

# City Council, Regular Meeting Study Session

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## AGENDA

March 5, 2013

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Student Liaison Reports

### Presentations/Proclamations

### Public Comment

**Note:** *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.*

### Consent Agenda

- Payroll for the period ending February 15, 2013 for pay date February 20, 2013 in the amount of \$248,780.74
- 1. Approval: Claims for period ending March 5, 2013 in the amount of \$312,893.89 for Check No. 34197 through No. 34278
- 2. Bid Award for Community Gardens/Henderson Partners
- 3. Contract: Economic Development Strategy/Community Attributes, Inc.
- 4. Contract: Cumulative Impact Analysis/ESA, Inc.
- 5. Purchase: Replacement Excavator
- 6. Resolution: Accepting The 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 as Complete.

### Public Hearings – None

### Unfinished Business - None

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.

## **New Business**

7. Resolution: Approving The 2013 Budget And Work Program For A Regional Coalition For Housing (10 min)
8. Approval: SE 14<sup>th</sup> Street Improvements (10 min)

## **Council Reports**

### **City Manager Report**

- Community and Aquatic Center, re-cap of Consultant Selection Process

**Executive Session** – None

## **Adjournment**

## **Study Session**

- Environmentally Critical Areas Update (120 min)  
Review of 2013 ECA updates Volumes 1 and 2

**AGENDA CALENDAR**

<b>March 2013</b>			
Tues. 3/12	6:30 pm	Study Session	2013 Pavement Management Program – Overlay (30 min) Environmentally Critical Areas Update (120 min)
Mon. 3/18	6:30 pm	Regular Meeting/Study Session	Resolution: Final Acceptance Inglewood Hill Non-Motorized (consent) Resolution: Final Plat Evoke at Pine Lake (consent) SS:Environmentally Critical Areas Update (120 min)
<b>April 2013</b>			
Tues. 4/2	6:30 pm	Regular Meeting	Proclamation: Child Abuse Prevention Month Fire Services (CM Report) Boys & Girls Club Report
Tues. 4/9	6:30 pm	Study Session	Environmentally Critical Areas Update (If needed)
Mon. 4/15	6:30 pm	Regular Meeting	Proclamation: Earth Day Environmentally Critical Areas Update (If needed)
<b>May 2013</b>			
Tues. 5/7	6:30 pm	Regular Meeting	Proclamation: Arts Education Month Public Hearing/First Reading: Environmentally Critical Areas Update First Reading: 2012-2013 Carryforwards
Tues. 5/14	6:30 pm	Study Session	Public Works Standards - Discussion
Mon. 5/20	6:30 pm	Regular Meeting	Second Reading: Environmentally Critical Areas Update Second Reading: 2012-2013 Carryforwards
<b>June 2013</b>			
Tues. 6/4	6:30 pm	Regular Meeting	
Tues 6/11	6:30 pm	Study Session	
Mon. 6/17	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 Joint Meeting/LWSD Joint Meeting/ISD			Cable TV Franchise



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

<< February

### March 2013

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. City Council Meeting	6 4 p.m. Finance Committee Meeting 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Planning Commission Meeting	8	9 10 a.m. Passport Day in the USA
10	11	12 6:30 p.m. City Council Study Session	13	14	15	16
17	18 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	19	20 6 p.m. Sammamish Youth Board Meeting	21 6:30 p.m. Planning Commission Meeting 6:30 p.m. Community Garden Steering Committee	22	23 9 a.m. Native Plant Salvage and Planting 2 p.m. Planting at Illahee
24	25	26	27	28	29	30
31						

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

<< March

## April 2013

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 8 a.m. "Jump on Board - A Skateboard!" Art Exhibit	2 6:30 p.m. CALLING ALL POETS (and poetry lovers) 6:30 p.m. City Council Meeting	3 6:30 p.m. Parks and Recreation Commission Meeting	4 4 p.m. Public Safety Committee Meeting 6:30 p.m. Planning Commission Meeting	5	6
7	8	9 6:30 p.m. City Council Study Session	10 9 a.m. Donate Blood at City Hall	11	12	13
14	15 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	16	17 6 p.m. Sammamish Youth Board Meeting	18 6:30 p.m. Community Garden Steering Committee 6:30 p.m. Planning Commission Meeting	19	20 10 a.m. Earth Day at the Lower Commons
21	22	23 7:30 p.m. Simple Measures - "Harmony Concert"	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** February 28, 2013  
**RE:** Claims for March 5, 2013

\$ 48,686.61  
 16,157.96  
 148,273.72  
 99,775.60

### Top 5 Expense Items in Packet

King County Water & Land	\$58,677.12	Beaver Lake Mgmt District - 2012
Puget Sound Energy	\$42,271.00	Facility Relocation NE 8th/233rd Roundabout - 2012
David Evans	\$25,370.90	Ebright Creek & 244th Non Motorized
Kenyon Disend	\$15,510.19	Attorney Services - January 2013
Columbia Bank	\$14,819.20	Retainage - Sepcialized Landscape EHS Baseball Field

**TOTAL \$ 312,893.89**

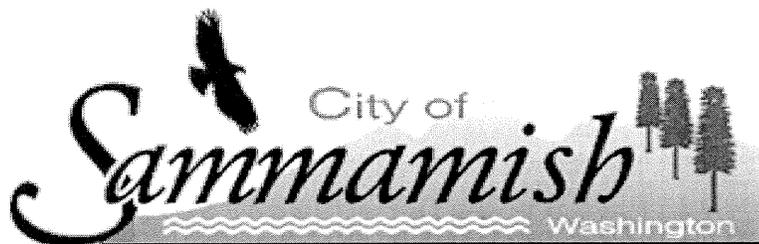
Checks # 34197 - # 34278

48,686.61 +  
 16,157.96 +  
 148,273.72 +  
 99,775.60 +  
 312,893.89 \*

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 2/20/2013 - 10:07 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34197	02/20/2013	ANI	ANI Administrators NW Inc	1,696.51	0
34198	02/20/2013	CHAP13	Chapter 13 Trustee	280.00	0
34199	02/20/2013	ICMA401	ICMA 401	36,643.06	0
34200	02/20/2013	ICMA457	ICMA457	8,270.67	0
34201	02/20/2013	PSE	Puget Sound Energy	1,796.37	0
Check Total:				48,686.61	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 2/26/2013 - 10:13 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34202	02/26/2013	US BANK	U. S. Bank Corp Payment System	16,157.96	0
				<u>16,157.96</u>	
Check Total:				<u>16,157.96</u>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 2/27/2013 - 9:45 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34203	03/05/2013	ALLISON	Allison & Ross, Inc	246.38	0
34204	03/05/2013	AT&TMOBI	AT&T Mobility	184.17	0
34205	03/05/2013	BELLCITY	City Of Bellevue	12,291.75	0
34206	03/05/2013	CADMAN	Cadman, Inc.	133.83	0
34207	03/05/2013	CENTLIN2	Century Link	565.09	0
34208	03/05/2013	CENTRALW	Central Welding Supply	185.79	0
34209	03/05/2013	CENTURY	Century Link	86.27	0
34210	03/05/2013	CHICAGO	Chicago Title Insurance Co	383.25	0
34211	03/05/2013	COLUMAUB	Columbia Bank	14,819.20	0
34212	03/05/2013	COMCAST3	Comcast	991.61	0
34213	03/05/2013	COMPOFF	The Complete Office	866.00	0
34214	03/05/2013	DELL	Dell Marketing L.P.	2,046.06	0
34215	03/05/2013	DRHORTON	DR Horton	1,500.00	0
34216	03/05/2013	EVERETTS	Everett Steel, Inc	1,343.36	0
34217	03/05/2013	GCMULTI	Kevin Tighe	2,953.76	0
34218	03/05/2013	GRAINGER	Grainger	49.23	0
34219	03/05/2013	HWA	HWA GeoSciences, Inc	4,055.89	0
34220	03/05/2013	ICSC	Int Council of Shopping Ctrs	270.00	0
34221	03/05/2013	INTEGRA	Integra Telecom	1,211.70	0
34222	03/05/2013	IPS	Integrated Print Solutions, Inc	6,570.00	0
34223	03/05/2013	ISSIGNS	Issaquah Signs	396.39	0
34224	03/05/2013	JOHNSONT	Trevor James Johnson	200.00	0
34225	03/05/2013	KCFLEET	King County Fleet Admin	360.60	0
34226	03/05/2013	KENYON2	Kenyon Disend PLLC	15,510.19	0
34227	03/05/2013	KINGFI	King County Finance A/R	11,034.49	0
34228	03/05/2013	KLEINFEL	Kleinfelder, Inc.	1,310.50	0
34229	03/05/2013	L&IELEVA	Dept of Labor & Industries	125.30	0
34230	03/05/2013	MATIAS	Elizabeth I. Matias	100.00	0
34231	03/05/2013	MINUTE	Mike Immel	35.87	0
34232	03/05/2013	NRPA	National Parks & Rec Assoc	600.00	0
34233	03/05/2013	NWWeath	NW Weathernet	310.00	0
34234	03/05/2013	ODELL	Thomas Odell	602.34	0
34235	03/05/2013	PACPOWER	Pacific Power Products	1,446.04	0
34236	03/05/2013	PIEDMONT	Piedmont Directional Signs	350.00	0
34237	03/05/2013	POA	Pacific Office Automation	176.65	0
34238	03/05/2013	PROSTAMP	Pro Stamps	14.20	0
34239	03/05/2013	PROTH	Prothman Company	1,829.28	0
34240	03/05/2013	PSE	Puget Sound Energy	42,271.00	0
34241	03/05/2013	PUBLICHE	Public Health	100.00	0
34242	03/05/2013	QBS	Quality Business Systems	238.54	0
34243	03/05/2013	RAINIER	Rainier Wood Recyclers Inc	1,120.00	0
34244	03/05/2013	RED-E	Red-E Topsoil	1,288.54	0
34245	03/05/2013	REIDMID	Reid Middleton, Inc	6,127.01	0
34246	03/05/2013	ROTH	Roth Hill LLC	1,018.13	0
34247	03/05/2013	SAM	Sammamish Plateau Water Sewer	1,027.00	0
34248	03/05/2013	SERVICE	Service Paper Co	411.28	0
34249	03/05/2013	SSCI	SE Security Consultants, Inc	18.50	0
34250	03/05/2013	SUNCADIA	Suncadia LLC	4,517.94	0
34251	03/05/2013	SWIFTTRE	Swift Tree Care	1,861.50	0
34252	03/05/2013	TIGER	Tiger Oak Publications, Inc	850.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34253	03/05/2013	ULINE	ULINE	52.92	0
34254	03/05/2013	WAAUDIOL	Washington Audiology Services	11.75	0
34255	03/05/2013	WACE	Wa Assoc of Code Enforcement	25.00	0
34256	03/05/2013	WAREV	Wa State Dept of Revenue	226.40	0
34257	03/05/2013	WAWORK	Washington Workwear Stores Inc	118.25	0
34258	03/05/2013	WCMA	Wa City/County Mgmt Assoc	187.00	0
34259	03/05/2013	WHPACIFI	WH Pacific, Inc.	539.75	0
34260	03/05/2013	ZUMAR	Zumar Industries, Inc.	1,108.02	0
				148,273.72	
Check Total:					

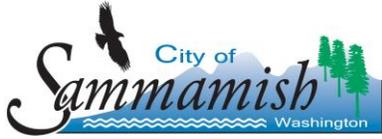
## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 2/28/2013 - 9:29 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34261	03/05/2013	ANM	ANM Electric Inc	2,857.74	0
34262	03/05/2013	ANTUSH	Mark Antush	2,051.38	0
34263	03/05/2013	APS	Applied Professional Svs, Inc.	160.00	0
34264	03/05/2013	BELPAINT	Bellevue Paint & Decorating In	276.40	0
34265	03/05/2013	CENTURY	Century Link	42.16	0
34266	03/05/2013	COMCAST2	COMCAST	107.62	0
34267	03/05/2013	COMCHEM	Commercial Chemtech, Inc	722.43	0
34268	03/05/2013	EVANS	David Evans & Associates, Inc	25,370.90	0
34269	03/05/2013	FIREPROT	Fire Protection, Inc.	1,585.08	0
34270	03/05/2013	KINGWAT	King County Finance Water & Land E	58,677.12	0
34271	03/05/2013	MAILPO	Mail Post	48.59	0
34272	03/05/2013	McLAUGHL	Paul & Judi McLaughlin	2,000.00	0
34273	03/05/2013	NWCASC	Northwest Cascade, Inc.	277.00	0
34274	03/05/2013	PLATT	Platt Electric	551.75	0
34275	03/05/2013	PROTH	Prothman Company	3,737.49	0
34276	03/05/2013	QBS	Quality Business Systems	19.89	0
34277	03/05/2013	RH2	RH2 Engineering Inc	527.70	0
34278	03/05/2013	SAM	Sammamish Plateau Water Sewer	762.35	0
Check Total:				99,775.60	



# City Council Agenda Bill

**Meeting Date:** March 05, 2013

**Date Submitted:** February 27, 2013

**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:** Bid Award Authorization for the Lower Sammamish Commons Park – Community Garden

**Action Required:** Authorize the City Manager to award and execute a contract for the construction of a community garden in Lower Sammamish Commons Park

**Exhibits:**

1. Bid Results
2. Contract

**Budget:** \$200,000 has been allocated in the 2011-2012 budget (Parks CIP) for the development of a community garden at Beaver Lake Park. This will be a carry forward request for the 2013-2014 budget and the funds reassigned to Lower Sammamish Commons per previous direction from City Council.

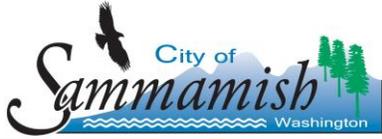
**Summary Statement:**

The contract for construction of a community garden at the Lower Sammamish Commons Park includes clearing existing sod, fencing, planter boxes, irrigation, a concrete foundation and pads, gravel walkways, kiosk and a park sign.

The project was advertised to contractors from the Small Works Roster for bid during the month of February. Bids were opened on February 21, 2013. A total of 3 bids were received. Staff has evaluated the bids and Henderson Partners, LLC was identified as the lowest responsible bidder.

Henderson Partners, LLC submitted a bid in the amount of \$129,830.00, which is approximately \$3,000 below the engineer's estimate of \$133,000 and approximately \$5,400 below the next lowest bidder. Staff performed a detailed reference check and determined that Henderson Partners, LLC is both responsive and responsible. See Exhibit 2 for bid results.

It is anticipated this construction work will take approximately 8 weeks to complete, concluding sometime in early May.



## City Council Agenda Bill

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### **Background:**

This project was one of many Parks capital projects brought in-house for design in 2011 as a cost savings measure. Beaver Lake Park was originally selected as the location for the community garden as a result of the master planning process conducted in 2010. The garden's location was planned to be under the power lines and accessed from SE 24<sup>th</sup> Street. Upon completion of the design, staff submitted plans to the Bonneville Power Administration (BPA) in October 2011 for their review. The city was notified in January 2012 that the BPA permit was going to be delayed for a variety of reasons. We still have not received a response from BPA as to the status of the permit.

In June 2012, the City Council asked staff to evaluate alternative sites for a community garden. Three sites were considered including Beaver Lake Park, the Lower Sammamish Commons and SE 8<sup>th</sup> Street Park. After further study and review, the Lower Sammamish Commons site was identified by staff as the preferred location for the development of a community garden.

The Lower Sammamish Commons location was presented to City Council in November 2012 and Council directed staff to develop plans for this location. The advantages of this location include the availability of parking, existing irrigation and the relatively level topography.

Developing the community garden within the Lower Sammamish Commons Park is consistent with the Beaver Lake Park master plan goal of providing community garden space for the citizens of Sammamish. The garden will promote community involvement and connection while providing opportunities to enjoy gardening for those that may not have that option at their own home or apartment. The community garden also encourages healthy living and sustainable gardening practices.

The master plan for the Sammamish Commons does not include a community garden, therefore a public meeting was held in December to obtain public input on the proposed location. Standard noticing was done for the meeting and letters were sent to immediate neighbors. We received input from one neighbor and were able to accommodate a number of his requests. These requests included a modification to the footprint (using less space for the garden) and eliminating the ecology block composting area in favor of a more aesthetically pleasing composting solution (smaller bins in and near the garden shed).

### **Financial Impact:**

\$200,000 has been allocated in the 2011-2012 budget (Parks CIP) for the development of a community garden at Beaver Lake Park. This money remained in the CIP budget when the location of the garden changed to the Lower Sammamish Commons and will be carried forward to the 2013-14 budget.

The total authorization amount requested for this contract is \$148,163.85. This includes a bid of \$129,830.00 + W.S.S.T. and a \$6,000.00 construction contingency to be administered by the City Manager.

A portion of the remaining budgeted funds are allocated towards a garden shed, to be designed and built in-house by staff.



## City Council Agenda Bill

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### **Recommended Motion:**

Move to accept the bid from Henderson Partners, LLC as the lowest responsible and responsive bid for the Lower Sammamish Commons Community Garden and authorize the City Manager to execute a contract with Henderson Partners, LLC in the amount of \$129,830.00 + WSST and to administer a \$6,000 construction contingency.



## City of Sammamish - BID OPENING

Parks and Recreation

Lower Sammamish Commons Park – Community Garden

February 21, 2013 – 2pm (local time)

Bidder	Schedule A	Schedule B	Schedule C	Total Bid	Total Bid + WSST (9.5%)
Thornberg Construction	\$131,400.00	\$1,760.00	\$2,080.00	\$135,240.00	\$148,087.80
Henderson Partners, LLC	\$127,910.00	\$800.00	\$1,120.00	\$129,830.00	\$142,163.85
Tiger Construction and Excavation, Inc.	\$143,896.36	\$1,200.00	\$2,400.00	\$147,496.36	\$161,508.51

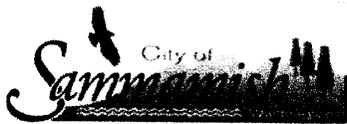
**Notes:**

- Schedule A Garden Construction per plans
- Schedule B Cost of Unanticipated Unsuitable Material
- Schedule C Cost of Unanticipated Select Fill

**Apparent Low Bidder:** Henderson Partners, LLC  
 Engineers Estimate \$133,000.00

Lowest responsible bid is base on the TOTAL BID PRICE for ALL Schedules. All, none or any combination of bid schedules through C may be awarded. (Award date anticipated March 6, 2013)





**SMALL PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Henderson Partners, LLC  
Project: Lower Sammamish Commons Park – Community Garden  
Commencing: March 6, 2013  
Terminating: 45 days from date of commencement  
Amount: \$129,830.00 + WSST

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Henderson Partners, LLC, (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for the City of Sammamish - Lower Sammamish Commons Park – Community Garden Project and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

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

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

## Exhibit 2

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## 7. Prevailing Wages/Prevailing Wages

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

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

**10. Termination.**

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

**12. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**13. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

**16. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**17. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

**TO CITY:**

City of Sammamish, and

Contact Name: Kevin Teague

Street Address: 801 228<sup>th</sup> Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0578

Contact email: [kteague@ci.sammamish.wa.us](mailto:kteague@ci.sammamish.wa.us)

CITY OF SAMMAMISH, WASHINGTON

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

Title: \_\_\_\_\_

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

Attest/Authenticated:

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

**TO CONTRACTOR:**

Contractor:  
Henderson Partners, LLC

Contact Name: Nicholas Wall

Street Address: 11302 Burnham Dr. NW

City, State, Zip: Gig Harbor, WA 98332

Phone: (253) 851-5896

Contact email: Nicholas Wall  
[nickw@hendersonpartners.us](mailto:nickw@hendersonpartners.us)

CONTRACTOR, WASHINGTON

By: 

Title: member

Date: Feb-25-2013

Approved as to Form:

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

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

This project includes but is not limited to environmental protection, clearing and grading of sod area, transport and grading out spoils on site, gravel walkways, paver installation, fencing, concrete pads, future shed foundation, sign and sign base, kiosks, irrigation and site restoration. The work to be performed shall include furnishing all labor, permits, materials and equipment necessary for the construction of the above referenced project, related appurtenances, and performing all work as required by the contract in accordance with the Contract Drawings, Specifications and Standard Specifications, Instructions to Bidders, and all contents of the Project Manual, all of which are made a part hereof.

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor  | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 26-2875224 Social Security No.: \_\_\_\_\_

Print Name: Beverly Clifton

Title: Controller

Business Name: Henderson Partners LLC

Business Address: 11302 Burnham Dr NW  
Gig Harbor, WA 98332

Business Phone: (253) 851-5895

July 25, 2013  
Date

Beverly Clifton  
Authorized Signature (Required)



**PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the \_\_\_\_\_ day of, 20\_\_\_\_\_, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: \_\_\_\_\_

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

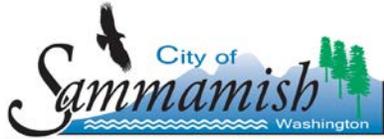
City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.





# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February 27, 2013

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Economic Development Strategic Plan

**Action Required:** Authorize the City Manager to execute a professional services agreement with Community Attributes Inc. for the development of the City's economic development strategic plan.

**Exhibits:** Agreement for Services

**Budget:** \$65,000 Economic Development professional services (001-090-558-80-41-00)

**Summary Statement:**

This action authorizes the City Manager to execute a professional services agreement with Community Attributes Inc. (CAI) for development of the City's Economic Development Strategic Plan (EDSP). Work included in the scope of this contract will include, but is not limited to, stakeholder outreach, economic assessment and market profile, and preparation of the final report and roadmap of prioritized actions.

**Background:**

In 2012 the City participated in the Economic Development Self Assessment Tool (EDSAT). The EDSAT is an academic exercise from Northeastern University's Dukakis School in partnership with the National League of Cities that allows cities to assess strengths and weaknesses for attracting business investment. The results of the EDSAT were presented to the City Council on June 18, 2012. Recommended next steps included developing an EDSP, with engagement of citizens and local businesses, that encompasses a long-term approach with consistency over time.

During the 2013-2014 Budget development process, the City Council directed staff to include development of the EDSP in the 2013 Work Plan. \$65,000 was added to the General Fund budget which was adopted on December 4, 2012.



## City Council Agenda Bill

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An outline of the process to develop the EDSP was presented at the City Council retreat in January. At that time the City Council discussed the need for public involvement, establishing a long-term vision, and to develop a plan that not only addresses the Town Center but focuses on the entire City. The City Council affirmed their direction to proceed with development of the EDSP and to hire a consulting firm to lead the process.

### Contractor Selection

A Request for Qualifications (RFQ) was issued on January 2, 2013. Ten firms responded with proposals and three finalists were chosen to move forward in the selection process.

On February 11, 2013 the finalists were interviewed by three separate panels composed of City Councilmembers from the Community & Economic Development Committee, Town Center property owners, members of the Sammamish Chamber of Commerce, economic development professionals from other jurisdictions, and city staff.

Using ratings and input from the panels, CAI was selected by the City Manager to develop the EDSP due in part to their proven track record, stakeholder engagement plan, and their proposal to include several touch points with the City Council throughout the process.

### **Financial Impact:**

This action obligates the City to an amount not to exceed \$65,000.00. Sufficient funding exists within the 2013-2014 General Fund budget to pay for this contract.

### **Recommended Motion:**

Authorize the City Manager to execute a professional services agreement with Community Attributes Inc. for development of the City's economic development strategic plan.

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: \_\_\_\_\_ Community Attributes Inc. \_\_\_\_\_

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Community Attributes Inc. \_\_\_\_\_, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

\_\_\_ A sum not to exceed

X Other (describe): \_\_\_ Consultant will invoice the City monthly for time and materials, with totals aligned with the task and project schedule presented in Exhibit A, not to exceed a project total of \$65,000. Final payment will be made upon acceptance of the Report

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2013\_, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

## Exhibit 1

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

## 7. **Insurance.**

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

### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

### **Other Insurance Provisions**

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

### **Verification of Coverage**

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

## Exhibit 1

### 8. Record Keeping and Reporting.

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

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

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

### 10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

Exhibit 1

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

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

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

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

Company Name Community Attributes  
Contact Name Chris Mefford  
Street Address 1411 Fourth Avenue, Ste 770  
City, State Zip Seattle, WA 98101  
Phone Number 206-523-6683  
Email chris@communityattributes.com

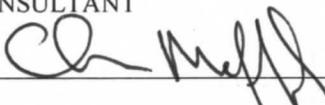
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

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

Print Name: Ben Yazici

Print Name: Chris Mefford

Title: City Manager

Title: President

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

Date: 2/27/13

Attest/Authenticated:

Approved As To Form:

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

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

## Exhibit 1

# EXHIBIT A – SCOPE OF SERVICES

### Task 1. City Stakeholder Interviews

Meet with City staff and Council members to define their objectives for the EDSP. Leaders will be heard directly and they will see their input in the results of the plan. Option of interviewing Council members independently or together as a group.

Meetings: Three EDC meetings and Three Council meetings (assumed to occur back to back)  
Deliverable: Draft Vision, Synthesis of findings and priorities (memo)  
Schedule: March (pending on Council's availability)

### Task 2. Economic Profiles and Market Assessment

The profile will include data tables and charts, maps, pictures and a story that leads to a course of action. The profile report will be suitable for broad dissemination and reference throughout plan development. The commercial development portion of the profile will focus on retail and services economic activity, and retail and office development trends.

Specific analytic tasks will include the following:

- Refresh estimate trade areas, trade capture, consumer buying power (and leakage) for the City (citywide)
- Utilize the refreshed pro forma analysis from the LCLIP analysis including updated inputs and assumptions for sales/rent and comparisons to peers.
- Produce a demographic and economic profile of the City, neighborhoods and trade area
- Identify local draw assets and assess their significance to commercial development (Sammamish Town Center, local parks, private clubs, golf courses, and many others)
- Analyze growth forecasts of trade area to assess local commercial activity (retail sales, office absorption and more) relative to commercial land capacity and trade capture outlook
- Assess Sammamish's placement between Issaquah and Redmond to discern challenges and opportunities for commercial development

Meetings: None (included in Core Project Team meetings)  
Deliverables: Draft Economic Profiles (Final to be included with Final Plan)  
Schedule: March – May

### Task 3. Economic Development Interviews

Interviews in this task will focus on specific needs and opportunities to shape a vision and inform action steps.

- Interview local business leaders (at least 10)
- Interview regional real estate developers, either individually or in a small group (at least 5)

Meetings: None  
Deliverable: Synthesis of findings and priorities (memo)  
Schedule: March - May

### Task 4. Project Team Meetings

Meet with a project team to present interim findings and provide direction throughout the project.

## Exhibit 1

- Facilitate five work sessions of core project team of up to eight committed leaders
- Work through iterations of draft action steps and plan
- Identify areas requiring additional research and expert interviews
- Commit to draft plan for public review and Council presentation

Deliverables: Facilitation of five work sessions, multiple iterations of draft plan, whitepapers and exhibits presenting findings from research assignments

Schedule: March – June (pending City’s needs and Project Team’s availability)

### Task 5. Action Step Research and Development

As the Project Team commits to strategic priorities, CAI staff will interview experts, research best practices and provide analysis tailored to meet the City’s needs and interests. We will bring this information back to the Project Team to inform thinking and decision. This task will include an assessment of ideas from stakeholders and leaders, which will also address a list of docket items from SE Quadrant group and analysis of need/effect to promote Town Center development. Additional specific tasks are left open for flexibility and a tailored approach to serve Sammamish’s needs.

Meetings: None additional; included in Project Core Team

Deliverables: Draft technical memoranda

Schedule: March – June

### Task 6. Produce and Present Report

The final report will include an overview of the process and the economic conditions and objectives that lead to the strategies and actions. The report will be well laid out for broad dissemination and continual reference.

- Produce economic development planning report suitable for broad dissemination
- Produce information for public dissemination on the City’s website
- Facilitate implementation of a mechanism for interactive outreach via City of Sammamish website.
- Include action agenda with timing, resources and leadership required
- Present findings to stakeholders and City Council
- Allow for public review and address public comments

Deliverables: Draft and Final Economic Development Plan, Council presentation

Schedule: March - November

### Budget

The budget schedule allows for 10% of project funds to be used contingent on progress and direction of the project, to allow for flexibility and additional meetings, as necessary. The schedule below presents the initial plan to allocate project budget by task. Based on discussion and agreement between the Consultant and the City, costs and levels of effort amongst Tasks 1 through 6 may be reallocated as needed to meet project objectives. The contingency fund will be used only in coordination and with approval of the City’s project manager. Telephone meetings related to task work are always welcomed by CAI, in addition to the in-person meetings scoped above.

		Costs
Task 1.	Leadership Interviews	\$3,000
Task 2.	Economic Assessment and Market Profile	20,000
Task 3.	Business and Development Interviews	3,000
Task 4.	Project Team Meetings	5,000
Task 5.	Action Step Research and Development	15,100
Task 6.	Draft and Final Plan and Presentation	13,000
	Contingency @ 10% additional	5,900
	Total	\$65,000



## *REQUEST FOR CONSULTANT PAYMENT*

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

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

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

***ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED***

***For Department Use Only***

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

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

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

Please check the appropriate category:

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

TIN No.:                      20-2947763

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

Print Name:                      Chris Mefford

Title:                      President

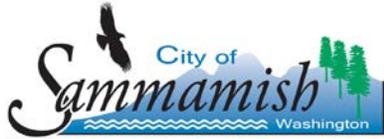
Business Name:                      Community Attributes Inc.

Business Address:                      1411 Fourth Avenue, Suite 770

Business Phone:                      206-523-6683

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)



# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February 27, 2013

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Contract with ESA

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

**Exhibits:** 1) Contract with Scope of Work

**Budget:** \$32,140 from DCD planning professional services

**Summary Statement:**

This contract is for completion of an updated cumulative impacts analysis and related work in support of a Shoreline Master Program amendment as required for submittal to the State Department of Ecology.

**Background:**

The City Council is currently considering amendments to the Environmentally Critical Areas regulations. In order for the amendments adopted by the Council to regulate critical areas in the Shoreline Management jurisdictional areas (Pine, Beaver and Sammamish Lakes), a limited amendment to the City's Shoreline Master Program is required, and must be approved by the State Department of Ecology. The submittal to Ecology is required to include a cumulative impacts analysis demonstrating that the changes meet the state requirement of "no net loss" of shoreline ecological function. ESA completed the original analysis for the current Shoreline Master program, and will update the analysis under the proposed contract.

**Recommended Motion:** Authorize the City Manager to sign the contract in an amount not to exceed \$32,140.



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**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: ESA

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " "

A sum not to exceed **\$32,140**

**\$5,000** of the above amount is a contingency for additional work as requested by the City not included in the attached scope of work. Specific written authorization is required from the City prior to expenditure of these funds.

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

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2013, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the

## Exhibit 1

performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. **Insurance.**

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

### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

### **Other Insurance Provisions**

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

### **Verification of Coverage**

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

## Exhibit 1

### 8. Record Keeping and Reporting.

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

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

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

### 10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate

Exhibit 1

upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Company Name ESA  
Contact Name \_\_\_\_\_  
Street Address 5309 Shilshole Avenue NW, Suite 200  
City, State Zip Seattle, WA 98107  
Phone Number 206.789-9658 | 206.789-9684 fax  
Email \_\_\_\_\_

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

By: 

Print Name: \_\_\_\_\_

Print Name: Margaret clancy

Title: City Manager

Title: Director

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

Date: 2/28/2013

Attest/Authenticated:

Approved As To Form:

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

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



5309 Shilshole Avenue NW [www.esassoc.com](http://www.esassoc.com)  
Suite 200  
Seattle, WA 98107  
206.789.9658 phone  
206.789.9684 fax

**Memorandum**

Date February 27, 2013

To Susan Cezar, Community Development Deputy Director

From Margaret Clancy and Aaron Booy

Subject Scope of Work - Technical Support with Environmentally Critical Areas / Shoreline Master Program Integration

The City of Sammamish (City) is currently updating Environmentally Critical Areas (ECA) Regulations, and is interested in concurrently updating the Shoreline Master Program (SMP) to maintain ECA consistency throughout the City. The updated ECA standards were developed based on review of Best Available Science (BAS; completed for the City by others) and input from the Sammamish public and other interested agencies. Environmental Science Associates (ESA) will assist the City in assessing updated ECA standards to verify consistency with state Shoreline Management guidelines.

ESA will review the City's BAS regarding protective buffers and other protection approaches for wetlands and streams; assess standards included in the Planning Commission recommended ECA; and identify areas where updated ECA standards may not meet state Shoreline Management guidelines, or where application of such standards could result in a net loss of shoreline ecological functions. The results of the analysis will be provided as an addendum to the SMP Update Cumulative Impacts Analysis (revised January 2010), with a cover memorandum providing ESA's recommendations for revised ECA standards, if necessary, to meet Shoreline Management guidelines and achieve no net loss.

In addition to ECA / SMP integration assistance, this scope includes the following additional tasks:

- Review of shoreline development (permitting and development outcomes) and restoration activities that have occurred since adoption of the SMP in August 2011 and/or assisting the City with compliance with FEMA floodplain development standards pertaining to protection of salmon habitat.
- Updating the Shoreline Master Program (SMP) Submittal Checklist consistent with changes to the SMP.
- A contingency task for unanticipated activities; all contingency work would require written direction and authorization from the City.

**Task 1 – Review of Environmentally Critical Areas Regulations, Best Available Science, and Other Documentation**

ESA will review the City's existing Best Available Science as it applies to streams, wetlands, associated buffers, and other ECAs near lake shorelines. ESA will review the Planning Commission recommended Environmentally Critical Areas (ECA) regulations. The review will emphasize the BAS and ECA regulations as they relate to streams, wetlands, steep slopes, and other ECAs along Lake Sammamish, Pine Lake, and Beaver Lake. ESA will review shoreline permitting records and history, and relevant standards of the adopted SMP to inform understanding of potential impacts associated with anticipated development and use.

## Exhibit 1

**Deliverable:** Email and participation in one meeting detailing the results of BAS / ECA requirements / other document review. This will highlight key areas where detailed analysis is needed to identify potential impacts from ECA regulations.

### **Task 2 – Cumulative Impacts Analysis Focused on Implications of ECA Regulations within Shoreline Jurisdiction**

ESA staff will complete a targeted analysis of foreseeable development within shoreline jurisdiction, focusing on specific areas where updated ECA standards could impact shoreline ecological function (hydrologic, water quality, and habitat impacts). The analysis will provide quantitative data that will answer key questions about implications of Planning Commission recommended ECA regulations, and will be used to inform the cumulative impacts addendum. The analysis will be completed using GIS, based on parcel information and existing inventory information provided by the City.

**Deliverables:** Results of targeted analysis, provided to the City as data tables and map figures. Task 2 deliverables will be included in the Cumulative Impacts Addendum (Task 3); however will be provided to the City prior to completion of the draft addendum. ESA will participate in one meeting with City staff to discuss preliminary analysis results.

### **Task 3 – Cumulative Impacts Addendum and ECA Recommendations**

ESA will prepare a technical addendum to the City's SMP Update Cumulative Impacts Analysis (revised January 2010). The addendum will detail potential cumulative effects of shoreline use and development on shoreline ecological functions, assuming integration of the Planning Commission recommended ECA into the existing SMPs. The addendum will rely on analysis completed in Task 2, and will consider how the likely future use and development may impact shoreline functions and will assess the adequacy of updated ECA / SMP standards in preventing cumulative impacts that would result in a net loss of shoreline functions. The addendum will suggest revisions to Planning Commission recommended ECA standards, as necessary to meet Shoreline Management guidelines (including no net loss).

**Deliverable:** Draft and final technical addendum to the City's 2010 SMP Update Cumulative Impacts Analysis, based on anticipated foreseeable development and the results of Task 2. The addendum will provide recommendations, as necessary, concerning Planning Commission recommended ECA requirements. ESA will also participate in one meeting with City staff to discuss analysis results and discuss ECA recommendations and options.

### **Task 4 –City and Agency Coordination**

ESA will assist the City in presenting updated ECA requirements, as integrated into the SMP, to City Council and/or Ecology staff.

**Deliverable:** Support in developing presentation materials. Participation in up to four total meetings with City staff, City Council and/or Agencies.

### **Task 5 – Review of Shoreline Development and Restoration and/or Compliance with FEMA Floodplain Development Regulations**

This task would involve helping the City evaluate recent shoreline development projects and the effectiveness of required restoration activities, and/or helping the City achieve programmatic compliance with the FEMA Region X standards regarding protection of floodplain habitat for salmoids. The specific nature of the work would be determined and mutually agreed upon by ESA and the City pending additional discussion and consideration of the City's needs. The budget for this task would potentially allow ESA to review up to ten (10) shoreline development / restoration projects to see how well they have accomplished the restoration goals and achieved compliance with the SMP. Alternatively, the City may choose to substitute this work to allow up to 60 hours of consultation with the City to determine and document strategies for complying with FEMA Region X guidance regarding floodplain development. This task also includes ESA's participation in one meeting with City staff to discuss analysis results.

## Exhibit 1

**Deliverable:** Memorandum documenting review of up to ten (10) shoreline development / restoration projects and/or recommendations for FEMA compliance. The specific deliverable will be identified and agreed upon by the City when this task is authorized.

### **Task 6 (Optional) – Update to Shoreline Master Program Submittal Checklist**

At the City's request, ESA will update the City's SMP Submittal Checklist to reflect updates to the Shoreline Master Program. SMP updates addressed in the updated Submittal Checklist will be related to integration of ECA standards, and other SMP updates made to improve development and restoration outcomes.

**Deliverable:** Updated version of the SMP Submittal Checklist.

### **Assumptions for Tasks 1 through 6**

The City will provide ESA with existing BAS documents, Planning Commission recommended ECA regulations, current SMP Submittal Checklist and shoreline permit information. ESA anticipates participation in six (6) total meeting with City staff. ESA anticipates participation in up to two (2) meetings with City Council and/or Agencies. All rights of entry necessary for Task 5 will be secured by the City and the City will provide background information on the development proposals including the copies of proposed restoration plans for ESA to review prior to making site visits. ESA will provide specific recommendations for ECA standards as necessary to meet Shoreline Management guidelines; but we are not responsible for drafting new or revised code language as part of this scope of work. The City will review the draft deliverables for all tasks and provide consolidated review comments to ESA for each draft deliverable; ESA will provide final deliverables within two weeks of receiving review comments from the City. As part of tasks 1 through 3, ESA will consider steep slopes issues only as they pertain to potential water quality impacts (i.e., erosion and sedimentation from several subdivisions that may be allowed under a pilot program in what is now a no disturbance area), but will not be providing geological, geotechnical or engineering recommendations pertaining to steep slopes.

### **Task 7 – Contingency**

At the City's request, ESA will provide additional technical assistance on the City's effort to integrate ECA and SMP standards. The contingency would allow for additional meetings with City staff, City Council and/or agency representatives; additional analysis to address City Planning Commission and/or City Council concerns; and/or other efforts related efforts identified by the City.

**Task 7 Deliverables and Assumptions:** Deliverables will be determined. No work on Task 7 will be completed without direction from the City.

### **Schedule**

Task 1 will commence immediately upon NTP, with Task 1 review meeting scheduled within 2 weeks of when ECA, BAS and other necessary materials are provided. Draft of the Cumulative Impacts Addendum and recommendations memo will be provided within eight (8) weeks of the NTP. Completion of draft addendum is anticipated by early April 2013 and final by early May 2013. Draft of the Task 5 deliverable will be completed within three (3) weeks from when notice to proceed is provided for City-identified shoreline development / restoration sites, assuming site access is available.

### **Cost Estimate**

The estimated cost of services is shown in Table 1. Costs are to be billed on a time and materials basis, so the cost for each task is a not-to-exceed amount.

Exhibit 1

**Table 1. Hours and not-to-exceed cost summary**

<b>Task</b>	<b>Hours</b>	<b>Labor Cost</b>	<b>Direct Costs</b>
1. Review of ECA, BAS, and Other Documents	20	\$2,100	
2. Cumulative Impacts Analysis	60	\$6,000	
3. Cumulative Impacts Addendum and ECA Recommendations	80	\$8,100	
4. City and Agency Coordination	36	\$4,450	
5. Review of Shoreline Development and Restoration and/or FEMA Compliance Assistance	60	\$6,200	
6. Update to SMP Submittal Checklist (Optional)	10	\$1,150	
<i>Subtotal</i>	266	\$28,000	
7. Contingency	Up to 50	\$5,000	
<i>Reimbursable vehicle mileage (250 miles at \$0.55 per mile)</i>			\$140.00
<b>Totals</b>	<b>316</b>	<b>\$32,000</b>	
			<b>\$32,140</b>

EXHIBIT B



*REQUEST FOR CONSULTANT PAYMENT*

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

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

Consultant: ESA

Mailing Address: 5309 Shilshole Avenue NW #200 Seattle, WA 98107

Telephone: 206-789-9658

Email Address: abooy@esassoc.com

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

***ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED***

*For Department Use Only*

Total contract amount	
Previous payments	
Current request	
Balance remaining	

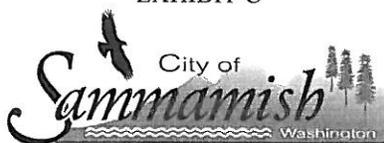
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



### TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 94-1698350

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

Print Name: Margaret Clancy

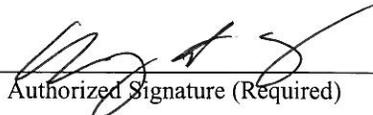
Title: Director

Business Name: ESA

Business Address: 5309 Shilshole Ave NW #200 Seattle 98107

Business Phone: 206-789-9658

2/28/2013  
Date

  
Authorized Signature (Required)



# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February 27, 2013

**Originating Department:** Public Works

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development   | <input checked="" type="checkbox"/> Parks & Recreation |
| <input 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:** Purchase of one John Deere 50 D Compact Excavator

**Action Required:** Authorize the City Manager to purchase One John Deere 50 D Compact Excavator for Maintenance and Operations.

**Exhibits:** N/A

**Budget:** The 2013 approved budget includes \$365,000 for vehicle/equipment purchases. The purchase proposed under this agenda bill is estimated to cost \$79,400.

**Summary Statement:**

The recommended excavator will meet the needs of the Maintenance and Operations Team in completing day to day street maintenance activities, small capital projects and parks maintenance activities.

**Background:**

Sammamish has an equipment rental and replacement fund dedicated to equipment maintenance and replacements. Money is set aside each year to cover depreciation, maintenance, repair and future replacement costs. During the 2013/2014 budget development the currently owned Volvo Compact Excavator was identified as having extremely high maintenance and repair costs meeting the replacement criteria.

The City solicited bids for the purchase of the new excavator and received 5. The lower bidder was Pape Machinery out of Kent, WA.

**Financial Impact:**

The actual costs fit within the approved vehicle and equipment replacement budget for 2013.

DESCRIPTION	COST
John Deere 50D compact Excavator	\$72,450
Estimated State Sales Tax	\$6,900
<b>Total for New Vehicle</b>	<b>\$79,350</b>



## City Council Agenda Bill

AVAILBLE BUDGET	BUDGETED AMOUNT
Equipment Rental Fund	\$329,000
Less Previously Authorized Vehicle Replacement Purchases	-\$248,700
<b>AVAILABLE BUDGET for Excavator purchase</b>	<b>\$80,300</b>

### Recommended Motion:

Authorize the City Manager to purchase one John Deere 50 D Compact Excavator for Maintenance and Operations for a total cost not to exceed \$79,350 including sales tax.



# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February 27, 2013

**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:** Final Project Acceptance for the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 Contract No. C2012-121

**Action Required:** Adopt Resolution 2013-\_\_\_ accepting the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 project as complete.

**Exhibits:**

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate C2012-121

**Budget:** \$1,700,000 in the 244<sup>th</sup> Avenue Non-Motorized Improvements (Phases 1 and 2)

**Summary Statement:**

All work for the above referenced contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

**Background:**

The Focus of this project was widening 244<sup>th</sup> Avenue NE for non-motorized improvements, between Rachel Carson Elementary and NE 20<sup>th</sup> Street to the north. The west side of the road was widened to provide for sidewalks, planter strips and bike lanes. Previously, Phase 1 was completed in 2011 and widened from NE 8<sup>th</sup> Street north to the school.

The project faced challenges early when the City's contracted design firm requested additional design fee to complete the plans. To avoid additional design fees, staff completed the design in-house. Complicating the design were negotiations with property owners and King County over a segment of road outside of the incorporation area between NE 14<sup>th</sup> Street and NE 16<sup>th</sup> Street. This portion was absolutely necessary to achieve a contiguous non-motorized facility on this corridor, and it was completed with success for all parties.

In addition, staff was able to secure a substantial Transportation Improvement Board (TIB) Grant for this phase of the non-motorized improvements.



# City Council Agenda Bill

On March 28, 2012, City Council authorized award of a construction contract to Santana Trucking & Excavating, Inc. in the amount of \$1,345,173.15 plus a 15% construction contingency. Construction began on May 7, 2012 and was substantially complete on September 5, 2012.

**Financial Impact:**

The completed improvements were constructed within the project budget and returned a substantial savings for the Non-motorized program budget, which was used in 2012 to offset costs for the NE Inglewood Hill Road Non-Motorized Improvements and the NE 8<sup>th</sup> Street Roundabout. The Phase 2 financial summary is below:

244th Phase 2 Available Funds		
340 Non-Motorized	\$	1,581,735
Overlay Program	\$	204,330
TIB Grant	\$	908,147
<b>TOTAL Available Funds:</b>	<b>\$</b>	<b>2,694,212</b>
Expenditures		
Construction	\$	1,440,224
Design Fee	\$	291,338
Construction Inspection	\$	101,417
Miscellaneous	\$	84,563
Utility Relocation	\$	10,136
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>1,927,676</b>
<b>SAVINGS:</b>	<b>\$</b>	<b>766,536</b>

**Recommended Motion:**

Approve the contract C2012-121 with Santana Trucking & Excavating, Inc. as complete and adopt Resolution No. R2013-\_\_\_\_ accepting construction of the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 as complete as of March 5, 2013.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2013- \_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE 244<sup>TH</sup> AVENUE NON-  
MOTORIZED IMPROVEMENTS, PHASE 2 AS COMPLETE.**

WHEREAS, at the Council meeting of March 28, 2012 the City Council authorized award of the construction contract for the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2; and

WHEREAS, the City Manager entered into Contract C2012-121 for construction of the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 with Santana Trucking & Excavating, Inc. on April 4, 2012; and

WHEREAS, the project was substantially completed by the contractor on September 5, 2012; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 5th DAY OF MARCH 2013.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk: February 14, 2013  
Passed by the City Council:  
Resolution No.: R2013-000

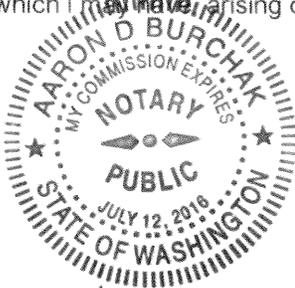


# Final Contract Voucher Certificate

Contractor <b>Santana Trucking and Excavating</b>			
Street Address <b>23316 Redmond-Fall City Road #647</b>			
City <b>Redmond</b>	State <b>Wa</b>	Zip <b>98053</b>	Date <b>1/15/2013</b>
City Project Number <b>-</b>	Federal Aid Project Number <b>-</b>	City Contract Number <b>C2012-121</b>	
Contract Title <b>244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2</b>			
Date Work Physically Completed <b>11/9/2012</b>		Final Amount <b>\$ 1,440,223.50</b>	

## Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]  
Contractor Authorized Signature Required  
KEBBON M THOMPSON  
Print Signature Name

Subscribed and sworn to before me this 16<sup>TH</sup> day of Jan 20 13

[Signature] Notary Public in and for the State of WA

residing at Redmond WA

## City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

Approved Date 1/16/2013

[Signature]  
Project Engineer/Project Administrator

[Signature]  
City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.





# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February xx, 2013

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Resolution approving A Coalition for Affordable Housing (ARCH) 2013 Budget and Work Program

**Action Required:** Motion to approve resolution (with attachments)

**Exhibits:**

1. Draft Resolution
2. Exhibit A – ARCH 2013 Work Program
3. Exhibit B - ARCH 2013 Budget

**Budget:** \$49,167 allocated in Account #001-090-559-20-49-08 in 2013-2014 Budget

**Summary Statement:** Sammamish, as a member of ARCH, participates in budget and work program development. This proposed Resolution provides the Sammamish approval for the budget and work program as drafted.

This year, ARCH is assisting Sammamish staff with its update to the Comprehensive Plan / Housing Element and Housing Strategy Plan; assisting with making a surplus site available for development by Habitat for affordable homeownership units, and decisions about senior housing opportunities and assisting city staff with evaluating updated state legislation and local regulations regarding impact fee waivers for affordable housing. Housing produced with the assistance of the ARCH Trust Fund counts towards Sammamish's Growth Management Act housing goals.

**Background:**

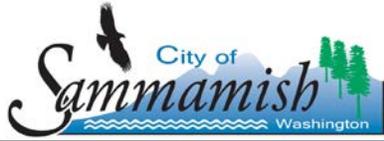
This Resolution follows the presentation to the City on March 5, 2013 by Arthur Sullivan, ARCH Program Manager.

**Financial Impact:**

\$49,167 as budgeted for 2013.

**Recommended Motion:**

Approve the Resolution that gives approval to the 2013 proposed budget and 2013 proposed work program.



# City Council Agenda Bill

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**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2013-\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL  
APPROVING THE 2013 BUDGET AND WORK PROGRAM FOR A  
REGIONAL COALITION FOR HOUSING**

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

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

WHEREAS, Council at its April 20, 2010 meeting authorized execution of the Amended and Restated Interlocal Agreement for A Regional Coalition for Housing (ARCH) by and between Sammamish, 14 other cities and King County updating and continuing the operations of ARCH; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement provides that the annual budget and work plan for ARCH shall be recommended by the ARCH Executive Board to each member jurisdiction, and such recommendation has been made; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement also provides that the recommended budget and work plan shall not become effective until approved by the legislative body of each member jurisdiction;

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

The City of Sammamish City Council hereby:

Approves the 2013 ARCH Administrative Budget and Work Program, as set forth in Attachment A and Attachment B.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
\_\_\_ DAY OF \_\_\_, 2013.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Exhibit 1

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 27, 2013  
Passed by the City Council:  
Resolution No. R2013-\_\_\_\_\_

12-15-12

**ARCH WORK PROGRAM: 2013**

**I. PROJECT ASSISTANCE**

**A. Oversight of Local Monetary Assistance**

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

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

Provide a variety of types of affordable housing and that meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, etc) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

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

**B. Special Initiatives** This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either existing initiatives or examples of initiatives likely to emerge:

**Trust Fund Long Term Issues.**

1. ARCH Trust Fund: Dedicated Funding Source. As follow up to the ARCH Workshops in 2007, explore and evaluate the feasibility of a dedicated funding source. Research and develop a menu of options for creating more sustainable funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2013 to include convening members to evaluate options. For any options selected for further consideration, follow up on next steps.

## Exhibit 1

2. Long Term Operation of Funded Projects. In 2012 ARCH conducted an evaluation of projects funded in the past through ARCH, including convening panel of real estate experts to assess ongoing operation and long term health of projects. This led to creating an assessment tool to monitor and respond to issues that could impact the long term viability of funded projects. In 2013, undertake initial assessment of funded projects. As needed follow up with individual property owners, to further evaluate project and if needed strategize ways to improve long term viability.

Objective: Develop sustainable strategies for the HTF to meet local housing goals and preserve assisted affordable housing.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. church properties) for suitability of affordable housing. Currently identified opportunities includes:

- Assist Kirkland with implementing local provisions (e.g. land use and multifamily tax exemption affordability requirements) associated with the South Kirkland Park n Ride.
- Assist Sammamish with making surplus city site available to Habitat for Humanity of East King County
- Assist Redmond with evaluating making a surplus city site available for affordable housing, and if approved, assist with development of an RFP, selection of a development team, and other follow up activities
- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives. Explore modifications of existing ARCH Trust Fund criteria and procedures to potentially support such efforts.

As a subset of this item, convene members and other stakeholders to explore how to potentially work more proactively with faith based organizations to utilize their properties to assist with addressing affordable housing needs, especially for homeless populations. This includes supporting efforts by Eastside Human Services Forum, EHAC and cities to develop an East King county sub-regional strategic approach to winter shelter for homeless adults and families.

Objective: Identify one or more specific sites in East King County to be made available for housing.

Eastside Homebuyer Assistance Program.

Continue working with Washington State Housing Finance Commission to support the third phase of the House Key Plus ARCH Downpayment Assistance Program.

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. No known projects in the upcoming year, but continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing.

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

## II. HOUSING POLICY PLANNING

Work items in this section are grouped into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefit multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

### A. Local Planning Activities

ARCH Housing Strategy Program. ARCH members have identified a number of Priority Housing Strategies as well as an ongoing education program for members, several of which can impact local planning efforts, including:

- Ongoing education of staffs and officials through Housing 101 Workshops for staffs and new local officials; updating information in the Housing 101 Workbook, annual study sessions with member councils to review current issues and activities and materials profiling current programs and housing trends.
- Assist cities that incorporate priority strategies into their local work program (e.g. property tax exemption program in mixed use zones, regulatory incentive programs, regulations to increase housing diversity (mixed use, innovative housing, housing emphasis zones). (Note: See Local Housing Efforts below for specific activities by members.)

Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information will be incorporated into the education fliers and Housing 101 report used as part of the ongoing Housing Education Program. In 2013, looking at a Housing 101 event that will help assist member councils and planning commissions to prepare for updates to their Housing Elements.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs (Housing 101 East King County, East King County Plan to End Homelessness), and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Needs Assessment. Members will need Housing Needs Assessments as part of their updates to their Comprehensive Plans. Working with ARCH members, ARCH has developed an overall needs assessment covering East King County. As an initial part of each member's update of their Comprehensive Plan, ARCH will supplement the overall needs assessment with localized information.

Objective: Assist with preparation of Housing Needs Assessment for all members, and to do so through a coordinated effort in behalf of all members.

## Exhibit 1

Local Housing Efforts: ARCH jurisdictions are updating land use, zoning and other codes in order to implement policies identified in their Comprehensive Plans. ARCH staff will continue to assist local staffs in these efforts. Following are specifically identified areas that ARCH will assist local staff with accomplishing. For the coming year, ARCH staff expects to spend time assisting members updating local Housing Elements, with initial efforts focused on developing needs assessments for members.

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

### **Bellevue**

Assist City staff with a Housing Needs Assessment and Housing Element as part of the Comprehensive Plan update.

Assist City in the update to the Housing and Land Use Elements of the Comprehensive Plan

Assist City staff with developing and implementing administrative procedures for the Bel-Red land use incentive program.

Assist with Council evaluation of a MF Tax exemption program in the City. In the event Council provides direction to develop a program, assist City Staff to develop code language for a program.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in innovative housing ordinance for NB properties within the Newport Hills Commercial Center.

Assist in the “Downtown Livability” program’s review of housing regulations and incentives.

### **Bothell**

Assist city staff with review and update of existing Accessory Dwelling Units regulations.

Assist city with work related to affordable housing component of the city’s LIFT program in their downtown areas. Includes assisting with any reporting requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

**Clyde Hill**

Assist City staff with update to the Comprehensive Plan Housing Element.

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

**Issaquah**

Central Issaquah Plan: Continue work with City staff to refine development standards and regulations related to the housing policies adopted in the Central Issaquah Plan. .

Based on policy direction in Central Issaquah Plan, assist City staff with research and presentation to council related to establishing a Multifamily Tax Exemption program in Central Issaquah. If program approved by Council, assist staff with establishing administrative procedures.

As needed, assist City staff with administration of the affordable housing provisions of the Lakeside and Rowley development agreements.

Issaquah Highlands: Mostly completed, but monitor the implementation of any remaining portions of the Issaquah Highlands affordable housing development agreement.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

**Kenmore**

Assist City staff with a Housing Needs Assessment and advise on potential amendments to the goals and policy for the Comprehensive Plan update scheduled for 2014.

Assist in review of affordable housing regulations as needed for the City's commercial zoning work program for the Regional Business zone.

Consult and provide assistance to City staff on specific sites with affordable housing opportunities such as in the downtown and on city owned property.

Assist in developing administrative procedures for the City's adopted multi-family tax exemption program.

**Kirkland**

Assist City staff with a Housing Needs Assessment for the Comprehensive Plan update scheduled for 2013 and 2014.

Assist City in the update to the Housing and Land Use Elements of the Comprehensive Plan.

Continue to assist staff with local action related to the South Kirkland Park & Ride property (e.g. documentation to secure affordability requirements.)

## Exhibit 1

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Assist City with review, and if adopted, implementation of Section 8 Nondiscrimination ordinance.

Assist City with updating criteria and process for affordable housing impact fee exemptions.

Consult with city on TDR approaches and infrastructure financing tools for the Totem Lake Urban Center.

Assist City staff with Council Housing Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

### **Mercer Island**

Assist City staff with completion of administrative procedures and documents associated with the land use incentive and tax exemption programs for Town Center.

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

### **Newcastle**

Assist City staff with Housing Element and related housing needs analysis as part of the Comprehensive Plan update.

Assist with updating administrative procedures for city's updated affordable housing provisions based on any final revisions by Council. Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADU.

### **Redmond**

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

Assist staff with preparing a surplus site for senior affordable housing development in Downtown. (See Special Projects).

Assist with further update of housing regulations as needed as follow up to the rewrite of the City's zoning code. Assist with the creation of user guides for implementing housing requirements

## Exhibit 1

Assist with the implementation of other high priority items identified in the Strategic Housing Plan, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with pursuit of creative ways to implement the provisions for affordable housing in the Group Health Development Agreement including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs).

Assist with carrying out implementation strategies that result from the investigation of emerging housing markets as described below under regional issues.

Assist City staff and Council with evaluating and, if appropriate, implementing a tax incentive program for affordable housing, as allowed under RCW 84.14.

Provide assistance as needed in updating neighborhood plans (e.g. Southeast Redmond) with respect to housing, including periodic attendance at Citizen Academy and CAC meetings to help identify housing issues and develop policy and regulatory responses.

As follow up to City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach effort to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

### **Sammamish**

Assist with update to Comprehensive Plan / Housing Element and Housing Strategy Plan.

Assist staff with making surplus site available to Habitat (see special projects).

Evaluate Strategy Plan to assess if work should commence on any median priority strategies (e.g. Senior Housing opportunities).

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

### **Woodinville**

Assist with update to Comprehensive Plan / Housing Element and Housing Strategy Plan.

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

Assist City staff and Planning Commission with evaluating and developing

incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

**Yarrow Point**

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

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

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

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

**B. Regional/Countywide Planning Activities**

PSRC – HUD Sustainability Planning Grant. PSRC in a partnership with public and private agencies from the Central Puget Sound region received a \$5 million HUD Sustainable Communities Planning Grant. Continue to work on several housing components of the planning effort, including developing the East King County corridor planning implementation strategies, with ARCH focusing on housing components of these strategies; and participating in the regional affordable housing work group that will be researching and where feasible implementing new tools to support local efforts for affordable housing(e.g. property acquisition fund).

One particular interest in this work is better understanding emerging housing markets. This includes investigating how to encourage housing development in new or unproven markets. What are the barriers, and how can ARCH member jurisdictions address these issues? Further, how can ARCH assist with familiarizing the development community about housing opportunities in these areas?

Objective: Obtain information that is applicable to ARCH member cities' housing development efforts.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPS for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items.

Legislative Items. ARCH staff will track state and federal legislative items that relate to

affordable housing and could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLIHA) to contact legislators regarding proposed legislation. For the upcoming legislative session, primary emphasis would be on potential legislation related to surplus public land. Goal of legislation is to provide emphasis on making surplus land suitable for residential development available for development that includes affordable housing. This legislation would be consistent with one of ARCH Housing Priority Strategies to proactively use surplus public property for affordable housing.

Committee to End Homelessness (CEH)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the CEH in the coming year include: continued coordinated allocation of resources; and initiating several specific proposals (e.g. shelters, addressing homelessness for veterans, families, and youth and young adults). Role for ARCH staff is expected to include participating in the CEH Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of CEH/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC, including longer term solutions for winter shelters in East King County.

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

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

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

### **III. HOUSING PROGRAM IMPLEMENTATION**

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to loans made by jurisdictions to projects (see I Project Assistance).

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

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Ensure accurate records for affordable ownership units, including audit units for owner occupancy and proper recording of necessary documentation.

## Exhibit 1

- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. One anticipated effort is to consider updates to the covenants to account for revisions to FHA guidelines. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

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

Information for public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons looking for affordable housing.

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

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

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

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see local planning activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. In addition to the Housing 101 workbook and related brochures, other outreach methods may include housing tours, a portfolio of successful projects, and short videos to be broadcast on local cable channels on local efforts.

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

## Exhibit 1

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

ARCH Web site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information.

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

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

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

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

Objective: Increase awareness of existing funding programs by potential users.

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

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

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards.

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

## Exhibit 1

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

Workprogram 2013 Final 12-15-12

## Exhibit 2

## EXHIBIT B

### 2013 ARCH Administrative Budget

#### I. ANNUAL OPERATING EXPENSES

Item	2012 Budget	2013 Budget	Change Budget	Percent Change
Staffing				
Sub-total	\$ 474,265	\$ 499,768	\$ 25,504	5%
Rent	\$ 18,000	\$ 15,750	\$ (2,250)	-13%
Utilities	Incl^	Incl^	Incl^	Incl^
Telephone	\$ 2,704	\$ 3,200	\$ 496	18%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 3,500	\$ 3,000	\$ (500)	-14%
Copier Costs	\$ 2,500	\$ 2,000	\$ (500)	-20%
Office Supplies	\$ 2,068	\$ 2,000	\$ (68)	-3%
Office Equipment Service	\$ 1,500	\$ 1,500	\$ -	0%
Fax/Postage	\$ 1,200	\$ 1,200	\$ -	0%
Periodical/Membership	\$ 3,700	\$ 3,700	\$ -	0%
Misc. (e.g. events,etc.)	\$ 1,680	\$ 1,680	\$ -	0%
Insurance	\$ 7,400	\$ 7,500	\$ 100	1%
Reorganization Admin	\$ 650	\$ 650	\$ -	
Sub-total	\$ 26,198	\$ 25,230	\$ (968)	-4%
TOTAL	\$ 521,167	\$ 543,948	\$ 22,782	4.37%

## Exhibit 2

### II. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions		2012	2013			
Bellevue	\$	-	\$	-		
Bothell	\$	39,191	\$	40,128.01		
Issaquah	\$	14,698	\$	19,745.14		
King County	\$	43,466	\$	43,466.00		
Kirkland	\$	59,768	\$	68,852.18		
Mercer Island	\$	29,882	\$	29,882.38		
Newcastle	\$	9,960	\$	10,677.21		
Redmond	\$	59,768	\$	62,167.43		
Woodinville	\$	11,898	\$	12,365.49		
Beaux Arts Village	\$	1,569	\$	1,569		
Clyde Hill	\$	2,660	\$	2,905		
Hunts Point	\$	1,569	\$	1,569		
Medina	\$	2,660	\$	2,901		
Yarrow Point	\$	1,569	\$	1,569		
Sammamish	\$	46,188	\$	49,167		
Kenmore	\$	25,195	\$	25,564		
Other*	\$	30,679	\$	25,517		
<b>TOTAL</b>	<b>\$</b>	<b>380,721</b>	<b>\$</b>	<b>398,045</b>		
B. In-Kind Contributions		2011	2012			
Bellevue	\$	140,446	\$	145,903		
<b>TOTAL</b>	<b>\$</b>	<b>140,446</b>	<b>\$</b>	<b>145,903</b>		
C. Total Contributions				Change *		
Bellevue	\$	140,446	\$	145,903	\$	5,457
Bothell	\$	39,191	\$	40,128	\$	937.49
Issaquah	\$	14,698	\$	19,745	\$	5,047.51
King County	\$	43,466	\$	43,466	\$	-
Kirkland	\$	59,768	\$	68,852	\$	9,083.80
Mercer Island	\$	29,882	\$	29,882	\$	-
Newcastle	\$	9,960	\$	10,677	\$	717.19
Redmond	\$	59,768	\$	62,167	\$	2,399.05
Woodinville	\$	11,898	\$	12,365	\$	467.53
Beaux Arts Village	\$	1,569	\$	1,569	\$	-
Clyde Hill	\$	2,660	\$	2,905	\$	244.88
Hunts Point	\$	1,569	\$	1,569	\$	-
Medina	\$	2,660	\$	2,901	\$	240.98
Yarrow Point	\$	1,569	\$	1,569	\$	-
Sammamish	\$	46,188	\$	49,167	\$	2,978.39
Kenmore	\$	25,195	\$	25,564	\$	369.06
Other**	\$	30,679	\$	25,517	\$	(5,161.60)
<b>TOTAL</b>	<b>\$</b>	<b>521,167</b>	<b>\$</b>	<b>543,948</b>	<b>\$</b>	<b>22,781.37</b>
<b>TOTAL COSTS</b>	<b>\$</b>	<b>521,167</b>	<b>\$</b>	<b>543,948</b>	<b>\$</b>	<b>22,781.52</b>
<b>BALANCE</b>	<b>\$</b>	<b>0</b>	<b>\$</b>	<b>(0)</b>		

\* Changes are disproportionate in order to realign contributions based on recent annexations and updated census population figures.

\*\* This is a combination of overhead fee for PSRC Growing Transit Community Grant, administrative fee collected from Redmond Ridge East; and admin reserve resulting from previous staff vacancy.



# City Council Agenda Bill

**Meeting Date:** March 5, 2013

**Date Submitted:** February 27, 2013

**Originating Department:** Public Works

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** Construction of SE 14<sup>th</sup> Street Connection

**Action Required:** Authorize the City Manager to utilize a portion of the City's ending fund balance to construct the missing gap of SE 14<sup>th</sup> Street west of 247<sup>th</sup> Avenue SE.

**Exhibits:** Vicinity Map

**Budget:** Requesting \$175,000 be allocated from ending fund balance for the purpose of constructing approximately 500 feet of SE 14<sup>th</sup> Street

**Summary Statement:**

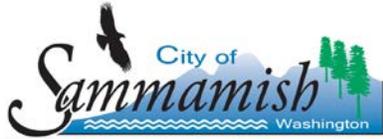
A new 31-lot subdivision, Lawson Park, is proposed along SE 14<sup>th</sup> Street east of Renaissance Ridge and west of 247<sup>th</sup> Avenue SE. There is currently no connection along SE 14<sup>th</sup> Street to the east of Renaissance Ridge. The Lawson Park development will create a new connection along SE 14<sup>th</sup> Street to the east, however the final configuration will leave approximately 500 feet of SE 14<sup>th</sup> Street unimproved. Staff is recommending that the City allocate the necessary resources to upgrade the roadway to better accommodate public use.

**Background:**

SE 14<sup>th</sup> Street was created long before the City of Sammamish incorporated. It has been a shared private roadway for more than 50 years. The road has been gravel and the cost to maintain the gravel has been shared by adjacent property owners. The property descriptions of the properties along SE 14<sup>th</sup> Street contain a clause requiring the deeding of the private SE 14<sup>th</sup> Street roadway easement to the City when the City requests it for public roadway purposes.

Recently, one of the property owners along SE 14<sup>th</sup> Street has proposed a new subdivision, Lawson Park, and will construct and dedicate approximately 500 of SE 14<sup>th</sup> Street to the City. This will leave approximately 500 of the roadway in a private unimproved roadway status.

As part of the Lawson Park subdivision process a public hearing was conducted. During the hearing, there was significant testimony regarding the condition of SE 14<sup>th</sup> Street east of the Lawson Park



## City Council Agenda Bill

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Development. The concerns were related to safety of the roadway for vehicular traffic and pedestrians. There were also concerns associated with the cost of maintaining a private street being used by the general public.

Based on the concerns heard from the neighbors, staff reviewed the roadway. Staff is recommending that the City take over the remaining section of private roadway and construct a 22-foot asphalt roadway, a 5 foot gravel walkway and all associated stormwater infrastructure. The final configuration will be similar to the nearby section of 248<sup>th</sup> Avenue SE between SE 14<sup>th</sup> Street and SE 17<sup>th</sup> Street.

Staff is recommending that the project be timed in such a way that it would be completed prior the Final Plat approval of the Lawson Park development.

### **Financial Impact:**

Because this project was not identified prior to the 2013/2014 budget, Staff recommends that the City Council allocate \$175,000 of the ending fund balance to construct the SE 14<sup>th</sup> Street improvements.

### **Recommended Motion:**

Authorize the City Manager to construct approximately 500 feet of SE 14<sup>th</sup> Street to complete the public roadway between the proposed Lawson Park Development and 247<sup>th</sup> Avenue SE for approximately \$175,000 utilizing a portion of the City's ending fund balance.







*Department of Parks and Recreation*

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

Date: February 27, 2013  
To: City Council  
From: Ben Yazici, City Manager  
Subject: Community and Aquatic Center, re-cap of Consultant Selection Process

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Barker Rinker Seacat Architecture (BRS), a Denver-based architectural firm was selected in January 2011 as the prime consultant for the Community and Aquatic Center Feasibility Study. The comprehensive selection process included members of the City Council, Parks & Recreation Commission and staff.

The initial request for qualifications (RFQ) reserved the flexibility to award future phases of the project to the same consultant to avoid having to repeat a laborious selection process. The specific language that was included in the RFQ was:

*“The City reserves the right to award additional work and contracts for future phases of the final design, construction documents and construction administration to the team that completes the feasibility study and schematic design, or to one or more of the finalist teams selected in the initial selection process.”*

A detailed summary of the consultant selection process is provided below.

**Consultant Selection Process:**

In November 2010 a Request for Qualifications (RFQ) was published for architectural consultant services for a facility feasibility study. A total of 14 firms responded. The proposal review team scored the proposals based on criteria outlined in the RFQ. The short-list of five firms with the highest scores were invited for an interview.

Consultant interviews were held on Friday, January 14 at City Hall. Interview panelists consisted of two City Councilmembers, two Park Commissioners, and the Staff Project Team (including representatives from Parks and Recreation, Community Development and Public Works.) Each interview lasted for approximately one hour and included an introduction to the firm, responses to interview questions and an opportunity to address panelist questions.

At the conclusion of the interviews the firms were discussed and ranked and BRS Architecture was identified as the top firm. The recommendation was based on the firm’s overall experience and knowledge of recreation and aquatic facility design and construction;

experience with marketing assessments and feasibility studies; quality of the presentation and the presentation materials (both written and visual); their response to the interview questions (scripted questions and impromptu questions); and, the overall fit for the Sammamish community including their high energy approach and their ability to engage an audience.

A number of reference checks were done for BRS, half of which were from a reference list provided by BRS and the other half obtained through staff research and connections. The references were all very positive citing BRS' ability to successfully manage a public process and guide a community through a complex decision making process. All agencies indicated their working relationship was successful, even though BRS was an out-of-state consultant for most (similar to the situation in Sammamish.) One reference noted, "It felt like they, (BRS,) lived in the community as their design exactly matched our community vision and needs." Finally, all references indicated that the project was completed on time and on budget and that they would hire BRS again. In fact, many agencies had already hired BRS for a second or third project.

Based on the quality of previous planning and design work with projects of a similar nature, the experience and qualifications of their staff, the positive reference checks, and the ability to meet the project timeline, BRS was selected as the consultant for the feasibility study.

### **Future Phases – Consultant Selection:**

The RFQ required the project team to demonstrate prior experience not only in managing a successful public process, but also in the design, engineering and construction administration for the facility. The interview questions probed into the ability of the team to carry the project forward from the feasibility study through construction.

Extensive measures were taken to select a consultant that we felt would be suitable for both the initial phase (feasibility study) and future phases (design and construction). For obvious reasons, it is often times more efficient to work with one consultant from the start to the finish of a project. That being said, however, there is nothing in the initial contract that requires us to use BRS for future phases.

If the council desires to conduct another selection process, staff are prepared to begin the process immediately. Council should bear in mind, however, that a selection process for a project of this caliber will take approximately eight to ten weeks to complete. This accounts for the time required to advertise the RFQ, short list the applicants, complete an interview process, select a finalist, negotiate a contract and bring the contract for the Council's consideration approval.

Another point to consider is that it typically takes a minimum of 12 months to design and permit a building of this magnitude and complexity. As it stands right now, we are facing a very tight design window to make a 2014 construction start date that allows for the majority of the foundation construction to occur outside of the rainy season.