



# City Council, Regular Meeting

---

## AGENDA

January 4, 2011

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call/Pledge of Allegiance

### Approval of Agenda

### Student Liaison Reports

- Eastlake High School
- Skyline High School

### Presentations/Proclamations

- Report: Association of Washington Cities Executive Director
- Presentation: Transportation Improvement Board Presentation/244<sup>th</sup> Avenue Project
- Presentation: Parks & Recreation Association Award
- Election: Deputy Mayor for 2011

### 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 period ending 15, 2010 for pay date December 20, 2010 in the amount of \$238,646.77
- 1a. Approval: Claims for period ending December 16, 2010 in the amount of \$1,365,217.79 for Check No.28069 through No.28196
- 1b. Approval: Claims for period ending January 4, 2011 in the amount of \$1,800,000.39 for Check No.28197 through No.28288
- 2. Resolution: Granting Final Plat Approval To The Plat Of Trossachs Division 14
- 3. Resolution: Accepting the NE 19<sup>th</sup> Drive Phase 2 Neighborhood Traffic Management Program Street Improvement Program as complete
- 4. Contract: Right of Way Landscaping Maintenance/Northwest Landscaping
- 5. Contract: Stormwater System Cleaning/Bravo Environmental
- 6. Amendment: On Call Electrical/ANM
- 7. Approval: Minutes for December 7, 2010 Regular Meeting
- 8. Approval: Minutes for December 14, 2010 Special Meeting

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.

**Unfinished Business - None**

**New Business**

9. Ordinance: First Reading Temporarily Authorizing Fundraising Signs In Certain Zones Of The City; And Declaring An Emergency

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

**AGENDA CALENDAR**

<b>Jan. 2011</b>			
Tues. 1/4	6:30 pm	Regular Meeting	Selection: Deputy Mayor Presentation: Transportation Improvement Board for 244 <sup>th</sup> Project. Cities Update from the Executive Director of AWC Presentation: Parks & Recreation Association Award Ordinance: First Reading Amending Sign Code Resolution: Final Plat Trossachs 14 (consent) Final Acceptance: 2010 Neighborhood Traffic Management Program NE 19 <sup>th</sup> Drive Project (consent) Amendment: ROW Landscaping Maintenance/NW Landscaping (consent) Amendment: Stormwater System Cleaning/Bravo (consent) Amendment: On Call Electrical/ANM (consent)
Tues. 1/11	6:30 pm	Study Session	Update: Connectivity (SE 32 <sup>nd</sup> Street Barricade) Presentation: Community Centers
Thurs 1/13	Noon	Employee Appreciation Luncheon	
<b>Mon. 1/17</b>	<b>6:30 pm</b>	<b>Holiday</b>	<b>Martin Luther King Day – City Offices Closed</b>
Tues. 1/18	6:30 pm	Regular Meeting	Presentation: Waste Management (Susan Robinson) Public Hearing: Ordinance First Reading Transfer Of Development Rights Interlocal: Transfer of Development Rights/King County Contract: Stewart, Beall/ Public Defender (consent) Contract: Kimberly Leyton/ Domestic Violence Advocate (consent)
<b>Feb. 2011</b>			
Tues. 2/1	6:30 pm	Regular Meeting	<b>Canceled</b>
Feb 3-5		Council Policy Session	
Tues. 2/8	6:30 pm	Special Meeting	SR520 Tolling Update(Craig Stone) Update: Wireless Amendments PC Handoff Code Changes/Animal Regs/Zoning Change/Electric Vehicle Charging Stations Ordinance Second Reading Transfer Of Development Rights
Mon. 2/14	6:30 pm	Study Session	
Tues. 2/15	6:30 pm	Regular Meeting	
<b>Mon. 2/21</b>	<b>Closed</b>	<b>Holiday</b>	<b>President's Day – City Offices Closed</b>
<b>Mar. 2011</b>			
Tues. 3/1	6:30 pm	Regular	Public Hearing: Third Reading Ordinance for Wireless Amendments
Tues. 3/8	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan
Mon. 3/14	6:30 pm	Joint Study Session/PC	Sustainability
Tues. 3/15	6:30 pm	Regular Meeting	
<b>Apr. 2011</b>			
Tues. 4/5	6:30 pm	Regular	
Tues. 4/12	6:30 pm	Study Session	
Mon. 4/18	6:30 pm	Study Session	
Tues. 4/19	6:30 pm	Regular Meeting	
<b>May 2011</b>			

Tues. 5/3	6:30 pm	Regular	
Tues. 5/10	6:30 pm	Study Session	
Mon. 5/16	6:30 pm	Study Session	
Tues. 5/17	6:30 pm	Regular Meeting	
<b>Mon. 5/30</b>	<b>Closed</b>	<b>Holiday</b>	<b>Memorial Day – City Offices Closed</b>
<b>Jun. 2011</b>			
Tues. 6/7	6:30 pm	Regular	
Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan
Mon. 6/20	6:30 pm	Study Session	
Tues. 6/21	6:30 pm	Regular Meeting	
<b>Jul. 2011</b>			
<b>Mon. 7/4</b>	<b>Closed</b>	<b>Holiday</b>	<b>Independence Day – City Offices Closed</b>
Tues. 7/5	6:30 pm	Regular	
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Study Session	
<b>August 2011</b>			NO MEETINGS
<b>Sept. 2011</b>			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	
Tues. 9/13	6:30 pm	Study Session	
Mon. 9/19	6:30 pm	Study Session	
Tues. 9/20	6:30 pm	Regular Meeting	
<b>Oct. 2011</b>			
Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	
Mon. 10/17	6:30 pm	Study Session	
Tues. 10/18	6:30 pm	Regular Meeting	
<b>Nov. 2011</b>			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/14	6:30 pm	Study Session	
Tues. 11/15	6:30 pm	Regular Meeting	
<b>Dec. 2011</b>			
Tues. 12/6	6:30 pm	Regular	
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Study Session	
Tues. 12/20	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>

<p>Code Enforcement Code Amendments (1/18/2011)</p> <p>Ordinance: Second Reading Puget Sound Energy Franchise</p> <p>Franchise: Cable TV</p> <p>Bid Award: Room 202 Tenant Improvements (Consent)</p>	<p>Final Acceptance: ELSP Phase 1A</p> <p>Final Acceptance: 244<sup>th</sup> Avenue Improvement Project</p> <p>Final Acceptance: SE 20<sup>th</sup> Street Non-motorized Improvement Project</p>	<p>Joint Meeting/Issaquah School Dist.</p> <p>Joint Meeting/LWSD</p> <p>Joint Meeting/Issaquah City Council</p> <p>Joint Meeting/Samm PW &amp; S</p> <p>Focus Groups for Community Center</p>
---	--	---



<< December

# January 2011

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 5:30 p.m. Council Office Hour	4 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting	6 6:30 p.m. Community Garden Steering Committee Meeting 6:30 p.m. Planning Commission Meeting	7	8
9 11 a.m. Arts Commission Retreat	10	11 6:30 p.m. City Council Study Session	12	13	14	15
16	17 8 a.m. Martin Luther King Day City offices closed 5:30 p.m. City Council Office Hour Canceled 6:30 p.m. City Council Study Session Canceled	18 6:30 p.m. City Council Meeting	19 2 p.m. Artist Lecture and Walk-thru 6 p.m. Sammamish Youth Board Meeting	20 6:30 p.m. Planning Commission Meeting	21	22 5:30 p.m. SAMMAMISH POLICE FORUM - The Internet and Social Media: What Parents Need to Know
23	24 6:30 p.m. Arts Commission Meeting	25	26	27 4 p.m. Public Safety Committee Meeting	28	29
30	31					

<< January

# February 2011

March >>

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



# MEMORANDUM

---

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** December 16, 2010  
**RE:** Claims for December 21, 2010

		\$	317,060.63
			572,879.56
			333,041.41
			142,236.19
317,060.63	+		
572,879.56	+		
333,041.41	+		
142,236.19	+		
1,365,217.79	*		

**TOTAL \$ 1,365,217.79**

Check # 28069 through # 28196

Accounts Payable  
 Computer Check Register

User: mdunham  
 Printed: 12/06/2010 - 8:53AM  
 Bank Account: APPR  
 Batch: 004.12.2010



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28069	BANKNY	Bank Of New York Mellon	12/6/2010		
				11/08/2010-2215	52,060.63
				11/08/2010-2215	265,000.00
		Check 28069 Total:			317,060.63
		Report Total:			317,060.63

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/14/2010 - 10:27 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28070	12/21/2010	ADVANTAG	Advantage Building Services	5,417.90	0
28071	12/21/2010	ALLAROUN	All Around Fence Co	798.26	0
28072	12/21/2010	ATHLETES	Athletes for Kids	2,500.00	0
28073	12/21/2010	AWC	Association of Wa Cities	90.00	0
28074	12/21/2010	BAYSIDE	Bayside Apparel Emb. Screenprint	19.62	0
28075	12/21/2010	BOHANAN	Martin Bohanan	40.00	0
28076	12/21/2010	BRS	Barker rinker Seacat Architecture	1,300.00	0
28077	12/21/2010	COSTCO	Costco Wholesale	354.56	0
28078	12/21/2010	DAILY	Daily Journal of Commerce	244.00	0
28079	12/21/2010	EASTFIRE	Eastside Fire & Rescue	442,677.10	0
28080	12/21/2010	ECOTONE	Ecotone Commissioning Group LL	3,920.00	0
28081	12/21/2010	EVANS	David Evans & Associates, Inc	13,508.49	0
28082	12/21/2010	FIREPROT	Fire Protection, Inc.	542.03	0
28083	12/21/2010	FRONTIR2	Frontier	161.58	0
28084	12/21/2010	FRYOUTH	Friends Of Youth	2,500.00	0
28085	12/21/2010	GAMETIME	Game Time	11,396.76	0
28086	12/21/2010	HWA	HWA GeoSciences, Inc	9,008.46	0
28087	12/21/2010	INTEGRA	Integra Telecom	3,272.48	0
28088	12/21/2010	IRONMT	Iron Mountain	196.54	0
28089	12/21/2010	ISSAQI	Issaquah Press, Inc.	675.00	0
28090	12/21/2010	ISSCHURC	Issaquah Church & Community Sv	500.00	0
28091	12/21/2010	JOHNSOND	Daniel Johnson	40.00	0
28092	12/21/2010	KINGFI	King County Finance A/R	982.00	0
28093	12/21/2010	KINGPET	King County Pet Licenses	120.00	0
28094	12/21/2010	KINGSH	King County Sheriff's Office	469.34	0
28095	12/21/2010	LEXIS	Lexis Nexis Risk Data Mgmt	83.00	0
28096	12/21/2010	MICRO	Microflex, Inc.	40.83	0
28097	12/21/2010	MYER	Anjali Myer	34.00	0
28098	12/21/2010	NAMI	NAMI Eastside	1,250.00	0
28099	12/21/2010	NELSONCO	Walter E. Nelson Company	415.68	0
28100	12/21/2010	NEXTEL	Nextel Communications	2,143.14	0
28101	12/21/2010	NWCASC	Northwest Cascade, Inc.	326.42	0
28102	12/21/2010	NWLSVC	NW Landscape Service	4,855.23	0
28103	12/21/2010	OER	Olympic Environmental Resource	20,678.23	0
28104	12/21/2010	OFFDEP	Office Depot	1,216.69	0
28105	12/21/2010	OTIS	Otis Elevator	504.02	0
28106	12/21/2010	PSE	Puget Sound Energy	21,970.76	0
28107	12/21/2010	QWEST	QWEST	40.47	0
28108	12/21/2010	QWEST!NT	Qwest	1,550.81	0
28109	12/21/2010	ROTARSAM	Rotary Club of Sammamish	52.00	0
28110	12/21/2010	SABER	Saberlogic, LLC	1,800.00	0
28111	12/21/2010	SEATIM	Seattle Times	738.39	0
28112	12/21/2010	SONITROL	Sonitrol Pacific	803.77	0
28113	12/21/2010	SPEEDMES	Speedy Messenger, Inc	85.00	0
28114	12/21/2010	STAPLES	Staples Advantage	2,271.81	0
28115	12/21/2010	STVIN	St Vincent DePaul	2,500.00	0
28116	12/21/2010	SUBURB	Suburban Cities Association	135.00	0
28117	12/21/2010	TOLTRIVE	Misty Mountain Honey	400.00	0
28118	12/21/2010	VERIZON	Verizon Wireless	109.93	0
28119	12/21/2010	VOYAGER	Voyager	6,056.52	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28120	12/21/2010	WADIS	State of Wa Dept of Info Syste	2,083.74	0
				<u>2,083.74</u>	
				<u>572,879.56</u>	
				<u>572,879.56</u>	
				<u>572,879.56</u>	

Check Total:

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/15/2010 - 11:08 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28121	12/21/2010	ADVANTAG	Advantage Building Services	4,284.16	0
28122	12/21/2010	AECOM	AECOM	39,384.60	0
28123	12/21/2010	APS	Applied Professional Svs, Inc.	160.00	0
28124	12/21/2010	ATTLONG	AT&T	76.82	0
28125	12/21/2010	BEST	Best Parking Lot Cleaning, Inc	11,251.98	0
28126	12/21/2010	BSW	Broadcast	131.13	0
28127	12/21/2010	CADMAN	Cadman, Inc.	13,016.85	0
28128	12/21/2010	CENTRALW	Central Welding Supply	42.65	0
28129	12/21/2010	CHANEY	Rebecca Chaney	748.00	0
28130	12/21/2010	COMCAST2	COMCAST	99.95	0
28131	12/21/2010	AMERICAW	America West Environmental Supplie	17,992.84	0
28132	12/21/2010	EWINGIRR	Ewing Irrigation	3,732.24	0
28133	12/21/2010	GREENAPP	Green Apple Events & Catering	3,335.89	0
28134	12/21/2010	HWA	HWA GeoSciences, Inc	1,386.86	0
28135	12/21/2010	JACKS	Jack's Repair	2,370.47	0
28136	12/21/2010	KINGDD	King County DDES	2,173.00	0
28137	12/21/2010	KINGFI	King County Finance A/R	3,836.98	0
28138	12/21/2010	KINGGIS	King County GIS Center	700.00	0
28139	12/21/2010	LESSCHWA	Les Schwab Tire Center	1,110.84	0
28140	12/21/2010	MACDONAL	MacDonald-Miller	559.44	0
28141	12/21/2010	NESAM	NE Sammamish Sewer & Water	103.86	0
28142	12/21/2010	NWPLAY	Northwest Playground Equipment	81.03	0
28143	12/21/2010	NWENVIRO	NW Environmental Consulting LL	540.00	0
28144	12/21/2010	OBRIENCO	O'Brien & Company LLC	5,322.50	0
28145	12/21/2010	OILCAN	Oil Can Henry's	590.91	0
28146	12/21/2010	OPOWER	OPower, Inc	3,333.33	0
28147	12/21/2010	PARAME	Parametrix, Inc.	1,822.86	0
28148	12/21/2010	PIEDMONT	Piedmont Directional Signs	350.00	0
28149	12/21/2010	PLATEAU	Plateau Motors	835.49	0
28150	12/21/2010	premium	Premium Construction Group	20,000.37	0
28151	12/21/2010	QUICK	Quick & Easy Concrete, Inc	307.70	0
28152	12/21/2010	SALINAS	Salinas Construction, Inc	52,766.80	0
28153	12/21/2010	SAM	Sammamish Plateau Water Sewer	8,235.00	0
28154	12/21/2010	SCI	SCI Infrastructures, LLC	92,041.19	0
28155	12/21/2010	SPRAGUE	SPRAGUE	91.98	0
28156	12/21/2010	UPROAR	Uproar, Inc.	5,100.00	0
28157	12/21/2010	WRPA	Wa Recreation & Parks Assoc	1,440.00	0
28158	12/21/2010	WATREAS	Wa State Treasurer	30.00	0
28159	12/21/2010	WAWORK	Washington Workwear Stores Inc	158.78	0
28160	12/21/2010	KINGWAT	King County Finance Water & Land E	33,494.91	0
				333,041.41	
Check Total:					

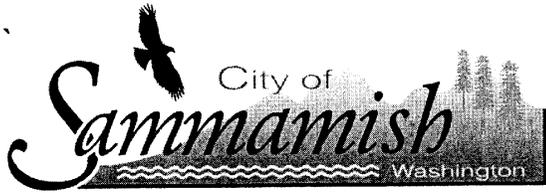
## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/16/2010 - 10:06 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28161	12/21/2010	AADAMS	AAdams Tree Serivce	832.20	0
28162	12/21/2010	ACE	Ace Hardware, LLC	1,678.35	0
28163	12/21/2010	AECOM	AECOM	32,134.95	0
28164	12/21/2010	CAMPBEL2	Campbell Co Inc	2,020.82	0
28165	12/21/2010	CERTLABS	Certified Laboratories	165.23	0
28166	12/21/2010	EASTEQ	Eastside Equipment & Marine	469.86	0
28167	12/21/2010	FCS	FCS Group Inc.	890.00	0
28168	12/21/2010	GRANGE	Grange Supply, Inc.	20.56	0
28169	12/21/2010	GUARDIAN	Guardian Security	72.00	0
28170	12/21/2010	HDFOWL	H. D. Fowler Company	245.19	0
28171	12/21/2010	IPS	Integrated Print Solutions, Inc	3,285.00	0
28172	12/21/2010	KCFLEET	King County Fleet Admin	324.15	0
28173	12/21/2010	KENYON2	Kenyon Disend PLLC	13,704.79	0
28174	12/21/2010	KINGFI	King County Finance A/R	45,409.39	0
28175	12/21/2010	LAKESIDE	Lakeside Industries	4,816.55	0
28176	12/21/2010	LEYTON	Kimberly Leyton	1,215.00	0
28177	12/21/2010	MAKERS	Makers Architecture & Urban	1,540.00	0
28178	12/21/2010	MINUTE	Minuteman Press	73.37	0
28179	12/21/2010	NAPA	Genuine Parts Company/Issaquah	1,204.61	0
28180	12/21/2010	NAPA/RED	Napa Auto Parts Redmond	253.61	0
28181	12/21/2010	NELSONTR	Nelson Truck Equip Co Inc	672.82	0
28182	12/21/2010	OVERHEAD	Engineered Products	2,326.88	0
28183	12/21/2010	PLATEAU	Plateau Motors	465.38	0
28184	12/21/2010	POA	Pacific Office Automation	226.37	0
28185	12/21/2010	PSE	Puget Sound Energy	1,378.42	0
28186	12/21/2010	RAINIER	Rainier Wood Recyclers Inc	70.00	0
28187	12/21/2010	SAM	Sammamish Plateau Water Sewer	7,442.05	0
28188	12/21/2010	SB&MAC	Stewart Beall & MacNichols	2,680.00	0
28189	12/21/2010	SHANNONW	Shannon & Wilson Inc	6,220.59	0
28190	12/21/2010	STOECKL	Jane C. Stoecklin	110.00	0
28191	12/21/2010	TRIANGLE	Triangle Associates, Inc	3,561.71	0
28192	12/21/2010	UNITRENT	United Rentals NW, Inc	964.23	0
28193	12/21/2010	WATERSH	The Watershed Company	1,776.00	0
28194	12/21/2010	WAWORK	Washington Workwear Stores Inc	359.68	0
28195	12/21/2010	WESTERLU	Westerlund Excavation	3,494.43	0
28196	12/21/2010	WSDA	Wa State Dept of Agriculture	132.00	0
				142,236.19	
Check Total:					



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** December 30, 2010  
**RE:** Claims for January 4, 2011

		\$	48,231.83
			15,910.71
			1,487,151.80
	48,231.83	+	39,644.72
	15,910.71	+	96,593.05
	1,487,151.80	+	112,468.28
	39,644.72	+	
	96,593.05	+	
	112,468.28	+	
	1,800,000.39	*	

**TOTAL \$ 1,800,000.39**

Check # 28197 through # 28288

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/21/2010 - 9:17 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28197	12/21/2010	ANI	ANI Administrators NW Inc	1,901.99	0
28198	12/21/2010	CHAP13	Chapter 13 Trustee	1,100.00	0
28199	12/21/2010	ICMA401	ICMA 401	30,953.53	0
28200	12/21/2010	ICMA401x	ICMA401	4,735.64	0
28201	12/21/2010	ICMA457	ICMA457	9,540.67	0
				<u>48,231.83</u>	
Check Total:				<u>48,231.83</u>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/22/2010 - 2:38 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28202	12/23/2010	US BANK	U. S. Bank Corp Payment System	15,910.71	0
Check Total:				15,910.71	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/29/2010 - 11:33 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28203	01/04/2011	A&L	A&L Supply	6,142.83	0
28204	01/04/2011	ABC	ABC Special Event Rentals	321.26	0
28205	01/04/2011	ADOLFSON	ESA Adolfson	388.13	0
28206	01/04/2011	ADVANTAG	Advantage Building Services	9,702.06	0
28207	01/04/2011	ANI	ANI Administrators NW Inc	700.00	0
28208	01/04/2011	ARTECHE	Emily Arteche	15.03	0
28209	01/04/2011	AT&TMOBI	AT&T Mobility	249.32	0
28210	01/04/2011	ATWORK	At Work!	577.50	0
28211	01/04/2011	BACKGROU	Background Source Intl	8.00	0
28212	01/04/2011	BERGERPA	Berger Partnership	435.60	0
28213	01/04/2011	BRAUNS	Jeff Brauns	36.00	0
28214	01/04/2011	BRIM	Brim Tractor Co, Inc	53,311.50	0
28215	01/04/2011	CADMAN	Cadman, Inc.	1,555.91	0
28216	01/04/2011	CHANEY	Rebecca Chaney	643.50	0
28217	01/04/2011	CNA	CNA Surety	210.00	0
28218	01/04/2011	COMCAST2	COMCAST	99.95	0
28219	01/04/2011	DELL	Dell Marketing L.P.	1,976.48	0
28220	01/04/2011	ECO3	ECO3 Associates LLC	700.00	0
28221	01/04/2011	ESRI	ESRI, Inc.	41,056.20	0
28222	01/04/2011	EVANS	David Evans & Associates, Inc	4,219.25	0
28223	01/04/2011	EWINGIRR	Ewing Irrigation	1,080.18	0
28224	01/04/2011	HDFOWL	H. D. Fowler Company	1,352.87	0
28225	01/04/2011	HOPEFAM	Hopelink/Family Development	625.00	0
28226	01/04/2011	HOPEFAMI	Hopelink/Avondale Park	2,500.00	0
28227	01/04/2011	INDCOM	Industrial Communications LLC	273.75	0
28228	01/04/2011	ISSAQI	Issaquah Press, Inc.	885.00	0
28229	01/04/2011	ISSIGNS	Issaquah Signs	109.50	0
28230	01/04/2011	JAMES	John JAMES	107.50	0
28231	01/04/2011	JIANG	Irene Jiang	50.00	0
28232	01/04/2011	KINGDD	King County DDES	1,505.00	0
28233	01/04/2011	KINGFI	King County Finance A/R	25,882.97	0
28234	01/04/2011	KINGSH	King County Sheriff's Office	723,406.50	0
28235	01/04/2011	KIRTLEY	Kirtley Cole	527,926.69	0
28236	01/04/2011	LARIMER	Ellin Larimer	2,737.50	0
28237	01/04/2011	LPD	LPD Engineering PLLC	7,916.00	0
28238	01/04/2011	MINUTE	Minuteman Press	1,039.16	0
28239	01/04/2011	NWCASC	Northwest Cascade, Inc.	1,018.44	0
28240	01/04/2011	ODELL	Thomas Odell	2,972.87	0
28241	01/04/2011	PETITTI	Michele Petitti	373.32	0
28242	01/04/2011	PLATT	Platt Electric	7.08	0
28243	01/04/2011	PSE	Puget Sound Energy	3,938.97	0
28244	01/04/2011	PUGETSOU	Puget Sound Bank	25,259.65	0
28245	01/04/2011	QWEST	QWEST	268.73	0
28246	01/04/2011	REDEMERG	Redmond Emergency Services	1,512.50	0
28247	01/04/2011	ROTH	Roth Hill LLC	2,023.36	0
28248	01/04/2011	SAM	Sammamish Plateau Water Sewer	732.23	0
28249	01/04/2011	SEATIM	Seattle Times	419.03	0
28250	01/04/2011	SONG	Chun Song	33.00	0
28251	01/04/2011	SPRINT	Sprint	50.00	0
28252	01/04/2011	TCF	TCF Architecture	25,553.71	0

Check	Date	Vendor No	Vendor Name	Amount	
28253	01/04/2011	UNITRENT	United Rentals NW, Inc	742.77	0
28254	01/04/2011	YES	Youth Eastside Services	2,500.00	0
				<hr/>	
				<hr/>	
				Check Total:	
				1,487,151.80	
				<hr/>	
				<hr/>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/29/2010 - 3:58 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28255	01/04/2011	AADAMS	AAdams Tree Serivce	4,609.95	0
28256	01/04/2011	ABC	ABC Special Event Rentals	1,473.21	0
28257	01/04/2011	DAY	Day Wireless	43.68	0
28258	01/04/2011	ISD	Issaquah School District	284.76	0
28259	01/04/2011	ISSCITY	City Of Issaquah	7,702.17	0
28260	01/04/2011	ISSYOUTH	Issaquah Youth Lacrosse	9,415.63	0
28261	01/04/2011	KCRADIO	King Cty Radio Comm Svcs	378.57	0
28262	01/04/2011	LAKESIDE	Lakeside Industries	265.27	0
28263	01/04/2011	LWYS	Lake Wa Youth Soccer	1,180.00	0
28264	01/04/2011	PACCASCA	Pacific Cascade Lacrosse	50.00	0
28265	01/04/2011	PLATEAU	Plateau Motors	794.14	0
28266	01/04/2011	PSF	PSF Mechanical Inc	2,359.35	0
28267	01/04/2011	QWEST	QWEST	210.28	0
28268	01/04/2011	RED-E	Red-E Topsoil	4,090.00	0
28269	01/04/2011	ROSECITY	Rose City Label	197.01	0
28270	01/04/2011	SAM	Sammamish Plateau Water Sewer	1,067.81	0
28271	01/04/2011	SAMLITTL	Sammamish Little League	80.00	0
28272	01/04/2011	SAMROTAR	Sammamish Rotary Foundation	150.00	0
28273	01/04/2011	SEQUOYAH	Sequoyah Electric, LLC	1,922.45	0
28274	01/04/2011	SUNBELT	Sunbelt Rentals	454.60	0
28275	01/04/2011	UNITRENT	United Rentals NW, Inc	1,915.84	0
28276	01/04/2011	WSWSA	Wa State Women's Soccer Assoc	1,000.00	0

Check Total:

39,644.72

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/29/2010 - 4:39 PM

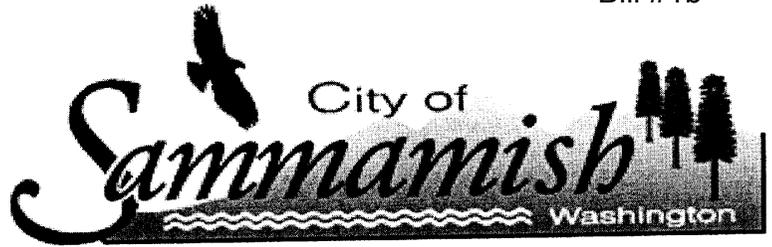


Check	Date	Vendor No	Vendor Name	Amount	Voucher
28277	01/04/2011	AWC	Association of Wa Cities	27,783.00	0
28278	01/04/2011	FRANCO2	U. S. Postal Service/ Francotyp-Postal	2,500.00	0
28279	01/04/2011	KINGFI	King County Finance A/R	3,600.00	0
28280	01/04/2011	NLCMEMBE	NLC Membership	3,258.00	0
28281	01/04/2011	NWWeath	NW Weathernet	302.00	0
28282	01/04/2011	PSCLEAN	Puget Sound Clean Air Agency	26,966.00	0
28283	01/04/2011	SAMCHAMB	Sammamish Chamber of Commerce	550.00	0
28284	01/04/2011	SEATIM	Seattle Times	59.80	0
28285	01/04/2011	SPRING	Springbrook Software, Inc.	27,825.25	0
28286	01/04/2011	SYMPRO	Sympro, Inc	3,749.00	0

Check Total:

96,593.05

Accounts Payable  
Computer Check Register



User: mdunham  
Printed: 12/30/2010 - 9:11AM  
Bank Account: APPR  
Batch: 012.12.2010

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28287	CECCANTI	Ceccanti, Inc	1/4/2011		
				17	3,398.08
				17	-4,247.59
				17	81,553.80
Check 28287 Total:					80,704.29
28288	PREMIUM	Premium Construction Group	1/4/2011		
				11	31,763.99
Check 28288 Total:					31,763.99
Report Total:					112,468.28



# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 21, 2010

**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 checked="" type="checkbox"/> Public Works

**Subject:** Resolution: Final Plat of the second phase of Trossachs Division 14 to create 56 lots

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

**Exhibits:**

1. Draft Resolution
2. Hearing Examiner Decision
3. Matrix showing plat conditions and responses
4. Map of Final Plat

**Budget:** N/A

**Summary Statement:**

The developer of the Trossachs development is seeking to record the next phase of Trossachs, now known as Trossachs Division 14.

**Background:**

*Description:*

The proposed final plat of Trossachs Division 14 is a portion of the subdivision processed at preliminary plat as Trossachs Division 13 subdivision, which authorized the eventual creation of 160 lots. The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on May 24, 2007. The Hearing Examiner approved the phased development of this subdivision; the first phase was recorded as Trossachs Division 13 and created 28 lots. This second phase, Trossachs Division 14, and the proposed 56 lots are consistent with the approved phasing.

The subdivision application is vested to the City of Sammamish Municipal Code in effect on August 12, 2005 per a settlement agreement. The City of Sammamish Hearing Examiner approved the preliminary plat on May 24, 2007 subject to conditions of approval. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat construction and clear and grade permit BLD2007-000460. The improvements have been substantially completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below).

The area of the site currently being subdivided is zoned Residential, 4 units per acre (R-4) and 6 units per acre (R-6); the remainder of the site is zoned Residential, 4 units per acre (R-4). The subject site is



## City Council Agenda Bill

---

constrained by on-site wetland areas, which will be located in a separate critical areas tract. Access to the first phase of development on the site is via Trossachs Boulevard SE.

*Performance Bond:*

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$691,286.90.

*Landscaping Bond:*

The applicant has posted a street landscaping performance bond in the amount of \$22,534.36, a tree retention bond of \$11,975.60, and a pond landscaping performance bond in the amount of \$45,395.84.

*Critical Areas Bonding:*

Not applicable. There are no proposed impacts to critical areas requiring bonding.

*Transportation Mitigation Fees:*

The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of \$700,000.00 per the addendum to the settlement agreement. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

*School Mitigation Fees paid to the City of Sammamish:*

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$93,744.50 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

**Financial Impact:** N/A

**Recommended Motions:** Approve the 56-lot Trossachs Division 14 subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2011-\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO  
THE PLAT OF TROSSACHS DIVISION 14**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Trossachs Division 14 Subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the second phase (56-lot) plat of the Trossachs Division 14 subdivision, formerly known as Trossachs Division 13;

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

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

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of May 27, 2007 for the preliminary plat of Trossachs Division 13.

Section 2. Grant of Approval. The City Council hereby grants final approval to the first phase (56-lots) of the Trossachs Division 14 plat, which was formerly known as Trossachs Division 13.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 4<sup>th</sup> DAY OF JANUARY 2011.**

CITY OF SAMMAMISH

---

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

---

Melonie Anderson, City Clerk

Approved as to form:

---

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 23, 2010  
Passed by the City Council:  
Resolution No.:

**BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH**

<b>Application of The Trossachs Group for</b> )	<b>File No. PLN2006-00014</b>
<b>Approval of the Preliminary Plat of</b> )	<b>FINDINGS OF FACT</b>
<b>Trossachs 13; SEPA Appeals of Eric</b> )	<b>CONCLUSIONS OF LAW</b>
<b>Alcorn et al and Kenneth Sprick et al</b> )	<b>AND DECISIONS</b>

**DECISIONS**

**The appeal of Eric Alcorn et al is granted. Lot 50 will be developed as an open space area as has been done in similar situations in Trossachs 12.**

**The appeal of Kenneth Sprick et al is denied.**

**The preliminary plat of Trossachs 13 is approved, subject to conditions as set forth in Attachment B.**

**INTRODUCTION**

The application of The Trossachs Group (Applicant) for approval of the preliminary plat of Trossachs 13, together with the SEPA appeals of the above captioned individuals, came on for hearing before Gordon F. Crandall, Hearing Examiner on April 19, 2007 at 7:00 pm. The hearing was held at Beaver Lake Lodge. Evan Maxim, Senior Planner, presented the Staff Recommendation to the Hearing Examiner. Bill Dunlap and Duana Koloušková, attorney, represented Applicant. The SEPA Appellant's appeared pro se.

Testifying under oath were:

## Exhibit 2

Evan Maxim	Senior Planner
Steve Hartwig	City Engineer
Bill Dunlap	Trossachs 13
Michael Thompson	SEPA Appellant
Eric Alcorn,	SEPA Appellant
Stefanie Olson	SEPA Appellant
Cynthia Sprick	SEPA Appellant
Ken Sprick	SEPA Appellant
Bryan Jensen	SEPA Appellant
Christine Jensen	SEPA Appellant
Vince Gaglia	Traffex
Eugene Harrell	Lot 37, Aldarra
Alex Llana	Lot 43, Aldarra

The following exhibits were offered and admitted:

1. Staff Report
2. City's proposed amendments
3. Development site plan set, received 3/1/07
4. Settlement agreement and addendum
5. Jeff and Elisabeth Chachka comment letter
6. Packet, email comment letter received
7. Mitigated Determination of Non-Significance
8. State Environmental Policy Act Report
9. Environmental Checklist
10. City's request for information, 4/19/06
11. Applicant's response letter, 7/14/06
12. King County email, 4/10/07
13. Certificate of Concurrency
14. Request for School District Information and Review
15. Parcel map, (park at 270<sup>th</sup> Lane SE & SE 13<sup>th</sup>)
16. Photograph, Lot 50, division 13
17. Photograph, park at 270<sup>th</sup> Lane SE & SE 13<sup>th</sup> St.
18. Photograph, retaining wall and existing path, lot 60, division 12
19. Photograph, lot 59, division 12, property line

20. Photograph, lot 61, division 12, property line
21. Dunlap proposal, lots 49-57
22. Applicant's response to appeals
23. Photograph, Ken & Cynthia Sprick, looking west
24. King County iMap, Sprick & Jenson
25. Aldarra Notice on Title
26. Cynthia Sprick testimony and insurance quote
27. Applicant's additional traffic count and peak hour summary, 247<sup>th</sup> Place SE & Issaquah Fall City Road

The hearing adjourned at 9:45 pm.

Following the hearing the Examiner visited the site twice to better understand the testimony.

#### **FINDINGS OF FACT**

1. The Trossachs Group (Applicant) proposes to develop a 63.21 acre site east of Trossachs Boulevard between SE 13<sup>th</sup> Street and Cascade Elementary School into 160 residential lots. The site is essentially vacant and is heavily wooded with wetlands, streams and associated buffers. The project would be constructed in two phases, with 81 lots to be developed in the northerly part of the site first and the remaining 79 lots later in the southern portion.
2. The site is designated in the Sammamish Comprehensive Plan for urban residential uses with four dwelling uses per acre. Most of the site is zoned R-4 and a small portion (5.24 acres) is zoned R-6. Nearby sites are also zoned R-4 and R-6. The properties to the east are in unincorporated King County and are developed as the Aldarra Estates community. A large stormwater detention pond lies along the east boundary of the site which serves other Trossachs divisions and which will be deepened on the west side to accommodate stormwater from this subdivision.
3. There are several wetlands on the site which will be enclosed in sensitive area tracts, with required buffers.
4. There are 2,391 trees on the site, and the Sammamish Municipal Code requires retention of 25% of the existing significant trees. Applicant proposes to retain 23.5% of the trees, and must replace the deficiency at a ratio between 4:1 and 8:1. The specific amount of trees to be replaced will be determined during site construction.
5. A determination of non significance (DNS) was issued for the proposal on March 21, 2007. There were two appeals of the DNS:

Eric Alcorn and Stefanie Olson and four other couples who own lots 58-62 in Trossachs Division 12 appealed the DNS on grounds that development of lot 50 of Trossachs 13 as proposed would result in a loss of privacy and pedestrian safety from a retaining wall adjacent. They request that lot 50 be left as an open green area with a natural path, which would lead pedestrians into the nearby wetland area. Trossachs 13 offered to reconfigure the lot to avoid the proximity to lots 58-62. See exhibit 21. Appellants contend that by placing a residence on lot 50 at a 90 degree angle to their rear yards will compromise the privacy of their homes.

Kenneth and Cynthia Sprick and Brian and Christine Jensen, who live at 2022 & 2034 277<sup>th</sup> Avenue SE in Aldarra Estates appealed the DNS on grounds that expansion of the stormwater detention pond would negatively impact their homes during construction and long term, due to the aesthetic conditions of the pond. They expect that mosquitoes now hatched in the existing pond will increase, that the majority of vegetation outside the sensitive areas will be removed which will affect the view from their homes, that Applicant has not proposed to do anything to preserve or enhance conditions for wildlife, that grading during the dry months will create dust, that trails will be in sensitive areas, and that an increase of 1,625 vehicle trips per day will impact traffic conditions at all hours of the day. Appellants ask that Applicant retain a natural buffer of mature existing trees along the ridge of the detention pond, that the detention pond required for Trossachs 13 be constructed within the proposed plat instead of increasing the capacity of the existing pond, and that additional landscaping be placed along the east side of the pond to obscure Trossachs 13 from view. Appellants also ask that Applicant adequately rectify the “clear detrimental effect (financial) of [the] proposed construction to certain residence/property owners of Aldarra Estates” and address the environmental concerns of mosquitoes caused by enlargement of the detention pond.

6. The proposed development is expected to generate an average of 1,531 vehicle trips per day, with 120 in the AM peak hour and 162 in the PM peak hour. A certificate of concurrency was issued for the proposal on April, 20, 2006, based upon traffic mitigation which includes \$42,612.64 for additional capacity for North Spar Road, \$11,749.99 for East Lake Sammamish Parkway improvement, \$19,214.99 for Front Street in Issaquah, \$237,911.81 for traffic improvements at East Lake Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266<sup>th</sup> Way SE. In addition, Applicant will improve the intersection of Duthie Hill Road and Trossachs Boulevard with signalization or other method approved by the City’s Public Works Department.
7. Applicant will provide approximately 214,728 square feet (4.92 acres) of open space and park area, which will satisfy the City’s requirements for such space. In addition, Applicant will install the “Trossachs 13 slope landscape buffer” to improve the aesthetic vista of the project. Applicant will also provide a trail in the project that will be constructed within the City’s Trails, Bikeways and Paths plan.

8. Children who walk to elementary school will have sidewalks to gain access to Cascade Elementary school. Middle and high school children will be provided with frontage improvements which will be safe waiting areas for school buses at yet to be determined locations.
9. Applicant will pay impact fees for parks, schools and traffic at rates in effect when building permits are obtained.
10. Water and sewer services are available for the site, as are all other necessary utilities.
11. Any conclusion of law found to be a finding of fact is adopted as such.

### **CONCLUSIONS OF LAW**

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.
2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

The proposed subdivision and dedication shall not be approved unless the city, town or legislative body makes written findings that:

a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

3. SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

The proposed plat and its ultimate use must be in the best interest of the public interest and the neighborhood development of the area. 19.20.040

Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050

The streets of a subdivision must be connected by surfaced roads to an existing dedicated street. 19.20.090

Right of way needed for the City's street pattern shall be dedicated to the City, 19.20.100

Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred.

4. The appeal of Earl Alcorn et al should be granted. A visual inspection of the relationship between Appellants' homes and Lot 50 of Trossachs 13 persuades the Examiner that a residence on lot 50 at right angles to Appellants' lots would be incompatible with Appellants' home sites and would compromise the privacy that they should have. A comparable situation in Trossachs 12 was solved by providing a grassy triangle which preserved the privacy of lots on either side of the open space. Applicant's proposal to narrow Lot 50 would be an inadequate solution to Appellants' privacy concerns. Leaving this area in open space will also provide more room for the pedestrian trail which leads to the adjacent wetland.

5. The appeal of Kenneth Sprick et al should be denied. The problem of whether to enlarge the existing pond or construct an additional pond within Trossachs 13 was technical in nature. A second pond would involve more water surface with increased breeding grounds for mosquitoes. Deepening the

existing pond would be preferable in this regard. The increased capacity will be only 15 to 20 percent, not 50 percent as alleged by Appellants.

Construction work at the pond was done in accordance with Department of Ecology standards, and the construction of additional capacity must be done in accordance with those standards as well. King County maintains all detention ponds in Sammamish under a contract with the City. Appellants' requests for a buffer of mature trees along the west ridge of the pond and additional landscaping along the east side should be denied. Appellants' home are below the level of the berm that forms the east side of the pond and such landscaping would not be of sufficient benefit to justify the cost and loss of lot area. In addition, plantings in the berm of the pond are discouraged by Ecology as possibly weakening the berm. Finally, Applicant has no responsibility to "rectify" the detrimental effects of their plat so long as it is constructed in accordance with established land use regulations. Traffic issues have been adequately mitigated in the conditions.

6. The Examiner is not satisfied from the evidence that the existence of the pond has anything to do with the wet soil in lots in Aldarra Estates.

7. The preliminary plat of Trossachs 13 should be approved subject to conditions including a requirement that Lot 50 be eliminated as a residential building site. and instead developed as a grassy open space. .

8. . Any finding of fact deemed to be a conclusion of law is adopted as such.

## DECISIONS

**The appeal of Eric Alcorn et al is granted. Lot 50 will be developed as an open space area as has been done in similar situations in Trossachs 12.**

**The appeal of Kenneth Sprick et al is denied.**

**The preliminary plat of Trossachs 13 is approved, subject to conditions as set forth in Attachment B.**

DONE this 24th day of May, 2007

A handwritten signature in cursive script that reads "Gordon F. Crandall".

Gordon. F. Crandall

Hearing Examiner

Attachment A

Site Plan

Attachment B

Conditions of Approval

### **RECONSIDERATION**

Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

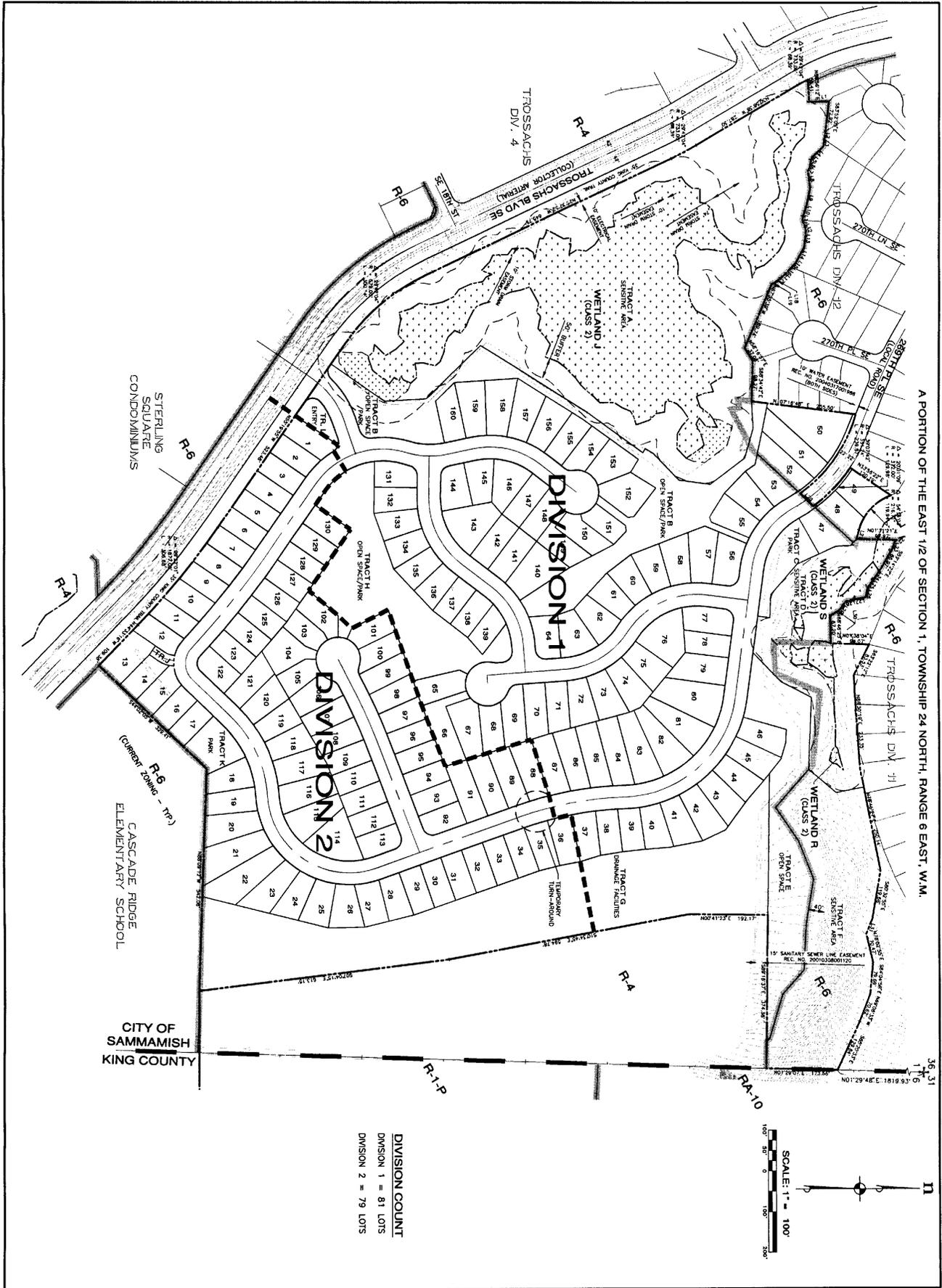
1. The action was based in whole or in part on erroneous facts or information;
2. The action when taken failed to comply with existing laws or regulations applicable thereto;
3. An error of procedure occurred which prevented consideration of the interest of persons directly affected by the action.

The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner.

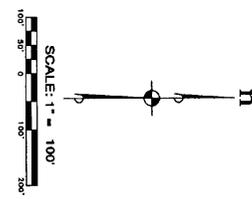
### **NOTICE OF RIGHT OF APPEAL**

This is a type 3 land use decision pursuant to SMC 20.05.020. Any person with standing to do so, may appeal the decision of the Hearing Examiner by filing a Land Use Petition in the King County Superior Court. Such a petition will be timely if filed with the Court Clerk and served on all parties within twenty-one days of the issuance of the decision. See: RCW 36.70C

Plot# 2/29/2007 1:16 PM File: \\sams\1\GIS\13\13-0001\0001\0001\13-10.dwg



A PORTION OF THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.



DIVISION COUNT  
 DIVISION 1 = 81 LOTS  
 DIVISION 2 = 79 LOTS

<p>1 of 1 SHEETS</p>	<p><b>THE TROSSACHS GROUP</b></p> <p><b>TROSSACHS 13</b></p> <p>SUBDIVISION PLAN</p> <p>WASHINGTON</p>	<p><b>ESM CONSULTING ENGINEERS, LLC</b></p> <p>33915 1st Way South Federal Way, WA 98003</p> <p>www.esmcivil.com</p> <p>Civil Engineering Public Works</p> <p>Land Surveying Project Management</p> <p>Planning Landscape Architecture</p>	<p>NO. 13-10</p> <p>DATE: 02-28-07</p> <p>PROJECT: TROSSACHS 13</p> <p>SCALE: 1" = 100'</p>
	<p>CITY OF SAMMAMISH</p>	<p>NO. 13-10</p> <p>DATE: 02-28-07</p> <p>PROJECT: TROSSACHS 13</p> <p>SCALE: 1" = 100'</p>	<p>NO. 13-10</p> <p>DATE: 02-28-07</p> <p>PROJECT: TROSSACHS 13</p> <p>SCALE: 1" = 100'</p>

The Applicant shall comply with the following condition/s:

**General Conditions:**

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on August 12, 2005, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;
5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;
6. The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 through 6 by ESM Consulting, received March 1, 2007, together with the proposed landscaping plan sheets L1-L4, dated July 14, 2006 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner;
7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;
8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages;
9. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;
10. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified

by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group;

11. Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50;

12. The applicant may propose phased development and recording of the subject site, consistent with the proposed phasing plan by ESM, received March 27, 2007; phased development and recording of the subject site shall be subject to the City's review and approval to ensure consistency with the overall subdivision approval and applicable regulations;

13. Per the SEPA Mitigated Determination of Non-Significance on March 21, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation:

a. Traffic Impacts identified within the City of Issaquah:

i. North SPAR road:  $\$7,018,553.00$  City Share / 5600 trips additional capacity =  $\$1,253.31$  / trip x 34 project trips =  $\$42,612.64$

ii. East Lake Sammamish Parkway Improvements (SE 56th to I-90):  $\$2,350,000$  City Share x 0.2 / 1400 trips additional capacity =  $\$335.71$  / Trip x 35 Project Trips =  $\$11,749.99$

iii. Front Street I-90 Off ramp Three Lane Project:  $\$1,345,000.00$  City share / 1400 trips additional capacity =  $\$960.71$  / Trip x 20 Project Trips =  $\$19,214.29$

Total Voluntary Mitigation (a-c) =  $73,576.92$  / 160 lots = 459.86 per lot, payable at issuance of building permits.

b. To facilitate traffic Improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE, the applicant has agreed to pay  $\$232,911.81$ . The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14.

c. Applicant shall comply with the "Trossachs 13 Slope Landscape Buffer" prepared by ESM Consulting Engineers, LLC, dated February 14, 2007 and received via email on February 16, 2007, provided that trees retained within the "undisturbed areas" may be limbed or pruned under the supervision of a certified arborist to allow for the creation of view corridors. The proposed landscaping enhancement shall be installed and maintained for five years from the date of installation. Proposed landscaping shall be subject to the bonding requirements of Sammamish Municipal Code 27A.

d. Intersection of Duthie Hill Rd and Trossachs Blvd: The Developer shall improve the intersection with signalization or other method approved by the Public Works Department. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement.

**Prior to Construction:**

14. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;
15. City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction;
16. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;
17. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;
18. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;
19. The proposed trail improvements along Trossachs Boulevard shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30;
20. The applicant shall obtain any required approvals from King County Parks for installation of the proposed trail improvements along Trossachs Boulevard. In the event that such approvals cannot be obtained, the City may approve a different trail alignment or waive the requirement for installation of the trail;
21. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;
22. Replacement trees for the 1.5% (i.e. 32 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240;  
Prior to recording:
23. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;

24. Prior to final plat recording, the trail improvements along Trossachs Boulevard shall be built and approved by the City or bonded for consistent with SMC 27A;
25. The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee;
26. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;
27. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number;
28. The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements;
29. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-03 for a Collector Arterial, and the City of Sammamish Trails, Bikeways and Paths Plan are required along Trossachs Blvd SE. 22-ft of asphalt shall be required from the ROW centerline to new face of curb;
30. Unless otherwise approved by the City, half street frontage improvement on Trossachs Blvd shall include a minimum 22-ft of asphalt from the ROW centerline, which will allow for a 12 foot wide left turn pocket;
31. Unless otherwise approved by the City, a center median will be required along the development frontage on Trossachs Blvd;
32. Unless otherwise approved by the City, all internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05. The Public Works Director and the City Engineer have approved a variation on the paved width. 28-ft paved section is acceptable with no parking sign on one side;
33. Unless otherwise approved by the City, the Entrance Road shall be consistent with a local road standard per PWS Table 1 and PWS Figure 01-05, with the centerline aligned with the existing condominium entrance on opposite side of road;

34. Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs;
35. All proposed cul-de-sacs should be designed per Interim PWS.13.15.120 and Figure 02-33;
36. Tract J shall be improved as a joint use driveway per PWS.15.170 for direct access for Lots 13 and 14 only;
37. The Fire Marshall shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance;
38. All new utility installation serving the subdivision within plat or along the frontage shall be underground;
39. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;
40. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;
41. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;
42. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;
43. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.
44. Street trees shall be provided per City of Sammamish Interim PWS.15.520;
45. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;

46. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval;
47. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination along Trossachs Blvd shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development;
48. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;
49. Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt;

Conditions to appear on the face of the final plat:

50. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."
51. "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."
52. "No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws";
53. The Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat;

54. “Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, D, E, F, H, I, and K shall be the responsibility of the Home Owners Association”;

55. “Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240”;

56. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;

57. “The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee”;

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

59. “Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit”.

60. “Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.”; and,

61. “Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians”;

62. The area identified as Lot 50 shall be developed as an open grassy area. Lot 50 may be relocated elsewhere in the plat if possible, subject to City approval.



Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
1	Per RCW 58.17.170 the Application shall comply with all county, state and federal rules and regulations in effect on August 12, 2005, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.	To the best of our knowledge, this final plat complies with the county, state and federal rules and regulations that were in effect on August 12, 2005.	
2	Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code.	The preliminary plat was approved on May 24, 2007. It is our intent to have the final plats recorded within the allowable time period. Should any portion of the preliminary plat not be platted by May 24, 2012, an extension will be requested.	
3	All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received.	The preliminary decision is now in effect and a clear and grade permit (B07-00490) was issued by the city on August 14, 2007.	
4	Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations.	A clear and grade permit (B07-00490) was issued by the city on August 14, 2007.	
5	The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application.	The site plans for individual building permit applications shall contain lot widths and setbacks as vested at the time of preliminary plat application or per the administrative adjustment of setbacks approved by the city. This is also noted on the final plat - See note titled: "Setbacks – Projects and Structures Allowed" on Sheet 2 of 8 of the final plat.	
6	The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 through 6 by ESM Consulting, received March 1, 2007, together with the proposed landscaping plan sheets L1-L4, dated July 14, 2006 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner.	The lot configuration for this final plat is in substantial conformance with the site plan as submitted on March 1, 2007 and the landscaping plans dated July 14, 2006.	
7	A homeowners association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.	This plat shall be incorporated into the existing Trossachs Division 1 Homeowners Association. A draft of the proposed amendment to the CCR's has been provided.	
8	Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages.	Street trees are shown on the landscaping plans which are included in the Road, Grading and Storm Drainage Plans for Trossachs Division 13 as approved by the City of Sammamish on August 14, 2007. Construction will be according to the approved plans.	
9	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure.	Any required improvements not installed at the time of the recording of the final plat will be covered by a bond as specified for plats in SMC 19.60, Subdividing Procedure.	
10	The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group.	This condition has been noted and will be complied with. Additionally, this appears as a note on the final plat - See Note 9 on Sheet 3 of 8.	
11	Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50.	There are no critical areas within the limits of this plat.	
12	The applicant may propose phased development and recording of the subject site, consistent with the proposed phasing plan by ESM, received March 27, 2007; phased development and recording of the subject site shall be subject to the City's review and approval to ensure consistency with the overall subdivision approval and applicable regulations.	Phasing was approved and this plat is the next phase of lots included in the preliminary plat approved as Trossachs Division 13.	

Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
13	Per the SEPA Mitigated Determination of Non-Significance on March 21, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation:		
A.	Traffic impacts indentified within the City of Issaquah: I. North Spar Road: \$7,018,553.00 City Share / 5600 Trips Additional Capacity = \$1,253.31 / Trip X 34 Project Trips = \$42,612.64 II. Eastlake Sammamish Parkway Improvement (SE 56th to I-90): \$2,350,000 City Share X 0.2 / 1400 Trips Additional Capacity = \$335.71 / Trip X 35 Project Trips = \$11,749.99 III. Front Street I-90 Off Ramp Three Lane Project: \$1,345,000 City Share / 1400 Trips Additional Capacity = \$960.71 / Trip X 20 Project Trips = \$19,214.29 Total Voluntary Mitigation (a-c) = \$73,576.92 / 160 lots = \$459.86 per lot, payable at the issuance of building permits.	Traffic impacts are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 18 on Sheet 3 of 8.	
B.	To facilitate traffic improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE, the applicant has agreed to pay \$232,911.81. The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14.	Traffic impacts are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 19 on Sheet 3 of 8.	
C.	Applicant shall comply with the "Trossachs Division 13 Slope Landscape Buffer" prepared by ESM Consulting Engineers LLC, dated February 14, 2007 and received via email on February 16, 2007. Provided that trees retained within the "undisturbed area" may be limbed or pruned under the supervision of a certified arborist to allow for the creation of view corridors. The proposed landscaping enhancement shall be installed and maintained for five years from the date of installation. Proposed landscaping shall be subject to the bonding requirements or Sammamish Municipal Code 27A.	Note 8 on Sheet 3 of 8 addresses retained trees. Landscaping enhancement has been installed and will be maintained as required. A landscape bond quantity worksheet was submitted to the City with the re-submittal of the final plat.	
D.	Intersection of Duthie Hill Rd and Trossachs Blvd: The Developer shall improve the intersection with signalization or other method approved by the Public Works Department. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement.	The signal has been installed.	
14	All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
15	City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction.	A clear and grade permit (B07-00490) was issued by the city on August 14, 2007.	
16	Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height.	No walls more than 6 feet in height exist within this plat.	
17	All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13, including temporary erosion and sediment control (TESC) plans, were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
18	Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.	Sheet 14 of 68 of the Road, Grading and Storm Drainage Plans for Trossachs Division 13 contains the current City notes. With the approval of the plans on August 14, 2007, this condition is deemed to have been met.	
19	The proposed trail improvements along Trossachs Boulevard shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30.	See No. 20 below.	

Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
20	The applicant shall obtain any required approvals from King County Parks for installation of the proposed trail improvements along Trossachs Boulevard. In the event that such approvals cannot be obtained, the City may approve a different trail alignment or waive the requirement for installation of the trail.	King County will not issue a permit for the construction of the trail. The City and the applicant have agreed to defer installation of the trail to a subsequent phase of the development as indicated in an email dated July 22, 2009 from the applicant (Mike Miller) - copy of email was provided to the City with the re-submittal of the final plat. The substance of said agreement appears as a note on the final plat - See Note 20 on Sheet 3 of 8.	
21	Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit.	A tree retention plan is a component of the Road, Grading and Storm Drainage Plans for Trossachs Division 13 which were approved by the City of Sammamish on August 14, 2007. Trees to be protected are shown on the final plat as well.	
22	Replacement trees for the 1.5% (i.e. 32 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240.	A tree retention plan is a component of the Road, Grading and Storm Drainage Plans for Trossachs Division 13 which were approved by the City of Sammamish on August 14, 2007. Replacement to be according to the approved plans.	
23	If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.	All parties listed in the title insurance company's plat certificate as having an ownership interest will sign on the dedication for the final plat.	
24	Prior to final plat recording, the trail improvements along Trossachs Boulevard shall be built and approved by the City or bonded for consistent with SMC 27A.	See No. 20 above.	
25	The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee.	School impact fees are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 10 on Sheet 3 of 8.	
26	The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.	The requested certification will be provided prior to the approval of the final plat. The water main is currently being constructed, and will be certified by the District when completed.	
27	Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number.	Required temporary signage will be placed prior to the recording of the final plat. Permanent signs will be placed upon completion of sidewalk installation.	
28	The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements.	The City has reimbursed the Developer all proportionate share dollars for the intersection improvement.	
29	Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-03 for a Collector Arterial, and the City of Sammamish Trails, Bikeways and Paths Plan are required along Trossachs Blvd SE. 22-ft of asphalt shall be required from the ROW centerline to new face of curb.	The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
30	Unless otherwise approved by the City, half street frontage improvement on Trossachs Blvd shall include a minimum 22-ft of asphalt from the ROW centerline, which will allow for a 12 foot wide left turn pocket.	The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. The plans include the required 22-feet of asphalt and left turn pocket. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
31	Unless otherwise approved by the City, a center median will be required along the development frontage on Trossachs Blvd.	The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. The plans include the required center median. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	

Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
32	Unless otherwise approved by the City, all internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05. The Public Works Director and the City Engineer have approved a variation on the paved width. 28-ft paved section is acceptable with no parking sign on one side.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
33	Unless otherwise approved by the City, the Entrance Road shall be consistent with a local road standard per PWS Table 1 and PWS Figure 01-05, with the centerline aligned with the existing condominium entrance on opposite side of road.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
34	Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs.	The approved landscaping plans include the City's standard detail for street trees and root barrier.	
35	All proposed cul-de-sacs should be designed per Interim PWS.13.15.120 and Figure 02-33.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
36	Tract J shall be improved as a joint use driveway per PWS.15.170 for direct access for Lots 13 and 14 only.	Tract K of this plat is a private road providing access to Lots 4, 5 and 6. Note 3 on Sheet 3 of 8 addresses ownership and maintenance of said tract.	
37	The Fire Marshal shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance.	The fire marshal has approved the hydrant locations. The permanent and temporary turn arounds are 48 feet in diameter per the City Standards. As the clear and grade permit (B07-00490) was issued by the city on August 14, 2007, this condition is deemed to have been satisfied.	
38	All new utility installation serving the subdivision within plat or along the frontage shall be underground.	This condition has been noted and is being complied with. Additionally, the Public Utility Easement Provisions Note on Sheet 2 of 8 states that utilities are to be underground.	
39	All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.	Each utility company working within this plat has a history of utility installation within the City. It is assumed that there are appropriate franchise agreements with the City.	
40	Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements.	The recreational open space was included in the Road, Grading and Storm Drainage Plans for Trossachs Division 13 as approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
41	Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
42	Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.	The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
43	As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.	The roof drains for the 56 lots contained within this final plat are to be connected to the storm drainage system as shown on the approved plans. A note is included on each of the Plan/Profile sheets of the approved construction plans. Additionally, Note 5 on Sheet 3 of 8 of the final plat addresses this requirement.	
44	Street trees shall be provided per City of Sammamish Interim PWS.15.520.	Street trees are shown on the landscaping plans which are included in the The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	

Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
45	Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat.	There are no recreational improvements proposed within Tracts H and I that would require installation or a bond to be posted prior to the recording of the final plat.	
46	The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval.	Landscaping plans are included in the Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans.	
47	All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination along Trossachs Blvd shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.	Illumination is included in the Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. The HOA is responsible for payment of electrical power for street lighting - - See Note 16 on Sheet 3 of 8.	
48	Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.	Trees to be retained were identified on the tree retention plan which is a component of the Road, Grading and Storm Drainage Plans for Trossachs Division 13 which were approved by the City of Sammamish on August 14, 2007. Trees to be protected are shown on the final plat as well. Trees have not been tagged and are not referenced on the plat by a tag number. There are no protected trees within the lots created by this plat. Tracts H and J do contain protected trees as noted in Note 2 on Sheet 3 of 8. The remainder of the protected trees fall in the future development tract and will be addressed with subsequent platting of said tract.	
49	Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt.	All public stormwater facilities shall be constructed and in full operation prior to final plat approval, with the exception of the final lift of asphalt.	
<b>Conditions to appear on the face of the final plat:</b>			
50	<i>Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."</i>	Condition shown on the final plat as Note 4 on Sheet 3 of 8.	
51	<i>"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."</i>	Condition shown on the final plat as Note 5 on Sheet 3 of 8.	
52	<i>"No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws".</i>	Condition shown on the final plat as Note 6 on Sheet 3 of 8.	
53	The Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	Condition shown on the final plat as Note 7 on Sheet 3 of 8.	
54	<i>"Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, D, E, F, H, I, and K shall be the responsibility of the Home Owners Association".</i>	Condition shown on the final plat as Note 2 on Sheet 3 of 8.	
55	<i>"Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240".</i>	Condition shown on the final plat as Note 8 on Sheet 3 of 8.	

Exhibit 3

**Trossachs Division 14 Final Plat Compliance Matrix - Responses to Hearing Examiner Conditions of Approval**

City of Sammamish File No. PLN2006-00014

Date: November 30, 2010



No.	Condition	Explanation of Compliance by Applicant	City of Sammamish Comments
56	The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.	Condition shown on the final plat as Note 9 on Sheet 3 of 8.	
57	<i>"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee".</i>	Condition shown on the final plat as Note 10 on Sheet 3 of 8.	
58	<i>"The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee".</i>	Condition shown on the final plat as Note 11 on Sheet 3 of 8.	
59	<i>"Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit".</i>	Condition shown on the final plat as Note 12 on Sheet 3 of 8.	
60	<i>"Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation."</i>	Not applicable to this final plat.	
61	<i>"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians".</i>	Condition shown on the final plat as Note 13 on Sheet 3 of 8.	
62	The area identified as Lot 50 shall be developed as an open grassy area. Lot 50 may be relocated elsewhere in the plat if possible, subject to City approval.	This area is that portion lying westerly of Lot 40 as depicted herein. This portion has been incorporated in Tract H which for recreational space and open space purposes.	



# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## LEGAL DESCRIPTION

TRACT Z, TROSSACHS DIVISION 13, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 253 OF PLATS, PAGES 71 THROUGH 76, UNDER RECORDING NO. 20091203000078, IN KING COUNTY, WASHINGTON.

## EASEMENT NOTES

### PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE REGIONAL TELEPHONE PROVIDER, REGIONAL CABLE TELEVISION PROVIDER, PUGET SOUND ENERGY, SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, THE CITY OF SAMMAMISH, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND OTHER UTILITY PROVIDERS UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJOINING THE FRONTAGE OF ALL STREETS DEDICATED AS A PART OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WATER SYSTEM FACILITIES, SEWER SYSTEM FACILITIES, ROAD AND SIDEWALK IMPROVEMENTS, STORM SEWER FACILITIES, UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, GAS, WATER, SEWER AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS OF ALL ITEMS FOR THE PURPOSE HEREIN STATED.

IN ADDITION TO THE BENEFICIARIES STATED ABOVE, THE UNDERLYING PROPERTY OWNERS ADJACENT TO SAID STRIPS SHALL HAVE THE RIGHT TO ENTER SAID STRIP TO PERFORM MAINTENANCE, REPAIR OR REPLACEMENT OF SANITARY SEWER SERVICE LINES, PRIVATE STORM DRAINAGE LINES, AND WATER SERVICE LINES, FROM WHICH SAID PROPERTY OWNERS DIRECTLY BENEFIT, IN THE ORIGINAL "AS CONSTRUCTED" LOCATION.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY SAID ENTERING ENTITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

### SAMMAMISH PLATEAU WATER & SEWER DISTRICT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "PUBLIC UTILITY EASEMENT" AND DESCRIBED BELOW:

- PORTION OF LOTS AND TRACTS AS DEPICTED HEREIN ADJOINING RIGHT OF WAY TO BE DEDICATED UPON THE RECORDING OF THIS PLAT
- EXTERIOR 10 FEET OF LOTS 4, 5 AND 6 ADJOINING TRACT K AS DEPICTED HEREIN
- ENTIRETY OF TRACT K

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

### PRIVATE DRAINAGE EASEMENT PROVISIONS

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 10 FEET IN WIDTH, ALONG ALL FRONT PROPERTY LINES, 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT, INCLUDING THE OWNER OF THE LOT ON WHICH SAID EASEMENT(S) ARE LOCATED. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

### PRIVATE DRAINAGE EASEMENT COVENANT

THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH PRIVATE DRAINAGE EASEMENTS AS DESCRIBED HEREIN, HEREBY GRANT AND CONVEY TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT, BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT THE OWNERS ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED HEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE RESPONSIBLE FOR OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT, ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS, MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT. THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### DRAINAGE EASEMENT RESTRICTIONS

STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN PUBLIC DRAINAGE EASEMENTS. ADDITIONALLY, GRADING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY THE CITY OF SAMMAMISH OR ITS SUCCESSOR AGENCY.

### CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT NOT DEPICTED OR DESCRIBED AS "PRIVATE" ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THE PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH, SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. PRIVATE FENCES, LANDSCAPING, STRUCTURES, OR OBJECTS THAT WOULD PREVENT REASONABLE ACCESS SHALL NOT BE CONTAINED WITHIN PUBLIC DRAINAGE EASEMENTS. IN THE EVENT WORK IS REQUIRED IN THE PUBLIC DRAINAGE EASEMENT, THE CITY SHALL NOTIFY PROPERTY OWNERS TO REMOVE ANY PRIVATELY OWNED FEATURES THAT MAY BE DISTURBED OR DAMAGED. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PRIVATELY OWNED FEATURES WITHIN THE PUBLIC DRAINAGE EASEMENT. PROPERTY RESTORATION BY THE CITY SHALL INCLUDE PERMANENT SEDIMENT AND EROSION CONTROL ONLY. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### TEMPORARY INGRESS, EGRESS AND UTILITIES EASEMENT, TEMPORARY UTILITIES EASEMENT

TEMPORARY INGRESS, EGRESS AND UTILITIES EASEMENTS AND THE TEMPORARY UTILITIES EASEMENTS AS DEPICTED HEREIN ARE GRANTED TO THE PROVIDERS NOTED IN THE PUBLIC UTILITY EASEMENT PROVISIONS ABOVE UPON THE RECORDING OF THIS PLAT.

## SECTION LOCATOR

### NOTE:

FOR ADDITIONAL SUBDIVISIONAL INFORMATION SEE THAT PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED IN VOLUME 175, PAGES 34 THROUGH 44, INCLUSIVE UNDER KING COUNTY RECORDING NO. 9511210272.

### BASIS OF BEARINGS:

NORTH 01°51'37" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. PER THE PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED IN VOLUME 175, PAGES 34-44, RECORDS OF KING COUNTY, WASHINGTON.

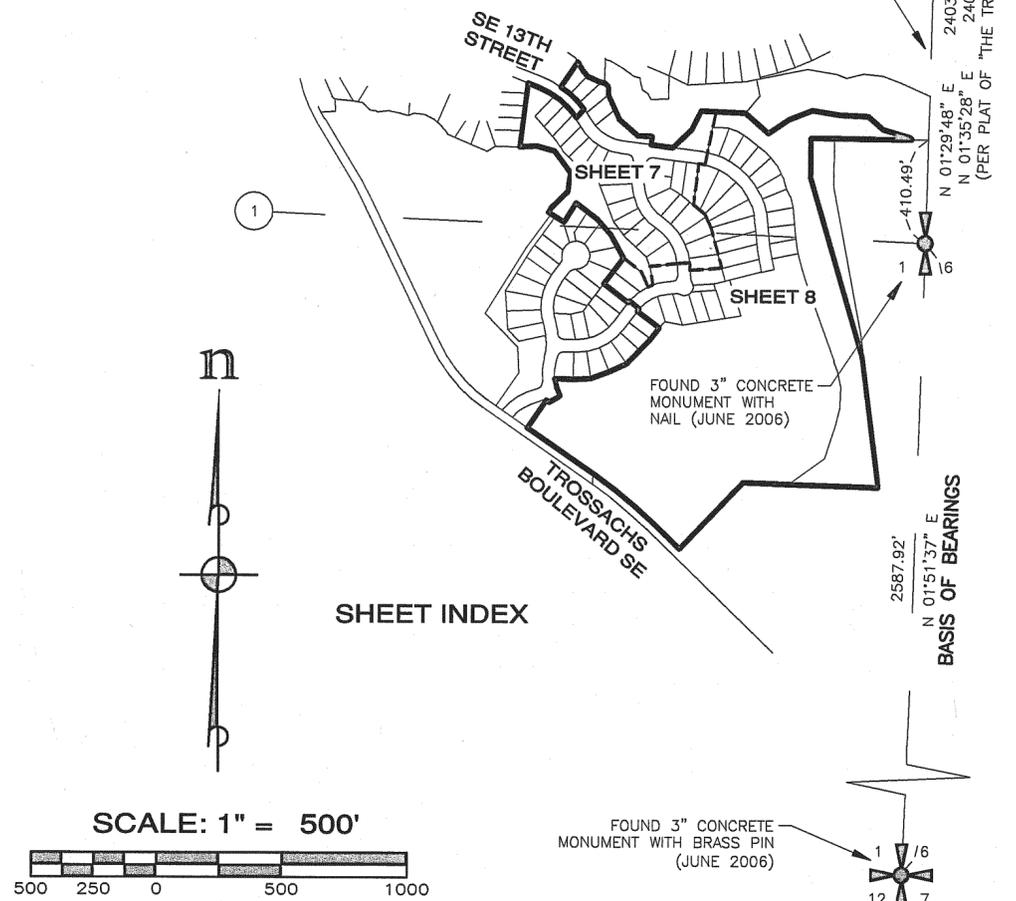
### SURVEY INSTRUMENTATION :

SURVEYING PERFORMED IN CONJUNCTION WITH THIS PLAT UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

10" TOTAL STATION MAINTAINED TO MANUFACTURER'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100

THREE DUAL FREQUENCY SURVEY GRADE GPS UNITS UTILIZING RAPID STATIC AND POST PROCESSING TECHNIQUES

PROCEDURE USED : FIELD TRAVERSE AND GPS WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090



## SETBACKS – PROJECTS AND STRUCTURES ALLOWED (PER SMC 21A.25.190)

THE CITY HAS APPROVED AN ADMINISTRATIVE ADJUSTMENT OF INTERIOR SETBACKS FOR TROSSACHS DIVISION 14. LOTS CONTAINED WITHIN THE TROSSACHS DIVISION 14 SUBDIVISION SHALL BE VESTED TO AND SUBJECT TO THE INTERIOR SETBACK REQUIREMENTS OF SMC 21A.25 IN EFFECT ON THE DATE OF RECORDING FOR SEVEN YEARS FROM THE DATE OF RECORDING, CONSISTENT WITH THE PROVISIONS OF RCW 58.17.170.



CONSULTING ENGINEERS LLC

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-6113  
EVERETT (425) 415-6144  
ELLENSBURG (509) 962-2608

www.esmcivil.com

Civil Engineering  
Public Works

Land Surveying  
Project Management

Land Planning  
Landscape Architecture

# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## NOTES

- 1) TRACT Z-1 IS RETAINED BY THE TROSSACHS GROUP, A TENANCY IN COMMON, COMPRISED OF PACIFIC LAND INVESTMENT CORPORATION, A WASHINGTON CORPORATION AND WILLIAM E. BUCHANAN, INC., A WASHINGTON CORPORATION UPON THE RECORDING OF THIS PLAT FOR FUTURE DEVELOPMENT. TRACT Z-1 CONTAINS PROTECTED TREES AS DEPICTED ON SHEETS 6, 7 AND 8 AND GOVERNED BY NOTE 8 BELOW. THE ENTIRETY OF TRACT Z-1 IS SUBJECT TO AN EASEMENT FOR TEMPORARY STORM DRAINAGE PURPOSES. THE TEMPORARY STORM DRAINAGE SYSTEM SHALL BE OWNED AND MAINTAINED BY THE OWNER OF TRACT Z-1. IT IS ACKNOWLEDGED THAT THIS TEMPORARY SYSTEM ACCEPTS PUBLIC STORMWATER FROM S.E. 18TH WAY AND 271ST AVENUE S.E. AND TROSSACHS BOULEVARD S.E. THE TEMPORARY STORM DRAINAGE SYSTEM WILL BE REPLACED WITH A PERMANENT STORM DRAINAGE SYSTEM WITH THE FUTURE DEVELOPMENT OF TRACT Z-1. SAID PERMANENT STORM DRAINAGE SYSTEM WILL BE PLACED IN EITHER A DEDICATED RIGHT OF WAY OR AN EASEMENT PRIOR TO ACCEPTANCE BY THE CITY OF SAMMAMISH. THIS EASEMENT SHALL BE AUTOMATICALLY EXTINGUISHED UPON THE RECORDING OF A FUTURE SUBDIVISION OF THIS TRACT.
- 2) TRACTS H, I AND J ARE GRANTED AND CONVEYED TO THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT FOR RECREATION SPACE AND OPEN SPACE PURPOSES. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED ON SHEET 2 OF 8. TRACT H CONTAINS PROTECTED TREES AS DEPICTED ON SHEETS 6, 7 AND 8 AND GOVERNED BY NOTE BELOW.
- 3) AN EQUAL AND UNDIVIDED INTEREST IN TRACT K, A PRIVATE ROAD, IS GRANTED AND CONVEYED TO THE OWNERS OF LOTS 4, 5 AND 6 UPON THE RECORDING OF THIS PLAT FOR JOINT-USE DRIVEWAY PURPOSES. THE ENTIRETY OF SAID TRACT IS SUBJECT TO AN EASEMENT FOR UTILITIES AND PUBLIC FIRE ACCESS. SAID OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED ON SHEET 2 OF 8.
- 4) METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER OR ZINC SHALL NOT BE USED IN BUILDING ROOFS, FLASHING, GUTTERS OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- 5) ALL BUILDING DOWN SPOUTS, FOOTING DRAINS AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.
- 6) NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.
- 7) THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: X-X S.E. 18TH PLACE, X-X 272ND PLACE S.E., X-X S.E. 13TH STREET AND X-X 273RD PLACE S.E. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE IN CONJUNCTION WITH BUILDING PERMITS.
- 8) TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.
- 9) AT THE TIME OF FINAL PLAT, THIRTY PERCENT (30%) OF THE REQUIRED TRAFFIC IMPACT FEES WERE PAID CONSISTENT WITH THE PROVISIONS OF THE SETTLEMENT AGREEMENT DATED SEPTEMBER 19, 2006 AS AMENDED IN AN ADDENDUM DATED NOVEMBER 21, 2006. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.
- 10) FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, TOGETHER WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH.
- 11) THE PROPOSED SUBDIVISION IS SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH SMC 14A.20, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, TOGETHER WITH AN ADMINISTRATIVE FEE.
- 12) PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- 13) MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE TROSSACHS DIVISION NO. 1 HOMEOWNERS' ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE TROSSACHS DIVISION NO. 1 HOMEOWNERS' ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS ALONG THE INTERNAL PLAT ROADS OR ALONG TROSSACHS BOULEVARD S.E.
- 14) A REBAR AND PLASTIC CAP MARKED "ESM, INC. 29294/29281" SHALL BE SET AT ALL REAR LOT CORNERS AND LOT ANGLE POINTS, EXCEPT AS NOTED. THERE MAY BE INSTANCES WHERE A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" ARE SET AT REAR CORNERS OR LOT ANGLE POINTS WHEN AN OBSTACLE PREVENTS SETTING A REBAR AND CAP. THE INTERSECTION OF LOT LINES WITH STREET IMPROVEMENTS SHALL BE REFERENCED BY A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" SET IN THE TOP OF CURB OR THICKENED EDGE OF ASPHALT ON THE EXTENSION OF THE LOT LINE. IN THE EVENT THAT A NON-REMOVABLE OBSTACLE PREVENTS SETTING THE ACTUAL PROPERTY CORNER, A STAMPED 2" ALUMINUM CAP WILL BE SET ON THE PROPERTY LINE AS AN OFFSET TO THE ACTUAL CORNER WITH THE DISTANCE TO THE ACTUAL CORNER NOTED THEREON. LOT CORNERS OR STREET MONUMENTS NOT SET AT THE TIME OF PLAT RECORDING SHALL BE BONDED FOR AND SHALL BE SET AS CONSTRUCTION IS COMPLETED.
- 15) FOR ADDITIONAL SUBDIVISIONAL INFORMATION SEE THAT PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED IN VOLUME 175 OF PLATS, PAGES 34 THROUGH 44, INCLUSIVE, UNDER KING COUNTY RECORDING NO. 9511210272.
- 16) POLES AND FIXTURES FOR STREET LIGHTING SHALL BE OWNED BY PUGET SOUND ENERGY. THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR PAYMENT FOR ELECTRICAL POWER FOR STREET LIGHTING.
- 17) UNLESS OTHERWISE APPROVED BY THE CITY, PRIOR TO THE RECORDING OF ANY SUBDIVISION OF TRACT Z WHICH CREATES FIVE OR MORE LOTS, AND CONCURRENT WITH THE FUTURE DEVELOPMENT OF TRACT Z, THE CITY SHALL APPROVE AND THE APPLICANT SHALL CONSTRUCT THE REQUIRED FRONTAGE IMPROVEMENTS ON TROSSACHS BOULEVARD.
- 18) TO OFFSET POTENTIALLY SIGNIFICANT SEPA IMPACTS TO ROADS WITHIN THE CITY OF ISSAQUAH, THE APPLICANT HAS AGREED TO PAY \$73,576.92 IN SEPA MITIGATION. PAYMENT IS PRO-RATED FOR EACH APPROVED LOT, SUCH THAT \$459.86 IS DUE AT THE TIME OF BUILDING ISSUANCE FOR EACH LOT. PRIOR TO BUILDING PERMIT ISSUANCE, THE APPLICANT SHALL PROVIDE THE CITY OF SAMMAMISH WITH A RECEIPT FROM THE CITY OF ISSAQUAH FOR PAYMENT OF THIS FEE.
- 19) TO OFFSET POTENTIALLY SIGNIFICANT SEPA IMPACTS TO ROADS WITHIN THE CITY OF SAMMAMISH, THE APPLICANT HAS AGREED TO PAY \$232,911.81 IN SEPA MITIGATION. PAYMENT IS PRO-RATED FOR EACH APPROVED LOT, SUCH THAT \$1103.85 IS DUE AT THE TIME OF BUILDING ISSUANCE FOR EACH LOT. THIS FEE SHALL BE COLLECTED PRIOR TO SUBSEQUENT BUILDING PERMIT ISSUANCE.
- 20) PRIOR TO FURTHER DEVELOPMENT OF TRACT Z-1, FUTURE DEVELOPMENT TRACT, THE APPLICANT SHALL INSTALL OR BOND FOR THE INSTALLATION OF A TRAIL ON THE SOUTH SIDE OF DUTHIE HILL ROAD FROM TROSSACHS BOULEVARD WEST TO DUTHIE HILL PARK. TRAIL INSTALLATION SHALL BE CONSISTENT WITH THE REQUIREMENTS OF SMC 21A.30, PROVIDED THAT THE APPLICANT WILL NOT BE REQUIRED TO SPEND MORE MONEY CONSTRUCTING THE TRAIL ALONG DUTHIE HILL ROAD THAN WOULD HAVE OTHERWISE BEEN SPENT TO CONSTRUCT THE TRAIL ALONG THE FRONTAGE OF TROSSACHS DIVISION 13. THIS MAY ENTAIL REDUCING THE LENGTH OF THE TRAIL OR IN SOME OTHER FASHION REDUCE THE CONSTRUCTION COST OF THE TRAIL OR, BY MUTUAL AGREEMENT, BUILD A COMPARABLE TRAIL LINKAGE SOMEWHERE ELSE IN TROSSACHS.

## NOTES

- 21) NO FENCE SHALL BE INSTALLED OR VEGETATION ALLOWED TO GROW THAT WOULD INHIBIT VEHICULAR CONSTRUCTION AND MAINTENANCE ACCESS TO THE STORM SYSTEM LOCATED ON LOT 46 AND 47. FENCES MAY BE INSTALLED WITH DOUBLE LOCKING GATES WHERE THE CITY LOCK IS USED. A SIGN SHALL BE INSTALLED ON THE GATE(S) READING "CITY OF SAMMAMISH PUBLIC STORM DRAIN EASEMENT". THE CITY OF SAMMAMISH SHALL MAINTAIN BLACK VINYL FENCES. IF OTHER FENCE MATERIAL IS USED, THE HOMEOWNER(S) SHALL BE RESPONSIBLE FOR MAINTENANCE.
- 22) NO FENCE SHALL BE INSTALLED OR VEGETATION ALLOWED TO GROW THAT WOULD INHIBIT VEHICULAR CONSTRUCTION AND MAINTENANCE ACCESS TO THE CATCHBASIN AND STORM SYSTEM LOCATED ON LOT 56. FENCES MAY BE INSTALLED WITH DOUBLE LOCKING GATES WHERE THE CITY LOCK IS USED. A SIGN SHALL BE INSTALLED ON THE GATE(S) READING "CITY OF SAMMAMISH PUBLIC STORM EASEMENT". THE CITY OF SAMMAMISH SHALL MAINTAIN BLACK VINYL FENCES. IF OTHER FENCE MATERIAL IS USED, THE HOMEOWNER(S) SHALL BE RESPONSIBLE FOR MAINTENANCE.



CONSULTING ENGINEERS LLC

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-6113  
EVERETT (425) 415-6144  
ELLENSBURG (509) 982-2608

www.esmcivil.com

Civil Engineering  
Public Works

Land Surveying  
Project Management

Land Planning  
Landscape Architecture

# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## EXCEPTIONS TO TITLE REPORT

LEGAL DESCRIPTIONS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ARE FROM CHICAGO TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 1310866 DATED AUGUST 26, 2010. IN PREPARING THIS PLAT, ESM HAS NOT CONDUCTED AN INDEPENDENT SEARCH NOR IS ESM AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS MAP. ESM HAS WHOLLY RELIED ON THE ABOVE REFERENCED TITLE REPORT AND THEREFORE QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

- 1) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "TROSSACHS DIVISION 13" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 253 OF PLATS, PAGES 71 THROUGH 76, UNDER RECORDING NO. 20091203000078, IN KING COUNTY, WASHINGTON.
- 2) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 1" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 175 OF PLATS, PAGES 34 THROUGH 44, UNDER RECORDING NO. 9511210272, IN KING COUNTY, WASHINGTON.
- 3) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 4" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 179 OF PLATS, PAGES 45 THROUGH 58, UNDER RECORDING NO. 9702190120, IN KING COUNTY, WASHINGTON.
- 4) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 2" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 182 OF PLATS, PAGES 27 THROUGH 35, UNDER RECORDING NO. 9709230295, IN KING COUNTY, WASHINGTON.
- 5) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "TROSSACHS DIVISION 12" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 218 OF PLATS, PAGES 9 THROUGH 16, UNDER RECORDING NO. 20031106001968, IN KING COUNTY, WASHINGTON.
- 6) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2006-00075, ALSO KNOWN AS THE "THE TROSSACHS DIVISION 13 LOT COMBINATION", RECORDED UNDER RECORDING NO. 20070123900007.
- 7) SUBJECT TO THE RIGHT TO ENTER UPON SAID PROPERTY AND ADJOINING PROPERTY TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN LINES AND NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THE PROPERTY AND OTHER PROPERTIES WITH SEWER SERVICE AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9607160211.
- 8) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20010308001120. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 9) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO CITY OF SAMMAMISH FOR STORM AND SURFACE WATER CONTROL PER INSTRUMENT RECORDED UNDER RECORDING NO. 20020530002130. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 10) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF FOR FIBER OPTIC CABLE PER INSTRUMENT RECORDED UNDER RECORDING NO. 20021002002186. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 11) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF FOR FIBER OPTIC CABLE PER INSTRUMENT RECORDED UNDER RECORDING NO. 20031008000100. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 12) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20040317001983. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 13) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20040317001985. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 14) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20040317001986. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 15) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO PUGET SOUND ENERGY FOR GAS AND POWER PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091201000255. SAID EASEMENT AFFECTS THE ROADS AND THE 10 FOOT STRIP ADJOINING THE ROADS AS DEPICTED HEREIN.
- 16) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000813. SAID EASEMENT AFFECTS THE ROADS AS DEPICTED HEREIN.
- 17) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000815. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 18) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000816. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 19) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000817. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 20) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000818. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 21) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000819. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN. SAID EASEMENT ALSO GRANTED ACCESS OVER THE ROADS AS DEPICTED HEREIN.
- 22) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000820. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN. SAID EASEMENT ALSO GRANTED ACCESS OVER THE ROADS AS DEPICTED HEREIN.
- 23) INTENTIONALLY DELETED.
- 24) INTENTIONALLY DELETED.
- 25) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000823. SAID EASEMENT AFFECTS THE ROADS AS DEPICTED HEREIN.
- 26) SUBJECT TO RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR SAME AS CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO. AS RECORDED UNDER RECORDING NO. 3928082.
- 27) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9511210281, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. AMENDED/MODIFIED BY INSTRUMENTS RECORDED UNDER THE FOLLOWING RECORDING NUMBERS: 9512190404, 9603190342, 9703201188, 9704081096, 9709230464, 9806241896, 9812160321, 19990818001480, 20001222001372, 20010509001374, 20020201002343, 20020201002344, 20020403001991, 20030416000806, 20040304002203, 20040827002749, 20040830000914 AND 20100115000120.

## EXCEPTIONS TO TITLE REPORT

- 28) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9602160701, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- 29) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9603250785, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- 30) SUBJECT TO COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION OR REPAIR OF EASEMENT GRANTED OVER ADJACENT PROPERTY FOR EMERGENCY ACCESS ROAD PURPOSES PER INSTRUMENT RECORDED UNDER RECORDING NO. 9703201189.
- 31) SUBJECT TO COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION OR REPAIR OF AN IRRIGATION SYSTEM IN THE ROAD RIGHT OF WAY OF TROSSACHS BOULEVARD SOUTHEAST PER INSTRUMENT RECORDED UNDER RECORDING NO. 9704141336.
- 32) SUBJECT TO AGREEMENT AND THE TERMS AND CONDITION THEREOF BETWEEN SAMMAMISH PLATEAU WATER & SEWER DISTRICT AND THE TROSSACHS GROUP, AS CONTAINED IN REIMBURSEMENT AGREEMENT RECORDED UNDER RECORDING NO. 20030304001520.
- 33) SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO THE CITY OF SAMMAMISH FOR ACCESS AND UNDERGROUND UTILITIES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20090824000781. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 34) SUBJECT TO TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, PER INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 9811051363, 9901150609, 20040414002865 AND 20060126001770.
- 35) SUBJECT TO GENERAL AND SPECIAL TAXES AND CHARGES, IF UNPAID, FOR TAX ACCOUNT NUMBER 869142-0350-03.
- 36-38) NOT REPORTED HEREIN.



CONSULTING ENGINEERS LLC

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-6113  
EVERETT (425) 415-6144  
ELLENSBURG (509) 962-2808

www.esmcivil.com

Civil Engineering

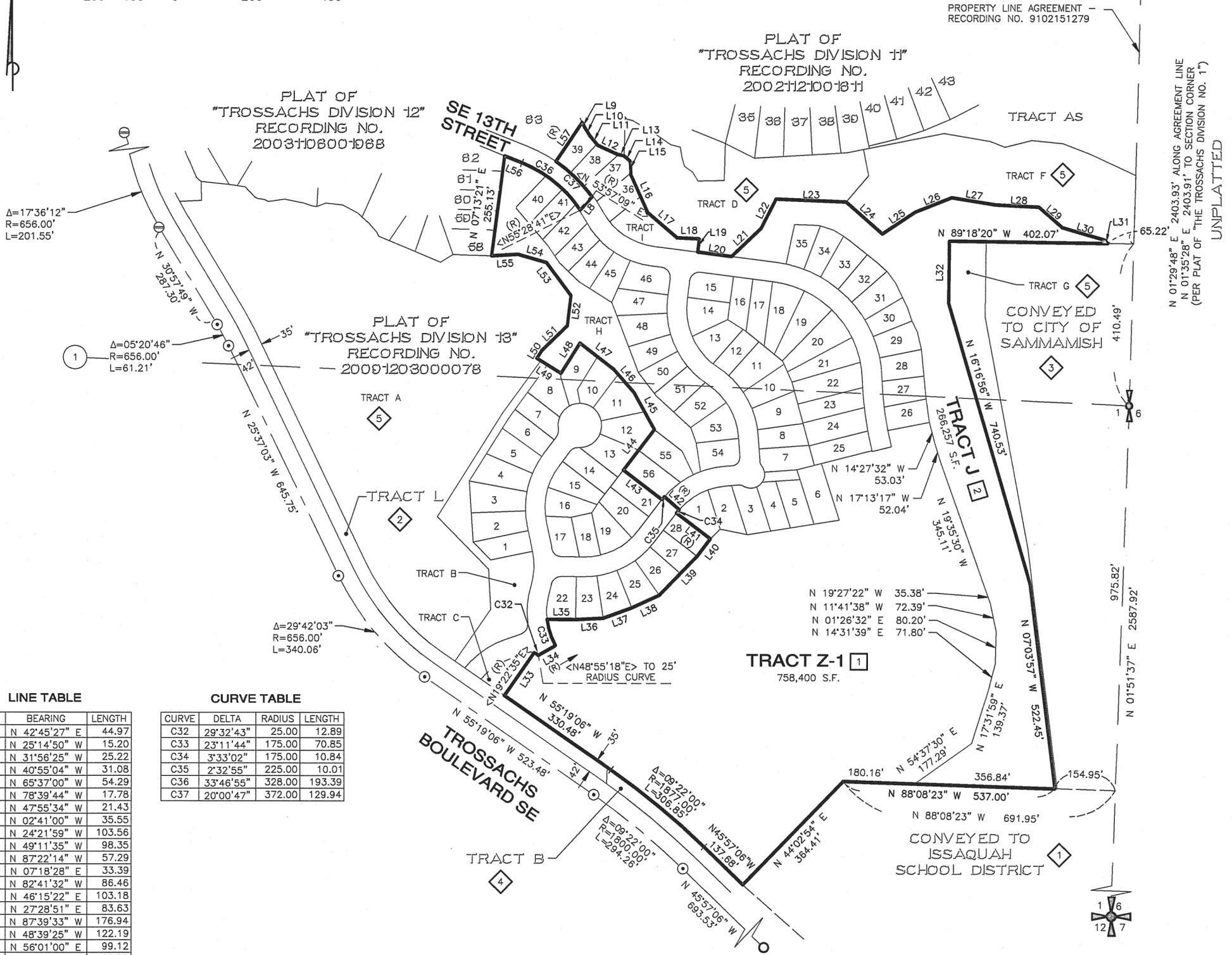
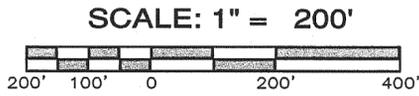
Land Surveying

Land Planning

# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

ENTIRE PLAT BOUNDARY



LINE TABLE

LINE	BEARING	LENGTH
L8	N 42°45'27" E	44.97
L9	N 25°14'50" W	15.20
L10	N 31°56'25" W	25.22
L11	N 40°55'04" W	31.08
L12	N 65°37'00" W	54.29
L13	N 78°39'44" W	17.78
L14	N 47°55'34" W	21.43
L15	N 02°41'00" W	35.55
L16	N 24°21'59" W	103.56
L17	N 49°11'35" W	98.35
L18	N 87°22'14" W	57.29
L19	N 07°18'28" E	33.39
L20	N 82°41'32" W	86.46
L21	N 46°15'22" E	103.18
L22	N 27°28'51" E	83.63
L23	N 87°39'33" W	176.94
L24	N 48°39'25" W	122.19
L25	N 56°01'00" E	99.12
L26	N 68°21'51" E	100.28
L27	N 80°31'38" W	112.32
L28	N 87°26'09" W	110.63
L29	N 49°06'24" W	79.29
L30	N 73°32'18" W	111.75
L31	N 44°14'21" W	11.72
L32	N 00°41'40" E	156.99
L33	N 34°39'24" E	132.29
L34	N 60°28'48" E	50.46
L35	N 89°24'07" W	72.98
L36	N 87°13'21" E	70.31
L37	N 70°04'31" E	77.20
L38	N 65°24'32" E	76.97
L39	N 44°12'04" E	138.71
L40	N 37°24'22" E	54.87
L41	N 52°35'38" W	108.50
L42	N 49°02'36" W	50.00
L43	N 52°35'38" W	123.30
L44	N 37°24'22" E	129.00
L45	N 28°50'51" W	107.25
L46	N 41°37'48" W	78.46
L47	N 52°35'38" W	108.47
L48	N 32°04'44" E	90.59
L49	N 57°55'48" W	72.49
L50	N 32°04'33" E	23.00
L51	N 45°57'11" E	90.34
L52	N 07°09'29" E	77.22
L53	N 37°01'31" W	104.85
L54	N 74°32'25" W	75.46
L55	N 87°01'33" E	66.25
L56	N 68°18'14" W	47.38
L57	N 33°56'22" E	120.19

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C32	29°32'43"	25.00	12.89
C33	23°11'44"	175.00	70.85
C34	3°33'02"	175.00	10.84
C35	2°32'55"	225.00	10.01
C36	33°46'55"	328.00	193.39
C37	20°00'47"	372.00	129.94

LEGEND

- 1 PORTION OF TRACT C OF PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED UNDER RECORDING NO. 9511210272, SAID PORTION CONVEYED TO ISSAQUAH SCHOOL DISTRICT NO. 411 BY DEED RECORDED UNDER RECORDING NO. 9804071029
- 2 PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- 3 PORTION OF TRACT C OF PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED UNDER RECORDING NO. 9511210272, SAID PORTION CONVEYED TO CITY OF SAMMAMISH BY DEED RECORDED UNDER RECORDING NO. 20020530002131
- 4 PLAT OF "THE TROSSACHS DIVISION NO. 2" AS RECORDED UNDER RECORDING NO. 9709230295
- 5 PLAT OF "THE TROSSACHS DIVISION 13" AS RECORDED UNDER RECORDING NO. 20091203000078
- STANDARD KING COUNTY MONUMENT IN CASE SET IN CONJUNCTION WITH THE PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED UNDER RECORDING NO. 9511210272
- ⊙ STANDARD KING COUNTY MONUMENT IN CASE SET IN CONJUNCTION WITH THE PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- ⊖ STANDARD KING COUNTY MONUMENT IN CASE SET IN CONJUNCTION WITH THE PLAT OF "THE TROSSACHS DIVISION NO. 6" AS RECORDED UNDER RECORDING NO. 9702190140
- R RADIUS
- Δ DELTA
- L ARC LENGTH
- (R) RADIAL BEARING
- <> RADIAL BEARING AT LOT CORNER



12-16-2010

**ESM CONSULTING ENGINEERS LLC**

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-6113  
EVERETT (425) 415-6144  
ELLENSBURG (509) 962-2808

www.esmcivil.com

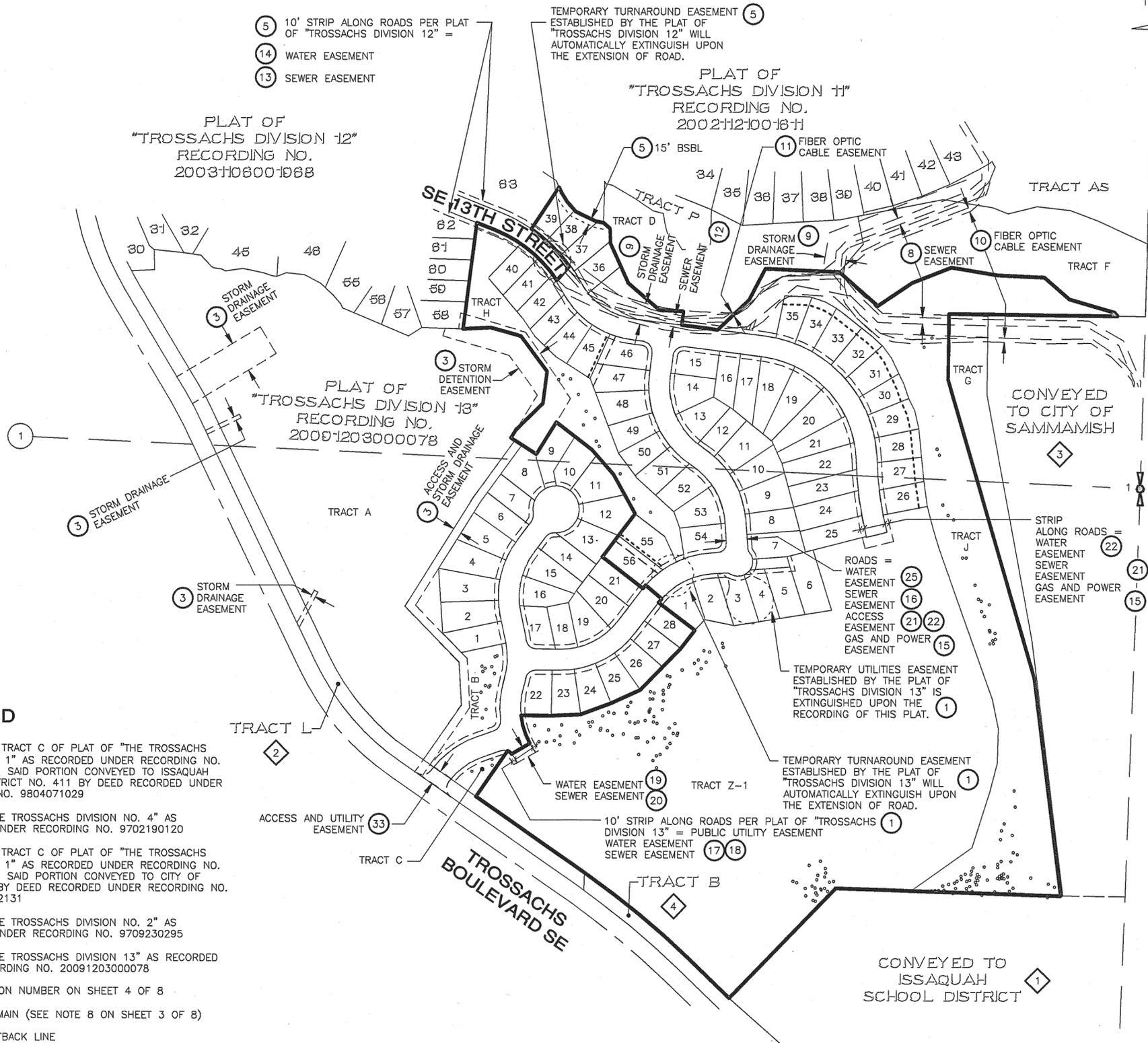
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

DATE : 2010-12-16 | JOB NO. 006-006-010-0001  
DRAWN BY: CAF | SHEET 5 OF 8

# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## EXISTING EASEMENTS



- ⑤ 10' STRIP ALONG ROADS PER PLAT OF "TROSSACHS DIVISION 12" =
- ⑭ WATER EASEMENT
- ⑬ SEWER EASEMENT

PLAT OF "TROSSACHS DIVISION 12" RECORDING NO. 2003108001088

TEMPORARY TURNAROUND EASEMENT ESTABLISHED BY THE PLAT OF "TROSSACHS DIVISION 12" WILL AUTOMATICALLY EXTINGUISH UPON THE EXTENSION OF ROAD.

PLAT OF "TROSSACHS DIVISION 11" RECORDING NO. 20021121001611

PLAT OF "TROSSACHS DIVISION 13" RECORDING NO. 20091203000078

CONVEYED TO CITY OF SAMMAMISH

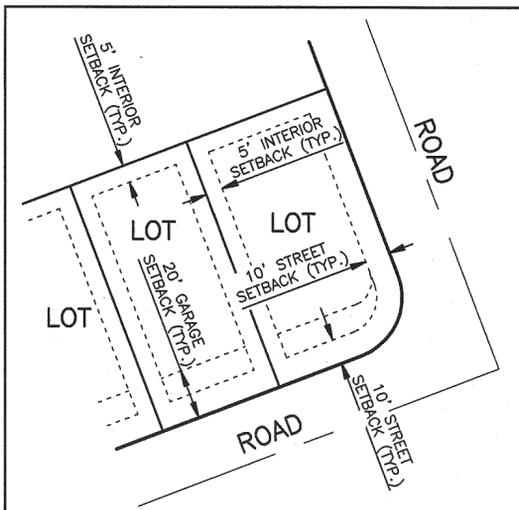
### LEGEND

- ① PORTION OF TRACT C OF PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED UNDER RECORDING NO. 9511210272, SAID PORTION CONVEYED TO ISSAQUAH SCHOOL DISTRICT NO. 411 BY DEED RECORDED UNDER RECORDING NO. 9804071029
- ② PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- ③ PORTION OF TRACT C OF PLAT OF "THE TROSSACHS DIVISION NO. 1" AS RECORDED UNDER RECORDING NO. 9511210272, SAID PORTION CONVEYED TO CITY OF SAMMAMISH BY DEED RECORDED UNDER RECORDING NO. 20020530002131
- ④ PLAT OF "THE TROSSACHS DIVISION NO. 2" AS RECORDED UNDER RECORDING NO. 9709230295
- ⑤ PLAT OF "THE TROSSACHS DIVISION 13" AS RECORDED UNDER RECORDING NO. 20091203000078
- ⊗ SEE EXCEPTION NUMBER ON SHEET 4 OF 8
- TREE TO REMAIN (SEE NOTE 8 ON SHEET 3 OF 8)

BSBL BUILDING SETBACK LINE

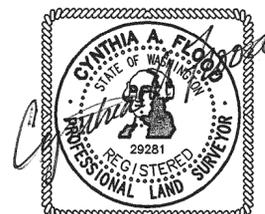
### NOTE:

- FOR SUBDIVISIONAL MONUMENT INFORMATION, SEE SHEET 2 OF 8
- FOR CENTERLINE INFORMATION FOR TROSSACHS BOULEVARD SE, SEE SHEET 5 OF 8



### BUILDING SETBACK DETAIL

UNLESS OTHERWISE DEPICTED ON SHEETS 7 AND 8 HEREIN



SCALE: 1" = 200'



CONSULTING ENGINEERS LLC

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-6113  
EVERETT (425) 415-8144  
ELLENSBURG (509) 962-2608

www.esmcivil.com

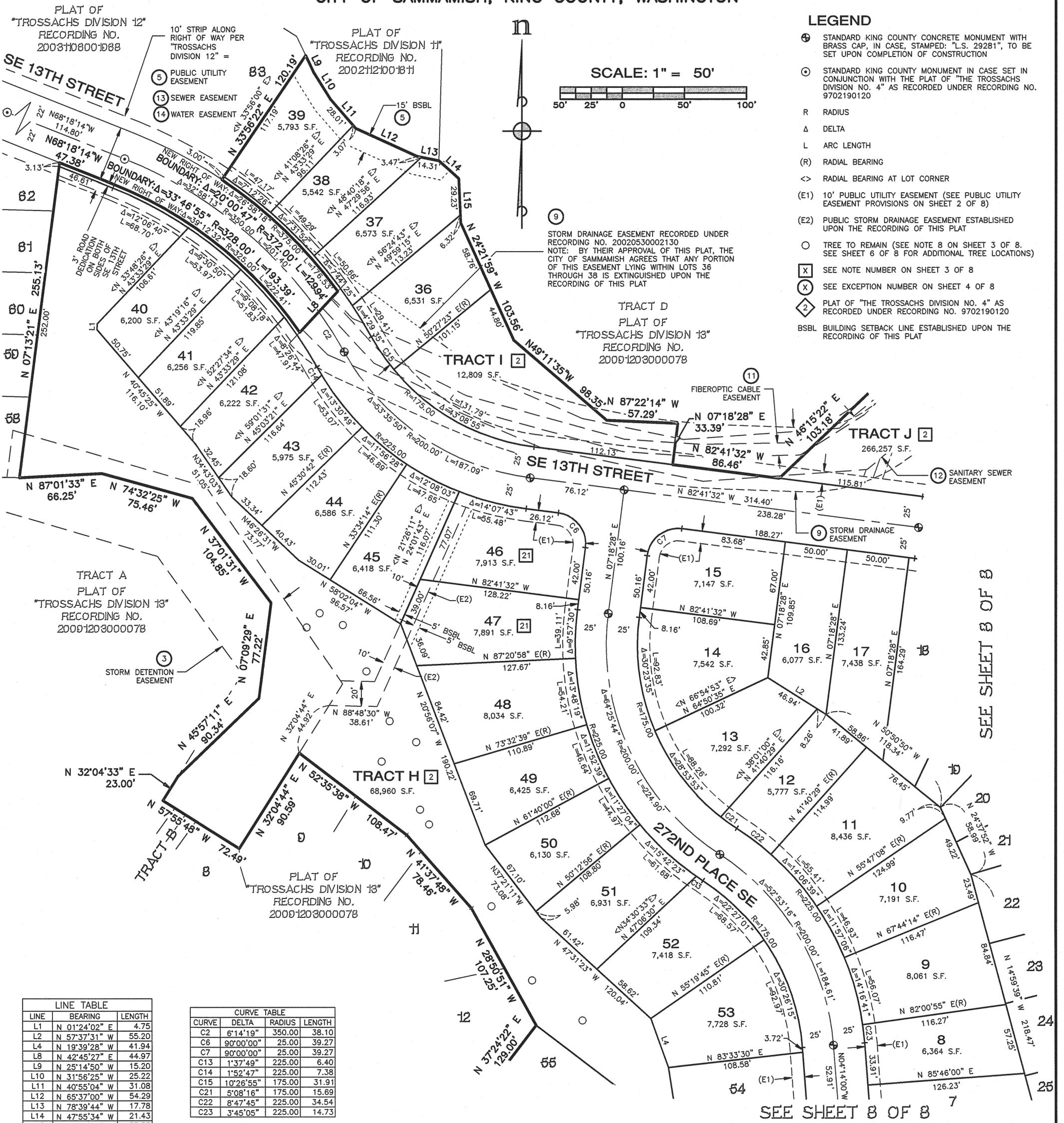
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

DATE: 2010-12-16 | JOB NO. 006-006-010-0001

DRAWN BY: CAF | SHEET 6 OF 8

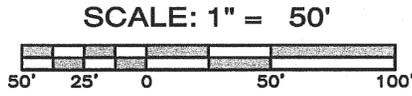
# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



### LEGEND

- ⊕ STANDARD KING COUNTY CONCRETE MONUMENT WITH BRASS CAP, IN CASE, STAMPED: "L.S. 29281", TO BE SET UPON COMPLETION OF CONSTRUCTION
- ⊙ STANDARD KING COUNTY MONUMENT IN CASE SET IN CONJUNCTION WITH THE PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- R RADIUS
- Δ DELTA
- L ARC LENGTH
- (R) RADIAL BEARING
- <> RADIAL BEARING AT LOT CORNER
- (E1) 10' PUBLIC UTILITY EASEMENT (SEE PUBLIC UTILITY EASEMENT PROVISIONS ON SHEET 2 OF 8)
- (E2) PUBLIC STORM DRAINAGE EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT
- TREE TO REMAIN (SEE NOTE 8 ON SHEET 3 OF 8. SEE SHEET 6 OF 8 FOR ADDITIONAL TREE LOCATIONS)
- ⊠ SEE NOTE NUMBER ON SHEET 3 OF 8
- ⊗ SEE EXCEPTION NUMBER ON SHEET 4 OF 8
- ⊡ PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- BSBL BUILDING SETBACK LINE ESTABLISHED UPON THE RECORDING OF THIS PLAT



LINE	BEARING	LENGTH
L1	N 01°24'02" E	4.75
L2	N 57°37'31" W	55.20
L4	N 19°39'28" W	41.94
L8	N 42°45'27" E	44.97
L9	N 25°14'50" W	15.20
L10	N 31°56'25" W	25.22
L11	N 40°55'04" W	31.08
L12	N 65°37'00" W	54.29
L13	N 78°39'44" W	17.78
L14	N 47°55'34" W	21.43
L15	N 02°41'00" W	35.55

CURVE	DELTA	RADIUS	LENGTH
C2	6°14'19"	350.00	38.10
C6	90°00'00"	25.00	39.27
C7	90°00'00"	25.00	39.27
C13	1°37'49"	225.00	6.40
C14	1°52'47"	225.00	7.38
C15	10°26'55"	175.00	31.91
C21	5°08'16"	175.00	15.69
C22	8°47'45"	225.00	34.54
C23	3°45'05"	225.00	14.73

SEE SHEET 8 OF 8

SEE SHEET 8 OF 8



CONSULTING ENGINEERS LLC

181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003

FEDERAL WAY (253) 838-8113  
EVERETT (425) 415-6144  
ELLENSBURG (509) 962-2608

www.esmcivil.com

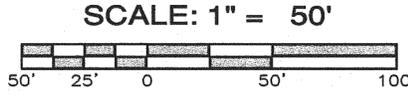
Civil Engineering  
Public Works

Land Surveying  
Project Management

Land Planning  
Landscape Architecture

# TROSSACHS DIVISION 14

A PORTION OF THE NE 1/4 AND OF THE SE 1/4 OF SECTION 1, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



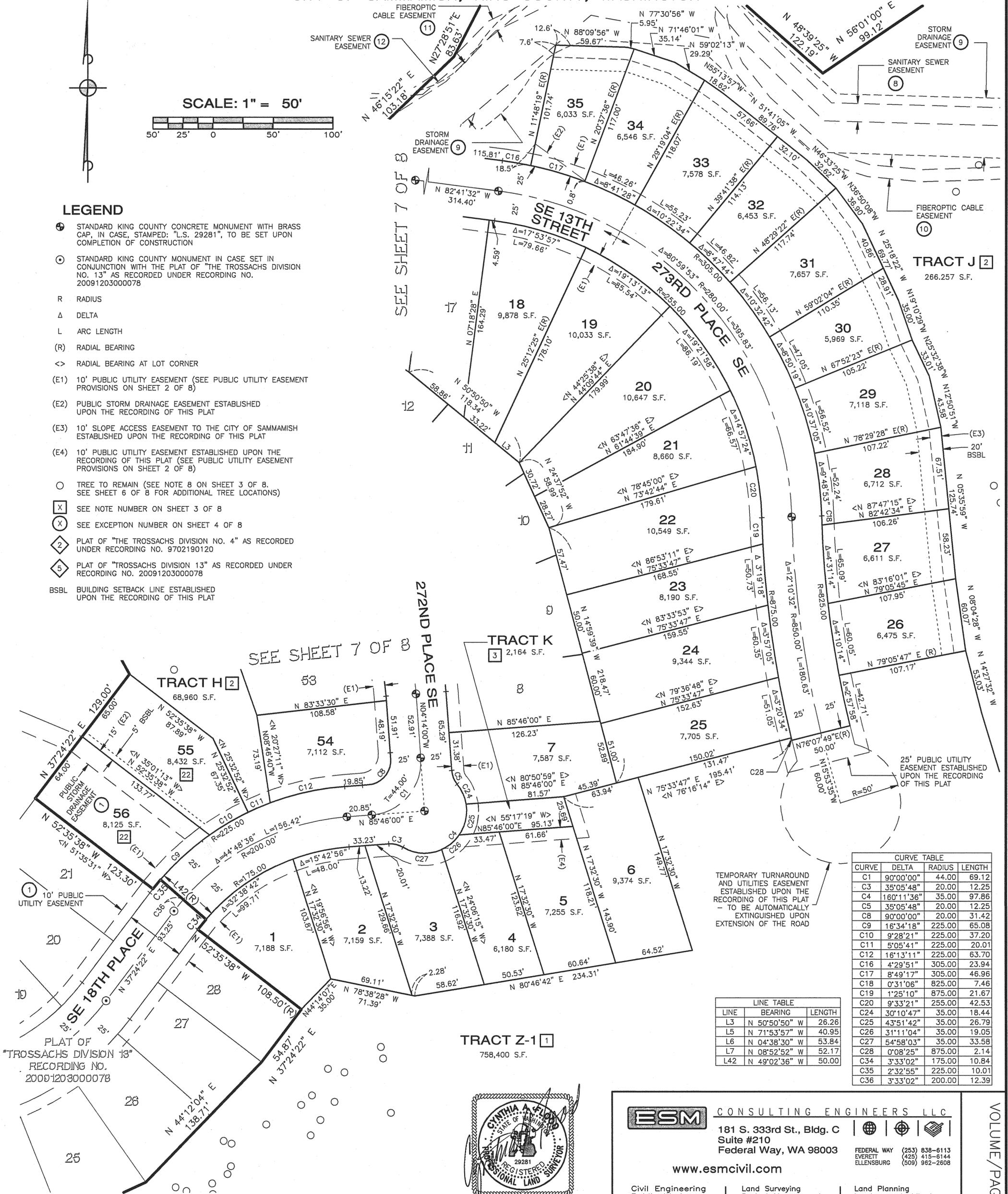
## LEGEND

- ⊕ STANDARD KING COUNTY CONCRETE MONUMENT WITH BRASS CAP, IN CASE, STAMPED: "L.S. 29281", TO BE SET UPON COMPLETION OF CONSTRUCTION
- ⊙ STANDARD KING COUNTY MONUMENT IN CASE SET IN CONJUNCTION WITH THE PLAT OF "THE TROSSACHS DIVISION NO. 13" AS RECORDED UNDER RECORDING NO. 20091203000078
- R RADIUS
- Δ DELTA
- L ARC LENGTH
- (R) RADIAL BEARING
- <> RADIAL BEARING AT LOT CORNER
- (E1) 10' PUBLIC UTILITY EASEMENT (SEE PUBLIC UTILITY EASEMENT PROVISIONS ON SHEET 2 OF 8)
- (E2) PUBLIC STORM DRAINAGE EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT
- (E3) 10' SLOPE ACCESS EASEMENT TO THE CITY OF SAMMAMISH ESTABLISHED UPON THE RECORDING OF THIS PLAT
- (E4) 10' PUBLIC UTILITY EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT (SEE PUBLIC UTILITY EASEMENT PROVISIONS ON SHEET 2 OF 8)
- TREE TO REMAIN (SEE NOTE 8 ON SHEET 3 OF 8. SEE SHEET 6 OF 8 FOR ADDITIONAL TREE LOCATIONS)
- ⓧ SEE NOTE NUMBER ON SHEET 3 OF 8
- ⓧ SEE EXCEPTION NUMBER ON SHEET 4 OF 8
- ⓧ PLAT OF "THE TROSSACHS DIVISION NO. 4" AS RECORDED UNDER RECORDING NO. 9702190120
- ⓧ PLAT OF "TROSSACHS DIVISION 13" AS RECORDED UNDER RECORDING NO. 20091203000078
- BSBL BUILDING SETBACK LINE ESTABLISHED UPON THE RECORDING OF THIS PLAT

SEE SHEET 7 OF 8

SEE SHEET 7 OF 8

SEE SHEET 7 OF 8



CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	44.00	69.12
C3	35°05'48"	20.00	12.25
C4	160°11'36"	35.00	97.86
C5	35°05'48"	20.00	12.25
C8	90°00'00"	20.00	31.42
C9	16°34'18"	225.00	65.08
C10	9°28'21"	225.00	37.20
C11	5°05'41"	225.00	20.01
C12	16°13'11"	225.00	63.70
C16	4°29'51"	305.00	23.94
C17	8°49'17"	305.00	46.96
C18	0°31'06"	825.00	7.46
C19	1°25'10"	875.00	21.67
C20	9°33'21"	255.00	42.53
C24	30°10'47"	35.00	18.44
C25	43°51'42"	35.00	26.79
C26	31°11'04"	35.00	19.05
C27	54°58'03"	35.00	33.58
C28	0°08'25"	875.00	2.14
C34	3°33'02"	175.00	10.84
C35	2°32'55"	225.00	10.01
C36	3°33'02"	200.00	12.39

TEMPORARY TURNAROUND AND UTILITIES EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT - TO BE AUTOMATICALLY EXTINGUISHED UPON EXTENSION OF THE ROAD

LINE	BEARING	LENGTH
L3	N 50°50'50" W	26.26
L5	N 71°53'57" W	40.95
L6	N 04°38'30" W	53.84
L7	N 08°52'52" W	52.17
L42	N 49°02'36" W	50.00

TRACT Z-1 1  
758,400 S.F.



CONSULTING ENGINEERS LLC  
181 S. 333rd St., Bldg. C  
Suite #210  
Federal Way, WA 98003  
www.esmcivil.com

Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture



# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 27, 2010

**Originating Department:** Public Works

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Rec  
 Police  
 Public Works

**Subject:** NE 19<sup>th</sup> Drive Neighborhood Traffic Management Program Project  
 Contract #C2010-144  
 Final Project Acceptance

**Action Required:** Adopt the attached resolution accepting the NE 19<sup>th</sup> Drive Neighborhood traffic Management Program (NTMP) Project as completed.

**Exhibits:**

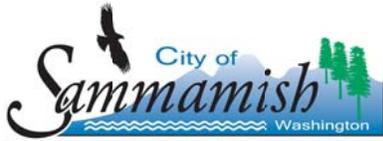
1. Final Contract Voucher Certificate
2. Resolution of Project Acceptance

**Budget:** This project is funded through the adopted 2010 Pavement Management (340-119-542-30-48-00), Neighborhood Capital Improvement (340-117-595-30-63-00) and Intersection Improvement Program (340-115-595-30-63-00) budgets. A total of \$434,500, from the various funds, was allocated for this project.

**Summary Statement:**

All work for the above referenced contract has been completed in accordance with the project specifications and plans approved by the City Engineer. This project provided for the construction of Neighborhood Traffic Management Program Phase II measures (including rain garden curb extensions, a traffic circle, sidewalk curb extensions, raised crosswalk, traffic control signage, and pavement markings) and a pavement overlay on NE 19<sup>th</sup> Drive from 228<sup>th</sup> Avenue NE to 236<sup>th</sup> Avenue NE.

This project was completed on time and within the budgeted amount for construction. The final construction contract amount is \$344,079.02. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor. The recommended action approves the final contract amount and constitutes the final acceptance of the work by the project contractor, Construct Company, LLC of Sumner, Washington.



## City Council Agenda Bill

### Background:

Council authorized the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder for construction of NE 19<sup>th</sup> Drive Street Improvement Project at the June 27, 2010 meeting. In August of 2010, Construct Company, LLC was selected as the lowest responsible bidder to perform the work. The work began in September and was substantially completed by November 20, 2010. The design and construction management for this project were completed in house by City staff.

### Financial Impact:

The completed improvements were constructed within the project budget.

Summary of Budget and Actual Expenditures:

Fund	Budget	Actual
2010 Pavement Management (340-119-542-30-48-00):	\$304,000	\$244,079.02
Neighborhood Capital Improvement (340-117-595-30-63-00):	\$80,000	\$61,302.68
Intersection Improvement Program (340-115-595-30-63-00):	\$50,500	\$38,697.32
<b>Total</b>	<b>\$434,500</b>	<b>\$344,079.02</b>

### Recommended Motion:

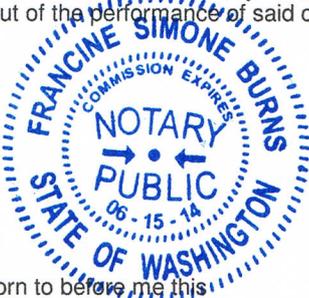
Approve the final contract amount with Construct Company, LLC of Sumner, Washington, for the base amount of \$326,240.50, plus change order and bid item quantity increases and decreases which resulted in a final contract amount of \$344,079.02, accept construction of NE 19<sup>th</sup> Drive NTMP Street Improvement Project and adopt the resolution accepting the project as completed as of January 4, 2011.



Contractor <b>CONSTRUCT COMPANY LLC</b>			
Street Address <b>1621 Pease Ave</b>			
City <b>Sumner</b>	State <b>WA</b>	Zip <b>98390</b>	Date <b>12-22-10</b>
State Project Number	Federal-Aid Project Number	Highway Number	
Contract Title <b>NE 19th Dr Street Improvement Project</b>			
Date Work Physically Completed <b>11/20/10</b>	Final Amount <b>\$ 344,079.02</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 Department of Transportation nor have I rented or purchased any equipment or materials from any employee of the Department of Transportation; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the State of Washington 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 State of Washington 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.



**X** Leon Troy Morse  
 Contractor Authorized Signature Required

LEON Troy Morse  
 Type Signature Name

Subscribed and sworn to before me this 22nd day of December 20 10

**X** Francine Burns Notary Public in and for the State of Washington  
 residing at Puyallup, Washington

**Department of Transportation Certification**

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

Approved Date \_\_\_\_\_

**X** \_\_\_\_\_  
Project Engineer / Project Administrator

**X** \_\_\_\_\_  
Regional Administrator, Area Administrator, or Facilities Administrator

**Headquarters Use Only**

Secretary of Transportation hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract provisions.

**X** \_\_\_\_\_  
Secretary of Transportation/or Designee

\_\_\_\_\_  
Date of Acceptance

This Final Contract Voucher Certification is to be prepared by the Project Engineer or Project Administrator and the original forwarded to Olympia Headquarters for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Original to:  
 State Construction Office

Copies by State Accounting Office, Contract Payments to:  
 Region  Project Engineer or Project Administrator  Contractor



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2011- \_\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE NE 19<sup>TH</sup> DRIVE PHASE 2  
NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM  
STREET IMPROVEMENT PROJECT AS COMPLETE.**

WHEREAS, at the Council meeting of June 27, 2010 the City Council authorized award of the construction contract for the Ne 19<sup>th</sup> Drive Phase 2 Neighborhood Traffic Management Program Street Improvement Project ; and

WHEREAS, the City Manager entered into Contract #C2010-144 for construction of the Ne 19th Drive Phase 2 Neighborhood Traffic Management Program Street Improvement Project with Consturct Company LLC., on August 9, 2010; and

WHEREAS, the project was substantially completed by the contractor on November 20, 2010; 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 Ne 19<sup>th</sup> Drive Phase 2 Neighborhood Traffic Management Program Street Improvement Project 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 4TH DAY OF JANUARY 2011.**

CITY OF SAMMAMISH

---

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

---

Melonie Anderson, City Clerk

Approved as to form:

---

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 27, 2010  
Passed by the City Council: January 4, 2011  
Resolution No.: R2011-\_\_\_\_\_



# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 28, 2010

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Renew contract with Northwest Landscape Services for 2011 right of way (ROW) landscape maintenance services.

**Action Required:** Authorize the City Manager to execute a small works roster contract agreement, in an amount not to exceed \$95,000, with Northwest Landscape Services to provide year 2011 landscape maintenance services in the city ROW.

**Exhibits:** 1. Small Works Roster Public Works Contract , signed by Northwest Landscape Services

**Budget:** \$126,000 for ROW landscape maintenance services is included in the City Council’s recently adopted 2011 budget. The 2011 budgeted amount is \$31,000 greater than the proposed contract amount.

**Summary Statement:**

This Contract for ROW landscape maintenance services will augment and compliment the work of our in-house maintenance and operations staff. As has been the case in past years, ROW landscape service work was identified in the city’s adopted 2011 budget to be performed as a contracted service.

**Background:**

An invitation to bid to provide ROW landscape services to the city was provided to five landscape companies on the eGov Alliance’s small works roster. Of the five companies invited to bid, only three chose to actually submit a bid to the city. The three bids received were:

Northwest Landscape Services	\$63,477.70
Brickman Group	\$ 91,861.80
Total Landscaping	\$106,244.89

Northwest Landscape Services was the lowest of the three respondents. City staff has contracted with Northwest Landscape Services in previous years and has determined they are the lowest responsive bidder. Staff recommends authorizing the City Manager to enter into a contract for the ROW landscape



## City Council Agenda Bill

maintenance services contract with them. Northwest Landscape is the firm that has provided ROW landscape maintenance services to the city for the last four years, 2007, 2008, 2009 and 2010.

This contract is for calendar year 2011 only, with the city's option to renew it for one additional one year term with an increase in the contract prices equal to the Seattle CPI-U. Under this contract, Northwest Landscape Services will provide landscape maintenance services at the following 15 sites:

1. 228<sup>th</sup> Ave from SE 32<sup>nd</sup> St. to NE 25<sup>th</sup>
2. Issaquah Pine Lake Rd. from 228<sup>th</sup> Ave to SE 32<sup>nd</sup> ( roundabout and islands)
3. Inglewood Hill (roundabout)
4. SE 32<sup>nd</sup> Street from 241<sup>st</sup> Ave to Sunny Hills Elementary
5. East Beaver Lake Dr: SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.
6. NE 8<sup>th</sup> Street from 231<sup>st</sup> Pl to 244<sup>th</sup> Ave NE.
7. Beaver Lake Way: Beaver Lake Way @ Beaver Lake Dr.
8. SE 24<sup>th</sup> Street from 228<sup>th</sup> Ave SE to 244<sup>th</sup> Ave SE
9. NE 16<sup>th</sup> Street from 212<sup>th</sup> Ave NE (East Sammamish Park) to 219<sup>th</sup> Place NE
10. South Pine Lake Route from 228<sup>th</sup> Ave SE to 212<sup>th</sup> Ave SE
11. NE 20<sup>th</sup> Corner: 228<sup>th</sup> Ave NE and NE 20<sup>th</sup> Pl
12. Windsor Blvd and Hazel Wolf wetland Parking lot
13. SE 30<sup>th</sup> Corner: SE 30<sup>th</sup> and 226<sup>th</sup> Corner
14. Thompson Hill Landscape: Thompson Hill and ELSP intersection
15. Rachel Carson School: 244<sup>th</sup> NE and Rachel Carson Elementary school frontage

### Financial Impact:

The base contract amount for the 2011 ROW landscape maintenance services is \$63,477.70 with an additional \$31,522.30 management reserve to be used only with the written authorization of the city. The management reserve fund is in place to cover the additional work effort that will be required for any additional services which may be required during the term of the contract including, maintenance of the new East Lake Sammamish Parkway landscaping, the new SE 20th Street landscaping, the SE 24<sup>th</sup> pathway, SE 248<sup>th</sup> Avenue, etc. when the maintenance warranty for each of these projects runs out. The management reserve will also be used to cover maintenance costs associated with ROW landscaping improvement projects which may be undertaken during the term of the contract. The total not to exceed contract amount, including the management reserve, of \$95,000 is within the \$126,000 amount included in the adopted 2011 budget for provision of these landscape maintenance services.

### Recommended Motion:

Move to authorize the City Manager to execute and manage the contract with Northwest Landscape Services for right of way landscape maintenance services for 2011 in an amount not to exceed \$95,000.00, including a management reserve amount of \$31,522.30.



**SMALL WORKS ROSTER  
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and Northwest Landscape Services  
Project: 2011 ROW Landscape Maintenance  
Commencing: January 1, 2011  
Terminating: December 31, 2011  
Amount: \$95,000  
\$63,477.70 as bid, plus an additional \$31,522.30 management reserve to be used only upon written authorization by the city

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

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for ROW Landscape Maintenance and

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

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

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

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

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set

## Exhibit 1

forth in Exhibit "D" for a sum not to exceed \$95,000 (\$63,477.70 as bid, plus an additional \$31,522.30 management reserve to be used only upon written authorization by the city).

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

**4. Time of Performance/Liquidated Damages.** The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 150 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

### 5. Warranties/Guaranty.

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

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

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

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

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

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

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of

## Exhibit 1

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

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

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

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

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

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

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

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

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

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

## Exhibit 1

D. The Contractor reserves the right to terminate this Agreement 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.

**12. Duration.** This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index – Urban (CPI-U) rate.

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

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

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

**15. 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.

**16. 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.

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

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

**19. 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.

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

Exhibit 1

**TO CITY:**

Department of Public Works  
Project Manager  
City of Sammamish

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

Sammamish, WA 98075

Phone: (425) 295-0500

**TO CONTRACTOR:**

Contractor: Northwest Landscape Services

Contact Name: KC Harding

Street Address: PO Box 864

City, State, Zip: Woodinville, WA 98072

Phone:

Contact email: kc@nlswa.com

CITY OF SAMMAMISH, WASHINGTON

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

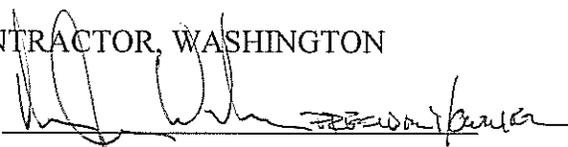
Title: City Manager

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

Attest/Authenticated:

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

CONTRACTOR, WASHINGTON

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

Title: Owner

Date: 12/27/10

Approved as to Form:

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

Exhibit 1

Price Break down and Amendments

Site name	Pre tax amount
228 <sup>th</sup> Ave	\$34,937.00
Iss-Pine Lake Rd	\$3,430.00
Inglewood Hill Roundabout	\$2,107.00
SE 32 <sup>nd</sup> Street	\$1,396.50
East Beaver LAKE Dr.	\$931.00
NE 8 <sup>th</sup> St.	\$3,552.50
Beaver Lake Way	\$1,470.00
SE 24 <sup>th</sup> St	\$1470.00
NE 16 <sup>th</sup> St.	\$1494.50
South Pine Lake Route	\$2,107.00
NE 20 <sup>th</sup> Corner	\$1,260.00
Chun's Circle	\$840.00
SE 30 <sup>th</sup> Corner	\$910.00
Thompson hill Landscape	\$1,120.00
Rachel Carson School	\$945.00

Sub -total: \$57,970.50  
 WSST: \$5,507.20  
 Total Price: \$63,477.70

**Amendments**

The City of Sammamish reserves the right to amend the contract up to \$95,000.

EXHIBIT A  
City of Sammamish

**SECTION A – GENERAL SCOPE OF SERVICES**

- A. The Contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following streetscapes within the City of Sammamish.
1. **228<sup>th</sup> Ave**  
SE 32<sup>nd</sup> St. (South City Limits) to NE 20<sup>th</sup>  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with lawn maintenance as described in parts **I, II, III, and IV** of this section.
  2. **Issaquah Pine Lake Rd.**  
228<sup>th</sup> Ave. to SE 32<sup>nd</sup> (roundabout and islands)  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
  3. **Inglewood Hill (roundabout)**  
Inglewood Hill @ 216<sup>th</sup> Ave NE  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
  4. **SE 32<sup>nd</sup> Street**  
241<sup>st</sup> Ave SE to Sunny Hills Elem.  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
  5. **East Beaver Lake Dr.**  
SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
  6. **NE 8<sup>th</sup> Street**  
231<sup>st</sup> Pl to 244<sup>th</sup> Ave NE.  
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
  7. **Beaver Lake Way**  
Beaver Lake Way @ Beaver Lake Dr.

## Exhibit 1

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 8. **SE 24<sup>th</sup> Street**

228<sup>th</sup> Ave SE to 244<sup>th</sup> Ave SE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 9. **NE 16<sup>th</sup> Street**

212<sup>th</sup> Ave NE (East Sammamish Park) to 219<sup>th</sup> Place NE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 10. **South Pine Lake Route**

228<sup>th</sup> Ave SE to 212<sup>th</sup> Ave SE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 11. **NE 20<sup>th</sup> corner**

228<sup>th</sup> Ave NE and NE 20<sup>th</sup> Pl

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 12. **Chun's Circle**

Windsor Blvd and Hazel Wolf wetland Parking lot

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 13. **SE 30<sup>th</sup> Corner**

SE 30<sup>th</sup> and 226<sup>th</sup> Corner

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 14. **Thompson Hill Landscape**

Thompson Hill and Eastlake Sammamish Parkway intersection

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

### 15. **Rachel Carson School**

244<sup>th</sup> NE and Rachel Carson Elementary school frontage

## Exhibit 1

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts I, II, III, and IV of this section.

- B. The areas to be maintained in the streetscapes may include, but are not limited to lawn areas, trees, shrubs, sidewalks, walkways, rockeries, retaining walls, fences, mowing strips, groundcover, flower beds, drain systems and paved areas. This includes areas behind the sidewalk in the ROW and all areas within the ROW.
- C. The Contractor shall replace, at Contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provision herein. Plant materials supplied by the contractor shall be of first quality condition and shall be guaranteed by the Contractor for one year.
- D. Contractor's operations and activities pursuant to a contract awarded from this RFP shall be under the control and supervision of the City's Operations and Maintenance Manager or other designated representative.
- E. The City will make monthly inspections of the services performed by the Contractor at each site using monthly site maintenance checklists. The Contractor or designee shall attend such monthly inspections. Inspection times will be set up to accommodate both parties' schedules. If performance deficiencies are found, they will be noted on the checklist and the City may withhold payment for these services until the deficiencies are corrected. The Contractor shall be held responsible for any and all damages caused by his negligence or that of his employees in providing the services contracted for by the City of Sammamish in this contract.
- F. The Contractor shall establish a weekly work schedule such that, to the extent possible, work at a specific Streetscape shall be performed on the same day each week.
- G. If either the City or the Contractor desires additional work or services, a Discretionary Work Request Form as found in Attachment 1 shall be used. The additional work or services requested should be specified by the city and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work.

The general descriptions of the landscaping and maintenance services to be provided at the Streetscapes are as follows.

### **I. Lawn Care:**

The Contractor shall maintain all lawns at the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work specified for each site:

- a) Mowing: Lawn areas shall be mowed in accordance with the scope for each streetscape so as to maintain a neat, trim appearance. The Contractor shall remove all paper, rubbish, or debris from each lawn area prior to mowing. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February shall be at the discretion of the City.

## Exhibit 1

*Fine mowing means the grass should be mowed to a uniform height of 2 ¼ - 2 ½ inches. Rough mowing means the turf should be mowed to a height of 4-6 inches. Grass clippings shall be picked up and removed from the site after each mowing if mowing or equipment use results in clumping.*

- b) Edging. All lawn edges shall be trimmed after each mowing. This edging includes cutting grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, or any other object or structure within or bordering the lawn areas. More or less frequent edging may be designated by the City in individual streetscapes scope of work. Edging shall be done by powered edging equipment. Exception – by owner direction only.
- c) Blowing. The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris resulting from lawn mowing and edging tasks. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

## **II. Plant Materials, Bed Areas, Tree Wells:**

**The Contractor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition, by performing the following operations and other work specified for each area.**

- a) **Pruning:** Pruning of trees, shrubs, and hedges shall be done as follows and all pruning must be done under the supervision of a certified arborist.
  - 1. Trees, shrubs, and hedges, should be shaped, trimmed, or sheared to maintain desired shape and function, and to keep a neat trim appearance.
  - 2. The lower branches of trees should be raised above head height wherever they overhang walks or paths. Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities, should be pruned back to the first lateral. Pruning over 12 feet in not part of the scope of services and will be handled by use of a Discretionary Work Request Form (Attachment 1). Unless specifically called for in the bid request for a specific site.

Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch to tree collar.

- 3. Ornamental trees. Ornamental trees shall not be pruned except to remove singular broken branches or perform minor clearance pruning. Exception – by owner direction only.

Ornamental trees without tree wells are to be grass free 12-18 inches from the tree base.

The Contractor shall be responsible for notifying the City representative of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.

## Exhibit 1

The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, streets, sidewalks, and utility vaults. They shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and bed areas. Damage caused by the Contractor's negligence in performing this function shall be the Contractor's responsibility to repair/rectify to the City's satisfaction.

4. The Contractor shall remove suckers, and other undesirable growth on trees and shrubs.
5. Naturalized bulbs in shrub beds and tree circles shall be deadheaded after blooming and the foliage cut back once dieback is apparent.
6. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

### b) Weed/Disease/Pest Control

1. *Trees, shrub, and groundcover areas shall be kept free of weeds. Bed areas shall be kept in weed free condition.*
2. Weeding may be done by mechanical and/or chemical means. Tree wells shall be kept free of weeds. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Casoron shall be used only with the approval of the Operations and Maintenance Manager or designee and only in very limited areas. All spraying shall be done in compliance with all federal, state, and local laws and regulations.

*Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner.*

3. The Contractor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators. Contractor is responsible to notify the City of any such condition.
4. The Contractor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City.
5. Plant materials supplied by the Contractor to the City shall be of first quality condition and shall be warranted by the Contractor for one year

### III. Hard Surfaces:

The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

### IV. Other Services:

## Exhibit 1

Leaves shall be removed from all contractor-maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable; otherwise accumulations should be removed from the site.

All litter and animal feces shall be removed from contractor-maintained areas weekly. The Contractor shall remove litter from the site for disposal.

Windfall branches and debris shall be removed from all contractor-maintained areas for disposal by the Contractor. Wind fallen trees are not part of this contract and will be handled with a Discretionary Work Request Form in Attachment 1.

### **SECTION B – INFORMATION TO BE SUBMITTED WITH PROPOSAL**

Each Contractor must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response may prevent the Contractor from further consideration for the services described in this RFP.

#### a) Contractor Profile:

- 1) Provide the full name, main office address, and tax identification number of the entity that would ultimately enter into a contract with the City.
- 2) Provide the name and address of the entity that would actually provide the services to the City, if different from above.
- 3) Identify if your firm is an individual, partnership or corporation; if incorporated, the state of incorporation.
- 4) Provide an Organizational chart.
- 5) Provide the name(s), addresses(s), and telephone numbers(s) of the persons who are authorized to negotiate a contract with the City and also the contact person to whom notices regarding the RFP should be sent.
- 6) Provide copies of all business registrations/business licenses, contractors' license, and commercial pesticide applicators license(s).

#### b) Equipment Inventory:

- 1) Provide an inventory of equipment that you currently own, by make, size, year, and condition.
- 2) Provide a list of equipment by make and size that you plan on purchasing within the next twelve months.

The City may choose to inspect some or all of the equipment.

#### c) References/Experience/Past Projects

- 1) List five references, include names, titles, and telephone numbers of contact persons, which you have provided services to in the past two years.
- 2) Provide a list of four additional projects or contracts that your firm currently services that is similar in scope to this RFP.
- 3) List any other relevant experience.

## Exhibit 1

The City will contact some or all of the listed references and may conduct a site visit of one or more of the projects or contracts listed.

### d) List of Workers/Subcontractors:

- 1) List all proposed staff by name, identifying the proposed Contract Manager. List each person's current role in your firm and their proposed role in relation to the work contemplated under this RFP. Tell whether they will be employed full-time or part-time.
- 2) Describe each staff member's specific professional qualifications and years of applicable experience.
- 3) List all subcontractors and the work to be subcontracted out to them. If you do not know the name of the subcontractor, list the work you plan to subcontract out.

### e) Insurance Coverage:

The Contractor must furnish general liability insurance of not less than \$1,000,000 per occurrence/aggregate for personal injury and /or property damage.

Worker's compensation in accordance with Washington State law shall be secured for the Contractor and its employees, and for all subcontractors.

The City may require a performance bond.

If awarded a contract, these insurance policies shall be changed to name the City of Sammamish as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policies, except upon thirty (30) days prior written notice to the City.

### f) Other information/questions

- 1) Has the Contractor ever been terminated, replaced, or failed to complete work awarded under a contract? If so, name the client and describe the circumstances.
- 2) Has the Contractor ever been named as a defendant in any litigation brought on by a client as a result of a contract? If so, describe the circumstances fully, and identify the court in which the litigation was filed and provide the case number.
- 3) Describe the Contractor's on-call and emergency response procedures to deal with problems such as fallen trees, open gates, vandalism, etc. Provide a list of hourly rates for all services and any minimum call-out hours.

### g) Price Proposal Sheets for each of the nine-streetscape areas.

Section C contains a price proposal summary sheet and price proposal sheets. These sheets provide a work description and frequency of services specific for each site. The price proposal sheets request a detailed breakdown on the costs of providing the specific services. The price proposal summary sheet should also be completed. This summary sheet lists the proposed cost for all nine streetscape areas.

- 1) Complete the price proposal summary sheet.
- 2) Complete one of the price proposal sheets for each site for the price proposal package.

**Attachment "A-1"**  
**Maintenance Schedule - 228<sup>th</sup> Ave**  
**SE 32<sup>nd</sup> St. (Southern City Limits) to NE 20<sup>th</sup> St.**

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1. Mowing irrigated areas	Once per week starting the second week in March and ending the third week in November	38
2. Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29

Exhibit 1

3. Line trimming	Once per week starting the second week in March and ending the third week in November	38
4. Edging	Once per week starting the second week in March and ending the third week in November	38
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5. Fertilize Shrubs & Beds	Once per year in September or October	1
6. Pruning – Shrubs	April, June, November	3
7. Pruning- Trees	November	1
8. Ground cover trimming	April, June, August, November	4
9. Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

**Attachment “A-2”**  
**Maintenance Schedule - Issaquah Pine Lake Rd.**  
 288<sup>th</sup> Ave. to SE 32<sup>nd</sup> (roundabout and islands)

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC

Exhibit 1

<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment “A-3”**  
**Maintenance Schedule – Inglewood Hill Round about.**  
 Inglewood Hill @ 216<sup>th</sup> Ave NE

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC

Exhibit 1

<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-4"**  
**Maintenance Schedule – SE 32<sup>nd</sup> Street**  
 241<sup>st</sup> Ave SE to Sunny Hills Elem

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-5"**  
**Maintenance Schedule - East Beaver Lake Dr.**  
 SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

**Attachment "A-6"**  
**Maintenance Schedule - Beaver Lake Way**  
 Beaver Lake Way @ Beaver Lake Dr.

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

**Attachment "A-7"**  
**Maintenance Schedule – SE 24<sup>th</sup> Street**  
 228<sup>th</sup> Ave SE to 244<sup>th</sup> Ave SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	Line Trim all guard rails and bridge abutments once in April, May, June, July, September and October	6
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-8"**  
**Maintenance Schedule - NE 16<sup>th</sup> Street**  
 212<sup>th</sup> Ave NE (East Sammamish Park) to 219<sup>th</sup> Place NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

**Attachment "A-9"**  
**Maintenance Schedule – NE 8<sup>th</sup> Street**  
 231<sup>st</sup> PI NE to 244<sup>th</sup> NE

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-10"**  
**Maintenance Schedule – South Pine Lake Route**  
 228<sup>th</sup> Ave SE to 212<sup>th</sup> Ave SE

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-11"**  
**Maintenance Schedule – NE 20<sup>th</sup> Corner**  
 228<sup>th</sup> Ave NE and 20<sup>th</sup> PI NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment "A-12"**  
**Maintenance Schedule – Chun's Corner**  
Windsor Blvd and Hazel Wolf Wetland Parking Lot

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	35
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	35

**Attachment "A-13"**  
**Maintenance Schedule – SE 30<sup>th</sup> Corner**  
 SE 30<sup>th</sup> and 226<sup>th</sup> SE intersection

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	Once per week starting the second week in March and ending the third week in November	38
2.Mowing non irrigated areas	NIC	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

## Attachment "A-14"

**Maintenance Schedule – Thompson Hill Landscape**

Thompson Hill and Eastlake Sammamish Parkway intersection

Maintenance Task #	Specification Notes	Estimated Total Frequency
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	35
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	35

**Attachment "A-15"**  
**Maintenance Schedule – Rachel Carson Landscape**  
 NE 244<sup>th</sup> and Rachel Carson Elementary School

<b>Maintenance Task #</b>	<b>Specification Notes</b>	<b>Estimated Total Frequency</b>
<b>Maintenance Task I. Lawn care</b>		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
<b>Maintenance task II. Plant Materials, Bed areas, and tree wells</b>		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
<b>Maintenance Task III. Hard surfaces</b>		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
<b>Maintenance Task IV. Other</b>		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

## GENERAL AND SPECIAL CONDITIONS

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

All work shall be in strict accordance with the 2004 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

### SC-01 Permits and Licenses

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

### SC-02 Project Safety

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

### SC-03 Hazardous Chemical Inventory

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

### SC-04 Traffic Control Plan

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be

## Exhibit 1

allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 837-4633, and Metro/King County Bus operations, of each day's lane closures and approximate times.



# REQUEST FOR CONTRACT PAYMENT

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

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

Contractor \_\_\_\_\_

Specific Program / Budget Code \_\_\_\_\_

**PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS**

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

Total Contact Amount: \$ \_\_\_\_\_

Previous Payments: \$ \_\_\_\_\_

**CURRENT PAYMENT REQUEST:** \$ \_\_\_\_\_

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ \_\_\_\_\_

Project Engineer \_\_\_\_\_ Date \_\_\_\_\_

**ATTACH ITEMIZED DESCRIPTION  
OF SERVICES PROVIDED**

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

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

EXHIBIT C  
CITY OF SAMMAMISH  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074  
Phone: (425) 898-0660  
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation
- Partnership
- Government
- Individual/  
Proprietor
- Other (Limited  
Liability Company)
- Consultant

TIN No.: 26-0482138

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

Print Name: Vaughn Weedman

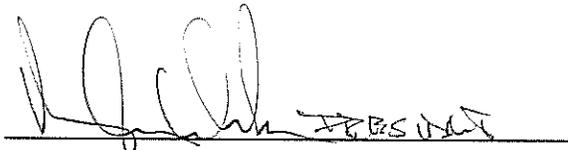
Title: Owner

Business Name: Northwest Landscape Services

Business Address: PO Box 864 Woodinville, WA 98072

Business Phone: 425-481-0919

2/2/10  
Date

  
Authorized Signature (Required)





# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 28, 2010

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Renew contract with Bravo Environmental NW, Inc. for 2011 Storm Sewer System Cleaning Services

**Action Required:** Authorize the City Manager to execute a small works roster contract agreement, in an amount not to exceed \$100,000.00, with Bravo Environmental NW, Inc. for year 2011 storm sewer system cleaning services.

**Exhibits:** 1. Small Works Roster Public Works Contract, signed by Bravo Environmental NW, Inc.

**Budget:** \$110,000 for Storm Sewer System Cleaning Services is included in the City Council's recently adopted 2011 budget. The 2011 budgeted amount is \$10,000 greater than the proposed contract amount.

**Summary Statement:**

This contract for storm sewer system cleaning services will augment and compliment the work of our in-house Public Works Maintenance and Operations staff. As has been the case for the past few years, storm sewer system cleaning services have been identified in the City's adopted 2011 budget to be performed as a contracted service.

**Background:**

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

Standard industry practice is to establish a baseline for maintenance cleaning of the stormwater system by determining which areas of the system require more frequent cleaning than others. Once this baseline is established a very specific maintenance program can be instituted which will give each



## City Council Agenda Bill

---

specific portion of the system only the level of cleaning service it requires to operate at peak efficiency. This level of service will help reduce pollution and sediment in the streams and lakes into which the system flows, as well as help reduce the possibility of flooding due to a poorly maintained system.

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

This contract is a one year base contract for 2011 with the possibility of one, one year renewal, at the City's option, at a simple Seattle CPI-U increase in the contracts' unit bid prices.

### **Financial Impact:**

\$110,000 is included in the Surface Water Management Maintenance Program budget in the recently adopted 2011 budget for storm sewer system cleaning services. The total contract "not to exceed" amount is \$100,000.00, \$10,000.00 under the budgeted amount. With execution of this contract, the cost of storm sewer system cleaning services in 2011 will be \$87,501.45 with a \$12,498.55 management reserve to be used for additional storm sewer cleaning services that may be needed during the year. This management reserve amount may only be expended by written authorization of the city.

### **Recommended Motion:**

Move to authorize the City Manager to execute and manage the contract with Bravo Environmental NW, Inc. for Storm Sewer System Cleaning Services for 2011 in an amount not to exceed \$100,000.00, including a management reserve amount of \$12,498.55.



**SMALL WORKS ROSTER  
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and Bravo Environmental NW Inc.  
Project: 2011 storm water system cleaning  
Commencing: January 1, 2011  
Terminating: December 31, 2011  
Amount: \$100,000  
\$87,501.45 as bid plus an additional \$12,498.55 management reserve to be used only upon written authorization by the city.

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

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for Storm Water cleaning and

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

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

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

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

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

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

## Exhibit 1

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$100,000 (\$87,501.45 as bid plus an additional \$12,498.55 management reserve to be used only upon written authorization by the city).

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

**4. Time of Performance/Liquidated Damages.** The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 150 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

### **5. Warranties/Guaranty.**

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

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

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

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

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

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

~~Exhibit~~ applicable; and employer's liability; and

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

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

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

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

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

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

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

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

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

D. The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty days.

Exhibit 1

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.

**12. Duration.** This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index –Urban (CPI-U) rate.

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

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

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

**15. 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.

**16. 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.

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

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

**19. 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.

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

Exhibit 1  
TO CITY:

Department of Public Works  
Project Manager  
City of Sammamish

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

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Bravo Environmental NW Inc

Contact Name: Al Schumacher

Street Address: 6705 NE 175<sup>th</sup> St

City, State, Zip: Kenmore, WA 98028

Phone:

Contact email: bob@bravoenvironmental.com

CITY OF SAMMAMISH, WASHINGTON

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

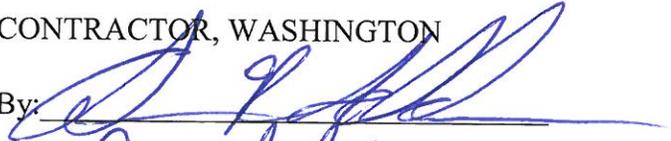
Title: City Manager

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

Attest/Authenticated:

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

CONTRACTOR, WASHINGTON

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

Title: President

Date: 12/29/10

Approved as to Form:

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

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will follow a systematic route, cleaning all Type 1 and Type 2 catch basins within the identified area. There are approximately 4200 type 1 and 2 catch basins within the areas show on Project Map. Zone 3 and 4 will be cleaned in the 1<sup>st</sup> year. Zones 1 and 2 will be cleaned in the 2<sup>nd</sup> year if the contract is renewed. East Lake Sammamish Parkway catch basins will be cleaned every year. The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The city reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
2. Contractor will log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been cleaned and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor will prepare a map in electronic format identifying the location of each catch basin. Log will be submitted monthly with request for payment.
3. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each catch basin location, the contractor will clean all catch basin grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No decant will be pumped or drained into the sanitary sewer system.
6. The city requires that the contractor respond to storm drainage related emergencies within ONE HOUR 24 hours a day 365 days a year. This includes but is not limited to vactoring, TV'ing, and jetting services.
7. All work shall be in strict accordance with the WSDOT Standard Specifications 2006 Cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings. In the event of a conflict between the contract documents and the Standard Specifications, the more stringent requirement shall apply.
8. The contractor may be asked to perform any of the schedule items A thru H with 24 hours notice.

9. **SCHEDULE A: Type 1 & Type 2 Catch Basins**

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Prices		Amount	
				Dollars	Cts	Dollars	Cts
1	Type 1 & 2 Catch Basins	4200	Each	\$32	10	\$67,410	00
2	The City may require services such as but not limited to items A – G listed in Schedule B.	1	Lump Sum	\$12,500		\$12,500	
6	WA State Sales Tax @ 9.5%					\$7,591	45

**SCHEDULE A TOTAL: \$87,501.45**

10. **HOURLY RATES FOR LUMP SUM MINOR CHANGES ON SCHEDULE A**

Item No	Item Description	Bid Quantity	Bid Unit	Total Amount
A	Cleaning all Type I and Type 2 catch basins and removal of all associated debris	1	Per Hour	\$185.00
B	Pipe jetting	1	Per Hour	\$145.00
C	Potholing	1	Per Hour	\$145.00
D	Root Cutting	1	Per Hour	\$145.00
E	TV-pipe inspection	1	Per Hour	\$145.00
F	Pipe and catch basin locating	1	Per Hour	\$145.00
G	Accident spill clean-up with a 45 minute response time	1	Per Hour	\$175.00
H	Emergency response to storm system related emergency, pipe jetting and vactoring. One hour response time, 24 hours a day 365days a week.	1	Per hour	\$185.00





# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 27, 2010

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** Contract Amendment with ANM Electrical for On-Call Electrical work

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

**Exhibits:**

1. Contract
2. Draft Amendment

**Budget:** 001-019-518-30-48-00 Repair and Maintenance

## Summary Statement

The City entered into a \$15,000 contract with ANM Electrical to perform On-Call electrical work as needed at City facilities. Due to the installation of LED lighting fixtures in the City Hall Lobby, the contract was exceeded by \$4,213.71.

## Background

July 2010 – The City entered into a \$15,000 contract with ANM Electrical to perform On-Call electrical work as needed at City Facilities.

March 2010 – Since moving into the City Hall Building, we have experienced problems with the light fixtures in the Lobby. After repeatedly attempting to address these issues – including removing the fixtures and returning them to the manufacturer to be redesigned – the problems persisted. Ultimately the City accepted a settlement offer from the manufacture for \$27,457.09 to resolve the matter.

October 2010 – ANM Electric agreed to convert the Lobby light fixtures to LED lights. The cost of labor and materials was \$9,033.75. ANM was paid under their On-Call contract. Since the original scope of this contract did not include this project, we have exceeded the maximum 2010 On-Call contract amount by \$4,213.71.



## City Council Agenda Bill

---

### **Financial Impact**

Contract Settlement with Lighting Manufacturer – \$27,457.09  
Cost to convert the lobby light fixtures to LED lights – \$9,033.75  
Amendment to ANM Electrical On-Call Contract – \$4,213.71

### **Recommended Motion**

Authorize the City Manager to execute the amendment with ANM Electrical.

**SMALL PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and ANM Electric, Inc.

Commencing: June 1, 2010

Terminating: December 31, 2011

Amount: not to exceed \$13500 /per year estimated sales tax \$1500/per year

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

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for on call electrical 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.

## Exhibit 1

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

### 5. Warranties/Guaranty.

5.1 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.

5.2. 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.

5.3 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.

5.4 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.

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

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

## Exhibit 1

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

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

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

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

~~8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, 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".~~

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

8.3 Prevailing Wages The work under the Contract is subject to the minimum wage requirements of Chapter 39.12 RCW, as amended or supplemented. 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.

## Exhibit 1

made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

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.

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

**10. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable 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.

### **11. Termination.**

A. 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

B. 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.

C. 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.

D. 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.

**12. Duration.** This contract may be renewed at the City's option for up to two (2) additional one year terms. Any adjustments to compensation will be agreed to by the City and the Contractor at the time of renewal.

**13. 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.

## Exhibit 1

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

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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

**19. 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.

**20. 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.

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

Exhibit 1

**TO CITY:**

City of Sammamish, and  
Administrative Services

Contact Name: Mike Sauerwein

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

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:  
msauerwein@ci.sammamish.wa.us

**TO CONTRACTOR:**

Contractor:  
ANM Mechanical

Contact Name: Andrew Clarke

Street Address: 8810 172<sup>nd</sup> Ave NE

City, State, Zip: Redmond, WA 98075

Phone: 425-861-7195

Contact email:

CITY OF SAMMAMISH, WASHINGTON

By:



Title: Mike Sauerwein Director, Admin  
Services

Date:

7-8-2010

CONTRACTOR, WASHINGTON

By:



Title: OPERATIONS MGR.

Date:

7/1/2010

Attest/Authenticated:

  
City Clerk

Approved as to Form:

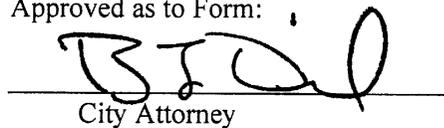
  
City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

On call electrical services. See attached rate schedule (exhibit C)

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             | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 91-1688881 Social Security No.: \_\_\_\_\_

Contractor:  
ANM ~~Mechanical~~ **ELECTRIC, INC**  
Contact Name: Andrew Clarke

Street Address: 8810 172<sup>nd</sup> Ave NE

City, State, Zip: Redmond, WA 98075

Phone: 425-861-7195

7/1/2010  
Date

  
Authorized Signature



PROPOSAL QUOTE  
On Call Electrical Services

JAN-2010 → Dec 2010

The undersigned hereby certifies that he/she has read the requirements and specifications for providing on call Tennant Improvement services in accordance with the City of Sammamish's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

We propose to complete Tennant Improvement Services in accordance with the Specifications at the prices listed including applicable taxes.

- 1. Labor Foreman \$ 90 Regular \$ 118 O.T. \$ - Emergency \$ -
- 2. Labor Apprentice \$ 50 Regular \$ 70 O.T. \$ - Emergency \$ -
- 3. Labor Assistant \$ - Regular \$ - O.T. \$ - Emergency \$ -
- 4. Service Call \$ 1 HR / per MINIMUM
- 5. Material---Mark up over cost % 15
- 6. Subcontractor---Mark up over cost % 8

TIME OF DAY / DAY OF WEEK WILL DETERMINE EMERGENCY COST  
NO ADDITIONAL COST ABOVE THAT

SIGNATURE OF AUTHORIZED OFFICIAL: 

TITLE OF AUTHORIZED OFFICIAL: OPERATIONS MGR

FIRM NAME: ANM ELECTRIC INC

ADDRESS: 8810 172 AVE NE CITY REDMOND ZIP 98052

TELEPHONE: (425) 861 7195 FAX: 425 869 0103

WASHINGTON STATE CONTRACTORS LICENSE NUMBER: ANMELI\*055LT

TAX IDENTIFICATION NUMBER: 91-1688881








**COUNCIL** *Sammamish* **MINUTES**  
 City of Sammamish Washington

**Regular Meeting**  
**December 7, 2010**

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

**Councilmembers present:** Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross (6:36 pm), John James, Tom Odell, and Michele Petitti.

MOTION: Deputy Mayor Whitten moved to excuse Councilmember John Curley. Councilmember Petitti seconded. Motion carried 5-0.

**Staff present:** Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Deputy Finance Director Aaron Antin, Accounting Manager Chris Gianini, City Attorney Kari Sand, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called. Admiral Stan Bump led the pledge.

**Public Comment**

Joellen Monson, Therapeutic Health Services, She thanked to the City Council for the Human Service grant awarded to this organization. She explained how the money will be used and who will benefit from their services.

**Approval of Agenda**

MOTION: The agenda was approved as presented 5-0.

**Skyline Student Liaison Report**

Skyline JSA (debate team) sent 35 students to the JSA Fall State Competition. Lauren Anderson, Tyler Baren, Lexie Boyer., Travis Fox and Max Sherman all earned Best Speaker gavels. Alex Marber tied for the title of Mr. JSA. Senior projects are being completed. Next week is Invisible Children's Week, which raises awareness for child soldiers in Africa. This will include several money-raising events. This week is Winter Wonder Week. The Food Drive and Warm Drive is going on as well. Blood Drive will be held December 9.

**Proclamations/Presentations**

- Mayor's Month of Concern Food Drive Report – Mary Trask, Director of the ARAS Foundation reported on the very successful Mayor's Month of Concern Food Drive.
- Resolution Of The Sammamish City Council Endorsing Lake Washington School District Resolution No. 2069 - Proposing A Capital Projects Levy To Provide Additional High School And Middle School Space – Dr. Chip Kimball, Superintendent for the Lake Washington School District reported on the purpose for the ballot measure and asked for the City Council's approval.

MOTION: Councilmember James moved to adopt the resolution endorsing Lake Washington School District Resolution No.2069 - Proposing A Capital Projects Levy To Provide Additional High School And Middle School Space. Deputy Mayor Whitten seconded. Motion carried 5-0 (R2010-441).

Councilmember Odell excused himself from consideration of this resolution as his wife is retired from Lake Washington School District and he wants to avoid any appearance of conflict of interest.

**Consent Calendar**

- **Payroll for period ending November 15 2010 for pay date November 19, 2010 in the amount of \$248,939.78**

**Payroll for period ending November 30, 2010 for pay date December 3, 2010 in the amount of \$259,382.73**

**Approval: Claims for period ending December 7, 2010 in the amount of \$1,532,391.90 for Check No.27952 through No.28068**

**Ordinance: Second Reading Amending Title 14A Of The Sammamish Municipal Code (O2010-294)**

**Approval: GIS Server for New Permit System Implementation**

**Contract: On Call Electrical/Sequoyah Electrical**

**Amendment: Blue Board Installation/Piedmont Signs**

**Amendment: Shoreline Master Plan/Chaney**

**Amendment: Shoreline Master Plan/EAS Adolfson**

**Approval: Minutes for October 5, 2010 Regular Meeting**

**Approval: Minutes for October 12, 2010 Special Meeting/Study Session**

**Approval: Notes for October 18, 2010 Study Session**

**Approval: Minutes for October 19, 2010 Regular Meeting**

**Approval: Minutes for October 26, 2010 Special Meeting/Study Session**

**Approval: Minutes for November 2, 2010 Regular Meeting**

**Approval: Minutes for November 9, 2010 Special Meeting**

**Approval: Minutes for November 15, 2010 Special Meeting**

**Approval: Minutes for November 16, 2010 Regular Meeting**

MOTION: Councilmember Petitti move to approve the consent calendar. Councilmember Cross seconded. Motion carried unanimously 6-0.

**Unfinished Business** - None

**New Business**

**Ordinance: First Reading Repealing Ordinance No. 02010-288, Which Amended The 2009-2010 City Budget.**

Deputy Finance Director Aaron Antin gave the staff report. This is a “housekeeping” action. It has no impact on the 2011-2012 Budget. Staff is not recommending any action at this time. This is the first reading. It will be placed on the Consent Agenda for the December 14, 2010 Special Meeting.

**Council Reports**

Councilmember Petitti reported on the trip to Denver for the purpose of touring recreation centers. They viewed four different centers in the Denver area.

Deputy Mayor Whitten reported on the City’s Tree Lighting Ceremony. She also participated in a City Hall Tour for some elementary students.

Councilmember Odell reported on the National League of Cities conference, which was also held in Denver.

Councilmember Cross will attend the Puget Sound Regional Growth Management committee meeting tomorrow. He also wanted to thank the staff for great work they did at the 32<sup>nd</sup> Street Barricade meeting held last week. He recommended sharing traffic calming strategies with the public at the next barricade meeting.

**City Manager Report**

Deputy City Manager Pete Butkus gave the report. The city has received a grant for \$23,000 from the National Traffic Safety Board to install flashing signs in three school zones. The city partnered with Lake Washington School district to apply for the grant. He asked for direction from the City Council to approve placing some type of fundraising sign by the Freed House. If the council so approves, changes will have to be made to city code to allow for it.

MOTION: Councilmember Cross moved to authorize staff to permit a sign for the Freed House and for staff to develop any code amendments necessary to implement the permit. Councilmember Petitti seconded. Motion carried 4-2 with Councilmembers Odell and James dissenting.

Councilmember James expressed concern that locating a sign at the current location of the Freed House might confuse people as to where the house will be permanently located. Councilmember Odell expressed concern that allowing this sign may set precedence for other groups wanting to place signs in the right of way.

Mr. Butkus updated Council on the city's snow and ice preparation.

Mr. Butkus updated the Council on the process for the Shoreline Master Plan. Councilmember Odell requested a full cost accounting for this process after it is completed.

Meeting adjourned at 8:15 pm

---

Melonie Anderson, City Clerk

---

Donald J. Gerend, Mayor

# COUNCIL MINUTES

## Special Meeting December 14, 2010

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

**Councilmembers present:** Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross, John James and Tom Odell.

**Councilmembers absent:** Councilmembers John Curley and Michele Petitti.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, Assistant City Attorney Kari Sand, and Deputy City Clerk Stacy Herman.

### Roll Call/Pledge of Allegiance

Roll was called. Deputy City Manager Pete Butkus led the pledge.

### Approval of Agenda

**MOTION:** Deputy Mayor Whitten moved to approve the revised agenda as presented at the meeting. Councilmember Cross seconded. Motion carried unanimously 5-0.

### Proclamations/Presentations

#### **Planning Commission Hand Off of Transfer of Development Rights Regulations**

Community Development Director Kamuron Gurol and Planning Commission Chair Tom Vance presented the City Council with the Planning Commission (PC) Transfer of Development Rights recommendation. The regulations would authorize sites within the City or unincorporated King County to transfer density into the Town Center. A PowerPoint Presentation outlining the recommendations, next steps for council review and the PC's process and is available on the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us) or in the City Clerk's Office upon request. This is the handoff from the Planning Commission to the City Council. Additional detailed information will be forthcoming in the following months as the City Council reviews this program.

#### **Interlocal Agreement: Transfer of Development Rights/King County**

Community Development Director explained the Interlocal Agreement between the City of Sammamish and King County. It would authorize sending sites in unincorporated King County to transfer density into Town Center, limit the number of sending sites from unincorporated King

County to 75 TDR's, provide amenity funds to the city in phases, and allow for protection of City specified focus sending sites, such as DNR sites. This will be coming back to the City Council at a future meeting in 2011 for further discussion.

### Consent Calendar

- **Ordinance: Second Reading Repealing Ordinance No. 02010-288, Which Amended The 2009-2010 City Budget. (O2010-295)**
- ~~**Bid Award: NE 14<sup>th</sup> Drive Neighborhood Traffic Management Program Project/ConstructCo**~~
- **Contract: Facilities Janitorial Services/SMS Cleaning, Inc.**
- **Contract: Legal Services/Kenyon Disend**
- **Contract: Recycle Events/Olympic Environmental**
- **Contract: On-Call Technical Support for Park, Recreation and Open Space Comprehensive Plan/Bruce Dees**
- **Motion Canceling Council Meetings for December 20, December 21, 2010, AND January 17, 2011 and Council Office Hours on these days**

AMENDMENT: To remove NE 14<sup>th</sup> Drive Neighborhood Traffic Management Program Project with ConstructCo and place it as the first item under new business. Motion carried unanimously 5-0.

MOTION: To approve consent calendar as amended. Motion carried unanimously 5-0.

### New Business

**Bid Award: NE 14th Drive Neighborhood Traffic Management Program Project/ConstructCo**

MOTION: Move to authorize the City Manager to award and execute a Small Works Construction Contract with Construct Company LLC for construction of NE 14th Drive Neighborhood Traffic Management Project in the amount of \$158,443.90 and to administer a project construction contingency of \$31,680. Motion carried unanimously 5-0.

### Public Hearing

**Ordinance: Second Reading and Continuation of Public Hearing Relating To Siting Of Wireless Communication Facilities; Amending Chapter 21a.55.070 And .080 Of The Sammamish Municipal Code; Providing For Attachment Of Base Station Equipment And Limiting Height Increases; Providing For Severability; And, Establishing An Effective Date**

Community Development Director Kamuron Gurol gave the staff report. This is the second reading of the ordinance and continuation of the public hearing. There was no public comment. The public hearing has been continued to February 15, 2011.

### **New Business**

#### **Contract: Prosecution Services/Moberly**

Administrative Services Director Mike Sauerwein gave the staff report. The contract is for prosecution services for 2011. The Law Firm of Lynn Moberly voluntarily reduced their fee for prosecution services from \$90,000 in 2009 to \$87,000 in 2010. They have further reduced their fee for 2011 to \$86,568 per year.

**MOTION:** to approve the contract with Lynn Moberly for Prosecution Services in the amount of \$86,568. Motion carried unanimously 5-0.

### **Council Reports**

Councilmember Cross: He attended the Growth Management Council last week and they discussed affordable housing.

Councilmember James: He attended the Mayor/Deputy Mayor meeting at City Hall yesterday and the volunteer dinner last night.

### **City Manager Report**

#### **Art Installation for trees in front of Starbucks**

Deputy City Manager Pete Butkus gave the staff report. The Arts Commission came up with a project to place knitted sweaters with a winter theme on the trees in front of Starbucks along 228<sup>th</sup> Avenue SE. This is a trial project, and all the materials for this art display were donated.

City Council discussed the possibility of adding a student from Eastside Catholic as a Liaison that would attend monthly council meetings. Assistant City Attorney Kari Sand confirmed that this could be done so long as they sign the same agreement as the students from the two other schools.

**Executive Session** – None.

Meeting adjourned at 9:30 p.m.

---

Stacy Herman, Deputy City Clerk

---

Donald J. Gerend, Mayor





# City Council Agenda Bill

**Meeting Date:** January 4, 2011

**Date Submitted:** December 22, 2010

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Authorizing Fundraising Signs in Certain Zones

**Action Required:** Ordinance – First reading: review and modify as necessary

**Exhibits:** 1. Draft Ordinance

**Budget:** Minimal expenditure of funds at this point

**Summary Statement:**

The City council, by motion at a meeting on December 7, 2010, indicated conceptual support for fundraising signs at the Freed Farmhouse. Staff noted that a change to the City Code might be necessary to accomplish this. This DRAFT Ordinance is that City Code change necessary to allow such signs.

**Background:**

The 2011-12 Budget set aside funds for work on the Freed Farmhouse. Included in the Budget actions was the understanding that the Sammamish Heritage Society or others would have to provide substantial private donations or other funds to match the budgeted City funds. Allowing for a sign regarding this anticipated fundraising would be supportive of the fund raising efforts. NOTE: The City Council has conceptually supported fundraising signs – this DRAFT Ordinance is an attempt to support this concept by making such sign legal under the City Code.

**Financial Impact:**

Modest – the immediate action has limited municipal investment. There will be additional investment by staff to take this matter before the Planning Commission for review and recommendation on a permanent Ordinance.

**Recommended Motion:**

**First Reading:** Receive input and make suggested changes to the DRAFT.



**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
**ORDINANCE NO. O2011 - \_\_\_\_**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, TEMPORARILY AUTHORIZING  
FUNDRAISING SIGNS IN CERTAIN ZONES OF  
THE CITY; AND DECLARING AN EMERGENCY**

WHEREAS, the City owns the historic Freed Farmhouse; and

WHEREAS, the current location of the house is inappropriate and the house must be moved; and

WHEREAS, the house is also in need of restoration; and

WHEREAS, the Sammamish Heritage Society has offered to conduct fundraising to move the house and restore it; and

WHEREAS, the City Council has budgeted City funds for moving and restoration of the Freed Farmhouse, but said funds will have to be supplemented by substantial additional funds raised by the Heritage Society or others as necessary for restoration of the Freed Farmhouse; and

WHEREAS, it has been proposed to place a sign at the current location of the house indicating that a fundraising effort is ongoing; and

WHEREAS, RCW 35A.63.220 provides that the City may adopt temporary interim zoning controls provided that a public hearing on the interim zoning ordinance is held within sixty days of its adoption; and

WHEREAS, an interim zoning ordinance may be effective for not longer than six months unless renewed in accordance with RCW 35A.63.220; and

WHEREAS, leaving the Freed Farmhouse in its present location, and without restoration, will result in further deterioration of the house and continue the undesirable impacts on neighboring properties; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety, and welfare to adopt interim zoning regulations, on an emergency basis, in order to forestall further damage;

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

**Section 1. Fundraising Signs Authorized – Applicability.** Fundraising signs are hereby authorized in R-6, R-8, R-12, and R-18 zones as provided in the following sections of this Ordinance.

**Section 2. Definition of Fundraising Sign.** For the purposes of this ordinance, “fundraising sign” is a sign that is erected by a nonprofit or not-for-profit organization for the purposes raising money to support a cause or purpose promoted by the nonprofit or not-for-profit organization.

**Section 3. Location.** Fundraising signs authorized by this Ordinance are subject to the following location requirements:

- A. Fundraising signs may only be located on property zoned R-6, R-8, R-12, and R-18;
- B. Any fundraising sign authorized located on a street corner or driveway shall conform to with Chapter 14.01 SMC, Public Works Standards, and SMC 21A.25.220, sight distance requirements; and
- C. All signs shall be located on private property with the written permission of the property owner.

**Section 4. Specifications for Fundraising Signs.** Fundraising signs authorized by this Ordinance may be attached to a wall or be free standing signs subject to the following design specifications:

- A. All signs shall be limited to an area of thirty-two (32) square feet;
- B. Signs shall not be illuminated;
- C. All signs shall be constructed of wood or a similar material;
- D. Display of the sign is limited to a maximum of one (1) year;
- E. Freestanding signs shall not exceed a height of eight (8) feet; and,
- F. Freestanding signs shall be located outside of required zoning setbacks.

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

**Section 6. Effective Date.** This ordinance, being an emergency ordinance necessary for the public health, safety, and welfare, shall take effect and be in full force immediately.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_ DAY OF \_\_\_\_\_ 2011.**

CITY OF SAMMAMISH

---

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

---

Melonie Anderson, City Clerk

Approved as to form:

---

Bruce L. Disend, City Attorney

Filed with the City Clerk:      December 22, 2010  
First Reading:                      January 4, 2011  
Passed by the City Council:  
Date of Publication:  
Effective Date: