



City Council, Regular Meeting

AGENDA

March 1, 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

- Approval: Lease Agreement with King County Sheriff for Room 202 City Hall

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 February 15, 2011 for pay date February 18, 2011 in the amount of \$226,068.64
- 1. Approval: Claims for period ending March 1, 2011 in the amount of \$822,014.09 for Check No.28636 through No. 28705
- 2. Contract: Engineering On-Call/WH Pacific
- 3. Contract: 244th Non-Motorized Design/Reid Middleton
- 4. Approval: Minutes for February 15, 2011 Regular Meeting

Public Hearings

- 5. Ordinance: Third 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

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.

6. Ordinance: First Reading Amending Chapter 21A.20 To Authorize Professional Office Uses In The R-12 And R-18 Zones And Amending Chapter 21A.65 To Clarify Existing Standards Governing Animals In The Sammamish Municipal Code
7. Ordinance: An Ordinance Adopting Electrical Vehicle Infrastructure Regulations And Amending Chapters 20.15, 21B.20, 21A.15, 21A.20 And 21A.40 Of The Sammamish Municipal Code

Unfinished Business - None

New Business

8. Resolution: Authorizing The Removal Of The SE 32nd Street Barricade
9. Contract: Community Center Design/BRS

Council Reports

City Manager Report

Executive Session – Property Acquisitions pursuant to RCW 42.30.110(1)(b)

Adjournment

AGENDA CALENDAR

Mar. 2011			
Tues. 3/1	6:30 pm	Regular	Lease Agreement: KC Sheriff East County Command Center Public Hearing: Third Reading Ordinance Wireless Code Amendments Public Hearing: First Reading Ordinance Animal Management Public Hearing: First Reading Ordinance Zoning Changes Public Hearing: First Reading Ordinance Electric Vehicle Charging Stations Code Resolution: Connectivity 32nd Street Barricade Resolution: ARCH Work Plan and Budget (consent) Contract: Engineering On-Call Services (consent) Contract Award: Consultant Contract 244th Non-Motorized Contract: Community Center Design/BRS (consent) Executive Session: Property Acquisition
Tues. 3/8	5:30 pm	Joint Meeting with Parks Commission/Special Meeting	Review: PRO Plan (SS) Discussion: Community Center/Aquatic Center (SS) Planning Commission Handoff: Stormwater Manual Update (SS) Resolution: PRO Plan Process
Thurs 3/10	6:30 pm	Joint Meeeting/Issaquah City Council	
Mon. 3/21	6:30 pm	Joint Study Session/PC/Regular Meeting	Sustainability Strategy (SS) Discussion: Overlay List (SS) Public Hearing: Fourth Reading Ordinance for Wireless Amendments (if necessary) Ordinance: Second Reading Animal Management (consent) Ordinance: Second Reading Zoning Changes (consent) Ordinance: Second Reading Electric Vehicle Charging Stations Code (consent) Ordinance: First Reading/Condemnation Update: Shoreline Master Plan
Apr. 2011			
Tues. 4/5	6:30 pm	Regular	Public Hearing First Reading/Ordinance Shoreline Master Public Hearing First Reading/Ordinance Stormwater Manual Update Contract: OHWM
Tues. 4/12	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire Update: Natural Gas Pipeline
Mon. 4/18	6:30 pm	Regular Meeting	Ordinance: Second Reading/SMP Ordinance: Second Reading/Stormwater Manual Update Contract Award: Recreation Center/Otak
May 2011			
Tues. 5/3	6:30 pm	Regular	Contract: Consultant/SWM Inglewood & Tamarack Stormwater Analysis
Tues. 5/10	6:30 pm	Study Session	Department Report: Finance/IT/Parks/Public Works
Mon 5/16	6:30 pm	Regular Meeting	
Mon. 5/30	Closed	Holiday	Memorial Day – City Offices Closed
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	Presentation: SAGE Team

Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan Discussion: Community Center/ Aquatic Center
Mon. 6/20	6:30 pm	Regular Meeting	Contract: Pavement Overlay
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	Community Center (placeholder) Contract: 244 th Non-Motorized
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Regular Meeting	
August 2011			NO MEETINGS
Sept. 2011			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	
Tues. 9/13	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 9/19	6:30 pm	Regular Meeting	
Oct. 2011			
Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	Discussion: SWM update 2012 Department Reports: Finance/IT/Parks/Public Works
Mon. 10/17	6:30 pm	Regular Meeting	
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/21	6:30 pm	Regular Meeting	
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Resolution: Final Acceptance/2011 Pavement Overlay
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	
Code Compliance Code Amendments (Feb/March 2011) Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Bid Award: Room 202 Tenant Improvements (Consent)		Final Acceptance: 244 th Avenue Improvement Project Final Acceptance: SE 20 th Street Non-motorized Improvement Project Award Presentation: GOFA Financial Reporting Award	
		Parked Items	
		Joint Meeting/Issaquah School Dist. Joint Meeting/LWSD Joint Meeting/Issaquah City Council Joint Meeting/Samm PW & S Focus Groups for Community Center	

<< February

March 2011

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. City Council Meeting	2 6:30 p.m. Parks and Recreation Commission Meeting Canceled	3 6:30 p.m. Planning Commission Meeting	4	5
6	7	8 5:30 p.m. Regular Meeting / Study Session	9 6:30 p.m. Community & Aquatic Center Feasibility Study	10 6:30 p.m. Joint Meeting with City of Issaquah 6:30 p.m. Community Garden Steering Committee Meeting	11	12
13	14	15 5:30 p.m. City Council Council Office Hour	16 6 p.m. Sammamish Youth Board Meeting 7 p.m. Naturescaping Seminar Canceled	17 6:30 p.m. Planning Commission Meeting	18	19
20	21 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	22 8 a.m. SAMMI Art Award Exhibit	23	24 6 p.m. SAMMI Art Reception	25	26 9 a.m. Volunteer Event
27	28	29	30	31		

<< March

April 2011

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Planning Commission Meeting 6:30 p.m. Community Garden Steering Committee Meeting	8 6 p.m. Art Exhibit Reception - Brian Bonebrake	9
10	11 6:30 p.m. Community & Aquatic Facility Feasibility Study	12 6:30 p.m. City Council Study Session	13	14	15	16
17	18 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	19 5:30 p.m. City Council Council Office Hour	20 6 p.m. Sammamish Youth Board Meeting	21 6:30 p.m. Planning Commission Meeting	22	23 9 a.m. Planting at Illahee Trail
24	25	26	27	28	29	30 10 a.m. Earth Day & Volunteer Event 10 a.m. Sammamish Walks



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 22, 2011

Originating Department: City Manager

Clearances:

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

Subject: Lease Agreement with the King County Sheriff's Office

Action Required: Authorize the City Manager to sign the Lease

Exhibits: 1. Lease Agreement with exhibits

Budget: The Lease will generate \$104,000 a year in revenue.

Summary Statement:

The King County Sheriff's Office has expressed interest in leasing space at Sammamish City Hall for their East Precinct Command Center. The proposed lease would provide the County with 5,200 square feet of office space on the 2nd floor of City Hall.

Background:

The King County Sheriff's Precinct Offices are currently located in the Cities of Kenmore and Maple Valley. King County has expressed a strong interest in consolidating those offices at a single location like Sammamish City Hall.

The proposed Lease Agreement includes:

Office Space – King County will lease 5,200 square feet of the approximately 7,600 square feet of office space in City Hall Room 202, see attached conceptual drawing.

Rent – \$20 per square foot per year (\$104,000 per year). Adjusted annually based on the Seattle, Tacoma, and Bremerton CPI-U.

Term of Lease – The proposed lease is for a term of 30 years broken into three 10-year increments. Either party may terminate the lease at the end of a 10-year increment with 12-months' notice.



City Council Agenda Bill

Utilities - Utilities (water, sewer, gas, electricity) – The East Precinct Command Center will pay for a percentage of total City Hall utility bills based on their percentage of the building.

Mechanical and Building Operations – The City will be responsible for maintaining the building's operations, HVAC, elevator, etc.

Janitorial Services – The East Precinct Command Center will pay for a percentage of total City Hall janitorial services based on their percentage of the building.

Construction of the “Shell” and “Tenant Improvements” in Room 202 – The City will be responsible for the cost of constructing the Room's “Shell” (outside walls, HVAC duct work, drop-in ceiling, electrical and IT wiring, etc.). King County will be responsible for the cost of constructing the “Tenant Improvements” (interior walls, interior electrical and IT, etc.), see Lease Agreement Exhibit D.

In cooperation with the King County Sheriff's Office, the City's in-house design team will be responsible for design, space planning, bidding, and construction management.

Use of City Hall Facilities – The East Precinct Command Center will have use of the sally port, booking area, and holding cells in our Police Station and City Hall Conference Rooms.

West Parking Lot – The City will construct a 36 space secured parking lot for the exclusive use of the East Precinct Command Center, see attached drawing of the Sammamish Commons Parking Lot Expansion.

Financial Impact:

Budget and Revenue

Project Budget – \$480,000 was budgeted for the “Shell” of Room 202 in the 2009/2010 Budget. These funds could be carried forward to the 2011/2012 Budget.

Rental Income - \$20 per square foot per year (\$104,000 per year). Adjusted annually based on the Seattle, Tacoma, and Bremerton CPI-U.

Expenditures

Construction of Room 202's “Shell” – The City will be responsible for the cost of constructing the Room's “Shell” (outside walls, HVAC duct work, drop-in ceiling, electrical and IT wiring, etc.). It is important to note that this investment is required to convert Room 202 into usable office space. **Total Estimated Cost \$450,000.**



City Council Agenda Bill

Construction of Room 202's "Tenant Improvements" – King County will be responsible for the cost of constructing the "Tenant Improvements" (interior walls, interior electrical and IT, etc.). King County will reimburse the City for the cost of "Tenant Improvements" within 60 days of completion. **Total Estimated Cost \$576,000.**

West Parking Lot – The City will construct a 36 space secured parking lot for the exclusive use of the East Precinct Command Center. Construction of the Parking Lot \$290,000, Welded Steel Fence System \$40,000, **Total Estimated Cost \$330,000.**

Recommended Motion:

Move to authorize the City Manager to sign the Lease Agreement with King County.

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated _____, 2011 (for reference purposes only), is made by and between **City of Sammamish**, a municipal corporation (hereinafter called Lessor) and **King County**, a political subdivision of the State of Washington (hereinafter called Lessee)(collectively, the "Parties"). For and in consideration of the mutual promises, covenants and conditions herein, the Parties agree to the Lease as follows:

1. **Premises.**

Lessor does hereby agree to lease to Lessee the following demised space (the "Premises") consisting of a portion of the Sammamish City Hall located at 801 228th Avenue SE, Sammamish, WA 98075, as depicted in Exhibit A attached hereto with a legal description of the building attached hereto as Exhibit B (the "Building"). The Premises shall include the following:

1.1. Exclusive use of the following:

1.1.1. Approximately 5,200 square feet of space located on the second floor of the Building, including the right of public ingress and egress to the first and second floors, as shown on the attached Exhibit B (the "Premises"). (Lessee shall make best efforts to allow Lessor's use of the property room located within the Premises as reasonably determined by Lessee.)

1.1.2. The secure parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles together with reasonable access thereto, as shown on the attached Exhibit F.

1.1.3. Lessor and Lessee shall collaborate to select a location for a storage shed for Lessee's use, together with reasonable access thereto, reasonably situated relative to the Premises.

1.2. Non-exclusive use and reasonable access to the following:

1.2.1. The conference rooms and council chambers located on the westerly side of the first floor of the Building as shown on the attached Exhibit G (the "Conference Rooms"), which non-exclusive use shall be based on a reservation system to be implemented and maintained by Lessor. Lessor and Lessee shall cooperate as reasonably required regarding the shared use of said Conference Rooms.

1.2.2. The sally port, booking area, holding cells, interview room, drying room, conference room and hot desk area located on the easterly side of the first floor of the Building as shown on the attached Exhibit E (the "Law Enforcement

Facilities”).

1.2.3. The remote parking lot located southwesterly of the Building as shown on the attached Exhibit F. Lessee shall have no less than twenty-two (22) parking spaces available at all times for shared use between Lessor and Lessee on a first-come first-served basis. In the event that Lessee requires additional parking, Lessor and Lessee shall collaborate to address Lessee’s need for additional parking.

1.2.4. Public parking as currently exists at the Building, or as revised in the future, on a first-come first-served basis.

2. **Use**

Lessee shall use the Premises for office and law enforcement facility purposes including, without limitation, the King County Sheriff’s East Precinct Command Center, and any other legal use.

3. **Term.**

3.1 The Term of this Lease shall be for ten (10) years, commencing on the date of Lessor’s Substantial Completion (also Substantially Complete as defined in Exhibit C) of construction of Lessee’s Tenant Improvements (defined in Exhibit C), as provided herein (the “Commencement Date”), and shall terminate on the date that is ten (10) years thereafter.

3.2 Lessee shall have two (2) options to extend the Term of this Lease for an additional ten (10) years, subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to exercise said option(s). Lessee’s options to extend the Term of this Lease shall in all instances terminate commensurate with the expiration or earlier termination of this Lease

3.3 Lessee shall have the right to terminate this Lease at any time during the Lease Term subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to terminate.

3.4 If Lessor cannot deliver possession of the Premises to Lessee on or before the Commencement Date, provided that delivery of the Premises can be made within a reasonable timeframe, this Lease shall not terminate; but, in that event, there shall be a proportionate reduction of Rent, based on the percentage of the Premises available for Lessee’s intended use as described in Section 2, covering the period between the Commencement Date and the time when Lessor can deliver possession. If Lessor has failed to deliver possession of the Premises with Tenant Improvements Substantially Complete within one hundred and eighty (180) days after execution of this Lease, through no fault of Lessee, Lessee shall have the right to terminate this Lease and shall have no further obligations thereunder.

4. **Preparation of Premises and Delivery of Possession:**

Prior to the commencement of the term hereof and within one-hundred twenty (120) days of Lease

execution by both parties, Lessor shall arrange for the Tenant Improvements to the Premises, pursuant to the provisions of **Exhibit C** attached hereto. The Premises shall be deemed completed and Premises delivered on the date the Tenant Improvements are Substantially Complete or on the date specified in Section 3 as the Commencement Date, whichever is later.

5. **Rent:**

5.1 **Base Rent:** Lessee covenants and agrees to pay Lessor, at Lessor's address, without deduction or offset, monthly Base Rent in the amount of **Eight Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,666.67)** based on the annual rate of Twenty Dollars (\$20.00) per square foot, including leasehold excise tax, if any, payable in advance, without prior notice or demand, on the first day of each month of the Lease term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.

5.2 **Base Rent Adjustment:** Commencing on the first anniversary of the Commencement Date, and every year thereafter during the Term, or any extension thereof, Base Rent, excluding any Additional Rent, shall be adjusted based on the cumulative increase in the Consumer Price Index for All Urban Customers- All Items- Seattle-Tacoma-Bremerton published by the United States Department of Labor, Bureau of Statistics for the preceding twelve consecutive month period. However, in no event shall the adjusted Base Rent be less than the immediately preceding Base Rent.

6. **Operating Costs:**

6.1. **Lessee's Share.** "Lessee's Share" shall mean Lessee's proportionate share of the Building's Operating Costs, defined as the cost of operating the Building, including janitorial, utilities (unless separately metered and invoiced to Lessee directly), taxes and assessments (if any) and insurance, which shall be based upon the ratio of the area of the Premises to the leaseable area in the entire Building (whether occupied or not).

6.2 **Payment of Additional Rent for Estimated Operating Costs.** Within thirty (30) days following the Commencement Date and the close of each Calendar Year, as applicable, or as soon thereafter as is practicable, Lessor shall provide Lessee with a written statement of Lessee's share of estimated Operating Costs for such year. Lessee shall pay 1/12 of the amount of Lessee's share of Operating Costs as Additional Rent as provided in Section 5 each month during such year and until such time as Lessor provides Lessee with a statement of estimated Operating Costs for the subsequent year. If at any time or times during such year, it appears to Lessor that Lessee's Operating Costs will vary from the estimated Operating Costs by more than five percent (5%) on an annual basis, Lessor may, by written notice to Lessee, revise its estimate for such year and Additional Rent payable by Lessee under this Section 6 for such year shall be increased or decreased based on Lessor's revised estimate.

6.3. **Reconciliation.** Lessor shall within ninety (90) days after the close of each calendar year during the Term hereof, deliver to Lessee a written statement (the "Reconciliation Statement") setting forth Lessee's actual Operating Costs paid or incurred by Lessor during the preceding year (or such prorated portion of such year if this Lease commences or terminates on a

day other than the first or last day of a year, based on a 365-day year). If the actual Operating Costs shown on the Reconciliation Statement for any year exceed estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, Lessee shall pay the excess to Lessor as Additional Rent within thirty (30) days after receipt of the Reconciliation Statement. If the Reconciliation Statement shows that actual Operating are less than the estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, then the amount of such overpayment shall be credited by Lessor to the next Additional Rent payable by Lessee (or refunded to Lessee in the event of the termination or expiration of this Lease).

6.4. **Determinations.** The determination of actual and estimated Operating Costs shall be made by Lessor in good faith and in conformance with generally accepted accounting principles. Lessor or its agent shall keep records in reasonable detail showing all expenditures made for Operating Costs. Lessee shall have the right at its own cost and expense to review and/or inspect Lessor's records with respect to any Operating Costs shown on Lessor's annual reconciliation statement provided to Lessee. Lessee's review/inspection shall be conducted at Lessor's main business office, or at such other location as Lessor may keep its relevant business records, and on a date reasonably agreed upon by Lessor and Lessee. Lessee must provide written notice to Lessor specifying any and all claims it may have determined in good faith. Lessee agrees to diligently pursue its review/inspection of Lessor's records in order to determine if it concurs or disagrees with Lessor's statement.

Except as required by the Washington Public Records Act, ch. 42.56 RCW, and other applicable law, the information and results of any inspection conducted by or on behalf of Lessee shall be kept confidential by Lessee. All such inspection(s) shall be at the sole cost and expense of Lessee, provided that in the event Lessee's review reasonably determines there is an overcharge of Operating Costs which has not been credited to Lessee, said overcharge being more than five percent (5%) of Lessee's share of the Operating Costs, and Lessor does not contest the Lessee's results, then Lessor shall pay Lessee's reasonable out-of-pocket costs of such inspection, not to exceed Two Thousand Dollars (\$2,000). If Lessor desires to contest the result of Lessee's inspection, Lessor may do so within ten (10) business days of its receipt of the inspection results, by submitting the results of the inspection to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted by a mutually acceptable single arbitrator with not less than ten (10) years experience as a real estate attorney, or a retired judge with experience in commercial real estate litigation and/or leases. Any overcharge or undercharge determined as a result of Lessee's inspection or by the arbitrator shall be paid by the appropriate party to the other within thirty (30) days after the inspection results are provided to Lessor. In the case of arbitration, the non-prevailing party shall pay to the prevailing party all attorneys' fees and costs as provided in this Lease. Nothing in this paragraph shall relieve Lessee of its obligation under Section 5 to pay Additional Rent without notice, demand, offset or deduction.

7. **Utilities and Service.**

The Lessor shall provide electricity, water, sewer, and garbage removal service subject to direct payment by Lessee if separately metered or subject to reimbursement to Lessor as Operating Costs and payable as Additional Rent as provided in Section 6.2.

8. **Parking.**

Lessor shall provide, at Lessor's sole cost and expense, secure parking for Lessee's use as provided herein and shown on Exhibit F, including the portion of the Tenant Improvements attributable to parking as provided in Exhibit C.

9. **Alterations and Maintenance.**

9.1 Lessee shall not make any alterations or additions to the Premises without the prior written permission of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations shall become the property of Lessor upon termination of the Lease.

9.2 The Lessor agrees to keep the Building in which the Premises are located and the Premises in good repair, suitable for use as the purpose so defined in Section 2 of this Lease, commensurate with good building management practices as defined by the guidelines of the Building Owners and Managers Association. During the Term of this Lease, the Lessor shall repair malfunctioning fixtures, and repair and maintain the structural portions of the Building, landscaping, sidewalks and exterior improvements, parking areas and associated Tenant Improvements made by Lessor, and the Premises including, without limitation, the basic plumbing, air conditioning, heating and electrical systems, and garbage removal service unless such repairs are required as a result, in whole or in part, of the act or neglect of any duty by Lessee, its agents, servants, employees, or invitees. Lessor shall also provide janitorial service for the Premises subject to Lessee's option to provide janitorial service at its own cost and expense. Lessee shall pay to Lessor as Additional Rent the reasonable and actual cost of such maintenance and repairs as provided herein (the "Operating Costs"). Lessor shall be solely responsible for the cost to repair and maintain the structural portion of the Building including the roof and roof surface. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee, after which time Lessee may make or cause to be made such repairs as reasonably necessary at Lessor's cost and expense.

10. **Signs.**

All signs placed by Lessee on or about the Premises shall be subject to Lessor's reasonable prior written approval.

11. **Fixtures.**

All fixtures attached to the Premises solely by the Lessee may be removed by the Lessee at any time provided (a) that the Lessee shall restore the Premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Lessee shall not then be in default; and (c) that the removal will be made on or before the expiration of the Term or any extension thereof.

12. **Indemnity and Hold Harmless.**

Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and /or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of Section 20 (below), each party agrees to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

The foregoing indemnity covers actions brought by indemnitor's own employees and it is specifically and expressly intended to constitute a waiver of indemnitor's immunity, as respects the indemnitee only, under Washington's Industrial Insurance Act, RCW Title 51, only to the extent necessary to provide the indemnitee with a full and complete indemnity from claims made by indemnitor and its employees, to the extent provided herein. LESSOR AND LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF SECTION 12 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

13. **Insurance.**

13.1. The Parties acknowledge, accept, and agree that they are each self-insured government entities for all liability exposure. Each party shall provide the other with notice of any change in self-insured status within 30 days of electing to cease self-insurance. Upon any change in such self-insured status, the party ceasing self-insurance shall provide the other with proof of liability insurance reasonably acceptable to the other party.

13.2. Lessor shall carry "All Risk" property insurance in an amount equal to the full replacement value of all Improvements in the Premises, as well as all exterior Improvements and the Building.

13.3. Lessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its personal property located in the Premises.

13.4. In consideration of the duration of this Lease, the parties agree that the insurance requirements herein, as reasonably required by Lessor, may be reviewed and adjusted periodically throughout the Term and any extension. Any adjustments made as determined by Lessor, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective upon 90 days written notice by Lessor.

14. **Mediation.**

Lessor and Lessee agree that should any dispute arise concerning this Lease both parties shall submit to mediation as a condition precedent to initiating any legal action. Lessor and Lessee shall

each bear their respective costs of mediation.

15. **Subletting and Assignment.**

Lessee shall not sublet the whole or any part of the Premises, nor assign this Lease or any interest thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **Damage or Destruction.**

In the event the Premises are damaged to such an extent as to render them unleaseable in whole or in part and Lessor elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the leased Premises that is unfit for occupancy shall bear to the whole of the leased Premises. If after a reasonable time the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to declare this Lease terminated by written notice served on the Lessor. In the event the building, in which the leased Premises are located, shall be destroyed or damaged to such extent that in the opinion of the Lessor it shall not be practical to repair or rebuild, it shall be optional with Lessor to terminate this Lease by written notice to Lessee within one hundred twenty days after such damage or destruction.

17. **Liens.**

Lessor and Lessee shall keep the Premises and the building in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien.

18. **Right of Entry.**

Lessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by the Lessor to Lessee hereunder, to show the Premises to prospective purchasers or Lessees, and to repair the Premises and any portion of the Building of which the Premises or any area of nonexclusive use are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably. Except for emergencies, Lessor shall give reasonable notice before entry to repair the Premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, excluding Lessee's vaults, safes, and files, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Lessee except for any failure to exercise due care for Lessee's property. Any entry to the Premises

obtained by Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee for the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

19. **Hazardous Substances.**

19.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (Hazardous Substances) exist on the Premises. Lessor acknowledges and fully discloses that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor or Lessee subsequently discovers the existence of Hazardous Substances on the Premises, Lessor and Lessee shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Section 20 (below), each party agrees to indemnify, defend and hold harmless Lessor or Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against Lessor or Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises, except that which existed or emanated from the Premises prior to Lessee's possession of the Premises or to the extent caused by the act or omission of Lessor. Lessor's and Lessee's obligations under this Section 19 shall survive the expiration or other termination of this Lease.

19.2 **Definition of Hazardous Substances:** "Hazardous Substances" as defined in this Lease shall mean:

- a. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
- b. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 - i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);
 - ii. Resource Conservation and Recovery Act, as now or hereinafter amended (42 U.S.C. § 6901 et seq.);
 - iii. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or
- c. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are

regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

20. **Waiver of Subrogation.**

Lessor and Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

21. **Eminent Domain.**

Should the Premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based upon a taking of the Lessee's leasehold Improvements or fixtures, shall belong and be paid to Lessor, and Lessee hereby assigns, transfers, and sets over to Lessor all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the Premises so taken shall be more than twenty-five percent (25%) of the entire area leased by Lessee, Lessee shall have the option, to be exercised by written notice given to Lessor within thirty (30) days after the date of notice of taking, to terminate this Lease or relocate, at Lessor's expense. If either less or more than twenty-five percent (25%) of the Premises is taken and the Lessee does not elect to terminate as herein provided, the rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Lessor shall make such reconstruction of the Premises as may be required.

22. **Default.**

Following the Commencement Date, the occurrence of any one or more of the following events shall constitute a "Default" by Lessee and shall give rise to Lessor's remedies set forth in Section 23 (below): (i) failure to pay when due all or any portion of Rent or Additional Rent, if the failure continues for three (3) business days after written notice to Tenant; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent or Additional Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than sixty (60) days following notice from Lessor (provided, if the nature of Lessee's failure is such that more time is reasonably required in order to cure, Lessee shall not be in Default if Lessee commences to cure promptly and thereafter diligently prosecutes such cure to completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Property, or may cause the

imposition of a fine, penalty or other remedy on Lessor or its agents or affiliates; (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days). The occurrence of any of the aforementioned events of Default shall not under any circumstance excuse or relieve Lessee from any of its obligations under this Lease, including payment of Rent and Additional Rent pursuant to Section 3.

23. **Default Remedies.**

If Lessee defaults on its obligations as provided in Section 22, Lessor shall have the right without notice or demand (except as provided in Section 22) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Lessor may elect to terminate this Lease and Lessee's right to possession, at any time following a Default and upon sixty (60) days written notice to Lessee.

In the event of any such reentry by Lessor, Lessor may, at Lessor's option, require Lessee to remove from the Premises any of Lessee's property located thereon. If Lessee fails to do so, Lessor shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Premises and place the same elsewhere in the Building or in storage in a public warehouse at the cost, expense and risk of Lessee with authority to the warehouseman to sell the same in the event that Lessee shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Lessor may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and Lessee hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.

Forbearance by Lessor to enforce one or more remedies shall not constitute a waiver of any Default.

24. **Default by Lessor and Lessee's Remedies.**

Lessor's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from Lessee setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions or if more than thirty (30) days is required to cure the breach, Lessor's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

If Lessor commits a default that materially affects Lessee's use of the Premises, and Lessor has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), Lessee may, without waiving any claim for damages for breach of agreement, thereafter cure the default for the account of the Lessor. Such notice shall include notice of Lessee's plans to undertake the cure if Lessor does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Lessor, and Lessor shall reimburse Lessee for these costs. Lessor shall

reimbursement Lessee within thirty (30) days after completion of the cure and invoice to Lessor itemizing the costs of cure. If Lessor disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Lessor notifying Lessee it disputes Lessee's cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

25. **Holding-Over.**

If, with Lessor's written consent, which such consent shall not be unreasonably withheld, Lessee holds possession of the Premises after the Term of this Lease or any extension thereof, Lessee shall become a Lessee from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by Lessee at the expiration of the term of this Lease or any extension thereof and subject to the continued application of all of the provisions of paragraph four and five herein, payable in advance on the first day of each month.

26. **Surrender of Premises.**

At the end of the term of this Lease or any extension thereof or other sooner termination of this Lease, Lessee will peaceably deliver up to Lessor possession of the Premises in the same condition as received on the Commencement Date, except for ordinary wear and tear and damage by fire, earthquake, or force majeure, and Lessee will deliver all keys to the Premises to the Lessor. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal.

27. **Costs and Attorney's Fees.**

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease will be in Superior Court of King County, Washington.

28. **Successors and Assigns.**

All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

29. **Intentionally Deleted.**

30. **Quiet Enjoyment.**

Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

31. **Notices:** All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Lessee: King County Real Estate Services Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

To Lessor: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

or at such other address as either party may designate to the other in writing from time-to-time.

32. **Time.**

Time is of the essence of this Lease and of each and all of the agreements, conditions, and provisions herein.

33. **Entire Agreement.**

This Lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the Premises and Lessee's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

34. **Interpretation - State Law.**

The titles to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be governed by the laws of the State of Washington. Any action at law between Lessor and Lessee shall be filed in the superior court of King County, Washington.

35. **Severability.**

The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void.

36. **Addenda.**

Any addendum attached hereto and either signed or initialed by the Lessor and Lessee shall be deemed a part hereof.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the dates specified below.

LESSOR: City of Sammamish

LESSEE: King County

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Tim Barnes, Senior Deputy
Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: _____

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date:

NOTARY PUBLIC in and for the State of
Washington residing at _____. My
appointment expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

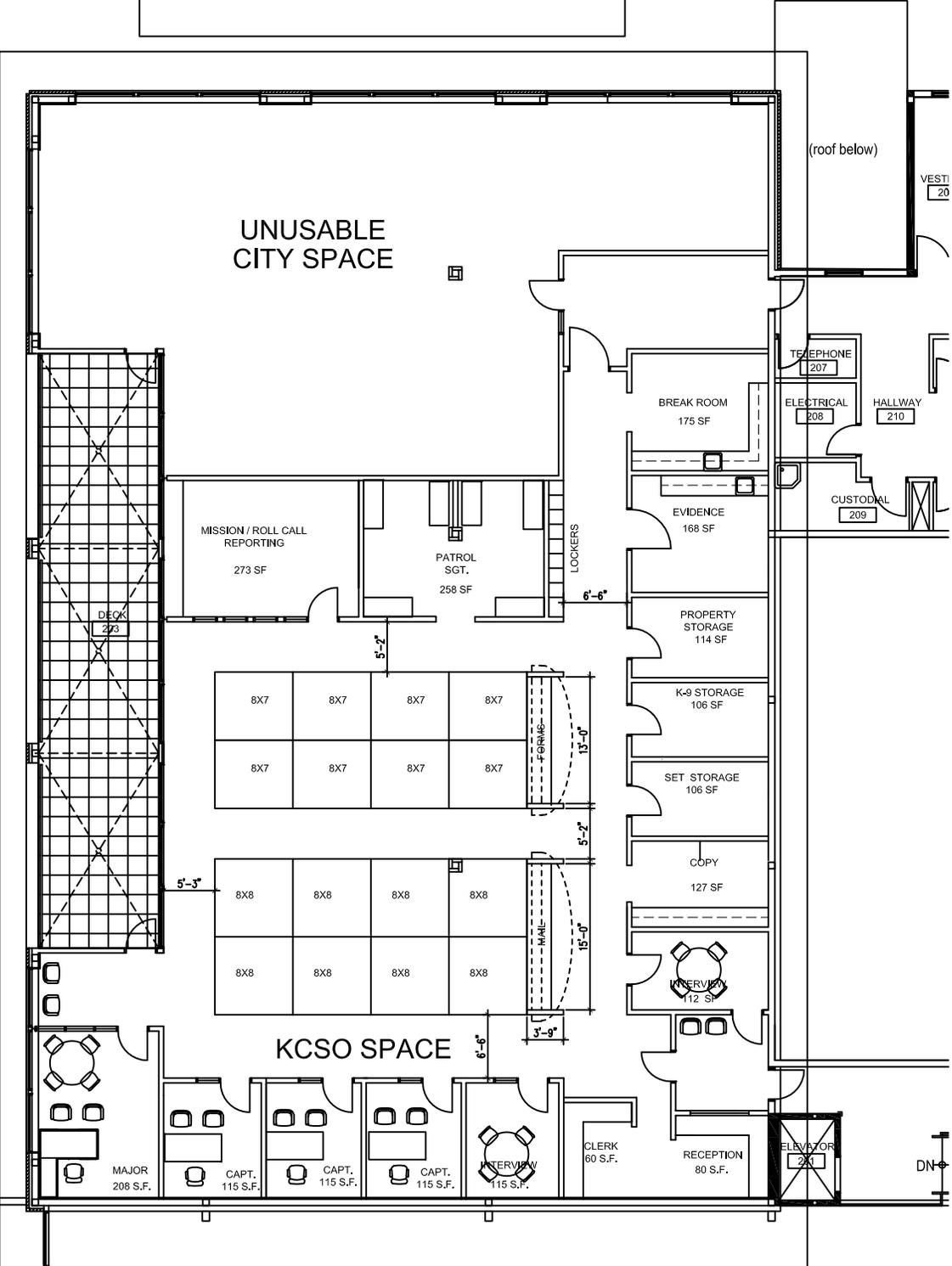
GIVEN under my hand and official seal this _____, day of _____, 20 ____.

NOTARY PUBLIC in and for the State of
Washington residing at _____.
My appointment expires _____.

EXHIBIT A
PREMISES

Attached

TOTAL SF ROOM 202 : 7,600 SF
 TOTAL CITY SF: 2,400 SF
 TOTAL KCSO SF: 5,200 SF



ROOM 202 SPACE CONFIGURATION
 OPTION 5c 2.16.2011

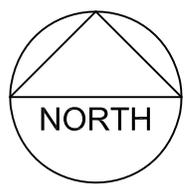


EXHIBIT B
(Legal Description)

Attached

EXHIBIT B

BUILDING

LEGAL DESCRIPTION

PARCEL NUMBER: _042406-9255

NAME: SAMMAMISH CITY HALL

SITE ADDRESS: 801 228TH AVE SE 98075

LEGAL DESCRIPTION: A portion of "NEW LOT B" TGW NORTH 200.00 FT OF EAST 230.00 FT LESS CO RD TGW UND INT IN "NEW TRACT Y" SAMMAMISH BOUNDARY LINE ADJUSTMENT NO PLN2008-00029 REC NO 20080605900003 BEING POR OF NE 1/4 OF NE 1/4 STR 04-24-06 LY WLY OF 228TH AVE SE.

EXHIBIT C
CONSTRUCTION WORK LETTER ADDENDUM

This Construction Work Letter Addendum ("Work Letter") is part of and incorporated into that certain lease (the "Lease") between King County, a political subdivision of the State of Washington (hereinafter called "Lessee") and the City of Sammamish, a municipal corporation (hereinafter called "Lessor") for the Premises, as defined in Section 1 of the Lease, located at 801 228th Avenue SW, Sammamish, WA 98075. Capitalized terms shall have the meaning defined in the Lease unless otherwise specific herein.

1) **SHELL AND CORE IMPROVEMENTS TO BE PROVIDED BY LESSOR:** Lessor shall deliver the Premises to Lessee within one-hundred twenty (120) days of execution of this Lease with the following Improvements in the Premises constructed at Lessor's sole cost and expense (collectively the "Shell and Core Work"):

(a) **Walls.** Core and perimeter walls including metal framing, sound batt insulation, drywall, to be completely finished (taped and painted).

(b) **Ceiling.** Suspended ceiling to be completely finished including ceiling tiles.

(c) **Floor.** Concrete slab floor prepared to receive floor covering. Floor loading capacities: eighty pounds (80) per square foot live load; twenty pounds (20) per square foot partition load.

(d) **Mechanical.** The heating ventilation and air conditioning system for the Building is a VAV system with medium velocity ductwork installed in a loop on the floor and is available for Lessee's connection via Lessee's branch ductwork. A one inch hydronic hot water supply and return piping are available within the Premises for Lessee's connection to a Lessee-supplied VAV unit. Primary cooling duct loop: based on Building standard mechanical system is designed to accommodate heating loads generated by lights and equipment up to 3.0 watts per square foot; if Lessee's design or use of the Premises results in concentrated loads in excess of 3.0 watts per square foot, then any additional engineering design and installation of mechanical equipment and/or controls required to accommodate such excess shall be provided at Lessee's cost pursuant to Section II of this Exhibit C.

(e) **Electrical.** Not less than 100 amp, 3 phase, 120/208 volt electrical panel, and e-mon d-mon are provided at the Electrical Room 104, located 6' from the Premises, as needed for Lessee's exclusive use.

(f) **Fire Sprinklers.** Code compliant fire sprinkler system with upright heads provided in the Premises.

(g) **Telephone/Data Closet.** Code compliant closet for Lessee's use together with access thereto.

(h) Parking Improvements. The following parking Improvements shall be included as part of the Shell and Core Improvements to be provided by Lessor, as provided herein:

(1) The parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles, as shown on the attached Exhibit F, and fencing with a controlled-access gate and a video monitoring system; and

(2) The remote parking lot located southwesterly of the Building as shown on the attached Exhibit F. Lessee shall have no less than twenty-two (22) parking spaces available at all times on a first-come first-served basis.

2) **TENANT IMPROVEMENTS TO BE PROVIDED BY LESSOR:** Design and construction of all Tenant Improvements, which shall include Lessor's Shell and Core Work, in the Premises (the "Tenant Improvements") shall be provided by Lessor within one-hundred twenty (120) days of execution of this Lease (the "Required Completion Date") subject to reimbursement by Lessee as provided herein. The Tenant Improvements to be provided by Lessor shall include, without limitation, architectural design; permitting and special inspections; structural review and engineering; mechanical and electrical engineering; partitioning, millwork, and finishes; fire sprinkler modifications to meet codes; plumbing lines, connection and fixtures; HVAC equipment, connection to Building systems, distribution and controls, testing and balance; electrical wiring, equipment and fixtures; voice, data and security cabling, connection to Building systems and Improvements.

3) **DESIGN OF TENANT IMPROVEMENTS:** Lessor shall use its space planners, architects and construction general contractor in the design and construction of the Tenant Improvements. Lessor's build-out will compliment Lessor's existing lobby finishes.

Lessor's space planners and architects shall ensure that the work shown on Lessor's plans is compatible with the basic Building plans and that necessary basic Building modifications are included in Lessor's plans. Such modifications shall be subject to the Lessee's approval and the cost thereof shall be paid by Lessor. Lessor's space planners and architects shall use CAD System, which system shall be compatible with the other Building drawings.

Lessor's and Lessee's space planners and architects shall collaborate in preparing a space plan for Lessee's Tenant Improvements which shall be the basis for Lessor's Tenant improvement plans as provided herein. All plans for the Tenant Improvements shall be subject to Lessee's reasonable review and approval prior to construction. Lessor shall supply Lessee with said plans for review and approval at sixty percent (60%) and ninety percent (90%) design review. Lessee shall provide written comments, requested revisions and/or approval for Lessor's construction plans within ten (10) days of receipt. Lessor and Lessee shall cooperate as reasonably necessary to approve said construction plans. Upon final agreement of Lessor and Lessee, the approved construction plans shall become the Final Plans. Lessor shall complete construction of the Tenant Improvements in conformance with said Final Plans, subject only to usual and customary Change Orders (defined below). Final Plans are to be signed by Lessor and

Lessee and shall include, in addition to the aforementioned Shell and Core Work, the following:

(a) Basic Plans. These shall be fully dimensioned floor plans showing partition layout and identifying each room with a number and each door with a number. The Basic Plans must clearly identify and locate equipment requiring plumbing or other special mechanical systems, area(s) subject to above-normal floor loads, special openings in the floor, and other major or special features, including:

(1) Electrical and Telephone Outlets. Locate all power and telephone requirements: Dimension the position from a corner and give height above concrete slab for all critically located outlets. Identify all dedicated circuits and identify all power outlets greater than 120 volts. For the equipment used in these outlets which require dedicated circuits and/or which require greater than 120 volts, identify the type of equipment, the manufacturer's name and the manufacturer's model number, and submit a brochure for each piece of equipment. Also identify the manufacturer's name of the phone system to be used and the power requirements, size, and location of its processing equipment. Provide for a secure communications closet for Lessee's sole use.

(2) Reflected Ceiling Plan. Lighting layout showing location and type of all Building Standard and special lighting fixtures.

(3) Furniture Layout. Layout showing furniture location so that Lessor's engineer can review the location of all light fixtures.

(4) Millwork Details. These drawings shall be in final form with Lessee's office planner's title block in the lower right hand corner of the drawing, and shall include construction details of all cabinets, paneling, trim, bookcases, and door and jamb details for non-Building Standard doors and jambs.

(5) Keying Schedules and Hardware Information. This information shall be in final form and include a Keying Schedule indicating which doors are locked and which key(s) open each lock, plus an "X" on the side of the door where the key will be inserted if a keyed door. Complete specifications for all non-Building Standard hardware will also be provided.

(6) Room Finish and Color Schedule. This information shall be in final form and include locations and specifications for all wall finishes, floor covering and base for each room.

(7) Construction Notes and Specifications. Complete specifications for every item included except those specified by the Lessor.

(8) Lessor will coordinate all engineering at Lessor's expense.

(b) Change Orders. Lessee shall notify Lessor in writing of any desired material changes to the Final Plans, hereinafter referred to as a "Change Order." Lessor shall

have five (5) days from receipt to approve any Change Orders, which shall not be unreasonably withheld or conditioned, and notify Lessee of the cost for said Change Order. Following Lessee's approval of the cost of any Change Order, the Change Order shall become part of the Final Plans and shall be subject to reimbursement by Lessee and payable as provided herein.

(c) As-Built Plans. After completion of construction, Lessor shall supply to Lessee within thirty (30) days a complete set of construction documents for Lessor's files including as-built plans.

(d) Lessor shall be allowed to recommend and implement Change Orders, with notice to Lessee, to take advantage of value engineering opportunities and unforeseen construction conditions, but only if such changes (i) do not materially impact the appearance, safety or mechanical systems and operations of the Premises, and (ii) will not result in an extension of the Required Completion Date. If a Change Order initiated by Lessor, due to unforeseen construction conditions, has the potential to increase the cost of construction of the Tenant Improvements, Lessor shall obtain Lessee's written approval in advance.

4) **LESSEE'S REIMBURSEMENT OF THE COST OF TENANT IMPROVEMENTS AND CHANGE ORDERS:**

(a) Lessee's Cost Allocation of the Tenant Improvements. Lessee shall reimburse Lessor, as provided in Section 4(c) below, for the cost of those certain Tenant Improvements, which costs shall not include Lessor's Shell and Core Work, the cost of which is allocated to Lessee as provided in Exhibit D.

(b) Lessor's Certification of Cost. Upon Lessor's completion of the construction of the Tenant Improvements, and Change Orders, if any, Lessor shall certify to Lessee the actual cost of construction for that portion of the Tenant Improvements whose cost is allocated to Lessee, as provided in Exhibit D, and Change Orders, if any. Lessor shall provide Lessee with copies of receipts and other documentation of the cost of said construction in detail reasonably acceptable to Lessee.

(c) Lessee's Reimbursement. Within sixty (60) days of Lessee's receipt of Lessor's certifications of cost reasonably acceptable to Lessee, as provided herein, Lessee shall reimburse Lessor for those Tenant Improvements the cost of which has been allocated to Lessee as provided in Exhibit D, including approved Change Orders, if any.

(d) Substantial Completion. As used herein, "Substantially Completed" or "Substantial Completion" shall mean that on or before the one-hundred twentieth day following execution (execution is herein defined as the date on which both Lessor and Lessee have signed and notarized the Lease) each of the following have occurred subject only to completion of customary "punch list" items: (a) Lessor's contractor shall have notified Lessor in writing that Lessor's Work is substantially complete in accordance with the Final Plans; (b) the City of Sammamish has issued a certificate of occupancy or temporary certificate of occupancy such that Lessee is legally entitled to occupy the Premises for its permitted use; and (c) the director of the King County Facilities Management Division shall have issued a written statement to Lessor

confirming that the Tenant Improvements are sufficiently complete in accordance with the Final Plans to permit Lessee to utilize the Premises for the intended uses as defined in Section 5 of the Lease. Lessee shall not unreasonably withhold, delay or condition its concurrence if each of the items (a) and (b) have occurred, and provided further, it shall be deemed unreasonable hereunder for Lessee to withhold its concurrence. Lessor agrees to provide Lessee no less than ten (10) business days advance notice of the anticipated Substantial Completion date, and for the sole purpose of determining Substantial Completion hereunder.

5) **INSTALLATION OF LESSEE'S FURNITURE, FIXTURES AND EQUIPMENT:**

(a) **Improvements Installed by Lessee.** For any work to be performed in connection with installation of Lessee's furniture, fixtures and equipment on the Premises by Lessee or Lessee's contractor prior to commencement of the Lease Term, the following shall apply:

(1) Such work shall proceed upon Lessor's written approval of (i) Lessee's contractor, (ii) general liability and property damage insurance satisfactory to Lessor carried by Lessee's contractor, (iii) detailed plans and specifications for such work, pursuant to Section IV above, and (iv) amount of general conditions, if any, to be paid by Lessee to Lessor for the services still provided by Lessor's contractor. Lessor will provide Lessee coordination of Lessee's contractor at no expense to Lessee.

(2) All work by Lessee or Lessee's contractor shall be scheduled through Lessor.

(b) **Lessee's Entry to Premises.** Lessee's entry to the Premises for any purpose, including without limitation, inspection or performance of Lessor's Construction by Lessor's agents, prior to the Commencement Date of the Lease shall be scheduled in advance with Lessor and shall be subject to all the terms and conditions of the Lease, except the payment of Rent. Lessee's entry shall mean entry by Lessee, its officers, contractors, office planner, licensees, agents, servants, employees, guests, invitees, or visitors.

(c) **Lessee's Telephone and Computer/Data Service.** Lessee is responsible for Lessee's telephone service, computer and data service and obtaining any applicable permits. Lessee shall select and coordinate installation of such communication and information systems with the Lessor as provided herein.

6) **GENERAL**

(a) **Warranties.** Upon Substantial Completion of all Tenant Improvements, Lessor shall ensure that its contractor warrants that the Tenant Improvements have been completed in substantial accordance with the Final Plans and are free from defects in workmanship and materials for a period of two (2) years following Substantial Completion.

(b) Prevailing Wages. Lessor agrees that all contractors and subcontractors shall pay Prevailing Wages in accordance with chapter 39.12 RCW.

(c) This Work Letter, the Final Plans, and any approved Change Orders shall constitute the complete construction specifications and no other representations, or oral agreements between the parties shall be recognized in the event of a dispute between Lessor and Lessee, unless this Work Letter has been specifically amended by the parties.

(d) Time is of the essence with respect to each of the duties and obligations of Lessor and Lessee set forth in this Work Letter. Notwithstanding any of the foregoing provisions hereof, default by Lessor or Lessee under any provisions of this Work Letter which are not cured within applicable notice and cure periods set forth in the Lease shall constitute a default under the Lease.

(e) Any notice, statement, advice, approval, consent or other communication required or permitted to be given by either party to the other pursuant to this Work Letter shall be given in the manner set forth in Section 24.1 of the Lease. A default by Lessor of any obligation hereunder shall constitute a default by Lessor under the Lease, except that Lessor's failure to deliver the Premises in Substantially Complete condition within 180 days of execution of the Lease shall be governed by the provisions of Section 3.4 of the Lease, which shall constitute Lessee's exclusive remedy..

SIGNED:

LESSOR: City of Sammamish

LESSEE: King County

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT D
LESSEE'S COST ALLOCATION OF THE TENANT IMPROVEMENTS

All work to be consistent with existing building standards for the City of Sammamish City Hall.

DIVISION 5 – METALS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
05400 COLD-FORMED METAL FRAMING	

DIVISION 6 - WOOD AND PLASTICS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
06100 ROUGH CARPENTRY	
06200 <i>FINISH CARPENTRY @counters</i>	06200 <i>FINISH CARPENTRY window sills</i>

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH <i>Perimeter walls only</i>
07210 <i>Acoustic INSULATION @ offices</i>	07210 <i>BUILDING INSULATION</i>
07841 <i>Revised</i>	07841 THROUGH-PENETRATION FIRESTOP SYSTEMS
07920 <i>JOINT SEALANTS @ Tenant partitions</i>	

DIVISION 8 - DOORS AND WINDOWS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH <i>Perimeter walls only</i>
08111 <i>STEEL DOORS AND FRAMES @ offices</i>	-
08211 FLUSH WOOD DOORS	-
08311 ACCESS DOORS AND FRAMES	08311 ACCESS DOORS AND FRAMES
08710 <i>FINISH HARDWARE @ offices</i>	-
08800 <i>GLAZING @offices & rooms</i>	-

DIVISION 9 - FINISHES

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH <i>Perimeter walls only</i>
09250 <i>GYPSON BOARD ASSEMBLIES @ offices</i>	09250 <i>GYPSON BOARD ASSEMBLIES exterior & common</i>
	09511 ACOUSTICAL TILE CEILINGS
09653 RESILIENT WALL BASE AND ACCESSORIES	09653 RESILIENT WALL BASE AND ACCESSORIES
	09680 <i>CARPET</i>
09912 PAINTING (PROFESSIONAL LINE PRODUCTS)	09912 PAINTING (PROFESSIONAL LINE PRODUCTS)
09960 HIGH PERFORMANCE COATINGS @ evidence floor	09960 HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
10100 MISCELLANEOUS SPECIALTIES	
10431 <i>SIGNAGE staff titles</i>	10431 <i>Directional lobby SIGNAGE & room numbers</i>
	10520 <i>FIRE-PROTECTION SPECIALTIES</i>

DIVISION 11 – EQUIPMENT

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
NO WORK ON THIS DIVISION	

DIVISION 12 – FURNISHINGS: Lessee to provide all other furniture, fixtures, cubicles and equipment except as provided herein.

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
	12494 ROLLER SHADES

DIVISION 13 - SPECIAL CONSTRUCTION

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
13080 <i>SOUND AND VIBRATION CONTROL evidence venting</i>	

DIVISION 14 - CONVEYING SYSTEMS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
NA	NA

DIVISION 15 – MECHANICAL

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
15050 TESTING AND BALANCING	
15060 NOISE, VIBRATION AND SEISMIC CONTROL	
15100 BASIC MATERIALS AND METHODS	
15180 INSULATION sink	
15210 INTERIOR WATER SYSTEM sink	
15320 SOIL AND WASTE SYSTEM sink	
15400 PLUMBING FIXTURES AND TRIM sink	
15500 FIRE SPRINKLER SYSTEM alterations	
15520 CLEAN AGENT EXTINGUISHING SYSTEM evidence room	
	15700 HOT WATER SYSTEM
	15750 PACKAGED HEATING AND COOLING SYSTEM
	15800 Central AIR HANDLING EQUIPMENT
	15810 AIR DISTRIBUTION SYSTEM VAV zone boxes
	15900 ENERGY MANAGEMENT AND TEMPERATURE CONTROLS
158?? Server room venting	

DIVISION 16 - ELECTRICAL

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH <i>Perimeter walls only</i>	
16010	ELECTRICAL WORK	16010	ELECTRICAL WORK
16051	INSPECTIONS AND TESTING	16051	INSPECTIONS AND TESTING
16100	BASIC MATERIALS AND METHODS	16100	BASIC MATERIALS AND METHODS
16110	RACEWAYS	<i>Exterior Perimeter</i>	
		16114 CABLE TRAYS, CABLE RUNWAYS AND CABLE SUPPORT SLINGS	
16120	CONDUCTORS AND TERMINATIONS		
16130	OUTLET, JUNCTION AND PULL BOXES	16130	OUTLET, JUNCTION AND PULL BOXES <i>exterior perimeter</i>
16140	WIRING DEVICES	16140	WIRING DEVICES <i>exterior perimeter</i>
		16450	GROUNDING
		16460	DRY TYPE TRANSFORMERS
		16470	<i>Secondary distribution</i> SWITCHBOARDS
		16471	PANELBOARDS
		16475	FUSES
		16476	DISCONNECT SWITCHES AND CIRCUIT BREAKERS
16481	MOTOR CONTROLLERS <i>evidence exhaust</i>		
16500	LIGHTING 50%	16500	LIGHTING 50%
16665	TRANSIENT VOLTAGE SURGE PROTECTION (TVSS)		
		16721	FIRE ALARM SYSTEM
16740	TELEPHONE & DATA RACEWAY SYSTEM	?? <i>check building standard</i>	
16741	SERVER RACKS		
16745	VOICE/DATA CABLING INFRASTRUCTURE SYSTEM		
16780	CABLE TELEVISION DISTRIBUTION SYSTEM		
16820	AUDIOVISUAL SYSTEMS		
		16930	LIGHTING CONTROL EQUIPMENT
	SECURITY ELECTRONICS – All devices added to the City’s Security System	SECURITY ELECTRONICS – Security Electrical Head System and Programming for additional devices.	
16999	PROJECT CLOSEOUT		

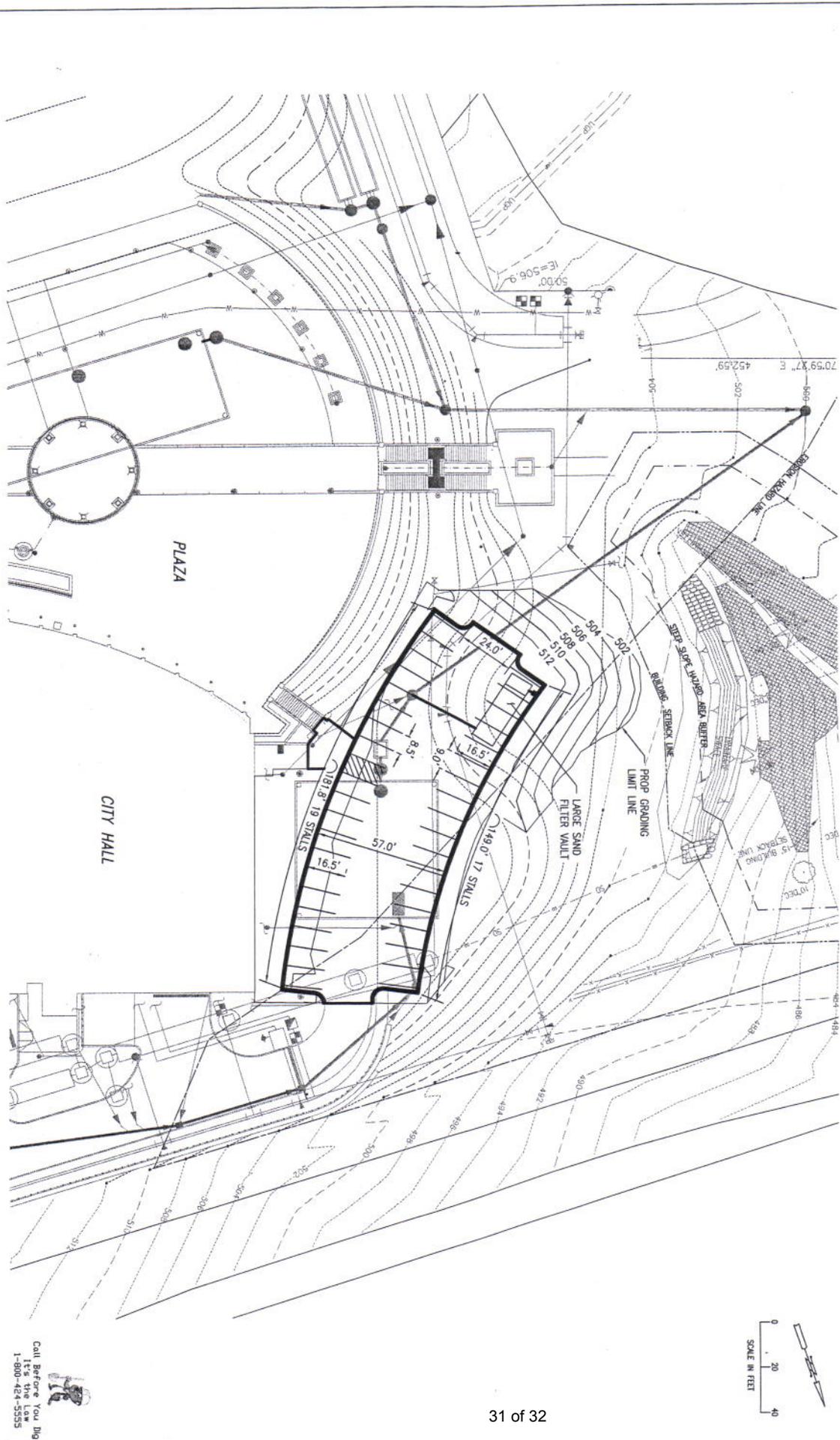
EXHIBIT E
Law Enforcement Facilities

Police Station Sally Port
Police Station Booking Area
Police Station Holding Cells

EXHIBIT F
Parking

Attached

SEC 04, TWP. 25 N., RGE. 6E., W.M.



DATE	DESIGNED BY	DRAWN BY	REVIEWED BY	REVISIONS	DATE
12/20/10	JKG	JKG	JKG	1	
				2	
				3	
				4	
				5	



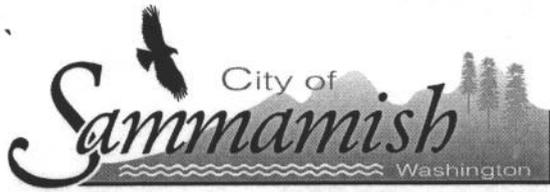
SAMMAMISH COMMONS
PARKING LOT EXPANSION
FIGURE 15
PROPOSED SITE MAP

Call Before You Dig
Let's Save Lives
1-800-424-5285

PROJECT NUMBER	DF
SHEET	OF

EXHIBIT G
Building Conference Rooms

Conference Rooms located through City Hall including the Council Chambers



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: February 24, 2011
RE: Claims for March 1, 2011

\$ 55,696.59
 13,795.22
 696,139.07
 55,383.21

Top 5 Expense Items in Packet

Kirtley Cole	410,067.41	Maintenance Facility Construction
SCI Infrastructures	73,408.70	ELSP Phase 1B
Sam Plat Water & Sewer	66,285.42	Maintenance Facility Construction
Puget Sound Energy	42,264.06	Facility Relocation – 244 th Project
Puget Sound Bank	19,620.45	5% Retainage – Kirtley Cole – MOC Construction

TOTAL \$ 821,014.09

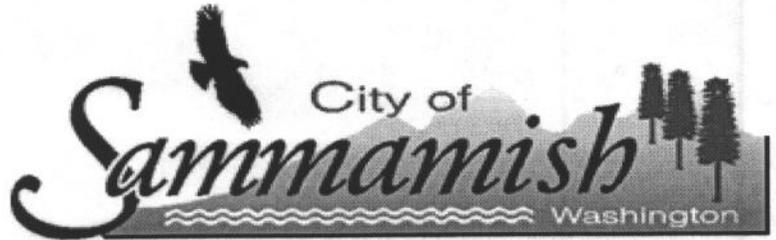
Check # 28636 through # 28705

55,696.59 +
 13,795.22 +
 696,139.07 +
 55,383.21 +
 821,014.09 *

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/16/2011 - 4:05 PM

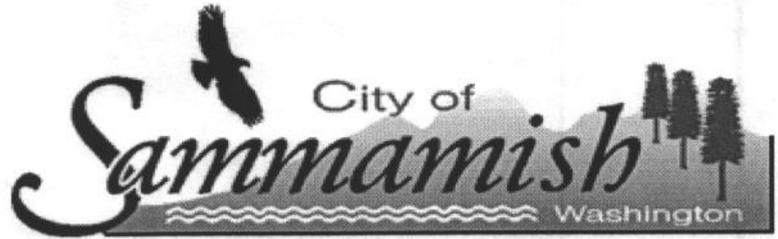


Check	Date	Vendor No	Vendor Name	Amount	Voucher
28636	02/17/2011	ANI	ANI Administrators NW Inc	1,788.15	0
28637	02/17/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
28638	02/17/2011	COSTCO	Costco Wholesale	4,614.30	0
28639	02/17/2011	ICMA401	ICMA 401	30,490.15	0
28640	02/17/2011	ICMA457	ICMA457	8,654.57	0
28641	02/17/2011	KINGWAT	King County Finance Water & Land E	5,070.67	0
28642	02/17/2011	SMS	SMS Cleaning, Inc	3,978.75	0
Check Total:				55,696.59	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/23/2011 - 2:51 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28643	02/24/2011	US BANK	U. S. Bank Corp Payment System	13,795.22	0
				<u>13,795.22</u>	
Check Total:				<u>13,795.22</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/24/2011 - 9:38 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28644	03/01/2011	ALPINE	Alpine Products, Inc.	1,862.58	0
28645	03/01/2011	ANM	ANM Electric Inc	5,010.42	0
28646	03/01/2011	APEXPRES	Richard Miller	876.00	0
28647	03/01/2011	ARTECHE	Emily Arteche	13.47	0
28648	03/01/2011	AT&TMOBI	AT&T Mobility	246.24	0
28649	03/01/2011	ATTLONG	AT&T	61.65	0
28650	03/01/2011	AWCMED	AWC Employee BenefitsTrust	891.29	0
28651	03/01/2011	BACKGROU	Background Source Intl	16.00	0
28652	03/01/2011	BMC	BMC Select	621.96	0
28653	03/01/2011	BRAVO	Bravo Environmental	911.59	0
28654	03/01/2011	BRICKMAN	Brickman Group Ltd LLC	4,442.14	0
28655	03/01/2011	CADMAN	Cadman, Inc.	1,482.83	0
28656	03/01/2011	CDW	CDW Govt Inc	929.66	0
28657	03/01/2011	CENTRALW	Central Welding Supply	237.12	0
28658	03/01/2011	CHANEY	Rebecca Chaney	1,001.00	0
28659	03/01/2011	CNR	CNR Inc	11,392.60	0
28660	03/01/2011	COLE	Cole Industrial Inc	577.07	0
28661	03/01/2011	DADVAR	Brian Dadvar	2,970.79	0
28662	03/01/2011	ECOTONE	Ecotone Commissioning Group LL	2,156.00	0
28663	03/01/2011	EVERFORD	Evergreen Ford	45.79	0
28664	03/01/2011	FASTENAL	Fastenal Industrial Supplies	364.36	0
28665	03/01/2011	FRONTIR2	Frontier	163.47	0
28666	03/01/2011	GFOA	Govt Finance Officers Assoc	400.00	0
28667	03/01/2011	GUROL	Kamuron GuroI	73.95	0
28668	03/01/2011	HENRYSTE	Henry Stewart Publications	275.00	0
28669	03/01/2011	Husky	Husky International Trucks	337.25	0
28670	03/01/2011	INTEGRA	Integra Telecom	3,282.14	0
28671	03/01/2011	ISSCITY	City Of Issaquah	4,362.30	0
28672	03/01/2011	JAMES	John JAMES	33.46	0
28673	03/01/2011	KINGFI	King County Finance A/R	72.12	0
28674	03/01/2011	KINGGIS	King County GIS Center	388.00	0
28675	03/01/2011	KIRTLEY	Kirtley Cole	410,067.41	0
28676	03/01/2011	LAKESIDE	Lakeside Industries	946.10	0
28677	03/01/2011	MACDONAL	MacDonald-Miller	1,676.89	0
28678	03/01/2011	METROTRA	Metropolitan Transportation Com	1,500.00	0
28679	03/01/2011	MINUTE	Minuteman Press	86.46	0
28680	03/01/2011	MODERNSH	Modern Shed, Inc.	6,781.47	0
28681	03/01/2011	MOFFATT	Moffatt & Nichol Engineers	4,369.50	0
28682	03/01/2011	NESAM	NE Sammamish Sewer & Water	108.66	0
28683	03/01/2011	NWNUISAN	John R. Consolini	600.00	0
28684	03/01/2011	OVERHEAD	Engineered Products	5,911.91	0
28685	03/01/2011	PIEDMONT	Piedmont Directional Signs	350.00	0
28686	03/01/2011	PSE	Puget Sound Energy	15,937.19	0
28687	03/01/2011	PUGETSOU	Puget Sound Bank	19,620.45	0
28688	03/01/2011	QWEST	QWEST	228.61	0
28689	03/01/2011	SAM	Sammamish Plateau Water Sewer	66,285.42	0
28690	03/01/2011	SCI	SCI Infrastructures, LLC	73,408.70	0
28691	03/01/2011	SEATIM	Seattle Times	104.04	0
28692	03/01/2011	SEQUOYAH	Sequoyah Electric, LLC	203.80	0
28693	03/01/2011	SMS	SMS Cleaning, Inc	8,628.75	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28694	03/01/2011	SPRAGUE	SPRAGUE	178.21	0
28695	03/01/2011	SPRINT	Sprint	50.00	0
28696	03/01/2011	TCF	TCF Architecture	15,531.65	0
28697	03/01/2011	TLC	Total Landscape Corp	7,270.48	0
28698	03/01/2011	ULTRABLO	Ultrablock, Inc	2,058.60	0
28699	03/01/2011	UNITRENT	United Rentals NW, Inc	1,372.48	0
28700	03/01/2011	WADIS	State of Wa Dept of Info Syste	3,254.30	0
28701	03/01/2011	WAECOL	Wa State Dept of Ecology	75.00	0
28702	03/01/2011	WATSONSE	Watson Security	1,130.45	0
28703	03/01/2011	WAWORK	Washington Workwear Stores Inc	2,047.31	0
28704	03/01/2011	WMSMITH	W. M. Smith & Assoc. Inc	9.72	0
28705	03/01/2011	ZUMAR	Zumar Industries, Inc.	847.26	0

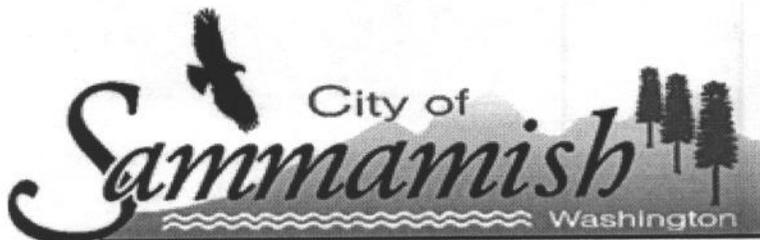
Check Total:

696,139.07

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/24/2011 - 10:41 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28706	03/01/2011	LOCHNER	Lochner, Inc.	1,526.55	0
28707	03/01/2011	PACPLANT	Pacific Plants	3,066.00	0
28708	03/01/2011	PACPOWER	Pacific Power Generation	1,587.75	0
28709	03/01/2011	PSE	Puget Sound Energy	42,264.06	0
28710	03/01/2011	ROTH	Roth Hill LLC	331.44	0
28711	03/01/2011	WONGSUK	Suk	273.73	0
28712	03/01/2011	SUNCADIA	Suncadia Resort	3,728.43	0
28713	03/01/2011	WATERSH	The Watershed Company	315.25	0
28714	03/01/2011	WESTERLU	Westerlund Excavation	2,290.00	0
Check Total:				55,383.21	



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 24, 2011

Originating Department: Public Works

Clearances:

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

Subject: On-Call Professional Engineering Services

Action Required: Authorize the City Manager to execute a contract with WH Pacific Inc., to provide professional engineering services on an on-call basis, in an amount not to exceed \$150,000.

Exhibits: 1. Agreement for Services

Budget: \$ 150,000 in the adopted 2011 Public Works Budget for Professional Services, various Capital Projects, and Development Review Support

Summary Statement:

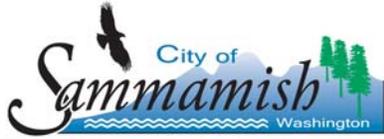
The Public Works Department is anticipating the need for professional engineering services to assist with peaks in the workload. Expected work includes roadway design and development review. This agreement also includes the ability to perform on-call survey work. The proposed on-call agreement does not commit the City to any expenses. Any work will be authorized individually on a task-order basis. This arrangement provides the flexibility to provide for the variability in workload and land development applications while eliminating the need to hire additional permanent staff. This on-call contract would be used when necessary to offset peaks in workload and to meet commitments.

Background:

On-call contracts provide staff with the ability to take on additional workload. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The extra resources available through an on-call agreement lend staff a hand in meeting their various commitments. It also helps to provide timely response and excellent customer service to the applicants for land development projects.

Financial Impact:

The total contract amount is not to exceed \$150,000. This amount will be covered within the existing Council approved budget amounts for the various Public Works programs under which work is expected to be performed. For on-call development review, all consultant costs will be borne by the applicant for



City Council Agenda Bill

whom the review is performed and will not impact currently budgeted City program funds. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

Authorize the City Manager to execute a contract with WH Pacific Inc., to provide professional engineering services on an on-call basis, in an amount not to exceed \$150,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: WH Pacific Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$150,000

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval. City agrees to pay all Consultant's invoices within thirty (30) calendar days of the invoice date. City shall pay an additional charge of one-and-one-half (1.5) percent of the invoiced amount per month for any payment received by the Consultant more than sixty (60) calendar days from the date of invoice.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2012, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold the City, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages and losses

(including reasonable attorney's fees) arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement. The Consultant is not obligated to indemnify the City for the City's own negligence.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination. Notwithstanding anything in this Agreement to the contrary, the term "Confidential Information" does not include any information which (i) at the time of disclosure by the City, or thereafter, is generally available to and known by the public (other than as a result of a disclosure made directly or indirectly by City, (ii) was available to the Consultant on a non-confidential basis from a source other than the City (provided that such source is not or was not bound by a confidentiality agreement with the City, or (iii) information which is already known to the Consultant or has been independently acquired or developed by the Consultant without violating Consultant's obligations to City under this Section.

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

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

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

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: 425 295-0561
Email: jbrauns@ci.sammamish.wa.us

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

WH Pacific Inc.
Mark Van Wormer
12100 NE 195th St, Suite 300
Bothell, WA 98011
Phone Number: 425-951-4800
Email: mvanwormer@whpacific.com

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

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

20. **Standard of Care.** Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A SCOPE OF WORK

ON-CALL ENGINEERING SERVICES

WH PACIFIC INC.

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Design services may include; project definition and scope development; project management; preliminary and final designs for small capital projects; preparation of probable construction and project costs; studies; feasibility analysis'; and roundabout layout, feasibility review, and design.
- Transportation Analysis services may include; Roundabout analysis, roadway, intersection, and roundabout level of service calculations, roadway and roundabout capacity calculation.
- Engineering Review services may include general engineering plan review of subdivision and short plat engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Survey services may include Large and small-scale topographic, and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, imaging, geodetic surveying services, and construction surveying.
- Survey Review services may include; Short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments.
- Other related work requested by the CITY

Consultant will be paid on a time and materials basis in accordance with the rates presented in Exhibit D

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: WH Pacific Inc.

Mailing Address: 12100 NE 195th St, Suite 300
Bothell, WA 98011

Telephone: 425-951-4800

Email Address: mvanwormer@whpacific.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____
Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 23, 2011

Originating Department: Public Works

Clearances:

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

Subject: 244th Avenue Non-motorized Improvements: NE 8th Street to NE 20th Street - Preliminary and Final Design

Action Required: Authorize the City Manager to execute a Contract Agreement with Reid Middleton, Inc. for Engineering and Professional Services related to the 244th Avenue Non-motorized Improvements project

Exhibits:

1. Agreement for Services
2. "Exhibit A" – Scope of Services
3. "Exhibit D" – Fee Estimate

Budget: Money for these services is budgeted in the Non-Motorized Improvement Program. The City Council's 2011 adopted budget contains a total of \$1,700,000 appropriated for this non-motorized improvement.

Summary Statement:

This contract agreement will provide the environmental review, engineering design and bid documents for non-motorized facilities along 244th Avenue from NE 8th Street to NE 20th Street. The purpose of the project is to improve pedestrian and bicycle safety along this corridor within the City.

Background:

Expanding non-motorized facilities along 244th was identified as a Council priority, particularly with the opening of Rachel Carson Elementary. The City was awarded a grant in the sum of \$156,000 by the Transportation Improvement Board (TIB) to close a gap in the sidewalk network from NE 8th Street to the school. The TIB previously awarded grants to the 244th Avenue Improvements Project (now substantially complete) and the NE 8th Sidewalk Gap Completion Project completed in 2007. The project generally provides sidewalk on the west side of the corridor and bike lanes on both sides. In addition, the project will include targeted improvements. These improvements include: extending the left-turn lane entering Rachel Carson, and completing frontage improvements at Good Samaritan Episcopal Church and the new Maintenance Operations Center, while including a center turn lane at the latter. A jurisdiction gap exists in the City boundary between NE 14th Street and NE 16th Place, where the roadway remains King County jurisdiction. This area has guardrail and steep embankments, with no shoulder. The City is pursuing permission to improve this portion of roadway, and include as part of this project.



City Council Agenda Bill

Financial Impact:

It is anticipated that the entire \$1,700,000 budget will be spent this year, augmented by three additional sources:

<i>Transportation Capitol Improvement Fund:</i>	<i>1,700,000</i>
TIB Grant:	156,000
Church Delayed Frontage Agreement:	80,000
Inglewood Plateau Fee-in-lieu (est.):	50,000
TOTAL:	\$1,986,000

Engineering design services for this project will be \$298,233 of the total project cost.

Recommended Motion:

Move to authorize the City Manager to execute and manage a contract with Reid Middleton, Inc. in the amount of \$298,233, including a \$20,000 Management Reserve, for Engineering and Professional Services in association with the 244th Avenue Non-motorized Improvements.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: **Reid Middleton, Inc.**

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$298,233

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

Exhibit 1

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

Company Name REID MIDDLETOWN, INC
Contact Name MIKE WALLACE
Street Address 728 134th St SW #200
City, State Zip EVERETT, WA 98204
Phone Number 425-741-5007
Email MWALLACE@REIDMID.COM

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Mary Anne Todd

Title: City Manager

Title: CFO

Date: _____

Date: 2/23/2011

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

SCOPE OF SERVICES 244TH AVENUE NE NON-MOTORIZED IMPROVEMENTS NE 8TH STREET TO NE 20TH STREET

CITY OF SAMMAMISH

PS&E

It is understood that this Agreement includes only those services necessary to complete the PS&E for half-street improvements on the west side of 244th Avenue NE between the roundabout at NE 8th Street and NE 20th Street, with minor shoulder widening on the east shoulder. The project will match into the completed frontage improvements at the Rachel Carson Elementary.

A. PROJECT UNDERSTANDING

The City of Sammamish (City) requires the services of Reid Middleton, Inc. (Consultant) to prepare PS&E for the project.

The City shall provide support services to the Consultant as described in the following text. The Consultant will cooperate and coordinate with City staff to facilitate the project.

B. SCOPE OF SERVICES

1. Project Management

a. Invoices, Budget Review, and Administration

Monthly invoices will be prepared according to a City approved format. A monthly progress report will be included.

The Consultant has based the fee proposal on five-month work duration. Monthly project management tasks to be performed beyond five months will be considered extra work if the project duration is beyond the control of the Consultant.

b. Project File Initiation and Management

The Consultant will set-up, manage, and close out the electronic and hardcopy project files.

c. Subconsultant Management

The Consultant will coordinate with subconsultants regarding contracting procedures, will prepare and execute contracts with individual subconsultants, and will invoice subconsultant's work during the project. Subconsultants include:

- (1) Right-of-Way Acquisition: Universal Field Services
- (2) Geotechnical Engineering: Landau Associates
- (3) Landscape Design: Lambert Design Studio, LLC

d. Coordination Meetings

The Consultant will meet with the City every other week for the duration of the project. A total of 8 meetings are budgeted. Four progress meetings will be held at the Consultant's office, two of the progress meetings will be held at City offices (with site visit). Two submittal review meetings will be held at the Consultant's office.

e. Acquire Data from the City

The Consultant will require the following information, including but not limited to:

- (1) Available design plans within project limits
- (2) Drainage information/reports
- (3) Recommended landscape theme & plantings
- (4) Pavement section
- (5) Survey and base mapping

The City shall provide base mapping survey work necessary for preparation of the Construction Documents. Mapping shall include right-of-way.

2. Survey, Mapping and Right-of-Way Plans

a. Survey and Base Mapping

The Consultant will augment and integrate new survey data into the City furnished base mapping to reflect the current site conditions. Area of ground survey includes:

- (1) North portion of the roundabout at NE 8th Street, including overhead wires to determine clearance for new lighting

- (2) Frontage for City Maintenance Facility
- (3) Record significant trees impacted by grading or walls that are outside the limits of the original survey.
- (4) Between NE 20th and NE 22nd Street, sufficient for providing bike lanes and pedestrian path primarily within the existing pavement widths.

b. Right-of-Way

The Consultant will prepare the right-of-way exhibit with legal description for the affected parcel (#2725069029) that will require acquisition.

The Consultant shall provide a sample acquisition document for City approval. The Consultant shall maintain parcel files to include fair offer letters, acquisition documents, diary and other items as necessary for negotiations. The budget for negotiations is based on three, significant meaningful contacts with the owner. Out of area owners will be contacted by phone and certified mail. If negotiations reach an impasse, the Consultant shall provide the City with written notification. The Consultant will coordinate administrative settlement approval with the City. The Consultant shall negotiate as necessary with lien holders, assisting escrow in the closing process to obtain release documentation from the encumbrances of public record. The City shall provide payment of any and all compensation costs to affected property owners, escrow services, recording fees, legal services and incidental costs that may arise necessary to complete each transaction.

Two coordination meetings with the City are budgeted.

No appraisals are included; the scope of work includes the preparation of Administrative Offer Summary worksheet. The filing and cost of condemnation proceedings shall be responsibility of the City. Title reports will be furnished by the City

Driveway reconstruction permits will be secured by the City.

3. Environmental Documentation

An environmental checklist for the design will be prepared by the Consultant in compliance with the SEPA. For budgeting purposes, it is assumed that a Mitigated Determination of Nonsignificance will be made, and that expanded technical documentation is not required. The Consultant will prepare the SWPPP documentation. The City shall prepare and issue the NOI.

4. Geotechnical Services

a. Geologic Reconnaissance

After reviewing readily available geotechnical and geologic data for the project area, a geologic reconnaissance of the project area will be conducted to collect information on the general nature and physical features of the project site.

b. Field Investigation

The Consultant will advance up to 4 exploratory borings to characterize soil and groundwater conditions along the project alignment. Each exploratory boring will be advanced to a depth of about 15 ft below the ground surface. A drilling contractor, under subcontract to the Consultant will complete the exploratory borings with a truck-mounted drill rig advancing hollow-stem augers. It is assumed that the pavement section at the boring locations can be patched using fast-setting concrete. It is also assumed that Portland cement concrete pavement is not present below the asphalt concrete at potential sites for the proposed exploratory borings. If subsurface conditions are found to vary, additional exploratory borings may be needed, as a contract supplement.

The Consultant will also spend one day in the field advancing a series of hand auger borings along the project alignment. The proposed hand auger borings will be advanced to depths of 3 to 4 ft below the existing ground surface, if possible. It is estimated that 4 to 6 hand auger borings can be completed in one day.

Prior to performing field activities, the Consultant will arrange for underground utility location (“call before you dig”).

A temporary lane closure will be required to complete the proposed borings. The Consultant will prepare and submit a traffic control plan to the City, and provide the necessary flaggers and traffic control devices for a temporary lane closure. It is assumed that the City will issue a no-cost right-of-way use permit.

A geologist or geotechnical engineer will supervise the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure, and returned to the Consultant’s laboratory for further examination and classification. Soil

samples obtained from the explorations will be held in the laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. The Consultant does not plan to install piezometers to monitor groundwater levels; however, groundwater levels will be noted at the time of drilling. Upon completion of sampling and logging, the boreholes will be backfilled in accordance with applicable sections of WAC 173-160.

c. Laboratory Testing

A geotechnical laboratory testing program consisting of natural moisture content and grain size and/or Atterberg Limits determinations on selected soil samples to aid in classifying site soils will be performed. 10 moisture content and 5 grain size or Atterberg limits determinations have been budgeted. In addition, 4 combined hydrometer and grain size analysis will be performed.

d. Geotechnical Engineering Analysis and Report Preparation

Information from the field investigation will be analyzed by a geotechnical engineer to develop geotechnical engineering conclusions and recommendations for design and construction of the proposed retaining walls. The results of the field explorations, laboratory testing, engineering analyses, and geotechnical engineering conclusions and recommendations will be summarized in a draft geotechnical report. Upon receipt of review comments, we will address the comments and submit four copies of a signed and sealed geotechnical report. The geotechnical report will include:

- (1) A site plan showing the locations of borings completed for this project.
- (2) Results of laboratory testing and a summary log of the exploratory borings.
- (3) A discussion of the observed near-surface soil and groundwater conditions along the project alignment.
- (4) An evaluation of the feasibility of the planned improvements from a geotechnical perspective.
- (5) An evaluation of the moisture sensitivity of the soils along the project alignment.

- (6) A discussion of subgrade support characteristics along the project alignment.
- (7) Recommendations for subgrade preparation for new pavement sections and sidewalks, including reuse of site soil, and criteria for selection, placement, and compaction of structural fill.
- (8) Recommendations related to maximum allowable slopes for temporary and permanent cut slopes.
- (9) An evaluation of appropriate types of retaining structures, including mechanically stabilized earth (MSE), gravity block and cantilevered soldier pile walls.
- (10) Recommended design parameters for MSE, gravity block walls and cantilevered soldier pile walls.
- (11) Equivalent fluid pressure diagrams for wall loading, including influence of adjacent structures, seismic loading, and other geotechnical properties for use in design of walls.
- (12) Recommendations for monitoring and testing during construction.
- (13) An evaluation of the capacity of the soil along the project alignment for stormwater infiltration, according to 2005 Department of Ecology Infiltration Methods, including a recommended preliminary design infiltration rate based on soil textures and corresponding published infiltration rates.

5. Coordination with Others

The City shall provide all coordination with the TIB, the fire department, police department, and the school district as required.

The City shall coordinate with the various utility agencies regarding the relocation of existing facilities and provisions of new facilities within the project limits.

The Consultant shall provide supplemental details and figures as needed to facilitate coordination. Coordination with the utilities will include the following:

- a. Initiate and maintain a utility contact database to log all correspondence (mail, e-mail, and phone logs) with all the utility agencies.
- b. Coordinate potholing services.

- c. Meet with utility agencies to determine future facility improvements.
- d. Coordination with PSE/Intolight for development of the illumination design. PSE/Intolight will provide the illumination design. Conduit and pole base information will be shown on the drawings. Additional information required by PSE/Intolight will be included as an addendum for the contractor's use.

6. Stormwater Technical Information Report

The Consultant will review City furnished hydraulic studies, record plans and analyze the existing characteristics of the drainage basin within the Project limits. In accordance with the adopted drainage standards (King County SWM) for the City, the Consultant will determine collection needs, water quality and detention requirements, calculate runoff for the design storms for the affected drainage basins, and evaluate the capacity of existing drainage channels and conveyance system.

Where feasible, roadway runoff will be kept separate from off-site runoff to avoid mixing of flows. The design will provide infiltration or in-line detention system and will be sized for newly created impervious areas. The system will be installed within road right-of-way.

a. Drainage Memorandum

The memorandum will include a project description and vicinity map; basin delineation, analysis and hydrology; water quality/quantity calculations, conveyance calculations; downstream analysis; and schematics of proposed facilities.

b. Drainage Design

The Consultant will prepare the preliminary storm drainage design to include layout of drainage structures for runoff collection and water quality alternative.

7. PS&E Development Common to each Submittal

The following elements will be performed at each of the following submittals:

- Schematic Design Phase (30 percent)
- Construction Documents (90 percent and Final)

a. Opinion of Probable Construction Costs

The Consultant will calculate bid item quantities and prepare an opinion of probable construction costs based on each design phase. The opinion will include appropriate contingencies, and waste and compaction factors.

b. Quality Control Review

The Consultant will conduct quality control reviews by selected senior staff members with appropriate experience and expertise. In the review, the staff will scrutinize and question the major elements of the design for adequacy of response to the major design challenges and conformance to the accepted design practices.

c. Submit Documents to City for Review

The Consultant will provide the following at each review submittal:

- (1) One set of half-size prints of the drawings in PDF format.
- (2) One set of the opinion of probable construction costs at 90 percent.
- (3) Special Provisions at 90 percent.

d. Annotate Review Comments

The City shall provide electronic review comments for each submittal in a mutually acceptable format. The City shall consolidate the review comments into a single document that shall be reviewed by the City's Project Manager in order to provide consistent direction to the Consultant and avoid duplicate comments.

The Consultant will provide written responses to all comments provided by the City.

8. Schematic Design Development (30 Percent)

a. Schematic Development

The City has identified project Segments A, B, C & D which are referenced in the Scope of Work. Approximate boundaries for each segment are:

<u>Segment</u>	<u>Limits</u>
A	NE 8th Street to NE 10th Street
B	North boundary of School to NE 14th Street

- C NE 14th Street to South of NE 16th Place (King County)
- D South of NE 16th Street to NE 20th Street

All design development drawings will be electrostatic plots on bond paper. Drawing dimensions will be half-size, 11 inches wide and 17 inches long. The Schematic design will provide sufficient information to initiate work on SEPA (roadway foot print), the SWPPP and provide the City the ability to review proposed wall locations, planters and approach to stormwater collection, treatment and detention.

The schematic design development submittal package will include the following:

(1) Typical Roadway Sections

The design approach for the roadway widening will be based on sawcut and widening of existing pavement. The pavement section will match the section installed at the school frontage. Consultant will develop grading plans where needed to provide information sufficient for construction. Provide quantity for minor shoulder fill for the east side of the road and show grading limits.

The lane configuration will be coordinated with the City at the start of design, but will generally consist of:

Cross Section Northbound (West side of Road)

- 10' through lane
- 6' bike lane
- 5' planter (can be reduced to fit work into R/W)
- 5' sidewalk
- 5.5' feet wide ½ center lane, select locations

Cross Section Southbound (East side of Road)

- 11' through lane
- 4' paved shoulder

(2) Plan and Profile

The plan and profile shall show the existing pavement centerline profile and top of curb elevations. The Consultant shall provide a profile for the top of curb and resultant pavement cross slope for city review. The plan view will show planter locations and wall locations/height will be denoted, with recommendation for wall

type. The plan view will show the proposed drainage system. No storm drainage details or profiles are included with this submittal.

(3) Channelization Plan

The channelization plan shall show the proposed striping layout and will address the following:

- (a) Modify north leg of roundabout, complete splitter island and preserve the existing curb lines.
- (b) Extend the northbound left-turn lane at school further to the south to increase storage area.
- (c) Modify the existing raised median at the school to provide shy distance to travel lanes.
- (d) Provide a minimum northbound left-turn lane for maintenance facility (storage for truck and trailer), plus transition.
- (e) No left turn lane at church is included.
- (f) Examine impacts and cost for a southbound left turn lane at NE 19th Street (Twin Cedars Plat) for City review. Design will be included in scope if determined to include in construction.
- (g) Using an aerial photo, from NE 20th Street to north of 244th Place NE (entry to Camden Park) the Consultant will prepare a channelization plan that will allow for an at grade paved walkway on the west side of the road that will be separated from the travel way with an extruded cement concrete curb. Lane tapers and need for roadway widening (if required) will be identified.

(4) Illumination Design

Provide one new light at Segment A. The City uses full cut-off lenses, green cobra head style as the new standard for this area. Road classification RP 8, collector. The Consultant will prepare AGI 32 lighting calculations.

All other lighting needs will be coordinated by the City with IntoLight.

(5) Drainage Plan

The drainage plans will show the plan view of the proposed conveyance system and placement of the treatment/detention system. Specifics for each segment include:

Segment A

For south parcel, no system is required. Detention and treatment provided by future housing plat. Provide for infiltration into planter strip with overflow outlet to site of plat (for future connection). For adjoining parcel, provide for infiltration in planter strip.

Segment B & C

Provide planter infiltration system or in-line detention system.

Segment D

Possibly route stormwater into Church pond, provide planter infiltration system or in-line detention system.

Possibly route stormwater into City Maintenance Building Facility pond, provide planter infiltration system or in-line detention system. Provide by-pass for Church pond outlet and cross culvert under 244th.

(6) Utilities

Assumptions:

- (a) Utility pole in Segment A (with guy) will be relocated by PSE.
- (b) Lake Sammamish Sewer (force main and gravity) to remain, design will need to accommodate. Base mapping does not show the force main and will need to be updated to reflect location. City to provide locate and Consultant will reflect on base mapping.

- (c) 4-inch gas on west side of road, at edge of pavement.
- (d) LWSD aerial fiber.
- (e) Provide spare conduit for City, under sidewalk with junction boxes 300 feet on-center.

b. Field Verify Schematic Development Drawings

The Consultant and the City shall provide the design verification with a site review of the proposed work limits, wall locations and drainage approach. The examination will include checks for constructability, temporary work limits and conflicts.

c. Design Memorandum

This document will describe standards and decisions made during the course of the design and shall include alternatives that were examined. The design memorandum shall be updated during the course of the project and will serve as a log of key decision that were made. Items shall include:

- Evaluation of the existing vertical curves for a design speed of 40 mph (posted 35 mph) or a design speed as directed by the City.
- Resultant gutter grades using a 2% projection from the existing edge of pavement versus varying the cross slope of the road to provide a more uniform gutter grade.

9. Construction Documents

The Construction Documents will be based on City-approved Design Development plans. The construction documents will be submitted at 100 percent and final completion levels. Final drawing dimensions will be 22 inches wide and 34 inches long on a standard City title block. The horizontal scale of the drawings will be 1 inch equals 20 feet. The final plans will consist of a complete set of documents, which include information necessary for prospective bidders to comprehend and bid the work. The plans will be stamped by a Professional Engineer licensed in the State of Washington.

a. Plans

- (1) Cover Sheet

The cover sheet will include, at a minimum, the following:

- (a) Project title and project number
- (b) Vicinity map
- (c) Drawing index

(2) Legend, Symbols and Abbreviations

The plan will include the legend, symbols and abbreviations. A list of general notes will also be included. Reference to conditions of approval will also be included.

(3) Traffic Control Plan/Details

The Consultant will develop construction staging typical exhibits and proposed order of work. No separate traffic control plans will be prepared. The contract manual will include appropriate WSDOT Local Agency standard plans for the Contractor to use in preparing site specific plans for approval by City.

(4) Right-of-Way and Alignment Plan

The plan will include right-of-way centerline data, construction center line data, right-of-way offsets, survey control points and survey control datum information.

(5) Site Preparation Plan and Temporary Erosion Control Plans and Details

The Consultant will prepare site preparation and TESC plans to depict removal items and details of the erosion control design to meet site conditions. The erosion control and sedimentation plans will incorporate current Best Management Practices (BMPs).

(6) Typical Roadway Sections

The Consultant will prepare drawings of typical cross sections based on the final design. The drawings will include:

- (a) Sidewalk dimensions (with slope rounding at back of sidewalk)
- (b) Right-of-way dimensions
- (c) Cut and fill slope notations

- (d) Curb type and location
- (e) Pavement section for road
- (f) Pavement section for driveways

(7) Roadway Plan and Profiles

The Consultant will prepare plans to present the horizontal and vertical design elements, utility improvements, signing, and channelization. The plans will include:

- (a) Right-of-way, easements, and property lines
- (b) Right-of-way and construction centerlines
- (c) Cut and fill slope limits
- (d) Grading and paving limits
- (e) Construction notes
- (f) General notes
- (g) Curve and alignment data
- (h) A half-tone image of the base mapping
- (i) Pavement and hard feature dimensions
- (j) Existing utilities
- (k) Utility adjustments and modifications
- (l) Proposed storm drainage system structures with their corresponding invert and top elevations, and all connecting pipes annotated with their length, slopes, and diameters
- (m) Stormwater quality and detention system

(8) Drainage Profiles

The Consultant will provide storm drainage profiles where information cannot be combined with the plan /profile sheets.

The horizontal scale of the drawings will be 1 inch equals 20 feet.

(9) Channelization and Signing Plans

The Consultant will provide channelization plans for areas of revised lane configuration. Separate signing plans will be prepared, including sign relocations, new signs and schedule.

(10) Miscellaneous Details

The Consultant will prepare details for:

- (a) Stormwater collection
- (b) Curb

- (c) Driveways
- (d) Curb ramp grading
- (e) Typical wall sections

(11) Wall Plan and Profiles

Walls will be constructed to reduce impacts to parcels and work limits. The cut walls will be a gravity block (taller walls will be constructed using large block, shorter walls will be built using smaller blocks) or as types as identified in the geotechnical report. Tall fill walls will be either mechanically stabilized earth (MSE) walls, large blocks, or pile walls with lagging. The Consultant will prepare a typical wall section and elevation for each wall, including estimate block configuration, footing embedment and horizontal tiebacks. Final detailed design of the proprietary walls will be furnished during the construction phase by the wall manufacturer, as shop drawings for review by the City. For the purpose of estimating design hours, the preliminary wall locations and types are as follows:

<u>Location</u>	<u>Type</u>	<u>Length</u>
Segment A	5-7 ft tall cut wall	220'
Segment B	2-ft tall cut wall	70'
Segment C	6-ft tall cut wall	130'
	8-ft tall cut wall	100'
	6-ft tall fill wall	250'
	6-ft tall cut wall	140'
	4-ft tall cut wall	70'
Segment D	4-ft tall fill wall	100'
	6-ft tall fill wall	250'
	4-ft tall cut wall	80'
	4-ft tall fill wall	100'
	8-ft tall fill wall	430'

(12) Intersection Design

The Consultant will design necessary intersection modifications to accommodate the widening and ADA curb ramps. The following locations shall have an intersection treatment; all other private side streets will be treated as driveway:

- NE 10th St
- NE 14th St
- NE 16th Street

(13) Driveway Profiles

The Consultant will design necessary driveway profile modifications to accommodate the widening.

The plans will include:

- (a) Existing profile grades
- (b) Proposed profile grades
- (c) Vertical curve data
- (d) Match point locations

(14) Landscape Plans and Details

The Consultant will provide planting plans and details based on planting plan from adjacent City projects and planting menu by City. Drought tolerant native plants, with majority of plant selections being native to Western Washington will be used. Back of sidewalk landscape treatment will “meet and match” existing landscape condition. No street trees or automatic irrigation is required.

(15) Stormwater Quality and Detention Design

The Consultant assumes that there will be no design for a separate stormwater quality and detention facilities. This project element will be integral to the stormwater conveyance, infiltration and/or rain garden treatment.

b. Project Manual

The Consultant will prepare the general and final special provisions based on the *2010 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction*. The contents will include bid form items, the City’s general conditions, contracts, and supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Special Provisions will address items of work which are not addressed by the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the drawings.

Color paper and/or footers shall be used to differentiate the manual main sections.

The Consultant will prepare the project manual to include:

- (1) Signature page
- (2) Vicinity map
- (3) Bidding requirements
- (4) Advertisement for Bid
- (5) Contract documents
- (6) Amendments
- (7) Special Provisions based on the 2010 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction plus APWA Supplement (English Version)
- (8) Standard plans
- (9) Addenda (if any)
- (10) Drawings

c. Finalize PS&E

The Consultant will finalize the plans and opinion of probable construction costs in response to the City's comments. The Consultant will make such minor changes or revisions in the detail of the work as may be required by the City.

The Consultant will submit the final original documents to the City as follows:

- (1) The original full-size polypropylene drawings bearing the engineer's stamp and seal on each drawing.
- (2) A set of half-sized drawings bearing the engineer's stamp and seal on each drawing.
- (3) An electronic version of the final quantity and opinion of probable construction costs, plans and project manual.

d. Bid Assistance

The Consultant will answer construction questions regarding the design during the bid process, and assist in the preparation of two City initiated addenda up to the hours shown. The City shall be responsible for distributing printing and distributing hard copies of the plans and project

manual. The Consultant will coordinate with Builder's Exchange during the bidding process.

10. Construction Support

Construction support and record drawings are not included in this scope of services and shall be a contract supplement.

C. OPTIONAL SERVICES – MANAGEMENT RESERVE FUND

Other Services

This shall include but is not limited to support during construction, additional geotechnical information for exploratory borings, right-of-way support or other services as requested by the City, following supplemental scope and budget negotiation and approval.

D. SERVICES PROVIDED BY THE CITY

The City shall provide the following:

1. Utility coordination
2. Coordination with others
3. Consolidated review comments
4. Potholing
5. Bid, ad and award administration
6. Title report
7. Driveway construction permits
8. Construction management and testing services
9. Public involvement related notices, invitations and newsletters
10. Grading construction permits.

H:\DOC\25St\11\913\007 244th Improvements - Sammamish\SOS and Fee Proposal\Final Scope of Work.doc

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



Estimate of Professional Services - Exhibit D

728 134th Street SW
Everett, WA 98204
(425) 741-3800
(425) 741-3900 FAX

PROJECT: 244th Ave NE Non-Motorized Improvements
CLIENT: City of Sammamish
PROJ. NO.: 25-2011-913.007
FILE: 252011 913 244TH

BY: KO/MW
DATE: 2/23/2011
CHKD BY: MMT 2/23/11

Task No.	Description	Principal	Sr Engineer	Project Eng	Designer II	Design Engineer	Designer II (Cadd)	Project Admin	Tech Writer II	Project Engineer (Structural)	Principal Surveyor	Project Surveyor	Survey Crew 2	Survey Crew 3	Total Labor hours	Total Labor Earnings	Mileage	Printing	Subs	Total	Labor & Reimb
		\$207	\$160	\$107	\$105	\$87	\$105	\$84	\$100	\$129	\$165	\$103	\$168	\$255			\$0.500	cost	cost	0%	
		MW	KO	RAK	MD	SL	WC	CW	VF	LL	JF	SL					\$	\$		No Mark-up	
1 Project Management																					
a	Invoices and Administration		10.00					6.00							16.00	2,104.00				0	2,104.00
b	Project File and Oversight		8.00	8.00											16.00	2,136.00				0	2,136.00
c	Sub consultant Management		4.00					6.00							10.00	1,144.00				0	1,144.00
d	Progress Meetings (8)		28.00	28.00	8.00										64.00	8,316.00	100			100	8,416.00
e	Acquire data from city			2.00											2.00	214.00				0	214.00
	Subtotal Task 1	0.00	50.00	38.00	8.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	13,914.00	100	0	0	100	14,014.00
2 Survey, Mapping & R/W Plans																					
	Survey and Base Mapping									8.00	32.00	46.00			86.00	12,344.00				0.00	12,344.00
	R/W Exhibits									3.00	6.00				9.00	1,113.00	300			300.00	1,413.00
	Acquire R/W		16.00												16.00	2,560.00			5,738	5,738.00	8,298.00
	Subtotal Task 2	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00	38.00	46.00	0.00	111.00	16,017.00	300	0	5,738	6,038.00	22,055.00
3 Environmental Documentation																					
	SEPA submittal		8.00	4.00	2.00										14.00	1,918.00				0.00	1,918.00
	SWPP		2.00		6.00										8.00	950.00				0.00	950.00
	Subtotal Task 3	0.00	10.00	4.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00	2,868.00	0	0	0	0.00	2,868.00
4 Geotechnical Services																					
	Coordination with Landau		4.00	4.00											8.00	1,068.00			21,775	21,775.00	22,843.00
	Subtotal Task 4	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	1,068.00	0	0	21,775	21,775.00	22,843.00
5 Coordination with Utility Agencies																					
	Determine potholing needs			2.00	2.00										4.00	424.00				0.00	424.00
	Subtotal Task 5	0.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	424.00	0	0	0	0.00	424.00
6 Stormwater Technical Information Report																					
	Review prior studies & Site Conditions				8.00										8.00	840.00				0.00	840.00
	Initial Layout		2.00		24.00		12.00								38.00	4,100.00				0.00	4,100.00
	Calcs	2.00			20.00										22.00	2,514.00				0.00	2,514.00
	Drainage Memorandum		2.00		32.00				8.00						42.00	4,480.00				0.00	4,480.00
	Drainage Design	2.00	4.00	8.00	40.00		40.00								94.00	10,310.00				0.00	10,310.00
	Subtotal Task 6	4.00	8.00	8.00	124.00	0.00	52.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	204.00	22,244.00	0	0	0	0.00	22,244.00
7.0 Schematic Design Development																					
a	Plans														0.00	0.00				0.00	0.00
	Typical Roadway Sections		4.00	12.00			12.00								28.00	3,184.00				0.00	3,184.00
	Plan and Profile		4.00	72.00											76.00	8,344.00				0.00	8,344.00
	Walls		4.00	16.00											20.00	2,352.00				0.00	2,352.00
	Channelization Plan		4.00	28.00		8.00	32.00								72.00	7,692.00				0.00	7,692.00
	Drainage Plan				30.00		30.00								60.00	6,300.00				0.00	6,300.00
b	Field Verify Schematic		6.00	6.00	6.00										18.00	2,232.00				0.00	2,232.00
c	Design Memo		4.00	8.00			24.00		8.00						20.00	2,296.00				0.00	2,296.00
	Cost Estimate			8.00											32.00	2,944.00				0.00	2,944.00
	Quality Control Review	8.00	12.00	8.00											28.00	4,432.00				0.00	4,432.00
	Submit for Review		2.00	4.00			4.00								10.00	1,168.00		200		200.00	1,368.00
	Annotate Review Comments		2.00	12.00											14.00	1,604.00				0.00	1,604.00
	Meet with Client to Review Submittal (included above)														0.00	0.00				0.00	0.00
	Subtotal Task 7	8.00	42.00	174.00	36.00	32.00	78.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	378.00	42,548.00	0	200	0	200.00	42,748.00
8 Construction Documents (90% and Final)																					
a	90% Submittal														0.00	0.00				0.00	0.00
	Cover Sheet			6.00			8.00								14.00	1,482.00				0.00	1,482.00
	Legend, Symbols & Abbreviations			8.00			8.00								16.00	1,696.00				0.00	1,696.00
	Traffic Control Plans/Details & Sequence			24.00			36.00								60.00	6,348.00				0.00	6,348.00
	R/W and Alignment Plan			4.00			8.00			6.00	16.00				34.00	3,906.00				0.00	3,906.00
	Site Prep and TESC			36.00		9.00	36.00								81.00	8,415.00				0.00	8,415.00
	Typical Roadway Sections			12.00			12.00								24.00	2,544.00				0.00	2,544.00
	Roadway Plan and Profiles			9.00	130.00		18.00	160.00							317.00	33,716.00				0.00	33,716.00
	Drainage Profiles	2.00			12.00	8.00	24.00								46.00	4,890.00				0.00	4,890.00
	Channelization and Signing			18.00			12.00	24.00							54.00	5,490.00				0.00	5,490.00



Estimate of Professional Services - Exhibit D

728 134th Street SW
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT: 244th Ave NE Non-Motorized Improvements
CLIENT: City of Sammamish
PROJ. NO: 25-2011-913.007
FILE: 252011 913 244TH

BY: KO/MW
DATE: 2/23/2011
CHKD BY: MMT 2/23/11

Task No.	Description	Principal	Sr Engineer	Project Eng	Designer II	Design Engineer	Designer II (Cadd)	Project Admin	Tech Writer II	Project Engineer (Structural)	Principal Surveyor	Project Surveyor	Survey Crew 2	Survey Crew 3	Total Labor hours	Total Labor Earnings	Mileage	Printing	Subs	Total	Labor & Reimb
		\$207	\$160	\$107	\$105	\$87	\$105	\$84	\$100	\$129	\$165	\$103	\$168	\$255			\$0.500	cost	cost	0%	
		MW	KO	RAK	MD	SL	WC	CW	VF	LL	JF	SL					\$	\$		No Mark-up	
	Misc Details			32.00			48.00								80.00	8,464.00				0.00	8,464.00
	Wall Plan and Profile			12.00			48.00			36.00					96.00	10,968.00				0.00	10,968.00
	Intersection Design			16.00			24.00								40.00	4,232.00				0.00	4,232.00
	Driveway Profiles			16.00			24.00								40.00	4,232.00				0.00	4,232.00
	Landscape Plans and Details			8.00											8.00	856.00			7,600	7,600.00	8,456.00
	Stormwater Quality and Detention				16.00		16.00								32.00	3,360.00				0.00	3,360.00
	Cost Estimate					32.00									32.00	2,784.00				0.00	2,784.00
	Specifications (see 8 b)														0.00	0.00				0.00	0.00
	Quality Control Review	8.00	16.00	8.00											32.00	5,072.00				0.00	5,072.00
	Submit for Review		2.00	4.00			4.00								10.00	1,168.00		200		200.00	1,368.00
	Annotate Review Comments		2.00	4.00											6.00	748.00				0.00	748.00
	Meet with Client to Review Submittal (included above)														0.00	0.00				0.00	0.00
b	Project Manual	2.00	40.00	20.00					60.00						122.00	14,954.00				0.00	14,954.00
c	Finalize PS&E														0.00	0.00		500		500.00	500.00
	Plans		4.00	30.00			30.00			12.00					76.00	8,548.00				0.00	8,548.00
	Specifications		8.00	4.00					12.00						24.00	2,908.00				0.00	2,908.00
	Cost Estimate		2.00	4.00		8.00									14.00	1,444.00				0.00	1,444.00
	Response to Comments		2.00	8.00											10.00	1,176.00				0.00	1,176.00
d	Bid Assistance		8.00	8.00					12.00						28.00	3,336.00				0.00	3,336.00
	Subtotal Task 8	12.00	93.00	412.00	28.00	87.00	510.00	0.00	84.00	48.00	6.00	16.00	0.00	0.00	1,296.00	142,737.00	0	700	7,600	8,300.00	151,037.00
	TOTAL HOURS	24.00	223.00	642.00	206.00	119.00	640.00	12.00	100.00	48.00	17.00	54.00	46.00	0.00	2,131.00	241,820.00	400.00	900.00	35,113.00	36,413.00	278,233.00
	SubTotal Cost	4,968	35,680	68,694	21,630	10,353	67,200	1,008	10,000	6,192	2,805	5,562	7,728	0		241,820.00					

Assumptions

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories on the rate table.

Contingency/Rounding

	SUBTOTAL	278,233.00
	MANAGEMENT RESERVE	20,000.00
	TOTAL	298,233.00

244th Ave NE Non-Motorized Improvements
for City of Sammamish

REID MIDDLETON, INC.
728 134th Street, SW, Suite 200
Everett, WA 98204-5322

Classification	Direct Labor Cost	Overhead 180.00%	Fixed Fee 25.60%	All Inclusive Hourly Billing Rate
Principal	67.80	122.04	17.36	207.20
Principal Engineer	60.90	109.62	15.59	186.11
Senior Engineer	52.48	94.46	13.43	160.38
Project Engineer (RK)	34.92	62.86	8.94	106.72
Project Engineer (LL)	42.22	76.00	10.81	129.02
Design Engineer (SL)	28.52	51.34	7.30	87.16
Project Administrator	27.41	49.34	7.02	83.76
Principal Surveyor	53.95	97.11	13.81	164.87
Project Surveyor	33.80	60.84	8.65	103.29
Survey Technician	22.74	40.93	5.82	69.49
Survey Crew 2 Person	55.00	99.00	14.08	168.08
Survey Crew 3 Person	83.33	149.99	21.33	254.66
Design I	28.24	50.83	7.23	86.30
Design II	34.41	61.94	8.81	105.16
Design Technician	35.07	63.13	8.98	107.17
Cad Technician II	30.45	54.81	7.80	93.06
Cad Technician I	21.11	38.00	5.40	64.51
Tech Writer II	32.68	58.82	8.37	99.87
Tech Writer I	18.99	34.18	4.86	58.03
Survey Crew 2	55.00	99.00	14.08	168.08
Graphic Designer II	33.14	59.65	8.48	101.28
Technician	18.93	34.07	4.85	57.85

COUNCIL MINUTES

Regular Meeting February 15, 2011

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

Councilmembers present: Deputy Mayor Tom Odell, Councilmembers Mark Cross, John Curley, John James, and Michele Petitti

Councilmembers Absent: Mayor Don Gerend and Councilmember Nancy Whitten.

MOTION: Councilmember Cross moved to excuse Mayor Gerend and Councilmember Whitten. Councilmember Petitti seconded. Motion unanimously carried 5-0.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Kari Sand, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Cross led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda as revised. Councilmember Curley seconded. Motion carried unanimously 5-0.

Consent Calendar

Approval: Claims for period ending February 15, 2011 in the amount of \$1,066,448.65 for Check No.28505 through No.28635

Resolution Of The City Of Sammamish, Washington, Revising The Rules Of Procedure For The City Council (R2011-448)

Resolution: Waiving the competitive bidding requirements for purchase of a sole source waterless restroom facility for the Evans Creek Preserve Phase 1 project and authorizing the City Manager to sign a contract with Biological Mediation Systems Inc. for the purchase of the same. (R2011-449)

Contract: Prefabricated Pedestrian Bridge, Evans Creek Preserve/Contech Construction Products

Contract: Trail Construction, Evans Creek Preserve/Washington Trails Association

Contract: Public Defender Services/Stewart Beall MacNichols & Harnell, Inc. PS

Contract: Monitoring of Wetland 61 and Ebright Creek/RH2

Approval: Minutes for January 4, 2011 Regular Council Meeting

Approval: Notes for January 11, 2011 Study Session

Approval: Minutes January 18, 2011 Regular Meeting

MOTION: Councilmember Petitti moved to approve consent calendar. Councilmember Curley seconded. Motion carried unanimously 5-0.

Public Comment

Gary Abrahms, Representing the wireless organizations. He asked that Council to continue the Public Hearing regarding wireless amendments to a date following the March 1 meeting as he and other representatives of the wireless community will be unable to attend the meeting.

Public Hearings

Ordinance O2011-296 of The City Of Sammamish, Washington, Temporarily Authorizing Fundraising Signs In Certain Zones Of The City; And Declaring An Emergency

Deputy City Manager Pete Butkus gave the staff report. State law requires a public hearing any time an emergency land use regulation is passed without going through the Planning Commission and public process. The hearing must occur within 60 days of passage. Staff is recommending taking public comment tonight. The Planning Commission will consider this public comment when they consider the ordinance later in the year.

Public Hearing was opened at 6:44 pm.

Public Comment

Doug Eglington, 420 238th Avenue NE, He spoke in support of the effort to preserve the Freed House. This sign regulation will help advertise the fund raising efforts to save the house.

Public Hearing closed at 6:47 pm

Unfinished Business - None**New Business****Freed House Landmark Designation**

Deputy City Manager Pete Butkus gave the staff report. The King County Landmark Board contacted the city to inform staff that they are going to schedule a public hearing to consider landmark designation for the Freed House. The city is in a unique situation in that it owns the Freed House. The Landmark Board rules say that any appeal to the landmark status recommendation would be heard by the city council. To prevent any conflict of interest, staff is recommending that the council pass a motion that would state that the Council has no objection to the Freed House receiving local landmark status and would hear any appeal without prejudice.

Council asked if landmark designation would hinder what could be done with the house. Mr. Eglinton explained that buildings have been demolished even after receiving the designation.

Vicki Bagette, President Sammamish Heritage Society, 23902 NE 14th Street, She explained that this designation will help the society apply for grants and help in fundraising to protect and restore the house.

MOTION: Councilmember Petitti moved to advise the King County Landmarks Commission, acting under Interlocal Agreement for the City of Sammamish in Landmark matters, that the City Council has no objections with the Commission considering "Landmark Status" for the Freed House.

Further, that if there is an appeal of the action(s) of the Commission, the City Council will hear the appeal as provided for in the Interlocal Agreement without prejudice. Councilmember Curley seconded. Motion carried unanimously 5-0.

Council Reports

Councilmember James reported that at the retreat Council had discussed having the student liaisons come to only one meeting a month, and to include Eastside Catholic High School Student Liaison. Mr. Yazici said staff will coordinate discussions with Eastside Catholic to establish a liaison program.

Councilmember Cross announced that the SR520 Good to Go Passes will be sold at City Hall tomorrow. Tolling on the bridge will begin in April.

City Manager Report – No Report

Meeting adjourned at 7:13 pm

➤ **Open Study Session**

Update: Wireless Code Amendments

➤ **Close Study Session**

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 28, 2011

Originating Department: Community Development

Clearances:

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

Subject: Wireless Communication Facility Ordinance Amendments

Action Required: Re-open public hearing, take testimony and continue to March 21, 2011

Exhibits:

- a. WCF code amendment summary describing amendments
- b. Map of city arterial network

Budget: N/A

Summary Statement:

The City Council is continuing its process to consider amendments to the Wireless Communication Facility (WCF) chapter in SMC 21A.55. The amendments include:

- Adding canister style monopoles to the siting hierarchy
- Elevating parks, schools and churches on the siting hierarchy
- Reformatting both the siting and base station hierarchies to create a simpler system
- Requiring completely vaulted base station equipment
- Allowing attached base station equipment when vaulting not feasible
- Establishing maximum heights for antenna support structures
- Accommodating antennas within the city's Town Center zones
- Requiring new equipment to be color matched at the time of equipment upgrades



City Council Agenda Bill

On February 15, 2011, the Council directed staff to prepare amendment language for the above list of changes. The attached "WCF Code Amendment Summary" was developed to show how the amendments would be reflected in code.

Also at the Council's direction, staff has continued research of peer jurisdictions regarding 'canister-style monopoles' and initiated a review of existing utility pole height along the city's arterial network. Research on these items has started but not yet finished as of this writing. Staff will need to complete these tasks in order to include specific language for these topics. Staff will provide a status report at the March 1st Council meeting.

Following public testimony on March 1st, staff recommends that the Public Hearing be continued to March 21, 2011. The Council may consider additional amendments identified during the Public Hearing process.

Background:

The Planning Commission held public meetings related to the amendments in May and June, 2010. The Planning Commission recommended amendments to allow base station equipment to be attached to utility poles, and that only the minimum necessary be allowed for height increases. Several Council meetings were held in mid-2010, and staff held meetings in November and December to identify specific amendment areas. The Council held a public hearing session on December 14, 2010 and continued the hearing to March 1, 2011. The Council also held a study session on February 15, 2011 to review a bullet list of proposed amendments and provide direction to staff.

Financial Impact: N/A

Recommended Motion: Re-open Public Hearing, take public comment, and continue Public Hearing to March 21, 2011.

WCF Code amendment summary

For review at the March 1, 2011 City Council Public Hearing

This summary document has been prepared by staff to illustrate how the Council-identified amendments would be reflected in the WCF code in these key areas:

- Siting hierarchy
- Height limits
- Base stations standards
- Design standards

Since additional research remains to be completed, staff request that the public and the Council review the material in this summary at the March 1st public hearing and that the Council provide any further direction to staff on final language for consideration.

Staff recommends that the Council specifically review the siting hierarchy to ensure it accurately reflects the Council direction. Staff has attempted to revise the current hierarchy to:

- Include canister-style monopole options in Tiers 1, 2 and 3
- Retain the use of utility poles as a Tier 1 option along Principal arterials only, and move this option to Tiers 2 and 3 for Minor and Collector arterials respectively
- Move the option for location in a public park, open space or other public land up to Tier 1
- Simplify the siting hierarchy to use tiers where all options under a tier are equally available to an applicant

On height limits, staff has shown the limits as directed by the Council for WCFs located along the arterial network. Staff has also proposed specific, and lower, limits for WCFs proposed on rooftops in the various zoning categories. These correspond to the building height limits allowed in the zoning code.

Regarding the base stations, staff has shown the allowance for attached equipment on utility poles but only when undergrounding is infeasible.

Staff has also shown a requirement for improving equipment to meet the requirements of the code when an upgrade is proposed.

Staff notes that code language to effect all these changes will be needed in a number of places in the WCF code. Based on the Council direction, staff will prepare such language for review and consideration at the March 21st continued hearing session.

Siting Hierarchy

Tier (1)

Concealed WCF that is:

- Attached to an existing support structure in a Principal arterial right-of-way
- Attached to a high-voltage electrical transmission tower
- Collocated with an existing WCF
- Located within public parks, public open spaces, or on other publicly owned land

Canister-style WCF that is:

- Located in a Principal arterial right-of-way
- Located within public parks, public open spaces, or on other publicly owned land

Tier (2)

Concealed WCF that is:

- Attached to an existing support structure in a Minor arterial right-of-way
- Located on the roof of a multi-story building in the Town Center A or B zone
- Located on the roof of any building in the Commercial Business or Office zone
- Located on the roof of any building in the R12 or R18 zone

Canister-style WCF that is:

- Located in a Minor arterial right-of-way

Tier (3)

Concealed WCF that is:

- Attached to an existing support structure in a Collector arterial right-of-way
- Located on the roof of any building in the Neighborhood Business zone
- Located in a residentially zoned area on a parcel not used for residential purposes

Canister-style WCF that is:

- Located in a Collector arterial right-of-way
- Located in a residentially zoned area on a parcel not used for residential purposes

Tier (4)

Concealed WCF that is:

- Attached to a new support structure within an arterial right-of-way

Tier (5)

Concealed WCF not meeting any of the options in Tiers 1 through 4, when no reasonable alternative exists

Height Standards

Height limits for WCFs located in non-zoned rights-of-way are 40 feet above the height of the existing support structure, or as allowed in an approved CUP, up to a maximum of:

- 120 feet for structures in Principal arterial rights-of-way
- 80 feet for structures in Minor or Collector arterial rights-of-way
- Increases of more than 40 feet must demonstrate the increase is the minimum necessary for the effective functioning of the provider's network

Height limits for WCFs located in zoned areas are:

- Commercial Business, Office: 80 feet
- Town Center A and B: 80 feet
- Residential (R12 – R18): 60 feet
- Neighborhood Business: 40 feet
- Residential (R1 – R8): 40 feet

Base station hierarchy

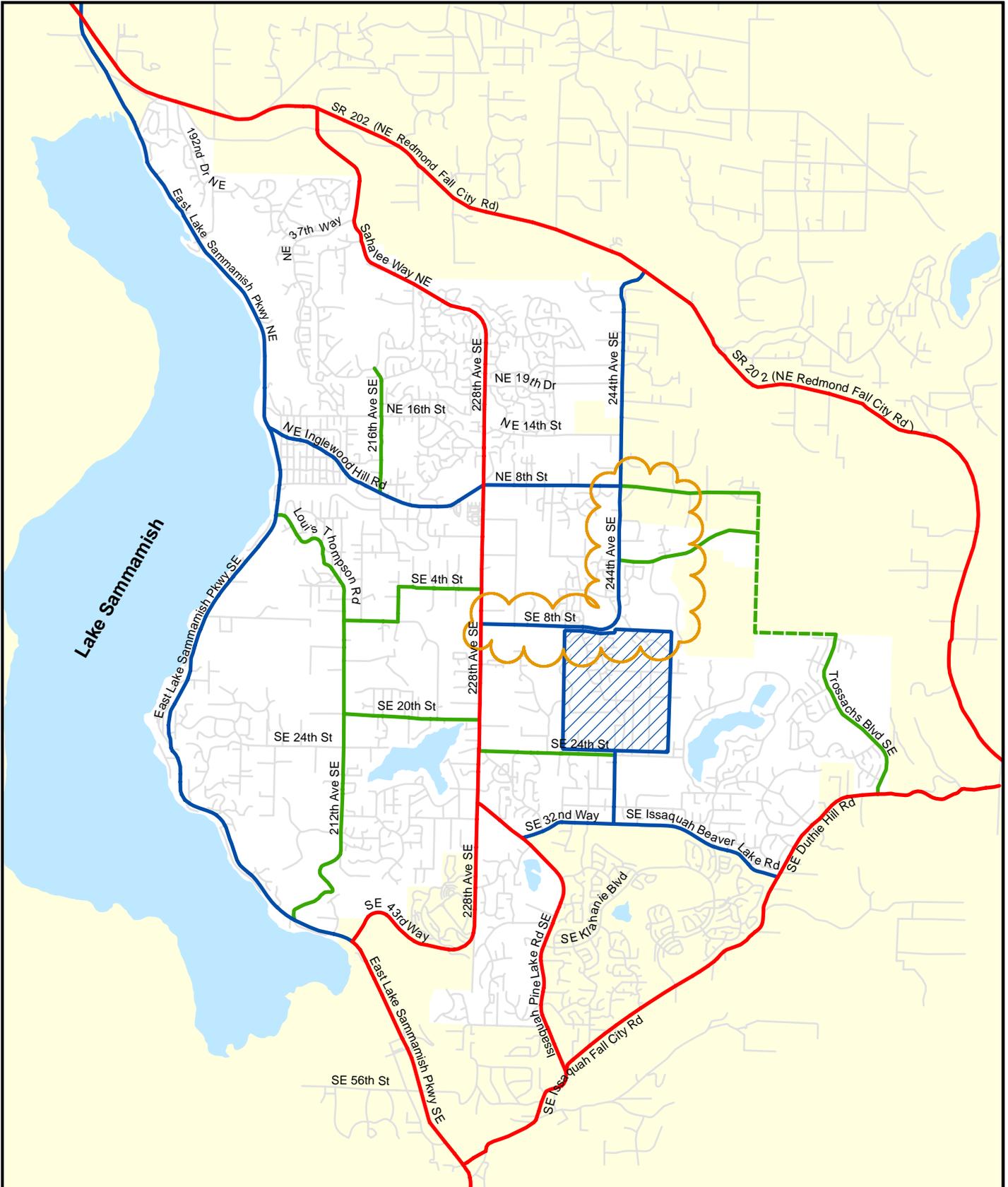
Base stations shall adhere to the siting hierarchy of this section. Where a lower ranking alternative is proposed, the applicant must demonstrate that a higher ranking option is not technically feasible.

Hierarchy:

1. Completely underground within city rights-of-way
2. Attached to the support structure when located within city rights-of-way and screened or landscaped, consistent with requirements of this chapter
3. Placed within or on the roof of an existing building, provided the building is not used for single-family residential purposes
4. On adjacent property and concealed, consistent with requirements of this chapter

Design standards

WCFs shall be improved at the time of an upgrade to meet the requirements of this chapter.



- Legend**
-  Principal Arterial
 -  Minor Arterial
 -  Collector
 -  Future Collector

 Alignment to be selected within this corridor

Recommended Roadway Functional Classifications

September 2005



SOURCES: King County GIS, 2002 and City of Sammamish, 2002.
 DISCLAIMER: This map is derived from various data sources. While care has been taken to insure the accuracy of the information shown on this page the City of Sammamish assumes no responsibility or liability for any errors or omissions in this information. This map is provided, "as-is".

Figure V-15



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 23, 2011

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 type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Code Blocks #3 - amendments to the Sammamish Municipal Code

Action Required: First Reading, Public Hearing

Exhibits:

1. Planning Commission Recommendation Memorandum
2. Proposed Ordinance with Attachments A and B

Budget: N/A

Summary Statement:

The Planning Commission has reviewed and recommended the adoption of several minor code amendments to Title 21A of the Sammamish Municipal Code. In particular, the Planning Commission recommends that the City authorize some "Professional Office" uses in the R-12 and R-18 zones, and recommends that the City Council **not** prohibit roosters within the City.

Background:

The amendments associated with the "Code Blocks – Round #3" consisted of two proposals: A) to authorize limited Professional Office uses in the R-12 and R-18 zones, and B) to prohibit roosters within the City of Sammamish.

The Planning Commission and staff held a public meeting on December 2, 2010 and a public hearing on December 16, 2010. No public input was received on the proposed Professional Office allowance. The Planning Commission received public input from several private property owners in opposing the proposed prohibition on roosters within the City.

On December 16, 2010 the Planning Commission recommended that the City Council adopt the draft Ordinance with Attachments A and B, as amended.

Financial Impact: N/A

Recommended Motions: First Reading – Public Hearing



Planning Commission

801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.wa.us

To: City Council

January 24, 2011

From: Joe Lipinsky, Chair

RE: Recommendation on Code Blocks – Round #3

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the proposed Code Blocks – Round #3 code amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and a public hearing process.

The amendments associated with the "Code Blocks – Round #3" consisted of two proposals: A) to authorize limited Professional Office uses in the R-12 and R-18 zones, and B) to prohibit roosters within the City of Sammamish.

The Planning Commission **recommends that the City Council adopt** the proposed authorization of limited Professional Office uses in the R-12 and R-18 zones.

The Planning Commission **recommends that the City Council does not adopt** the proposed prohibition on roosters within the City of Sammamish, but does recommend that the City Council adopt minor amendments to this chapter for clarification.

The Planning Commission and staff held a public meeting on December 2, 2010 and a public hearing on December 16, 2010. No public input was received on the proposed Professional Office allowance. The Planning Commission received public input from several private property owners in opposing the proposed prohibition on roosters within the City.

The Planning Commission considered a number of aspects of related to allowing the Professional Office use in the R-12 and R-18 zones, including, but not limited to:

1. Geographical location (the Inglewood and Pine Lake Community Centers),
2. Floor area of the use,
3. Hours of operation,
4. The number of professional office uses in a given building, and,
5. The number of professional office uses on a floor.

The Planning Commission considered the possible impacts of roosters on adjacent property owners. Staff indicated that the proposed amendment was in response to previous complaints received by the City, however the Planning Commission ultimately determined that there was not sufficient justification for prohibiting roosters.

Thank you for your consideration of our recommendations. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kgurol@ci.sammamish.wa.us.

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

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 21A.20 TO AUTHORIZE PROFESSIONAL OFFICE USES IN THE R-12 AND R-18 ZONES AND AMENDING CHAPTER 21A.65 TO CLARIFY EXISTING STANDARDS GOVERNING ANIMALS IN THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City Council finds it in the interest of the City of Sammamish to correct and clarify regulations; and

WHEREAS, the City Council finds that providing additional limited flexibility in the location of businesses in the City of Sammamish within an identified community center is appropriate; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed regulations was issued on January 27, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on December 8, 2010 and was granted expedited review on January 6, 2011; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities at public meetings and hearings before the Planning Commission and City Council between December 2010 and March of 2011; and

WHEREAS, the Planning Commission held a public meeting on December 2, 2010 and a public hearing on December 16, 2010 and forwarded recommended amendments to the development regulations to the City Council on February 7, 2011; and

WHEREAS, the City Council considered the proposed amendments to the Sammamish Municipal Code at a City Council public hearing on March 1, 2011; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Professional Office use amendments. The Professional Office code amendment as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Adoption of the Animal Regulations – Small Animals amendments. The Animal Regulation code amendment as set forth in Attachment "B" to this ordinance is hereby adopted.

Section 3. Interpretation. The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the Council.

Section 4. 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 5. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE XX DAY OF MARCH 2011.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 2

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 23, 2011
Public Hearing: March 1, 2011
First Reading: March 1, 2011
Public Hearing:
Second Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

- 1 SMC 21A.15.910 - Professional Office (*Existing definition, no change*)
2 SMC 21A.20.060 - Government/Business services Land Uses (*Modified to allow*
3 *Professional Office use in R-12 & R-18*)
4
5
6
7
8

9 "Plain Text" is existing code language

10 "~~Strikethrough Text~~" is existing language that will be deleted

11 "Underline Text" is code language that will be added

12

21A.15.910 Professional office.

"Professional office" means an office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific, or other academic discipline as opposed to manual skills, and that does not involve outside storage or fabrication, or on-site sale or transfer of commodities, including only the following SIC Major Group and Industry Nos.:

- (1) 64 – Insurance agents, brokers and service;
- (2) 653 – Real estate agents and directors;
- (3) 7291 – Income tax return preparation services;
- (4) 81 – Legal services;
- (5) 871 – Engineering, architectural and surveying services;
- (6) 872 – Accounting, auditing and bookkeeping services; and
- (7) 874 – Management and public relations services.

21A.20.060 Government/business services land uses.

A. Table of Government/Business Service Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

SIC#	SPECIFIC LAND USE	R-1 – R-8	R-12 – R-18	NB	CB	O
...						
	BUSINESS SERVICES:					
*	Professional office		P28	P	P	P
...						

B. Development Conditions.

...

28. The professional office use and improvements shall be subject to the following limitations:

- a. Only allowed within the Inglewood and Pine Lake Community Centers as designated by the Sammamish Comprehensive Plan,
- b. The total floor area associated with the use shall not exceed 3,000 square feet,
- c. The hours that the business is open to the public shall limited to between 8:00 AM and 6:00 PM,
- d. The number of individual professional office spaces shall not exceed three (3) per building, and,
- e. The individual professional office spaces shall be located on the ground floor of the building in which they are located.

1 SMC 21A.65.020 Animal regulations – Small animals. (*Modification for clarity*)

2

3

4

5

6

7 “Plain Text” is existing code language

8 “~~Strikethrough Text~~” is existing language that will be deleted

9 “Underline Text” is code language that will be added

10

11

12

13

1 **21A.65.020 Animal regulations – Small animals.**

2 The raising, keeping, breeding, or fee boarding of small animals is subject to Chapter 11.04 KCC
3 as adopted by Chapter 11.05 SMC, Animal Control, and the following requirements:

4
5 (1) Small animals that are kept indoors as household pets in aquariums, terrariums, cages
6 or similar containers shall not be limited in number, except as may be provided in KCC Title 11
7 as adopted by Chapter 11.05 SMC. ~~Other small animals excluding cats kept indoors as~~
8 ~~household pets shall be limited to five, of which not more than three may be unaltered cats or~~
9 ~~dogs. Cats kept indoors shall not be limited in numbers.~~

10
11 (2) Other small animals kept indoors as household pets shall be limited to five, of which not
12 more than three may be unaltered cats or dogs. Other small animals kept outside, including
13 adult cats and dogs, shall be limited to three per household on lots of less than 20,000 square
14 feet, five per household on lots of 20,000 to 35,000 square feet, with an additional two per acre
15 of site area over 35,000 square feet up to a maximum of 20, unless more are allowed as an
16 accessory use pursuant to subsection (5) of this section; provided, that all unaltered animals
17 kept outdoors must be kept on a leash or in a confined area, except as authorized for a hobby
18 kennel or cattery or commercial kennel or cattery pursuant to Chapter 11.04 KCC as adopted by
19 Chapter 11.05 SMC.

20
21 (3) Excluding kennels and catteries, the total number of unaltered adult cats and/or dogs
22 per household shall not exceed three.

23
24 (4) Animals considered to be household pets shall be treated as other small animals
25 pursuant to subsection (5) of this section when they are kept for commercial breeding,
26 boarding or training.

27
28 (5) Small animals and household pets kept as an accessory use outside the dwelling shall be
29 raised, kept or bred only as an accessory use on the premises of the owner, or in a kennel or
30 cattery approved through the conditional use permit process, subject to the following
31 limitations:

32 (a) Birds shall be kept in an aviary or loft that meets the following standards:

33 (i) The aviary or loft shall provide one-half square foot for each parakeet, canary or
34 similarly sized bird, one square foot for each pigeon, small parrot or similarly sized bird,
35 and two square feet for each large parrot, macaw or similarly sized bird.

36 (ii) Aviaries or lofts shall not exceed 2,000 square feet.

37 (iii) The aviary is set back at least 10 feet from any property line, and 20 feet from
38 any dwelling unit.

39 (b) Small animals other than birds shall be kept according to the following standards:

40 (i) The minimum site area shall be one-half acre if more than three small animals
41 are being kept.

42 (ii) All animals shall be confined within a building, pen, aviary or similar structure.

1 (iii) Any covered structure used to house or contain such animals shall maintain a
2 distance of not less than 10 feet to any property line, except structures used to house
3 mink and fox shall be a distance of not less than 150 feet.

4 (iv) Poultry, chicken, squab, and rabbits are limited to a maximum of one animal per
5 one square foot of structure used to house such animals, up to a maximum of 2,000
6 square feet.

7 (v) Hamsters, ~~nutrias~~ and chinchillas are limited to a maximum of one animal per
8 square foot of structure used to house such animals, up to a maximum of 2,000 square
9 feet.

10 (vi) Mink and fox are permitted only on sites having a minimum area of five acres.

11 (vii) Beekeeping is limited as follows:

12 (A) Beehives are limited to 50 on sites less than five acres;

13 (B) The number of beehives shall not be limited on sites of five acres or
14 greater;

15 (C) Colonies shall be maintained in movable-frame hives at all times;

16 (D) Adequate space shall be provided in each hive to prevent overcrowding
17 and swarming;

18 (E) Colonies shall be requeened following any swarming or aggressive
19 behavior;

20 (F) All colonies shall be registered with the King County extension agent prior
21 to April 1st of each year on a state registration form acceptable to the county;
22 and

23 (G) Abandoned colonies, diseased bees, or bees living in trees, buildings, or
24 any other space except in movable-frame hives shall constitute a public
25 nuisance, and shall be abated as set forth in Chapter 21A.115 SMC, Enforcement.
26



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 23, 2011

Originating Department: Community Development

Clearances:

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

Subject: Electric Vehicle Infrastructure Public Hearing and First Reading of the ordinance

Action Required: This is the first reading of the ordinance with a scheduled public hearing.

Exhibits: A. Ordinance amending the Sammamish Municipal Code with Attachment A (Code Corrections Title 21A).

Budget: N/A

Summary Statement: The proposed ordinance would allow electric vehicle charging stations in all zones and the Town Center. Battery exchange stations are allowed in the commercial zones, but not in the Town Center.

Background:

The Washington State Legislature adopted legislation (HB 1491) in May 2009 which directed the Washington State Department of Commerce to develop model municipal code for the siting and installation of electric vehicle infrastructure for use by local governments like Sammamish. By July 1, 2011, all jurisdictions within one mile of I-90 or SR 202 must have adopted local codes consistent with the model ordinance.

The model ordinance was completed by the Department of Commerce and Puget Sound Regional Council in August, 2010. The attached proposed code amendments are consistent with the state model ordinance and would amend the SMC to:

- Add definitions for the various aspects of the electric vehicle infrastructure
- Amend the Permitted Uses tables in SMC 21A.20 and SMC 21B.20 to make allowances for the installation of charging stations and battery exchange stations as a primary or accessory use
- Allow private and public property owners to decide whether and where they wish to install electric vehicle charging stations.
- Allow property owners to decide limitations to be placed on use of the stalls, hours of operation of the charging stations, and whether or not to assess fees for charging.



City Council Agenda Bill

The Planning Commission completed four public meetings (including public hearings and deliberations) on December 2 and 16, 2010 and January 6 and 20, 2011. No public testimony or comments were received. The following are key aspects of the Planning Commission recommendations:

- The Commission did not recommend that electric vehicle charging stations be required in parking lots or that electric vehicle charging station stalls be required to be limited to electric vehicles.
- Given that no jurisdiction has much direct experience, the Planning Commission recommended the code allow property owners discretion to set hours for use and other similar standards.
- Finally, Sammamish should explore potential incentives to encourage property owners to install electric vehicle charging stations on their property.

Financial Impact: N/A

Recommended Motion: First reading and public hearing. No action required.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2011 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING ELECTRICAL VEHICLE INFRASTRUCTURE REGULATIONS AND AMENDING CHAPTERS 20.15, 21B.20, 21A.15, 21A.20 and 21A.40 OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, during the 2009 session the Washington State Legislature passed House Bill 1481 (HB 1481), an Act relating to electric vehicles. The Bill addressed electric vehicle infrastructure including the structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations, and

WHEREAS, The purpose of HB 1481 is to encourage the transition to electric vehicle use and to expedite the establishment of a convenient and cost-effective electric vehicle infrastructure that such a transition necessitates. The Legislature agreed that the development of a convenient infrastructure to recharge electric vehicles is essential to increase consumer acceptance of these vehicles. The State's success in encouraging this transition will serve as an economic stimulus to the creation of short-term and long-term jobs as the entire automobile industry and its associated direct and indirect jobs transform over time from combustion to electric vehicles, and

WHEREAS, Greenhouse gas emissions related to transportation constitute more than fifty percent of all greenhouse gas emissions in the State of Washington, and

WHEREAS, The use of electricity from the Northwest as a transportation fuel instead of petroleum fuels results in significant reductions in the emissions of pollutants, including greenhouse gases, and reduces the reliance of the state on imported sources of energy for transportation; and

WHEREAS, With the potential emerging market for plug-in electric vehicles, new industry standards have been adopted to ensure universal compatibility between vehicle manufacturers. Broad-based installation of new universally compatible charging stations is

intended to ensure that plug-in electric vehicles will be a viable alternative to gasoline-powered vehicles

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed Electric Vehicle Infrastructure code amendments were issued on December 9, 2010; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on December 2, 2010 and was granted expedited review on December 16, 2010; and

WHEREAS, the Planning Commission held public meetings on December 2, 2010 and January 20, 2011, and public hearings on December 16, 2010 and January 6, 2011 and forwarded a recommendation to the City Council on February 8, 2011; and

WHEREAS, the City Council considered the proposed Electrical Vehicle Infrastructure code amendments (Exhibit A), at a City Council public hearing on March 1, 2011, and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

SECTION 1. The proposed amendments to Title 20, 21A and 21B are adopted as set forth in Exhibit A to this Ordinance

SECTION 2. 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 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF MARCH 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: February 24, 2011
Public Hearing: March 1, 2011
First Reading: March 1, 2011
Public Hearing:
Second Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Electric Vehicle Infrastructure draft code elements

20.15.040 Categorical exemptions and threshold determinations.

(1) The City of Sammamish adopts the standards and procedures specified in WAC 197-11-300 through 197-11-390 and 197-11-800 through 197-11-890 for determining categorical exemptions and making threshold determinations subject to the following:

(a) The following exempt threshold levels are hereby established pursuant to WAC 197-11-800(1)(c) for the exemptions in WAC 197-11-800(1)(b):

- (i) The construction or location of any residential structures of up to 20 dwelling units;
- (ii) The construction of an office, school, commercial, recreational, service, or storage building with up to 12,000 square feet of gross floor area, and with associated parking facilities designed for up to 40 automobiles;
- (iii) The construction of a parking lot designed for up to 40 automobiles;
- (iv) Any fill or excavation of up to 500 cubic yards throughout the total lifetime of the fill or excavation.

(b) The determination of whether a proposal is categorically exempt shall be made by the department.

(c) The construction of an individual battery charging station or an individual battery exchange station.

(2) The mitigated DNS provision of WAC 197-11-350 shall be enforced as follows:

(a) If the department issues a mitigated DNS, conditions requiring compliance with the mitigation measures that were specified in the application and environmental checklist shall be deemed conditions of any decision or recommendation of approval of the action.

(b) If at any time the proposed mitigation measures are withdrawn or substantially changed, the responsible official shall review the threshold determination and, if necessary, may withdraw the mitigated DNS and issue a DS. (Ord. O2009-251 § 1; Ord. O2003-132 § 9)

21A.15. Definitions.

1. **21A.15.009. Accessible Electric Vehicle Charging Station.** An electric vehicle charging station where the battery charging station equipment is located within accessible reach of the barrier free access aisle (minimum 36 inch width) and the electric vehicle.
2. **21A.15.087. Battery Charging Station.** An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed applicable state and federal standards.
3. **21A.15.088. Battery Electric Vehicle (BEV).** Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicles batteries, and produces zero tailpipe emissions or pollution when stationary or operating (see Electric Vehicles).
4. **21A.15.089. Battery Exchange Station.** A fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds applicable state and federal standards.
5. **21A.15.183. Charging Levels.** Means the standardized indicators of electrical force or voltage, at which an electric vehicle's battery is recharged. Levels 1, 2, and 3 are the most common EV charging levels, and include the following specifications. A. Level 1 is considered slow charging. B. Level 2 is considered medium charging. C. Level 3 is considered fast or rapid charging.
6. **21A.15.287. Designated Accessible Space.** A WAC 51-50-005 required accessible parking space designated for the exclusive use of parking vehicles with a State Disabled Parking Permit.
7. **21A.15.283. Electric scooters and motorcycles.** Any 2 or 3 wheeled vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero emissions or pollution when stationary or operating.
8. **21A.15.284. Electric Vehicle.** Any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purposes. Electric vehicle includes (but is not limited to): (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle; (3) a neighborhood electric vehicle; and (4) a medium-speed electric vehicle.
9. **21A.15.285. Electric Vehicle Charging Station.** A public or private parking space located together with battery charging station equipment that has as its purpose the transfer of electric energy (by conductive or inductive means) to a battery or other storage device in an electric vehicle.
10. **21A.15.286. Electric Vehicle Charging Station-Restricted** means an electrical charging station that is 1) Privately owned and restricted access (e.g, single family, assigned parking, etc) or 2) publicly owned and restricted (fleet parking with no access to the public).
11. **21A.15.287. Electric Vehicle Charging Station-Public** means an electrical charging station that is 1)publicly owned and publicly available (e.g., Park and Ride lots, city hall parking other public lots) or privately owned and publicly available (e.g. shopping centers, apartment complexes, parking garages, etc.).
12. **21A.15.288. Electric Vehicle Infrastructure.** Structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, and battery exchange stations.
13. **21A.15.289. Electric Vehicle Parking space.** Any marked parking space (public or private) that identifies the use to be for an electric vehicle.

14. **21A.15.742. Medium Speed Electric Vehicle.** A self-propelled , electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 2 miles per hour , but not more than 35 miles per hour and other wise meets or exceeds the federal regulations set for in 49 C.R.R. Part 571.500.
15. **21A.15.795 794. Naturalized species.**“Naturalized species” means non-native species of vegetation that are adaptable to the climatic conditions of the coastal region of the Pacific Northwest.
16. **21A.15.796 795. Naturally occurring ponds.** See “Ponds, naturally occurring.” (Ord. O2005-193 § 2)
17. **21A15.796. Neighborhood Electric Vehicle.** A self-propelled, electrically powered four wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour and conforms to federal regulations Title 49 C.F.R. Part 571500.
18. **21.15.798. Non Electric Vehicle.** Any motor vehicle that does not meet the definition of “electric vehicle.”
19. **21A.15.897-896. Plant factor.** Plant factor means a factor when multiplied by reverence evapotranspiration estimates the amount of water used by plants. (Ord 02003-132)
20. **21A.15.897 Plug in hybrid electric vehicle (PHEV).** An electric vehicle that 1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; 2) charges its battery by connecting to the grid or other off –board electric source; 3) may additionally be able to sustain battery charge using an on-board internal- combustion –driven generator; and 4) has the ability to travel short distances powered entirely by electricity.
21. **21A.15.947. Rapid charging Station.** An industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels and that meets or exceeds applicable state and federal standards.

21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

		ZONE	RESIDENTIAL			
			Urban Residential		Neighborhood Business	Community Business
SIC#	SPECIFIC LAND USE	R-1 – R-8	R-12 – R-18	NB	CB	O
	DWELLING UNITS, TYPES:					
*	Single detached	P C9	P C9			
*	Townhouse	P10	P	P2	P2	P2

*	Apartment	P3	P	P2	P2	P2
*	Mobile home park	C6	P			
	GROUP RESIDENCES:					
*	Community residential facility-I	C	P	P2	P2	P2
*	Community residential facility-II			P2	P2	P2
*	Dormitory	C4	P			
*	Senior citizen assisted housing		P	P2	P2	P2
	ACCESSORY USES:					
*	Residential accessory uses	P5	P5	P5	P5	P5
*	Home occupation	P	P	P	P	P
*	Home industry	C				
*	<u>EV Charging Station 11, 12.</u>	<u>P13</u>	<u>P13</u>	<u>P</u>	<u>P</u>	<u>P</u>
*	<u>Rapid Charging Station 14</u>	<u>P15</u>	<u>P15</u>	<u>P</u>	<u>P</u>	<u>P</u>
7011	Hotel/motel ⁽¹⁾				P	P
*	Bed and breakfast guesthouse	P7	P7	P7	P8	
7041	Organization hotel/lodging houses					

B. Development Conditions.

1. Except bed and breakfast guesthouses.
2. Only as part of a mixed use development subject to the conditions of Chapter 21A.30 SMC, except that in the NB zone on properties with a land use designation of commercial outside of center (CO) in the urban areas, stand-alone townhouse developments are permitted subject to the provisions of SMC 21A.25.040, 21A.30.020, 21A.30.040 and 21A.30.140.
3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.
4. Only as an accessory to a school, college/university, or church.
5. a. Accessory dwelling units:
 - (1) Only one accessory dwelling per primary single detached dwelling unit;
 - (2) Only in the same building as the primary dwelling unit when the lot is less

than 10,000 square feet in area or when there is more than one primary dwelling on a lot;

(3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;

(a) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;

(b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;

(c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;

(d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;

(4) One additional off-street parking space shall be provided;

(5) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and

(6) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.

b. One single or twin engine, noncommercial aircraft shall be permitted only on lots that abut, or have a legal access that is not a City right-of-way, to a waterbody or landing field, provided:

(1) No aircraft sales, service, repair, charter, or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

6. Mobile home parks shall not be permitted in the R-1 zones.

7. Only as an accessory to the permanent residence of the operator, provided:

a. Serving meals to paying guests shall be limited to breakfast; and

b. The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the Uniform Building Code as adopted by the City of Sammamish for R-1 occupancies may accommodate up to 10 persons per night.

8. Only when part of a mixed use development.

9. Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(5) of this section.

10. Only when done in accordance with the low impact development standards in SMC 21A.30.020 and Chapter 21A.85 SMC. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

11. Level 1 and Level 2 charging only.

12. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

13. Allowed only as an accessory to a primary permitted use or permitted conditional use.

14. The term "Rapid" is used interchangeably with Level 3 and Fast Charging.

15. Only as an “electric vehicle charging station-restricted”.

21A.20.050 General services land uses.

A. Table of General Services Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

SIC#	SPECIFIC LAND USE	ZONE	RESIDENTIAL				Office
			Urban Residential		Neighborhood Business	Community Business	
			R-1 – R-8	R-12 – R-18	NB	CB	O
	PERSONAL SERVICES:						
72	General personal service				P	P	P3
7216	Drycleaning plants						
7261	Funeral home/crematory	C4	C4			P	
*	Cemetery, columbarium or mausoleum	P20 C5	P20 C5	P20	P20	P20	P20
*	Daycare I	P6	P	P	P	P	P7
*	Daycare II	P8 C	P8 C	P	P	P	P7
074	Veterinary clinic				P9	P9	
753	Automotive repair(1)				P10	P	
754	Automotive service				P10	P	
76	Miscellaneous repair					P	
*	<u>Battery Exchange Station</u>				<u>P10</u>	<u>P10</u>	
866	Churches, synagogue, temple	P11 C	P11 C	P	P	P	P
83	Social services(2)	P11 C12	P11 C12	P12	P	P	P

*	Stable	P13 C				
*	Kennel or cattery				C	
*	Theater production services				P24	
*	Artist studios	P22	P22	P	P	P23
*	Interim recycling facility	P17	P17	P18	P18	
	HEALTH SERVICES:					
801 – 04	Office/outpatient clinic	P11 C12	P11 C12	P	P	P
805	Nursing and personal care facilities		C		P	
806	Hospital	C12	C12		P	C
807	Medical/dental lab				P	P
808 – 09	Miscellaneous health				P	P
	EDUCATION SERVICES:					
*	Elementary school	P	P			
*	Middle/junior high school	P	P			
*	Secondary or high school		P21			
*	Vocational school	P12 C	P12 C		C	P14
*	Specialized instruction school	P15 C16	P15 C16	P	P	P14
*	School district support facility	P19 C	P19 C	C	P	P

B. Development Conditions.

1. Except SIC Industry No. 7534, Tire retreading, see manufacturing permitted use table.
2. Except SIC Industry Group Nos.:
 - a. 835 – Daycare services; and
 - b. 836 – Residential care, which is otherwise provided for on the residential permitted

land use table.

3. Limited to SIC Industry Group and Industry Nos.:
 - a. 723 – Beauty shops;
 - b. 724 – Barber shops;
 - c. 725 – Shoe repair shops and shoeshine parlors;
 - d. 7212 – Garment pressing and agents for laundries and drycleaners;
 - e. 217 – Carpet and upholstery cleaning.
4. Only as an accessory to a cemetery.
5. Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
6. Only as an accessory to residential use, provided:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates, and have a minimum height of six feet; and
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones.
7. Permitted as an accessory use, see commercial/industrial accessory, SMC 21A.20.060 (A).
8. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC, or an accessory use to a school, church, park, sport club or public housing administered by a public agency, provided:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates and have a minimum height of six feet;
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - c. Direct access to a developed arterial street shall be required in any residential zone; and
 - d. Hours of operation may be restricted to assure compatibility with surrounding development.
9.
 - a. No burning of refuse or dead animals is allowed;
 - b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
 - c. The provisions of Chapter 21A.65 SMC relative to animal keeping are met.
10. The repair work, **battery exchange station work**, or service shall only be performed in an enclosed building, and no outdoor storage of materials. SIC Industry No. 7532, Top, body, and upholstery repair shops and paint shops, is not allowed.
11. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC.
12. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.
13. Covered riding arenas are subject to the provisions of Chapter 21A.65 SMC and shall not exceed 20,000 square feet; provided, that stabling areas, whether attached or detached, shall not be counted in this calculation.
14. All instruction must be within an enclosed structure.
15. Only as an accessory to residential use, provided:
 - a. Students are limited to 12 per one-hour session;
 - b. All instruction must be within an enclosed structure; and

c. Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

16. Subject to the following:

a. Structures used for the school and accessory uses shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;

b. On lots over two and one-half acres:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,000 square feet and is located in the same structure as the school; and

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be both compatible with and incidental to the principal use; and

c. On sites over 10 acres, and zoned R-1, and/or R-4:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,750 square feet and is located in the same structure as the school;

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be functionally related, subordinate, compatible with and incidental to the principal use;

(4) The use is integrated with allowable agricultural uses on the site;

(5) Advertised special events shall comply with the temporary use requirements of this chapter; and

(6) Existing structures that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their use otherwise complies with the standards set forth in development condition (B)(16)(c) of this section and the requirements of this title.

17. Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

18. With the exception of drop box facilities for the collection and temporary storage of recyclable materials, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted.

19. Only when adjacent to an existing or proposed school.

20. Limited to columbariums accessory to a church; provided, that required landscaping and parking are not reduced.

21. a. New high schools shall be permitted in urban residential zones subject to the review process set forth in Chapter 21A.100 SMC; and

b. Renovation, expansion, modernization, or reconstruction of a school, or the addition of relocatable facilities, is permitted.

22. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC or as a joint use of an existing public school facility.

23. All studio use must be within an enclosed structure.

24. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public

libraries or churches which conduct religious or educational classes for minors. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

21A.20.060 Government/business services land uses.

A. Table of Government/Business Service Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

SIC#	SPECIFIC LAND USE	ZONE	RESIDENTIAL				Office
			Urban Residential		Neighborhood Business	Community Business	
			R-1 – R-8	R-12 – R-18	NB	CB	O
	GOVERNMENT SERVICES:						
*	Public agency or utility yard(25)		C25	C25	P	P	P
*	Satellite public agency or utility yard		P26 C	P26 C	P	P	P
*	Public agency or utility office		P2, P27 C	P2, P27 C	P	P	P
*	Public agency archives		P27	P27			P
921	Court		P27	P27	P3	P3	P
9221	Police facility		P27	P27	P5	P	P
9224	Fire facility		C4	C4	P	P	P
*	Utility facility		P22 C21	P22 C21	P	P	P
*	Commuter parking lot		C P14	C P14	P	P	P
*	Private storm water management facility		P6	P6	P6	P6	P6
*	Vactor waste receiving facility		P13	P13	P23	P23	P23
*	Farmers' market		P26, P27	P26, P27	P	P	P

	BUSINESS SERVICES:					
*	Construction and trade					P7
*	Individual transportation and taxi				P18	P8
421	Trucking and courier service				P9	P10
*	Self-service storage		C11		P	P
473	Freight and cargo service					P
472	Passenger transportation service				P	P
48	Communication offices					P
482	Telegraph and other communications				P	P
*	General business service			P	P	P
*	Professional office			P	P	P
7312	Outdoor advertising service					P12
735	Miscellaneous equipment rental				P12	P12
751	Automotive rental and leasing				P	
752	Automotive parking			P15	P15	P15
*	Off-street required parking lot	P24	P24	P24	P24	P24
7941	Professional sport teams/promoters					P
873	Research, development and testing					P1
	ACCESSORY USES:					
*	Commercial/industrial accessory uses			P16	P16	P
*	Helistop	C17	C17	C17	C17	C17
*	<u>EV Charging Station 28,29.</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
*	<u>Rapid Charging Station 29,30</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

B. Development Conditions.

1. Except SIC Industry No. 8732, Commercial economic, sociological, and educational research, see general business service/office.

2. a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 21A.70 SMC; or
 - b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.
3. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.
4. a. All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - b. Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street;
 - c. No outdoor storage.
5. Limited to “storefront” police offices. Such offices shall not have:
 - a. Holding cells;
 - b. Suspect interview rooms (except in the NB zone); or
 - c. Long-term storage of stolen properties.
6. Private storm water management facilities serving development proposals located on commercial zoned lands shall also be located on commercial lands, unless participating in an approved shared facility drainage plan. Such facilities serving development within an area designated “urban” in the King County comprehensive plan shall only be located in the urban area.
7. No outdoor storage of materials.
8. Limited to office uses.
9. Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
10. Limited to SIC Industry No. 4215, Courier services, except by air.
11. Accessory to an apartment development of at least 12 units, provided:
 - a. The gross floor area in self-service storage shall not exceed the total gross floor area of the apartment dwellings on the site;
 - b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
 - c. The use of the facility shall be limited to dead storage of household goods;
 - d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
 - e. No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
 - f. No residential occupancy of the storage units;
 - g. No business activity other than the rental of storage units; and
 - h. A resident director shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.
12. No outdoor storage.
13. Only as an accessory use to a public agency or utility yard, or to a transfer station.
14. Limited to new commuter parking lots designed for 30 or fewer parking spaces or commuter parking lots located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting; provided, that the new or existing lot is adjacent to a designated arterial that has been improved to a standard acceptable to the department of transportation.
15. No tow-in lots for damaged, abandoned or otherwise impounded vehicles.

16. Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.

17. Limited to emergency medical evacuation sites in conjunction with police, fire or health service facilities.

18. Limited to private road ambulance services with no outside storage of vehicles.

19. Limited to two acres or less.

20. a. Utility yards only on sites with utility district offices; or

b. Public agency yards are limited to material storage for road maintenance facilities.

21. Limited to bulk gas storage tanks which pipe to individual residences but excluding liquefied natural gas storage tanks.

22. Excluding bulk gas storage tanks.

23. Vector waste treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered structures), as well as enclosed buildings.

24. Provided:

a. Off-street required parking for a land use located in the urban area must be located in the urban area;

b. Off-street required parking for a land use located in the rural area must be located in the rural area; and

c. Off-street required parking must be located on a lot which would permit, either outright or through a land use permit approval process, the land use the off-street parking will serve.

25. Prior to issuing the notice of decision, the applicant shall hold a second neighborhood meeting consistent with the provisions of SMC 20.05.035.

26. Accessory to an existing publicly owned and improved site, limited to parks and schools.

27. Accessory to an existing publicly owned and improved site, containing a school, City Hall, or civic center.

28. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

29. Allowed only as accessory to a primary permitted use or permitted conditional use.

30. The term "Rapid" is used interchangeably with Level 3 and Fast Charging.

(Ord. O2010-279 § 1 (Att. A); Ord. O2005-170 § 1; Ord. O2003-132 § 11)

21A.40.065. Electric Vehicle Parking Stations-Provisions for.

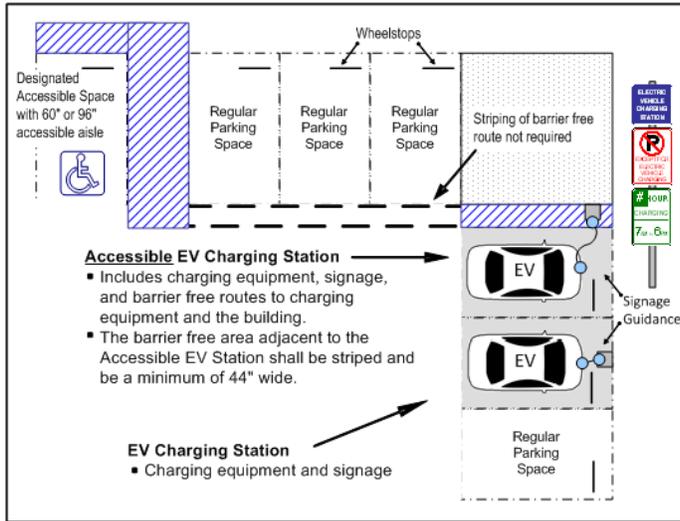
(1) Where electric vehicle charging stations are provided in parking lots or parking garages, accessible electric vehicle charging stations shall be provided as follows:

A. Accessible electric vehicle charging stations shall be provided in the ratios shown on the following table.

<i>Number of EV Charging Stations</i>	<i>Minimum Accessible EV Charging Stations</i>
<i>1-50</i>	<i>1</i>
<i>51-100</i>	<i>2</i>
<i>101-150</i>	<i>3</i>
<i>151-200</i>	<i>4</i>
<i>201-250</i>	<i>5</i>
<i>251-300</i>	<i>6</i>

B. Accessible electric vehicle charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier-free accessible route of travel. It is not necessary to designate the accessible electric vehicle charging station exclusively for the use of disabled persons. Below are two options for providing for accessible electric vehicle charging stations.

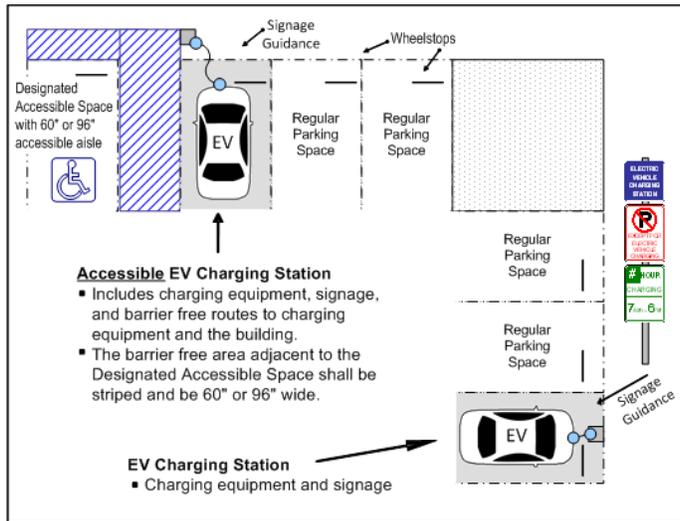
OFF-STREET ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION - OPTION 1



Puget Sound area parking garage.

Photo by ECOTality North America.

OFF-STREET ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION - OPTION 2



Fashion Island Shopping Mall, Newport Beach, CA.

Photo by LightMoves.

21A.40.125. Electric Vehicle Charging Spaces.

For all parking lots or garages the following shall apply.

1. There are no minimum number of charging station spaces required
2. If electric vehicle charging stations are provided a minimum of one (1) accessible electric vehicle charging station should be located adjacent to any required designated accessible parking space.

- The electric vehicle charging space does not have to be designated as an accessible parking space.
3. Electric vehicle charging stations may be reserved for parking and charging electric vehicles only. The property owner may set hours and conditions of use on the spaces and the charging stations.
 4. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
 5. When a sign provides notice that a space is a designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. Any non-electric vehicle is subject to fine or removal.
 6. Any electric vehicle parked in any designated electric vehicle charging station space parked beyond the days and hours designated on regulatory signs posted at or near the space, shall be subject to a fine and/or removal. For purposes of this subsection, “charging” means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.
 7. The owner of the property may charge a fee for charging any electric vehicle.

Signage and public on street parking allowances.

Under SMC 14.01.010. The Director of Public Works may adopt new standards for Electric Vehicle signage and street parking placement administratively. Currently there is no on street parking on the major arterials and therefore those standards are not necessary. Below is the current language in the Sammamish Municipal Code referenced below (bold and italics for emphasis).

14.01.010 Public works standards adopted.

- (1) The City hereby adopts by reference the design standards and specifications set forth in the document entitled “City of Sammamish Interim Public Works Standards” dated April 19, 2000, as now or hereafter amended as the development standards for the City, which includes but is not limited to transportation standards and street standards.
- (2) *The Director of Public Works is hereby authorized to administratively amend the standards to better implement the standards or allow for changes in street design and construction technology and methods.*

21B.20.040

Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

U – Permitted Use as part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

TC-A sub-zones

SIC#	SPECIFIC LAND USE	A1	A2	A3	A4	A5	TC-B	TC-C	TC-D	TC-E
	DWELLING UNITS, TYPES:									
*	Single detached	X	X	X	X	X	P ²	P	X	P
*	Duplex	X	X	X	X	X	P ²	P	X	X
*	Townhouse	U ¹	U ¹	U ¹	U ¹	U ¹	P	P	P	X
*	Apartment	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	P	X
*	Cottage housing	X	X	X	X	X	P ²	P	P	X
*	Mobile home park	X	X	X	X	X	X	X	X	X
	GROUP RESIDENCES:									
*	Community residential facility-I	U ¹	U ¹	U ¹	U ¹	U ¹	P	P	C	P
*	Community residential facility-II	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	C	X
*	Dormitory	X	U ^{1,3}	U ^{1,3}	X	X	P ³	X	C	X
*	Senior citizen assisted housing	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	C	X
	ACCESSORY USES:									
*	Residential accessory uses ⁴	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	X	P
*	Home occupation	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	X	P
*	Home industry	P	P	P	P	X	C	C	X	C

TC-A sub-zones

SIC#	SPECIFIC LAND USE	A1	A2	A3	A4	A5	TC-B	TC-C	TC-D	TC-E
	<u>Electric Vehicle Charging Station 8, 9, 14</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P 10</u>	<u>P 10</u>	<u>P</u>	<u>P 10</u>
	<u>Rapid Charging Station 11, 14</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P 12</u>	<u>P 12</u>	<u>P 13</u>	<u>P 12</u>
*	TEMPORARY LODGING:									
7011	Hotel/motel/condotel ^{(1) (7)}	U	U	U	U	U	U ⁵	X	X	X
*	Bed and breakfast guesthouse ⁽⁷⁾	U ⁶	P ⁶	X	X	X				

B. Development Conditions.

1. Except for lobbies or other similar entrances, the use is prohibited within thirty (30) feet of the sidewalk on the ground floor of designated pedestrian-oriented streets or corridors.
2. Provided that single detached or cottage dwelling units account for no more than fifteen percent of the total dwelling units on the development site.
3. Only as an accessory to a school, college/university, or church.
4. Accessory dwelling units:
 - a. Only one accessory dwelling per primary single detached dwelling unit;
 - b. The primary dwelling unit or the accessory dwelling unit shall be owner occupied;
 - i. One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;
 - ii. When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;
 - iii. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;
 - iv. Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;
 - c. One additional off-street parking space shall be provided;
 - d. The accessory dwelling unit shall be converted to another permitted use or shall be

removed if one of the dwelling units ceases to be owner occupied; and

- e. An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.
5. Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved Unified Zone Development Plan.
6. Only as an accessory to the permanent residence of the operator, provided:
 - a. Serving meals to paying guests shall be limited to breakfast; and
 - b. The number of persons accommodated per night shall not exceed ten.
7. The commercial square footage allocation established pursuant to SMC 21B.25.030(B)(6) shall apply to these uses..

8. Level 1 and Level 2 charging only.

9. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

10. Allowed only as accessory to a primary permitted use or permitted conditional use.

11. The term “Rapid” is used interchangeably with Level 3 and Fast Charging

12. Only as an “electric vehicle charging station-restricted”.

13. Only as an “electric vehicle charging station-public.”

14. For definitions see SMC 21A.15-Defintions and 21A.40 for parking requirements.



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 23, 2011

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: Resolution authorizing removal of the SE 32nd Street Barricade

Action Required: Approve Resolution Authorizing the Removal of the SE 32nd Street Barricade after traffic mitigation project has been completed

Exhibits: 1. Resolution

Budget: It is proposed that all costs associated with the traffic mitigation project will be funded from the following 2011 funding programs:

340-115-595-30-63-00 Intersection Improvements	Approved Budget:	\$150,000
340-117-595-30-63-00 Neighborhood Projects	Approved Budget:	\$100,000
340-118-595-61-63-00 Sidewalk Program	Approved Budget:	\$250,000

Summary Statement:

Staff recommends the City Council approve removal of the barricade after the proposed Neighborhood Traffic Management Improvements have been installed in order to mitigate for the shifts in traffic patterns and to reduce speeds along the entire route.

Based on the traffic and safety data collected and as applied to the accepted evaluation criteria, there is not a technical reason for the SE 32nd Street barricade to remain in place.

Background:

In the summer of 2009, Sammamish City Council asked city staff to develop a process to evaluate existing barricades and future connectivity (both for vehicular and non-motorized traffic) within the City of Sammamish. City staff reviewed a proposed public involvement process for this work with the City Council in June 2009. The process was designed to be flexible, open and include public input.

To kick start the public process, the City conducted a bus tour to review existing barricades and provide residents an opportunity to share their unique concerns with Council Members as well as staff. This bus tour occurred on July 28, 2009. The SE 32nd Street barricade was one of the stops along that initial tour.



City Council Agenda Bill

Following the bus tour, the City held a debrief meeting on July 30, 2009 that was videotaped and aired for some time on channel 21.

The first citywide outreach occurred on October 22, 2009 and October 28, 2009. The same meeting was held on two different nights to provide flexibility for residents who wanted to attend. The purpose of the meetings was to help develop and evaluate criteria to be applied to specific barricades as the process progressed. Approximately 70 residents attended each night. As participants entered the meeting room they were provided an agenda that had a pre-assigned number. This directed residents to a random table with the intent of providing everyone the opportunity to hear diverse viewpoints - some of which are influenced by the individual's geographic location within the city.

Each table ended up with approximately 10 residents and was provided a staff facilitator. The assignment given to each table was to prepare a list of criteria that City Council should use when reviewing whether specific barricades should be removed or remain in place. It was requested that the criteria be specific and measurable. Each table then listed their criteria on large easels.

There were very similar themes from each group. Based the information heard at these meetings, staff developed a proposed list of criteria for evaluating existing barricades citywide.

Staff presented a recommended list of criteria to the City Council on March 15, 2010. Based on the discussion at that Study Session, staff refined the criteria and shared the revised criteria with City Council at the June 14, 2010 City Council Study Session. From there the list was finalized (in no particular order) as follows:

- Safety as it relates to Vehicular Traffic (including speed and volume of traffic)
- Safety as it relates to Non-Motorized Traffic (including school walking routes)
- Roadway geometry (topography, vertical/horizontal curves, etc.)
- Existing roadway amenities/standards
- Neighborhood character
- Environmental impacts (vehicle miles traveled, air and water pollution, etc.)
- Cost of potential mitigation projects.

On September 23, 2010, the City's Public Works Department held an open house regarding the SE 32nd Street barricade to solicit feedback, concerns, opinions, and criteria prioritization from the neighborhood. Approximately 56 citizens attended. Forecast traffic volumes, existing roadway amenities along with a graphical collision history were available for viewing.

Attendees were asked to share their thoughts and concerns verbally with staff, as well as provide written comments on a provided form (please see the public comments section of the attachments to read the actual comments received by staff).

The Sept 23 open house section in the attachments includes the map on which residents self-identified where they live as well a copy of the board attendees placed dots on to help staff prioritize the various criteria.



City Council Agenda Bill

A second Open House regarding the SE 32nd Street Barricade was held on Tuesday, November 30, 2010. Based on the feedback from the September 23 meeting, staff gathered additional data, made corrections on the maps and organized the criteria list in the prioritized order. Staff prepared a table listing the criteria in order of neighborhood priority, along with a summary of public comments received/heard that relates to the specific criteria. The table is provided in the attachments in the November 30 meeting section. The table also included a column that describes whether mitigation may be required to address the identified concerns based on staff findings. The last column gave a rough estimate of costs associated with the potential mitigation.

Staff reviewed the updated maps, criteria list and data with meeting attendees and asked for additional comments and feedback from residents.

The summary of the meetings, comments received from the public and recommended improvements were presented to the City Council during a study session on January 11, 2011.

Financial Impact:

The cost estimate for the proposed mitigation is \$250,000. It is proposed that the expenditures will be split between the following programs:

Intersection Improvements	340-115-595-30-63-00	\$ 50,000
Neighborhood Projects	340-117-595-30-63-00	\$ 75,000
Sidewalk Program	340-118-595-61-63-00	\$125,000
Total		\$250,000

Recommended Motion:

Approve Resolution authorizing the Removal of the SE 32nd Street Barricade after an appropriate traffic mitigation project has been completed.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING THE REMOVAL OF THE
SE 32ND STREET BARRICADE**

WHEREAS, there are multiple locations in the City of Sammamish where barricades remain in the public right of way; and

WHEREAS, in 2009 the City initiated a process to evaluate existing barricades within City right of way; and

WHEREAS, general criteria were developed for evaluating the various barricades in a consistent manner; and

WHEREAS, in June 2010, the SE 32nd Street barricade was selected as the first location to be evaluated against the criteria; and

WHEREAS, two separate open house meetings were conducted to solicit feedback and data from the citizens who live near the SE 32nd Street barricade; and

WHEREAS, staff has determined that, based on the established criteria, the impacts from removing the barricade can be mitigated.

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

Section 1. Authorization to remove the SE 32nd Street Barricade: The City of Sammamish Director of Public Works is hereby authorized to have the SE 32nd Street Barricade removed following the implementation of an appropriate traffic mitigation project approved by the City Manager.

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A CITY COUNCIL MEETING
THEREOF ON THE ___ DAY OF MARCH 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: February 24, 2011

Passed by the City Council: _____, 2011

Resolution No.: R2011-___



City Council Agenda Bill

Meeting Date: March 1, 2011

Date Submitted: February 23, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract for the Community and Aquatic Center Feasibility Study

Action Required: Authorize the City Manager to execute a contract with BRS for \$114,909.00 for the Community and Aquatic Center Feasibility Study and authorize an additional amount (total authorization not-to-exceed \$125,000) for additional services if needed.

Exhibits:

1. Contract
2. Scope of Work

Budget: 2011-12 Budget - \$6.3 Million, approximately \$200,000 allocated for the feasibility study.

Summary Statement:

This is a contract with Barker Rinker Seacat (BRS) Architecture to provide a feasibility study for the Community and Aquatic Center.

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

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

At the conclusion of the interviews the firms were discussed and ranked and BRS Architecture was identified as the top firm. The recommendation was based on the firm's overall experience and knowledge of recreation and aquatic facility design; experience with marketing assessments and feasibility studies; quality of the presentation and the presentation materials (both written and visual); their response to the interview questions (scripted questions and impromptu questions); and the overall

fit for the Sammamish community including their high energy approach and their ability to engage an audience.

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

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

The City's Model Master Plan Process will be utilized to seek input from the public regarding the feasibility study.

Background:

The City is currently embarking on the first phase of the Community and Aquatic Center project: the Feasibility Study. This first phase is critical to helping formulate a concept for "what" type of facility the community wants, the marketability of such a facility, and the associated costs – construction costs and operating costs – for such a facility. This information will inform future discussions related to the funding mechanism for the facility and potential partnerships.

The Feasibility Study is a multifaceted facility approach and includes the following components:

- **Public Process:** Our public meetings and public outreach strategies provide an opportunity to engage the community in discussions related to prioritizing the components of a future facility. Four public meetings are currently scheduled between March and June. In addition, staff are working to identify other opportunities to connect with the public including: webinars, announcements in PTA newsletters, meetings with community groups, press releases, additional surveys etc.

Focus groups may be used during the latter part of the feasibility study to "test" the concepts that are developed, but are not included in this contract. If this method is utilized a qualified facilitator will be selected to facilitate the focus group(s). A trained facilitator is necessary to preserve the integrity of the process to ensure we obtain valid and accurate results. As a reminder, focus group participants are randomly selected, which provides

statistically valid feedback that more accurately reflects the broader desires of the Sammamish community.

- **Market Analysis:** One of the most important aspects of the feasibility study is the market analysis. The consultants will analyze the service area, including Sammamish and surrounding areas, to better understand the recreation market – what programs, services and facilities currently exist, both public and private? What does the market indicate we need more of? What programs and services should not be duplicated? What could we offer that would complement the existing market? What is the appropriate price point for programs and services to achieve our cost recovery goals? Answers to these questions will help us develop a financial operating model and concept plan for a future facility.
- **Facility Concepts:** As the market analysis and the public process coalesce, a unique vision for a Sammamish facility will start to develop. The vision will be explored during the public process using concept drawings and 3D imagery. Space planning, orientation of rooms, location of the amenities, and the overall flow of the facility will be studied. The consultants will develop three facility concepts during the feasibility process with the goal of working towards developing a preferred concept plan for Sammamish.
- **Site Analysis:** The consultants will prepare a “test fit” for each of the concept drawings on the potential sites identified by the Council. A list of potential sites has been developed and is currently being discussed in City Council Executive Session. Council members are working to narrow the list of potential sites to three by April 1.
- **Cost Analysis:** The cost of construction and operations will be discussed throughout the feasibility study to aid in decision making and prioritization of programming and facility concepts. The final feasibility report will include a summary of anticipated construction costs and operating costs. In addition, the price for services and a fee strategy will be included.
- **Final Report:** A final report will be presented to City Council in July and will summarize all of the work and analysis done during the feasibility study. We will also have a final concept plan, including programming recommendations and information about construction and operating costs. The final report will serve as a road map as we begin to consider future phases of this project – funding, potential partnerships, design and eventually construction.

The meeting schedule (subject to change) is provided below:

- **March 1:** City Council Approves Selection of Consultant/Award of Contract
- **March 8:** Joint Meeting with City Council and Parks Commission

- **March 9:** 1st Public Meeting – Hopes, Dreams and Fears Discussion
- **April 11:** 2nd Public Meeting
- **May 9:** 3rd Public Meeting
- **May 10:** Presentation to City Council
- **June 13:** 4th Public Meeting
- **June 14:** Joint Meeting with City Council and Parks Commission
- **July 12:** Final Feasibility Presentation to City Council

Summary of Subconsultants:

As with most major capital projects, our prime consultant, BRS, has assembled a team of subconsultants to assist them in developing the feasibility study. For reference, a list of the subconsultants and a description of their role in this project is provided below:

1. **Barker Rinker Seacat Architecture (BRS):** Prime Consultant
2. **Ballard * King (B*K):** Community recreation marketing specialists. They will facilitate development of the business plan, the marketing analysis, balancing the programming, and preparing a fee structure and cost-recovery objectives for the proposed facility.
3. **Water Technology (WTI):** Aquatics specialists that will assist in concept development and cost analysis for the aquatics component. Perhaps the most important subconsultant due to the complex nature of aquatic design and programming.
4. **Site Workshop (Site):** Landscape architectural firm that has a fairly minor role in the feasibility study, but will assist with elements of the site analysis and layout.
5. **Dowl HKM (Dowl):** Civil engineers that will be engaged as needed to support development of the concept drawings and the site analysis and layout.
6. **Glumac:** Energy consultants that will assist in maximizing opportunities for energy efficiency related to development of the facility concepts and the site layouts. This is preliminary work that will provide a foundation for design and construction of a future facility to meet LEED standards.
7. **Architectural Cost Consultants (ACC):** These are architects that specialize in cost-estimating. Their role is limited to supporting the prime architects in developing construction cost estimates that accurately reflect the current market. With projects of this size, it is fairly common to employ a third-party specialist to provide assistance with construction cost estimating.

One final note as it relates to the site selection and site analysis. Based on the sites that will be short-listed, additional tools such as traffic studies or a geotechnical analysis (soils) etc. may be required to help narrow down the selection of the final site. These studies are not included in this contract, but this information may be necessary to reach an informed decision as well as an accurate estimate of costs associated with the development of the site.

Future Phases – Consultant Selection:

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

Financial Impact:

The requested authorization amount is \$125,000, which includes a contract with BRS in the amount of \$114,909. The remaining authorized amount (\$10,091) will cover additional services (if needed) for the feasibility study.

A total of \$6.3 million is allocated in the 2011-12 budget for this project of which \$200,000 was anticipated to fund the feasibility study.

Recommended Motion:

Authorize the City Manager to execute a contract with BRS for \$114,909.00 for the Community and Aquatic Center Feasibility Study and authorize an additional amount (total authorization not-to-exceed \$125,000) for additional services if needed.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Barker Rinker Seacat Architecture

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$114,909.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2012, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

Exhibit 1

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

Exhibit 1

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Barker Rinker Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, Colorado 80216
Phone: 303-455-1366

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

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

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

BARKER RINKER SEACAT ARCHITECTURE
CONSULTANT

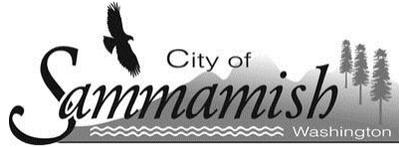
By: *C. Bouck*
CRAIG BOUCK

Title: PRESIDENT & CEO

Date: 2-23-2011

Approved As To Form:

City Attorney



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

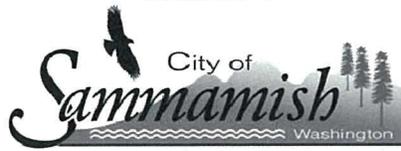
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 84-0689076

Social Security No.: _____

Print Name: Craig Bouck

Title: President -

Business Name: Barker Rinker Seacat Architecture

Business Address: 3457 Ringsby Court, Unit 200, Denver Co 80216

Business Phone: 303-455-1366

2-23-2011
Date

Authorized Signature (Required)



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

Revised: February 21, 2011

Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
Meeting 2	Day 1- City Council Meeting/ Park Commission Meeting 1 - "Hopes, Dreams and Fears" <ul style="list-style-type: none"> "Hopes, dreams and fears" <ul style="list-style-type: none"> Introduce Team and discuss planning process and schedule Present Power Point slide show of program and aquatics options Listen to Council and Commission direction and establish priorities Review preliminary site analysis diagrams and review criteria for up to 3 sites Review Market Analysis Review Aquatics Options and solicit direction Next steps 		4	4				
		8						
Meeting 3	Day 2- Community Meeting 1 - "Hopes, Dreams and Fears" <ul style="list-style-type: none"> "Hopes, dreams and fears" <ul style="list-style-type: none"> Similar agenda to Meeting 1 Prepare meeting minutes 	16						
		2						
Phase Cost: \$9,418								
1.1	3 weeks	Work Period 1 - Market Analysis / Preliminary Site Analysis / Preliminary Program & Budget						
	<ul style="list-style-type: none"> Draft Mission and Goals Statement Prepare preliminary Market Analysis Prepare Preliminary Program Options and SF Cost Model Budget (Card Game) Prepare site analysis diagrams based on Owner provided site data for up to 3 sites Update site plan alternatives exploring: <ul style="list-style-type: none"> <i>Vehicular and pedestrian circulation</i> <i>Environmental criteria (sun, light, topography, drainage...)</i> <i>Parking</i> <i>Utilities, service access, maintenance issues</i> Draft Site Alternatives Budget Comparison Matrix to compare all site alternatives using provide materials Prepare draft presentation for City Council / Community Meetings 	2	24					
		8	2					
		2			3	4		
		1			1	2		
		4	2					
Phase Cost: \$7,334								



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

Revised: February 21, 2011

Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
2.0	1 1/2 days, April 11-12 Workshop 2- Market Analysis / Stakeholder Meetings / Site Tours/ Community Meeting 1	•	•	•				
Meeting 4	Day 1 - Team Meeting with City Staff/ Steering Committee <ul style="list-style-type: none"> Introduce team and discuss conceptual design / feasibility study process <ul style="list-style-type: none"> Review project goals Review desired facilities and confirm project budget Play the "Program Card Game" Review alternate site challenges Update on Market Analysis process Review Draft Community Meeting 2 Presentation Review Draft Webinar Presentation Meet with Planning and Public Works Staff 	4	4					
Meetings 5,6,7,8	Day 1 & Day 2 - Stakeholder Meetings (If Needed) <ul style="list-style-type: none"> Conduct four (4) stakeholder meetings 	4	4					
Meeting 9	Day 1 - Community Meeting 2 - Program "Card Game" and Site Discussion <ul style="list-style-type: none"> Present findings from Community Meeting 1 Present Power Point slide show of program and aquatics options Play program "Card Game" with all attendees Review game results and discuss priorities Review preliminary site analysis diagrams and review criteria for up to 3 sites Review Market Analysis and Survey Process Next steps <p>Deliverables:</p> <ul style="list-style-type: none"> Mission and Goals Statement Draft Market Analysis Program Card Game Site Analysis Diagrams and alternate budget matrix Copies of materials in webinar format Meeting Minutes 	8	4					
	Phase Cost: \$4,986	2						



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

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Activity	Scope Description	Team Involvement (Hours)					
		BRS	B*K	WTI	Site	Dowl	Glumac
2.1	3 weeks	Work Period 2 - Market Analysis / Preliminary Site Analysis / Preliminary Program & Budget					
	<ul style="list-style-type: none"> Prepare draft community center program <ul style="list-style-type: none"> Prepare community center plan relationships diagrams for test fit to alternative sites. Prepare a Project Budget Model for each alternative to include: <ul style="list-style-type: none"> Program based construction budgets and phasing options Suggested fixture, furniture and equipment budgets Site & utility improvement / restoration / demolition budgets Fees and development budgets Contingencies Prepare draft presentation for City Council / Community Meetings 	6		3			
		6		11			
		4					
	Phase Cost: \$3,982						
3.0	2 days, May 9-10	Workshop 3 - Preliminary Site Analysis / Community Meeting 3					
	Meeting 10	Day 1 - Team Meeting with City Staff/ Steering Committee					
		16		15			
	Meeting 11	Day 1 - Community Meeting 3 - Findings, Program and Site Options					
	Meeting 12	Day 2 - City Council and Park Commission Meeting 2 - Findings, Program and Site Options					
		16					



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

Revised: February 21, 2011

Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
	<p>Deliverables:</p> <ul style="list-style-type: none"> Preliminary Market Analysis Preliminary Program Options and SF Cost Model Budget Site Analysis Diagrams Site Alternatives Budget Comparison Matrix Site Plans for each potential site Meeting Minutes <p style="text-align: right;">Phase Cost: \$7,068</p>	2						
3.1	4 weeks	Work Period 3 - Concept Site and Building Plan Alternatives						
	<ul style="list-style-type: none"> Revise preliminary program options and selected site plan based on: <ul style="list-style-type: none"> City Staff workshops Stakeholder Meetings Community Meetings City Council-Park Commission Meetings Prepare at least two floor plan diagrams for the Community Center exploring: <ul style="list-style-type: none"> Program relationships and adjacencies for each floor Internal circulation, efficiencies, mechanical and support spaces Opportunities for phasing and future expansion Update Project Budget Model Prepare Preliminary Operational Feasibility Analysis on each conceptual floor plan alternatives Prepare presentation for City Council and Community Meetings <p style="text-align: right;">Phase Cost: \$9,985</p>	8						
		10		10	2	2	4	
		6					6	
		6	16					
		6	3					
4.0	2 days, June 13-14	Workshop 4 - Concept Site and Building Plan and Operation Alternatives						
	<p>Meeting 13</p> <p>Team Meeting with City Staff/ Steering Committee</p> <ul style="list-style-type: none"> Review Preliminary Program Options based on all input to date Review potential Partnership Opportunities Review potential Funding Alternatives Review Floor Plan diagrams for the Community Center. Discuss options for Aquatic Elements Review revised Site Plan Review Project Budget Models Discuss impact of plan alternatives to Preliminary Operational Feasibility Analysis Collect input on building plan, aquatics elements and site alternative for further refinement Review agenda and presentation for City Council and Community Meetings 	15						
			16					
			16					



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

Revised: February 21, 2011

Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
Meeting 14	Community Meeting 4 (Evening Meeting) <ul style="list-style-type: none"> Review Preliminary Program Options based on all input to date Discuss options for Aquatic elements Review Community Center plan relationship diagrams and revised site plan Review Floor Plan diagrams for the Community Center. Review Project Budget Models and Phasing Options Discuss impact of plan alternatives to Preliminary Operational Feasibility Analysis Recommend preferred building and pool plan for further refinement Next Steps 	15	3					
Meeting 15	City Council-Park Commission Meeting 3 <ul style="list-style-type: none"> Review Preliminary Program Options based on all input to date Discuss options for Aquatic elements Review Community Center plan relationship diagrams and revised site plan Review Floor Plan diagrams for the Community Center. Review Project Budget Models and Phasing Options Discuss impact of plan alternatives to Preliminary Operational Feasibility Analysis Select preferred building and pool plan for further refinement Next Steps Deliverables: <ul style="list-style-type: none"> Program Options & Relationship Diagrams Floor Plan Alternatives Revised Site Plan Aquatics Options Project Budget Model Matrix City Council / Community Meeting presentations Meeting Minutes 	8	3					
Phase Cost: \$11,705		2						



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

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Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
4.1	4 weeks	Work Period 4 - Concept Development / Detailed Project Budget / Operational Proforma Analysis						
	<ul style="list-style-type: none"> Refine recommended building and site plan Update Project Budget Models for preferred building and site option Update all work products base on input received in Workshops and Community Meetings 	8			3	6	8	
		4			1	4		6
		12	8					
	<ul style="list-style-type: none"> Refine preferred aquatic elements Prepare two approaches to exterior elevations and sectional possibilities with three dimensional computer model to include: <ul style="list-style-type: none"> Massing and roof characteristics Building sections showing interiors of key spaces and vertical relationships Window fenestration Exterior materials Prepare detailed Operational Proforma Analysis for recommended plan to include but not limited to: <ul style="list-style-type: none"> Attendance Estimate, Fee Structure, Sources of Income, Operating Cost Projections, Revenue Generation Projections, Revenue / Expenditure Comparison and Project Recommendations / Profitability of Components / Partnership Participation / Funding Options 			10				
		16						
			80					
	Phase Cost: \$21,342							
5.0	1 day, July 12	Workshop 5 - Draft Concept Design Presentation						
	Meeting 16	Team Meeting with City Staff/ Steering Committee						
		28	3	8				
	Meeting 17	City Council Meeting 4						
			4					



Community and Aquatic Center Feasibility Study

EXHIBIT A - Scope of Services

Work Plan

December 14, 2010

Revised: February 21, 2011

Activity	Scope Description	Team Involvement (Hours)						
		BRS	B*K	WTI	Site	Dowl	Glumac	ACC
Feasibility Study Cost:		\$92,141						
Reimbursable Expenses:		\$22,768						
Total:		\$114,909						

Notes

- 1 Topographic Survey, if required, to be provided to Design Team by Owner. Survey work can be provided as an additional service.
- 2 Soils report to be provided to Design Team based on criteria and boring locations as necessary for the engineering of the Project.
- 3 Environmental and hazardous materials studies to be provided to Design Team .
- 4 Traffic Study, if required, to be provided to Design Team by Owner. Traffic Study can be provided as an additional service.
- 5 Rezoning and planning approvals for the selected site can be provided as an additional service.
- 6 Project to be designed using a 3D modeling program. Detailed renderings and animations can be provided as an additional service.
- 7 LEED certification, daylighting analysis and energy modeling is excluded.
- 8 Final deliverables will be in electronic format
- 9 Hardcopy printing of final report and meeting materials can be provided as a reimbursable expense
- 10 A 10% administrative fee will be added to reimbursable expenses
- 11 All Washington State business and occupation taxes are included

Legend

BRS = Barker Rinker Seacat, Lead Consultants
 B*K = Ballard * King, Business Plan
 WTI = Water Technology, Aquatics
 Site = Site Workshop, Landscape Design
 Dowl = Dowl HKM, Civil Engineer
 Glumac = Glumac, Energy Model
 ACC = Architectural Cost Consultants