIT	\$213,600
CONTINGENCIES, PERMITS & TAXES	\$779,900
<b>TOTAL COST</b>	<b>\$2,920,000</b>

<b>SITE B</b>	<b>DESIGN &amp; CONSTRUCTION</b>
SITE PREP, DEMOLITION & EARTHWORK	\$155,000
ACCESS, PARKING, STORM DRAINAGE, UTILITIES	\$275,000
STRUCTURES (Buildings, Picnic Shelter, Restroom & Bird Blind)	\$167,000
TRAILS & HABITAT RESTORATION	\$140,000
MISC. (Planting, Irrigation, Furnishings etc.)	\$48,000
CONTRACTOR OVERHEAD & PROFIT	\$80,000
CONTINGENCIES, PERMITS & TAXES	\$315,000
<b>TOTAL COST</b>	<b>\$1,180,000</b>

## Exhibit 4



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

Date: June 10, 2014

To: City Council

From: Hank Klein, Parks and Recreation Commission Chair

Subject: Proposed Parks Capital Improvement Plan 2015-2020

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On behalf of the Parks Commission, I am pleased to provide our recommendations for the 2015-2020 Parks Capital Improvement Plan (CIP). The Commission has spent the past couple months reviewing the draft plan and discussing the implementation schedule.

We focused our attention on those parks that had a master plan completed, but to date no actual projects were built. In particular, we looked at Beaver Lake Park (master plan adopted in 2010) and East Sammamish Park (master plan adopted in 2008).

Extensive use over the years has led to the decline of the beach and shoreline trees at Beaver Lake Park. We recommend moving forward with the lakeside improvements in 2017 and 2018. These improvements include the following:

- Restore the shoreline to improve ecological function and habitat; and, define areas for human access by creating a swim beach, floating platform and designated fishing area.
- Reconfigure and expand the parking lot (on the Lodge side of the park) to simplify circulation and create an additional 30 parking spaces (approximate).
- Add a new play area north of the pavilion.
- Add paving at the pavilion to create additional gathering space near the shoreline.
- Improve drainage in the meadow near the pavilion.

Due to high demand for parking at Beaver Lake Park, particularly during the little league season, we support the expansion of the parking lot adjacent to the ball fields on the west side of the park in 2018-2019. We believe this expansion will allow for approximately 25 additional parking spaces. The access drive will be reconfigured to eliminate superfluous impervious surface from the existing stream (Laughing Jacobs Creek) buffer. With the recent construction of the 244<sup>th</sup> Ave SE improvements, the new driveway apron has already been installed, new sidewalks were built along 244<sup>th</sup> Ave SE and 19 street parking spots were created.

The East Sammamish Park master plan was completed in 2008. We recommend implementing some of the proposed projects from that master plan in 2016-2017. The parking lot expansion and playground upgrades rise to the top of our list of priorities. The existing parking lot can accommodate approximately 17 additional parking spaces and street frontage improvements will increase visibility, accessibility and safety of park visitors. The existing play area will be expanded to accommodate a larger array of play equipment and a new spray park and climbing wall will be added. This phase will also improve the trail between the park and Margaret Mead Elementary School.

## Exhibit 5

We recommend building the picnic shelter and informal play area at Evans Creek Preserve in 2019-2020. The picnic shelter will be sized appropriately for Preserve use and sited in the main meadow where the restroom building is located.

We recommend adding a restroom building to the Lower Commons and upgrading the existing play area and spray park in 2019-2020. Not only does this park serve as the central park for the community, but the addition of the Community Center will increase the number of people visiting the site and using the playground in the Lower Commons. Given the high cost to bring a sewer line to the site, we recommend utilizing a waterless restroom similar to the one at Evans Creek Preserve.

We also support the addition of a permanent restroom at Sammamish Landing Park and recommend installation in 2015. The park experienced high use during the summer of 2014 and we expect usage patterns to continue. With the addition of the new parking lot and pedestrian access, it is conceivable that park user rates will remain steady and may even increase. The single Honey Bucket currently on-site is insufficient to support park use.

In addition to the CIP projects, we would like to recommend council consider the following studies as part of a future work plan:

- A comprehensive ADA access audit and transition plan for all park and recreation properties within the city.
- A heritage resources inventory for the city that will identify and evaluate historic properties to preserve and celebrate significant buildings.

Finally, we recommend the council continue to allocate funding for land acquisition, particularly as opportunities arise in the NE quadrant, the SW quadrant, and along the shores of Lake Sammamish. We also anticipate additional land acquisition funding may be needed as we begin to pursue future trail connections.



## Memorandum

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DATE: November 13, 2012

TO: Sammamish City Council

FROM: Pauline Cantor, Chair, Parks and Recreation Commission

RE: SE 8<sup>th</sup> Street Park – Master Plan Recommendation

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On behalf of the Parks and Recreation Commission, I am pleased to present our recommendations on the SE 8<sup>th</sup> Street Park Master Plan.

It is the result of input from several public meetings, started in January of this year. The Parks Commission has been presented with a range of ideas and proposals for the park, including plans to enhance the park through environmental and heritage education; bring visitors safely into the park; provide basic amenities such as parking, access and restrooms; and, build on the existing network of trails on the site. We have examined the plans presented to us by staff, and we have received extensive input from local residents and park neighbors. We carefully examined the impacts of park development on the neighboring properties and reached a compromise that was sensitive to the adjacent homeowners while recognizing the needs and interests of the community.

As a Parks Commission, we unanimously endorse the final preferred design presented to us at our regularly scheduled meeting on Wednesday, October 3, 2012. We have provided additional comments on the various elements of the plan below.

### **Key Recommendations:**

**Community Park:** We are fortunate to have this wonderful piece of property donated to the city and for the enjoyment of the whole community. We recognize amenities such as parking and access are necessary for this park to function as a community park but also believe other amenities like picnic shelters, interpretive signs, boardwalks and the canopy walk are what make the park special. This park is passive without being stale. When presenting this design to the community, the feedback received was that it was nice to have a special, unique feature to set this park apart from others.

**Parking and Access:** On site A, on-street parking is provided in the right-of-way, along SE 8th Street. Limited parking will be sited near the buildings to achieve a total of 51-parking spaces, including ADA stalls. Access to the buildings and onsite parking is provided by expanding the existing 9 foot gravel driveway to a two-way asphalt driveway. The existing cleared area adjacent to the barn can also be used for overflow parking, if the need is warranted.

Site B can be accessed from the north via 221st Ave SE connecting Lancaster Ridge to the park and from the south via 220th Ave SE. Three parallel parking spots are located within the 221st Ave SE right-of-way and adjacent to a city owned detention facility. A 10-stall parking lot is proposed just south of the Reard House. These two access points are an outcome from the third public meeting which focused on safety, access and parking. The neighbors adjacent to the park property felt one

## Exhibit 6

entrance concentrated vehicular and foot traffic and that the addition of a second access point spreads this traffic out more evenly through the neighborhood.

**Building Use:** We recognize that the existing house on Site A is a wonderful resource for a multi-use gathering space (i.e. community art classes, yoga sessions, meetings, or other gatherings). With the possibility of a community center in the near future, we realize this space may not be a necessary component. However, if future community needs warrant, we recommend renovating the house to make it ADA accessible and a useful, organized space. The existing barn provides a much needed space for maintenance tools and materials at this time, but can also be a converted space if future needs dictate. We are in support of converting part of the barn to a restroom for park users. This is not only sustainable, but reduces the need to cut trees for a new restroom building.

Site B includes an existing house, sauna and garage. In addition, the Reard House was moved to the site in early summer 2012. We realize the master plan process did not yield a strong use for the existing buildings. We recommend the sauna be converted to park restrooms, the Reard House used for heritage education, the existing garage used for maintenance storage and secure the Tanner House until a future use is determined. We agree with the addition of a medium size picnic shelter near the parking area and overlooking the meadow for community use.

**Minimize Adjacent Impacts:** We acknowledge the proximity of this park to adjacent neighbors and realize it has an impact. Therefore, we support the removal of trails adjacent to the property line where feasible, limiting park use to daytime hours and providing several access points to distribute park use traffic.

**Environmental and Heritage Education:** Environmental and heritage education were strong themes that came forth during the public process. As a guiding design principle, the team incorporated opportunities for learning, exploring and creating with environmental and heritage education in mind. We are in support of environmental opportunities including the addition of a covered education circle designed as an informal meeting space, interpretive trails, a wetland observation deck, an elevated boardwalk and a bird blind.

We also recognize another educational component in this park – heritage. These educational opportunities range from the dawn of time with glacial formations at the big rock to the historical Reard House, which focuses on heritage within the past century.

**Habitat Restoration and Enhancement:** The plan calls for several areas of habitat restoration, including the wetland meadow on site A, the vegetative understory throughout both sites, and the restoration of the meadow on site B. We fully support this action and feel that this work can be done over time through volunteer work parties.

**Phase 1:** We recommend that the first of this project focus on developing park user amenities such as on-street parking along SE 8<sup>th</sup> Street, a park entrance, education circle, trail construction and restrooms at the existing barn.

**Conclusion:** This concludes our feedback and recommendations for the master plan preferred alternative. We very much appreciate the opportunity to provide you with our recommendations on the SE 8<sup>th</sup> Street Master Plan.



# City Council Agenda Bill

**Meeting Date:** July 1, 2014

**Date Submitted:** June 23, 2014

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Subject:** Resolution Adopting the 2015-20 Parks Capital Improvement Plan (CIP)

**Action Required:** Adopt the Resolution

**Exhibits:**

1. Resolution adopting the 2015-2020 Parks Capital Improvement Plan (CIP).
2. 2015-20 Parks CIP Project List (clean copy)
3. 2015-20 Parks CIP Project List (edited copy)
4. Memo from Jessi Bon, summarizing the Proposed Parks CIP Project list
5. Memo from Hank Klein, Chair of Parks & Recreation Commission
6. Summary of Sammamish Landing Restroom costs (per council request)

**Budget:** N/A

**Summary Statement:**

This is a resolution adopting the 2015-20 Parks Capital Improvement Plan (CIP). An updated Parks CIP is required for the collection of park impact fees and maintains the City's eligibility for a variety of grant funds.

The projects included in the 2015-20 Parks CIP are consistent with the priorities identified in the Parks, Recreation and Open Space Plan.

The Parks CIP by itself does not authorize projects to move forward nor does it provide funding for any of the listed projects; for that to occur individual projects must be funded through the City's normal biennial budget process.

**Background:**

The Parks CIP is a six-year planning document that is re-evaluated every two years as part of the City's biennial budget process. It identifies specific improvement projects, funding sources and project timelines over the six-year period. Capital projects may include acquisition, repair, renovation, replacement and development.

The City first adopted a Parks CIP in 2006, the same year the Parks Impact Fees were adopted. The City adopted subsequent Parks CIP's in 2008 and 2012. This is the fourth Parks CIP adopted by the City.



## City Council Agenda Bill

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The Parks and Recreation Commission discussed the 2015-20 Parks CIP at the following meetings:

- April 2, 2014 – Introduction of Parks CIP, preliminary discussion
- May 7, 2014 – Project Prioritization
- June 4, 2014 – Final Recommendation to City Council

The City Council and the Parks and Recreation Commission held a joint meeting on June 10, 2014 to review the 2015-20 Parks CIP.

**Financial Impact:**

There is no financial impact at this time. The Parks CIP is a fiscal planning document and as such does not commit the City to any financial obligations.

**Recommended Motion:**

Approve the Resolution adopting the 2015-20 Parks Capital Improvement Plan.

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

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING A SIX-YEAR PARKS  
CAPITAL IMPROVEMENT PLAN FOR 2015-2020.**

WHEREAS, state law encourages the legislative body of each city to prepare and adopt a parks capital improvement plan for the ensuing six years; and

WHEREAS, the purpose of such plan is to assure that each city shall have plans looking to the future, for not less than six years, as a guide in carrying out a coordinated capital improvement program; and

WHEREAS, if a city has adopted a comprehensive plan, state law provides that the parks capital improvement plan shall be consistent with the comprehensive plan; and

WHEREAS, the adoption of a parks capital improvement plan will allow the city to coordinate planning efforts with other capital needs within the city, maintain park impact fees and pursue grant funding for parks projects; and

WHEREAS, the Parks Commission and City Council have conducted public meetings to receive comments on the proposed plan;

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

Section 1. Adoption of Parks Capital Improvement Plan. The City hereby adopts the Six-Year Parks Capital Improvement Plan, 2015-2020, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. 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.

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

**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:     June 25, 2014

Passed by the City Council:

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





PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>BIG ROCK PARK</b>	<b>400,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>24 Big Rock Park - Phase I</b> Phase I improvements TBD by 2014 Master Plan. Note: Project was funded in 2013/2014 - deferred to 2015	<b>400,000</b>	400,000						
<b>25 Big Rock Park - Phase II</b> Phase II improvements TBD by adoption of 2014 Master Plan.	<b>0</b>							TBD
<b>NE SAMMAMISH PARK</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,000</b>
<b>26 NE Sammamish Park - Restroom</b> Replace portable restroom with flush toilets and permanent restroom building.	<b>0</b>							150,000
<b>SAMMAMISH LANDING</b>	<b>340,000</b>	<b>340,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>
<b>27a Sammamish Landing - Restroom</b> Restroom building with outdoor shower facilities for swimmer rinse off. Shower use will be seasonal.	<b>240,000</b>	240,000						
<b>27b Sammamish Landing - Utility Connection for Restroom</b> Includes sanitary sewer, electricity and additional water service. The sewer line is currently located on the east side of the East Sammamish Parkway and will need to be directionally bored to make the connection. Additional utility connection fees apply.	<b>100,000</b>	100,000						
<b>28 Sammamish Landing - North</b> North trails, beach, trailside garden with shelter and site	<b>0</b>							1,000,000
<b>29 Sammamish Landing - South</b> South trails, beach, trailside terrace with shelter, play area and restoration.	<b>0</b>							1,000,000
<b>30 Sammamish Landing - Central Beach</b> Central beach, retaining walls and boardwalk.	<b>0</b>							1,500,000
<b>SAMMAMISH COMMONS</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>250,000</b>	<b>0</b>
<b>31 Lower Commons</b> Development of a waterless restroom building and playground/spray park upgrades.	<b>300,000</b>					50,000	250,000	
<b>THIRTY ACRES (SOARING EAGLE PARK)</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>32 Thirty Acres (Soaring Eagle Park) - Master Plan</b> Complete the Master Plan for Soaring Eagle Park.	<b>250,000</b>			50,000	200,000			

Exhibit 2

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>TRAILS</b>	<b>300,000</b>	<b>300,000</b>	<b>550,000</b>	<b>550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>33 Beaver Lake Trail</b> Multi-use path along one side of road from Beaver Lake Park to Beaver Lake Preserve. (Does not include acquisition costs)	<b>0</b>							TBD
<b>34 Placeholder for Future Trail Connections</b> Trails connections to be determined upon completion of the trails plan update in 2015.			550,000	550,000				
<b>35 Sammamish Commons Trail Connection Phase I</b> Lower Sammamish Commons to Big Rock Park (Does not include acquisition costs).	<b>300,000</b>	300,000						
<b>LAND ACQUISITION</b>	<b>2,000,000</b>	<b>250,000</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>
<b>36 Land Acquisition</b> Acquire land for future parks as opportunities become available.	<b>2,000,000</b>	250,000	750,000			500,000	500,000	
<b>RECREATION FACILITIES</b>	<b>22,762,504</b>	<b>21,712,504</b>	<b>1,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>37 Community Center</b> New community and aquatic center at the Sammamish Commons	<b>22,662,504</b>	21,662,504	1,000,000					
<b>38 Indoor Field House</b> Facility master planning process and operations analysis.	<b>100,000</b>	50,000	50,000					
<b>GENERAL</b>	<b>1,200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>
<b>39 Capital Replacement Program</b> This ongoing program allocates funds for the repair and replacement of parks structures and equipment.	<b>1,200,000</b>	200,000	200,000	200,000	200,000	200,000	200,000	
<b>GENERAL</b>	<b>889,000</b>	<b>126,500</b>	<b>165,000</b>	<b>300,000</b>	<b>200,000</b>	<b>37,500</b>	<b>60,000</b>	<b>0</b>
<b>40 Capital Contingency Reserve</b> Reserve fund for capital projects - varies based on projects.	<b>889,000</b>	126,500	165,000	300,000	200,000	37,500	60,000	
<b>TOTAL CIP EXPENDITURES</b>	<b>35,741,504</b>	<b>23,554,004</b>	<b>3,815,000</b>	<b>3,500,000</b>	<b>2,400,000</b>	<b>1,112,500</b>	<b>1,360,000</b>	<b>16,630,000</b>

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>PARKS CIP REVENUE</b>								
Beginning Fund Balance (Unrestricted)		8,190,000	2,073,996	2,383,996	2,008,996	1,783,996	2,381,496	
Anticipated Carryforward from 2014		900,000	-	-	-	-	-	
Operating Contribution - General Fund		-	-	-	-	-	-	
Unrestricted Capital Funds Contribution - Community Center		12,000,000	1,000,000	-	-	-	-	
YMCA Contribution		2,418,000	-	-	-	-	-	
Field Turf Replacement Fund (Restricted)		-	1,000,000	1,000,000	-	-	-	
Real Estate Excise Tax (REET)		1,200,000	1,200,000	1,200,000	1,250,000	1,250,000	1,250,000	
Park Impact Fees		675,000	800,000	800,000	800,000	335,000	335,000	
King County 2014-2019 Levy Funding		240,000	120,000	120,000	120,000	120,000	-	
Investment Interest		5,000	5,000	5,000	5,000	5,000	5,000	
Anticipated Grants		-	-	-	-	-	-	
<b>TOTAL PARKS CIP REVENUE</b>		<b>25,628,000</b>	<b>6,198,996</b>	<b>5,508,996</b>	<b>4,183,996</b>	<b>3,493,996</b>	<b>3,971,496</b>	
<b>ENDING FUND BALANCE</b>		<b>2,073,996</b>	<b>2,383,996</b>	<b>2,008,996</b>	<b>1,783,996</b>	<b>2,381,496</b>	<b>2,611,496</b>	

<b>Community Center Summary - Expenditures</b>	
2012 Expenditures	31,259
2013 Expenditures	1,338,446
2014 Estimated Expenditures	10,467,791
<b>Total Estimated 2012-2014 Expenditures</b>	<b>11,837,496</b>

Community Center Total Project Budget	34,500,000
Less Estimated 2012-14 Expenditures	11,837,496
<b>Total Remaining (to budget in 2015/16)</b>	<b>22,662,504</b>

<b>Community Center Summary - Revenue</b>	
Parks CIP Beginning Fund Balance	7,244,504
Unrestricted Capital Funds Contribution - Community Center	13,000,000
YMCA Contribution	2,418,000
<b>Total Estimated Revenue (to budget 2015/16)</b>	<b>22,662,504</b>



City of Sammamish 2015-2020 Parks Capital Improvement Plan

Final Draft 06-17-14

Exhibit 3

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>ATHLETIC FIELDS</b>	<b>2,000,000</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,950,000</b>
<b>1 Inglewood Jr. High - Phase I</b> Upgrade existing football field with synthetic turf and lights. Includes restroom, soccer/lacrosse overlay with new drainage and irrigation.	0							2,400,000
<b>2 East Sammamish Park Athletic Fields - Soccer Field</b> Upgrade existing soccer field with drainage, synthetic turf goal boxes, irrigation, retaining walls, bleachers.	0							750,000
<b>3 Beaver Lake Park Athletic Fields - Soccer Field</b> One multi-use rectangular synthetic field with lighting.	0							1,500,000
<b>4 Beaver Lake Park Athletic Fields - Baseball Fields</b> Reconfigure 3 existing natural turf softball fields to 3 natural turf little league baseball fields.	0							1,300,000
<b>5 Eastlake Community Fields - Field Turf Replacement</b> Replacement of the carpet at ELHS community fields.	1,000,000	4,000,000	1,000,000					
<b>6 Skyline Community Fields - Field Turf Replacement</b> Replacement of the carpet at Skyline community fields.	1,000,000	4,000,000	1,000,000	1,000,000				
<b>BEAVER LAKE PARK</b>	<b>2,325,000</b>	<b>0</b>	<b>0</b>	<b>250,000</b>	<b>1,800,000</b>	<b>275,000</b>	<b>0</b>	<b>3,580,000</b>
<b>7 Beaver Lake Park - Lakeside Restroom</b> Restroom with outdoor shower for beach use. (Requires future sewer connection.)	0		225,000					250,000
<b>8 Beaver Lake Park - Lakeside Improvements</b> Swim beach, floating platform, fishing pier, shoreline restoration, parking lot expansion, stormwater improvements, playground, site furnishings, landscape and irrigation.	2,000,000			644,500 250,000	4,225,000 1,750,000			
<b>9 Beaver Lake Park - Lakeside Lodge</b> Lodge improvements with SW terrace and trail improvements.	0		24,000	300,000				335,000
<b>10 Beaver Lake Park - Westside Parking</b> Ballfield parking lot expansion, vehicular access reconfiguration and park entryway at corner of 24th & 244th.	325,000	33,000	275,000		50,000	275,000		
<b>11 Beaver Lake Park - Dog Park Expansion</b> Dog park expansion and trail improvements. Requires 3 baseball field reconfiguration - see item #4.	0							320,000
<b>12 Beaver Lake Park - Westside Plaza</b> New restroom at ballfields, picnic shelter, sports plaza and play area. Requires 3 baseball field reconfiguration - see item #4.	0							2,250,000

# City of Sammamish 2015-2020 Parks Capital Improvement Plan

Final Draft 06-17-14

Exhibit 3

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>13</b> Beaver Lake Park - Center Woods Trail Improvements.	0							425,000
<b>BEAVER LAKE PRESERVE</b>	200,000	200,000	0	0	0	0	0	500,000
<b>14</b> Beaver Lake Preserve - Phase II Picnic meadow restoration with site furnishings on shoreline side of Preserve. Trail connections to shoreline. Improved/repairs trail to Soaring Eagle Park. Potential smaller view platform. Note: Project was funded in 2013/2014 - deferred to 2015.	200,000	200,000						500,000
<b>15</b> Beaver Lake Preserve - Phase III Parking lot expansion, restrooms, one view deck and two viewpoints, wildlife blind, signage, complete trail improvements. (Does not include sewer connection/frontage improvements).	0							500,000
<b>EAST SAMMAMISH PARK</b>	1,250,000	0	100,000	1,150,000	0	0	0	1,000,000
<b>16</b> East Sammamish Park - Playground Playground upgrades, new spray park, climbing wall and picnic shelter relocation.	700,000		45,500 50,000	604,500 650,000				
<b>17</b> East Sammamish Park - Parking Parking lot expansion, frontage improvements, pedestrian lighting, tennis court access and trail to Margaret Mead Elementary.	550,000		45,500 50,000	455,000 500,000				500,000
<b>18</b> East Sammamish Park - Restroom Restroom, trail improvements and destination garden.	0							500,000
<b>19</b> East Sammamish Park - Picnic New picnic shelter, site furnishings, plantings.	0							500,000
<b>EVANS CREEK PRESERVE</b>	425,000	25,000	0	0	0	50,000	350,000	1,950,000
<b>20</b> Evans Creek Preserve - Circulation Includes vehicular bridge replacement, internal road, 20 stall lower parking lot, 224 St road improvements and culvert replacement.	0							1,750,000
<b>21</b> Evans Creek Preserve - Picnic Shelter & Play Area Picnic structure and informal play area.	400,000			24,500	350,000	50,000	350,000	
<b>22</b> Evans Creek Preserve - Trails Completion of internal trail system and habitat improvements.	25,000	25,000						
<b>23</b> Evans Creek Preserve - Trail Connector Equestrian/bicycle outer trail connector to Emerald Necklace. (Does not include property or easement acquisition costs).	0							200,000

# City of Sammamish 2015-2020 Parks Capital Improvement Plan

Final Draft 06-17-14

Exhibit 3

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>BIG ROCK PARK</b>	400,000	400,000	0	0	0	0	0	0
<b>24 Big Rock Park - Phase I</b> Phase I improvements TBD by 2014 Master Plan. Note: Project was funded in 2013/2014 - deferred to 2015	400,000	400,000						
<b>25 Big Rock Park - Phase II</b> Phase II improvements TBD by adoption of 2014 Master Plan.	0							TBD
<b>NE SAMMAMISH PARK</b>	0	0	0	0	0	0	0	150,000
<b>26 NE Sammamish Park - Restroom</b> Replace portable restroom with flush toilets and permanent restroom building.	0							150,000
<b>SAMMAMISH LANDING</b>	340,000	340,000	0	0	0	0	0	3,500,000
<b>27a Sammamish Landing - Restroom</b> Restroom building with outdoor shower facilities for swimmer rinse off. Shower use will be seasonal.	240,000	240,000						
<b>27b Sammamish Landing - Utility Connection for Restroom</b> Includes sanitary sewer, electricity and additional water service. The sewer line is currently located on the east side of the East Sammamish Parkway and will need to be directionally bored to make the connection. Additional utility connection fees apply.	100,000	100,000						
<b>28 Sammamish Landing - North</b> North trails, beach, trailside garden with shelter and site	0							1,000,000
<b>29 Sammamish Landing - South</b> South trails, beach, trailside terrace with shelter, play area and restoration.	0							1,000,000
<b>30 Sammamish Landing - Central Beach</b> Central beach, retaining walls and boardwalk.	0							1,500,000
<b>SAMMAMISH COMMONS</b>	300,000	0	0	0	0	50,000	250,000	0
<b>31 Lower Commons</b> Development of a waterless restroom building and playground/spray park upgrades.	300,000			40,000	400,000	50,000	250,000	
<b>THIRTY ACRES (SOARING EAGLE PARK)</b>	250,000	0	0	50,000	200,000	0	0	0
<b>32 Thirty Acres (Soaring Eagle Park) - Master Plan</b> Complete the Master Plan for Soaring Eagle Park.	250,000	50,000		50,000	200,000			

# City of Sammamish 2015-2020 Parks Capital Improvement Plan

Final Draft 06-17-14

Exhibit 3

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020	Potential
<b>TRAILS</b>	<b>300,000</b>	<b>300,000</b>	<b>550,000</b>	<b>550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>33 Beaver Lake Trail</b> Multi-use path along one side of road from Beaver Lake Park to Beaver Lake Preserve. (Does not include acquisition costs)	<b>0</b>	<b>77,000</b>	<b>4,023,000</b>					<b>TBD</b>
<b>34 Placeholder for Future Trail Connections</b> Trails connections to be determined upon completion of the trails plan update in 2015.			<b>550,000</b>	<b>550,000</b>				
<b>35 Sammamish Commons Trail Connection Phase I</b> Lower Sammamish Commons to Big Rock Park (Does not include acquisition costs).	<b>300,000</b>	<b>300,000</b>						
<b>LAND ACQUISITION</b>	<b>2,000,000</b>	<b>250,000</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>
<b>36 Land Acquisition</b> Acquire land for future parks as opportunities become available.	<b>2,000,000</b>	<b>250,000</b>	<b>500,000</b> <b>750,000</b>		<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	
<b>RECREATION FACILITIES</b>	<b>22,762,504</b>	<b>21,712,504</b>	<b>1,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>37 Community Center</b> New community and aquatic center at the Sammamish Commons	<b>22,662,504</b>	<b>21,662,504</b>	<b>1,000,000</b>					
<b>38 Indoor Field House</b> Facility master planning process and operations analysis.	<b>100,000</b>	<b>50,000</b>	<b>50,000</b>					
<b>GENERAL</b>	<b>1,200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>
<b>39 Capital Replacement Program</b> This ongoing program allocates funds for the repair and replacement of parks structures and equipment.	<b>1,200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	
<b>GENERAL</b>	<b>889,000</b>	<b>126,500</b>	<b>165,000</b>	<b>300,000</b>	<b>200,000</b>	<b>37,500</b>	<b>60,000</b>	<b>0</b>
<b>40 Capital Contingency Reserve</b> Reserve fund for capital projects - varies based on projects.	<b>889,000</b>	<b>126,500</b>	<b>165,000</b>	<b>300,000</b>	<b>200,000</b>	<b>37,500</b>	<b>60,000</b>	
<b>TOTAL CIP EXPENDITURES</b>	<b>35,741,504</b>	<b>23,554,004</b>	<b>3,815,000</b>	<b>3,500,000</b>	<b>2,400,000</b>	<b>1,112,500</b>	<b>1,360,000</b>	<b>16,630,000</b>

# City of Sammamish 2015-2020 Parks Capital Improvement Plan

Final Draft 06-17-14

Exhibit 3

Potential

PARK/PROJECTS	TOTAL	2015	2016	2017	2018	2019	2020
<b>PARKS CIP REVENUE</b>							
Beginning Fund Balance (Unrestricted)		8,190,000	2,073,996	2,383,996	2,008,996	1,783,996	2,381,496
Anticipated Carryforward from 2014		900,000	-	-	-	-	-
Operating Contribution - General Fund		-	-	-	-	-	-
Unrestricted Capital Funds Contribution - Community Center		12,000,000	1,000,000	-	-	-	-
YMCA Contribution		2,418,000	-	-	-	-	-
Field Turf Replacement Fund (Restricted)		-	1,000,000	1,000,000	-	-	-
Real Estate Excise Tax (REET)		1,200,000	1,200,000	1,200,000	1,250,000	1,250,000	1,250,000
Park Impact Fees		675,000	800,000	800,000	800,000	335,000	335,000
King County 2014-2019 Levy Funding		240,000	120,000	120,000	120,000	120,000	-
Investment Interest		5,000	5,000	5,000	5,000	5,000	5,000
Anticipated Grants		-	-	-	-	-	-
<b>TOTAL PARKS CIP REVENUE</b>		<b>25,628,000</b>	<b>6,198,996</b>	<b>5,508,996</b>	<b>4,183,996</b>	<b>3,493,996</b>	<b>3,971,496</b>
<b>ENDING FUND BALANCE</b>		<b>2,073,996</b>	<b>2,383,996</b>	<b>2,008,996</b>	<b>1,783,996</b>	<b>2,381,496</b>	<b>2,611,496</b>

**Community Center Summary - Expenditures**

2012 Expenditures	31,259
2013 Expenditures	1,338,446
2014 Estimated Expenditures	10,467,791
<b>Total Estimated 2012-2014 Expenditures</b>	<b>11,837,496</b>

Community Center Total Project Budget	34,500,000
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**Community Center Summary - Revenue**

Parks CIP Beginning Fund Balance	7,244,504
Unrestricted Capital Funds Contribution - Community Center	13,000,000
YMCA Contribution	2,418,000
<b>Total Estimated Revenue (to budget 2015/16)</b>	<b>22,662,504</b>





## Memorandum

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DATE: June 10, 2014

TO: Ben Yazici, City Manager

FROM: Jessi Bon, Director of Parks and Recreation

RE: 2015-2020 Parks Capital Improvement Plan

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I am pleased to present the 2015-2020 Parks Capital Improvement Plan (CIP) draft for your consideration. The projects presented here are consistent with the priorities identified in the Parks, Recreation and Open Space (PRO) Plan and were carefully vetted by the Parks and Recreation Commission over the past several months.

The Parks CIP is typically updated every two years. The last update was in 2012 (for the planning years 2013-18) and was adopted as part of the PRO Plan.

This CIP is a fiscal planning document and as such does not commit the city to any financial obligations. Projects are only funded once they are included in the biennial budget.

The recommended projects and the proposed schedules are balanced to accommodate planning and construction seasons with city resources.

### **Navigating the Parks CIP Document**

#### ***Strikethroughs***

In the draft Parks CIP document you will notice several numbers throughout the document that are shown as strikethroughs. These are numbers from the previous CIP and are were included to provide a historical perspective on funding recommendations.

#### ***Carryforward Projects – shaded in the 2015 column***

We have several projects in this CIP that were funded in the 2013-2014 budget and will be carried forward to 2015. They are included here, simply so that you are aware that they are still on the list. The carryforward amounts are estimates only and will ultimately depend on how much work is completed in 2014. The projects anticipated for carryforward are as follows:

- Beaver Lake Preserve Phase II
- Big Rock Park Phase I
- Sammamish Commons Trail Connection Phase 1

#### ***Potential Future Projects***

The last column of the Parks CIP identifies potential future projects along with costs estimates for each. Most of these projects originated from previously completed master plans. It is important to remember that the list of projects does not commit the city to future funding. Funding is only committed once the projects are included in the biennial budget.

## **Overview of Recommended Projects**

### ***Athletic Fields***

This draft CIP includes two athletic field projects: turf replacements at the Eastlake and Skyline Community Sports Fields. These projects are tentatively scheduled for 2016 and 2017 (previously scheduled in 2014 and 2015) and will only be completed if safety testing warrants replacement. Considering the high standards by which our fields are maintained, it is conceivable that turf replacement could be deferred further.

### ***Beaver Lake Park***

#### **Westside Parking**

To balance funding and staff resources, the west side (ball field) parking lot improvements that were scheduled for 2015-16 are recommended to be deferred to 2018-19. The design estimate was increased from \$33,000 to \$50,000.

#### **Lakeside Restroom**

The lakeside restroom was removed from the CIP since the sewer connection is cost prohibitive. This project will be revisited once a more cost effective solution can be identified.

#### **Lakeside Lodge Improvements**

The lakeside lodge improvements were also removed from the CIP since this is not a high priority project. Furthermore, a considerable amount of funding was recently invested in the Beaver Lake Lodge to improve the kitchen, the lighting and other areas of the interior. These improvements have greatly improved usability and customer satisfaction and additional improvements may not be needed at this time.

#### **Lakeside Improvements**

Finally, the lakeside improvements were previously identified as separate projects, but have been combined into one project for efficiency. These projects include shoreline restoration, an improved swim beach, a floating platform, a designated fishing area, expansion of the parking lot (approximately 30 additional spaces), a new play area, an additional gathering space near the shoreline and improved drainage in the meadow adjacent to the pavilion. This project is proposed for 2017-18.

### ***East Sammamish Park***

The parking lot and playground improvements were identified in the previous CIP and are still recommended to be completed in 2016-17. The cost estimate was increased to accommodate consultant design costs and anticipated inflation. These proposed improvements will be the first to take place at this park since the master plan was adopted in 2008.

### ***Evans Creek Preserve***

The master plan calls for a large picnic shelter to be constructed at Evans Creek Preserve. Due to limited parking it may not be possible to build the large shelter at this time, but the funding remains with the intent of building something more suitable for the Preserve. It may be the case that two small shelters are constructed instead of one large shelter. This project was previously scheduled for 2017-18 and is now recommended for 2019-20. The cost estimate was increased to accommodate consultant design costs and anticipated inflation. The remaining trail and habitat improvements will be completed in 2015 as planned.

### ***Sammamish Landing***

The CIP includes funding for a restroom at Sammamish Landing in 2015. The restroom will require utility connections (sewer, water and electricity) and these costs are listed separately in the CIP. The

building itself is proposed to be a pre-fabricated structure with restrooms and an outdoor shower facility. The shower will be available seasonally and allow swimmers to rinse off after swimming in the lake.

### ***Sammamish Commons***

The Lower Sammamish Commons restroom project is recommended to move from 2017-18 to 2019-20. Based on popular demand and public feedback, an expansion of the playground and spray park is now included in the CIP. The cost estimate for the combined work increased from \$110,000 to \$300,000.

### ***Master Plans***

There are two master plans proposed in the 2015-2020 CIP.

#### Indoor Field House

Under the agreement with the YMCA for the community center, the city has the right to develop the YMCA-owned land on 228<sup>th</sup> near Pine Lake Middle School for recreational use. The vision for this property is to develop an indoor field house. The agreement with the YMCA specifies that a plan must be completed by August 2017. A facility master plan, to include an operational feasibility study, is proposed to begin at the end of 2015 and be completed in 2016.

#### Thirty Acres at Soaring Eagle Park

In the absence of a formal name, the 30-acres now owned by the city at Soaring Eagle Park is temporarily called “Thirty Acres at Soaring Eagle Park.”

There have been ongoing discussions about future development of this park site and the next step involves completion of a master planning process. The agreement with King County does not specify a timeline for completion, therefore it is recommended this planning effort take place after the field house planning study is complete. Due to staff resources and the intensity of the public process, the two cannot be completed at the same time. The planning process for the Thirty Acres Master Plan is recommended to begin in 2017 with completion anticipated in 2018.

### ***Trails***

#### Beaver Lake Trail

The Beaver Lake Trail was removed from the CIP. This trail would have provided a pedestrian connection from Beaver Lake Park to Beaver Lake Preserve along West Beaver Lake Drive. Parks and Public Works staff have reviewed this project and feel that West Beaver Lake Drive needs to be addressed in a more comprehensive manner to determine the best strategy for non-motorized improvements along the entire roadway.

#### Placeholder Funding for Future Trail Connections

The Trails, Bikeways and Paths Plan (TBP) update is scheduled to begin at the end of 2014 and will be completed in 2015. The plan will identify and prioritize potential trail connections in the city. Funding was set aside in 2016 and 2017 for these future trail connections.

#### Sammamish Commons Trail Phase 1

The Sammamish Commons Trail - Phase I will connect the Lower Sammamish Commons with Big Rock Park. This project was funded in the 2013-14 budget and is anticipated to be under construction in 2015.

***Land Acquisition***

Additional funding was allocated for land acquisition. This funding is intended to be used to support the acquisition of key properties that comprise the Emerald Necklace, a potential trail corridor along the northeast edge of the city from Soaring Eagle Park to Marymoor Park. The remaining land acquisition funds serve as a placeholder should additional opportunities arise.

***Capital Replacement***

Money is set aside in the capital replacement fund for ongoing capital maintenance and repairs in existing parks. In prior years, this funding was used to replace the roof on the Pine Lake Park restroom building, to replace the playground equipment in the Upper Commons and to rebuild the stairs at NE Sammamish Park.

Several capital replacement projects have been identified in the coming years. Some of these include skate park concrete repairs, playground surfacing repairs at the Lower Commons, foul ball net improvements at the Eastlake Community Fields, ball field repairs at Pine Lake Park and tennis court repairs at NE Sammamish Park.

***Sammamish Community and Aquatic Center (SCAC)***

The Community Center was not part of the CIP prior to this draft, although it was funded in the city's biennial budget. The funds allocated in the CIP represent anticipated expenditures to be paid in 2015 and 2016.

***Capital Contingency Reserve***

The Parks CIP includes a contingency reserve, which represents 10% of the anticipated capital costs each year.

**Parks CIP Funding Overview**

Parks CIP funding comes from several sources as depicted on the very last page of the CIP document.

***Beginning Fund Balance***

This is the estimated starting balance of the Parks CIP fund at the beginning of 2015. This money is unrestricted, which means it can be used for all projects identified in the Parks CIP.

***Anticipated Carryforward from 2014***

As explained previously, a number of projects are identified to carryforward to 2015. The revenue reflects the budgeted amount for these projects.

***Operating Contribution – General Fund***

Funds may be transferred from the general fund to the CIP fund as designated in the biennial budget. The 2015-20 Parks CIP does not include any general fund transfers.

***Community Center Funding***

Two sources of revenue account for the Community Center funding – a transfer of unrestricted capital funds to the Parks CIP and the remaining capital contribution from the YMCA. The Parks CIP beginning fund balance also provides funding for this project.

***Field Turf Replacement Fund (Restricted)***

Funding is set aside in the Parks CIP for replacement of the turf (also known as the “carpet”) at the community sports fields. The revenue is reflected in the Parks CIP in 2016 and 2017 as those are the

years the carpet is tentatively scheduled to be replaced. This funding is restricted and cannot be used for other parks capital projects.

***Real Estate Excise Tax (REET)***

REET is collected from the sale of real estate in the city and a portion of this revenue is allocated for parks capital projects. The Finance Department prepared the six-year REET forecast.

***Park Impact Fees***

Impact fees are collected on new development in the city. The Finance Department prepared the six-year revenue forecast for park impact fees.

***King County Levy***

A portion of the 2013 King County Parks Levy provides funding for local jurisdictions to support parks capital projects. The City of Sammamish will receive approximately \$120k annually. Collections will begin in 2014, but the revenue is first reflected in the Parks CIP in 2015, hence the reason the first year indicates a higher amount than subsequent years.

***Investment Interest***

A small amount of interest is earned on the Parks CIP fund. The Finance Department prepared the six-year interest forecast.

***Grant Funding***

In the past, the city has received grant funding for a number of park capital projects. Grant funding has become very uncertain in recent years, so we do not include revenue anticipations in the Parks CIP. We will, however, continue to apply for grants when funding is available and our projects meet grant criteria.





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

Date: June 10, 2014

To: City Council

From: Hank Klein, Parks and Recreation Commission Chair

Subject: Proposed Parks Capital Improvement Plan 2015-2020

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On behalf of the Parks Commission, I am pleased to provide our recommendations for the 2015-2020 Parks Capital Improvement Plan (CIP). The Commission has spent the past couple months reviewing the draft plan and discussing the implementation schedule.

We focused our attention on those parks that had a master plan completed, but to date no actual projects were built. In particular, we looked at Beaver Lake Park (master plan adopted in 2010) and East Sammamish Park (master plan adopted in 2008).

Extensive use over the years has led to the decline of the beach and shoreline trees at Beaver Lake Park. We recommend moving forward with the lakeside improvements in 2017 and 2018. These improvements include the following:

- Restore the shoreline to improve ecological function and habitat; and, define areas for human access by creating a swim beach, floating platform and designated fishing area.
- Reconfigure and expand the parking lot (on the Lodge side of the park) to simplify circulation and create an additional 30 parking spaces (approximate).
- Add a new play area north of the pavilion.
- Add paving at the pavilion to create additional gathering space near the shoreline.
- Improve drainage in the meadow near the pavilion.

Due to high demand for parking at Beaver Lake Park, particularly during the little league season, we support the expansion of the parking lot adjacent to the ball fields on the west side of the park in 2018-2019. We believe this expansion will allow for approximately 25 additional parking spaces. The access drive will be reconfigured to eliminate superfluous impervious surface from the existing stream (Laughing Jacobs Creek) buffer. With the recent construction of the 244<sup>th</sup> Ave SE improvements, the new driveway apron has already been installed, new sidewalks were built along 244<sup>th</sup> Ave SE and 19 street parking spots were created.

The East Sammamish Park master plan was completed in 2008. We recommend implementing some of the proposed projects from that master plan in 2016-2017. The parking lot expansion and playground upgrades rise to the top of our list of priorities. The existing parking lot can accommodate approximately 17 additional parking spaces and street frontage improvements will increase visibility, accessibility and safety of park visitors. The existing play area will be expanded to accommodate a larger array of play equipment and a new spray park and climbing wall will be added. This phase will also improve the trail between the park and Margaret Mead Elementary School.

## Exhibit 5

We recommend building the picnic shelter and informal play area at Evans Creek Preserve in 2019-2020. The picnic shelter will be sized appropriately for Preserve use and sited in the main meadow where the restroom building is located.

We recommend adding a restroom building to the Lower Commons and upgrading the existing play area and spray park in 2019-2020. Not only does this park serve as the central park for the community, but the addition of the Community Center will increase the number of people visiting the site and using the playground in the Lower Commons. Given the high cost to bring a sewer line to the site, we recommend utilizing a waterless restroom similar to the one at Evans Creek Preserve.

We also support the addition of a permanent restroom at Sammamish Landing Park and recommend installation in 2015. The park experienced high use during the summer of 2014 and we expect usage patterns to continue. With the addition of the new parking lot and pedestrian access, it is conceivable that park user rates will remain steady and may even increase. The single Honey Bucket currently on-site is insufficient to support park use.

In addition to the CIP projects, we would like to recommend council consider the following studies as part of a future work plan:

- A comprehensive ADA access audit and transition plan for all park and recreation properties within the city.
- A heritage resources inventory for the city that will identify and evaluate historic properties to preserve and celebrate significant buildings.

Finally, we recommend the council continue to allocate funding for land acquisition, particularly as opportunities arise in the NE quadrant, the SW quadrant, and along the shores of Lake Sammamish. We also anticipate additional land acquisition funding may be needed as we begin to pursue future trail connections.

**Comparison**

Project: Sammamish Landing Phase II  
 Scope: Restroom Building

	Sammamish Landing Pre-Fabricated (≈ 35' x 20')	Sammamish Landing Custom Restroom (40' x 20')	Eastlake High (40'X20')
<b>Mobilization, Bonds, Site Preparation</b>	21,200.00	46,050.00	20,000.00
<b>Drainage &amp; Utilities*</b>	100,043.24	121,173.24	3,500.00
<b>Building</b>	176,300.00	215,000.00	240,000.00
<b>Project Subtotal</b>	<b>297,543.24</b>	<b>382,223.24</b>	<b>263,500.00</b>
<b>WSST (9.5%)</b>	21,927.90	29,834.75	25,032.50
<b>Permits &amp; Utility Connection Fees</b>	Included Above	Included Above	-
<b>Studies, Design, Engineering, CA</b>	19,882.00	55,000.00	29,900.00
<b>Design Contingency</b>	-	15,000.00	-
<b>Construction Contingency</b>	-	15,000.00	-
<b>RESTROOM TOTAL</b>	<b>\$ 339,353.14</b>	<b>\$ 497,057.99</b>	<b>\$ 318,432.50</b>

\*Not all items included in sales tax calculation

