



City Council, Regular Meeting

AGENDA Revised

January 17, 2012

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Public Comment

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

Consent Agenda

- Payroll for the period ending December 31, 2011 for pay date January 5, 2012 in the amount of \$233,822.07
- 1. Approval: Claims for period ending January 17, 2012 in the amount of \$1,356,643.31 for Check No. 31140 through No. 31281
- 2. Resolution: Final Plat Gramercy Park
- 3. Resolution: Final Acceptance SE 20th St. Project/Premium Construction
- 4. Resolution: Final Acceptance 2011 Pavement Patching/Northwest Asphalt
- 5. Contract: Inglewood Hill Non-Motorized Project Design/Blueline Group
- 6. Contract: NE 8th St & 233rd Roundabout/Jacobs
- 7. Approval: Audit Stormwater Fee Payments/Temporary Employee
- 8. Approval: Minutes from December 6, 2011 Regular Meeting
- 9. Approval: Minutes from December 13, 2011 Study Session/Special Meeting
- 10. Approval: Minutes from January 3, 2012 Regular Meeting

Public Hearings

11. Ordinance: First Reading: An Ordinance Of The City Of Sammamish, Washington, Relating To Siting Of Wireless Communication Facilities; Updating And Amending Certain Provisions Of Chapter 21A.55 SMC To Conform To And Clarify Amendments Made Pursuant To Ordinance No. O2011-298; Clarifying Height Limits On New And Replacement Antenna

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.

Support Structures And Antennas; Repealing SMC 21A.15.245 (Consolidation); Amending SMC Sections 21A.15.040, 21A.15.050, 21A.15.080 & 21A.15.090; Providing For Severability; And, Establishing An Effective Date

12. Ordinance Second Reading: Ordinance Of The City Of Sammamish, Washington, Extending A Moratorium On The Establishment Of Collective Gardens; Defining "Collective Gardens;" And Establishing An Effective Date.

Unfinished Business - None

New Business – None

Executive Session

Executive session pursuant to RCW 42.30.110 (1)(g) discuss the qualifications of Commission Candidates and pursuant to RCW 42.30.110 (1)(b) potential property acquisition.

13. Resolution: A Resolution Of The City Of Sammamish Washington Appointing Seven Regular Members To The Sammamish Arts Commission
14. Resolution: A Resolution Of The City Of Sammamish Washington Appointing Four Members To The Parks And Recreation Commission
15. Resolution: A Resolution Of The City Of Sammamish Washington Appointing Two Members To The Sammamish Planning Commission
16. Resolution: a Resolution Of The City Of Sammamish City Council Appointing Members To The Beaver Lake Management District Advisory Board

Council Reports

City Manager Report

Adjournment

AGENDA CALENDAR

Jan. 2012			
Mon. 1/16	6:30 pm	Holiday	Martin Luther King Day
Tues 1/17	6:30 pm	Special Meeting	<p>Skyline Athletes Recognition (Football, Girls Soccer, Girls Swim)</p> <p>Executive session to discuss the qualifications of Commission Candidates</p> <p>Resolution: Appointing Members: Planning, Arts, Parks & Recreation Commissions and BLMD Board</p> <p>Public Hearing Ordinance: First Reading: Wireless Facilities Code Amendments</p> <p>Public Hearing: Ordinance Second Reading Collective Gardens</p> <p>Resolution: Final Plat Gramercy Park</p> <p>Resolution: Final Acceptance SE 20th St. Project/Premium Construction (consent)</p> <p>Resolution: Final Acceptance 2011 Pavement Patching/Northwest Asphalt (consent)</p> <p>Contract: Inglewood Hill Non-Motorized Project Design/Blueline Group (consent)</p> <p>Contract: NE 8th St & 233rd Roundabout/Jacobs(consent)</p> <p>Approval: Audit Stormwater Fee Payments/Temporary Employee (consent)</p>
Jan 26-28		Retreat	Tentative
Feb. 2012			
Tues. 2/7	6:30 pm	Regular	<p>Ordinance Second Reading: Wireless Facilities Code Amendments</p> <p>Resolution: Final Acceptance Chipseal Project/Doolittle</p> <p>Resolution: Final Acceptance 2011 Overlay Project/Lakeside</p> <p>Resolution: Final Acceptance ELSP Phase 1b/SCI</p> <p>Contract: ECA Code Update/TBA</p>
Tues. 2/14	6:30 pm	Study Session	<p>Discussion: Pharmaceutical Disposal</p> <p>Discussion: Solicitor Ordinance</p> <p>Connectivity Update (including SE 32nd Street Traffic Data Results)</p> <p>Transportation Level of Service</p> <p>Discussion: Connectivity – Next Steps</p>
Mon 2/6	6:00 pm		Economic Development Self Assessment Tool
Mon. 2/20	6:30 pm	Regular Meeting	
Mar. 2012			
Tues. 3/6	6:30 pm	Regular	<p>Ordinance: First Reading Repealing SMC Chapter 8.05</p> <p>Ordinance: First Reading Solicitor Licensing</p>
Tues. 3/13	6:30 pm	Joint Meeting/Parks Commission	<p>Review: Parks, Recreation and Open Space Plan</p> <p>Discussion Tobacco Free Parks Policy</p> <p>Discussion: SE 8th Street Master Plan – Site Alternative</p> <p>Discussion: Metropolitan Parks Districts – Parks Funding</p> <p>Presentation: Draft 2012-18 Parks Capital Improvement Plan</p>
Mon. 3/19	6:30 pm	Regular Meeting	<p>Ordinance: Second Reading Solicitor Licensing</p> <p>Ordinance: Second Reading Repealing SMC Chapter 8.05 (consent)</p>
Apr. 2012			
Tues. 4/3	6:30 pm	Regular	

Tues. 4/10	6:30 pm	Study Session	228th Operational Analysis Stormwater Mitigation/Improvements
Mon. 4/16	6:30 pm	Regular Meeting	
May 2012			
Tues. 5/1	6:30 pm	Regular	
Tues. 5/8	6:30 pm	Joint Meeting/Planning Commission	Discussion: Police Services Environmentally Critical Areas
Mon. 5/14	6:30 pm	Regular Meeting	
June 2012			
Tues. 6/5	6:30 pm	Regular	
Tues. 6/12	6:30 pm	Study Session	Discussion: Fire Service Options
Mon. 6/18	6:30 pm	Regular Meeting	
July 2012			
Tues. 7/3	6:30 pm	Regular	
Tues. 7/10	6:30 pm	Study Session	Dicussion: Sister City
Mon. 7/16	6:30 pm	Regular Meeting	
Sept 2012			
Tues. 9/4	6:30 pm	Regular	
Tues. 9/11	6:30 pm	Study Session	State Legislator Session
Mon. 9/17	6:30 pm	Regular Meeting	
Oct. 2012			
Tues. 10/2	6:30 pm	Regular	
Tues. 10/9	6:30 pm	Study Session	
Mon. 10/15	6:30 pm	Regular Meeting	
Nov. 2012			
Tues. 11/6	6:30 pm	Regular	
Tues. 11/13	6:30 pm	Study Session	
Mon. 11/19	6:30 pm	Regular Meeting	
Dec. 2012			
Tues. 12/4	6:30 pm	Regular	
Tues. 12/11	6:30 pm	Study Session	
Tues. 12/17	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Tree Retention		Emergency Plan	Joint Meeting/LWSD Joint Meeting/ISD Joint Meeting/Redmond Joint Meeting/Issaquah

<< December

January 2012

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 8 a.m. New Years City offices closed	3 6:30 p.m. City Council Meeting	4 6:30 p.m. Parks and Recreation Commission Meeting	5	6	7
8	9	10 6:30 p.m. City Council Study Session	11 6:30 p.m. SE 8th Street Park Master Plan - Public Meeting #1 - Hopes, Dreams & Fears	12 6:30 p.m. Community Garden Steering Committee Meeting	13	14
15	16 8 a.m. Martin Luther King's Birthday City offices closed	17 5:30 p.m. City Manager Council Office Hour 6:30 p.m. City Council Special Meeting	18 6 p.m. Sammamish Youth Board Meeting	19 4 p.m. Eagle Scout Project Meeting 6:30 p.m. Planning Commission Meeting	20	21
22	23 5:30 p.m. Meet and Greet with the Arts Commission 7 p.m. Arts Commission Meeting	24	25	26 6 p.m. City Council Retreat	27 6 p.m. City Council Retreat	28 6 p.m. City Council Retreat
29	30 7 p.m. Sammamish Police Reserve Officer Program - Informational Seminar	31				

<< January

February 2012

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
"	"	"	1 6:30 p.m. Parks and Recreation Commission Meeting	2 6:30 p.m. Planning Commission Meeting	3	4
5	6 6 p.m. Economic Development Self-Assessment Tool Presentation	7 6:30 p.m. City Council Meeting	8	9 6:30 p.m. Community Garden Steering Committee Meeting	10	11
12	13	14 6:30 p.m. City Council Study Session 7:30 p.m. Simple Measures Concert - "Unstrung Hero"	15 6 p.m. Sammamish Youth Board Meeting	16 6:30 p.m. Planning Commission Meeting	17	18
19	20 8 a.m. Washington's Birthday City offices closed	21 6:30 p.m. City Council Special Meeting	22	23	24	25
26	27 7 p.m. Arts Commission Meeting	28	29	"	"	"
"	"	"	"	"	"	"



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: January 12, 2012
RE: Claims for January 17, 2012

	\$ 143,671.41
143,671.41 +	18,703.92
18,703.92 +	687,268.65
687,268.65 +	82,724.71
82,724.71 +	424,274.62
424,274.62 +	
1,356,643.31 =	

Top 5 Expense Items in Packet

Kirtley Cole	\$322,142.16	KCSO Remodel
WA Insurance Authority	\$310,043.00	2012 Insurance Premium
Lake Wa School District	\$171,875.00	School Impact Fees Dec 2011 (pass through)
AWC	\$31,754.00	2012 Membership Fee
Springbrook Software	\$28,860.10	2012 Maintenance Fees

TOTAL: \$ 1,356,643.31
Check # 31140 through # 31281

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/4/2012 - 4:06 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31140	01/05/2012	ANI	ANI Administrators NW Inc	1,623.67	0
31141	01/05/2012	AWCMED	AWC Employee Benefits Trust	100,660.93	0
31142	01/05/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
31143	01/05/2012	ICMA401	ICMA 401	32,281.65	0
31144	01/05/2012	ICMA457	ICMA457	7,875.66	0
31145	01/05/2012	PREPAIDL	LegalShield	129.50	0
				143,671.41	
Check Total:				143,671.41	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/9/2012 - 10:27 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31146	01/17/2012	WALAB	Wa State Dept of Labor & Indus	18,703.92	0
				<u>18,703.92</u>	
Check Total:				<u>18,703.92</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/11/2012 - 10:36 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31147	01/17/2012	AADAMS	AAdams Tree Service	728.18	0
31148	01/17/2012	ANI	ANI Administrators NW Inc	170.00	0
31149	01/17/2012	ANM	ANM Electric Inc	12,704.74	0
31150	01/17/2012	BRENNANH	Brennan Heating & A/C	128.00	0
31151	01/17/2012	BRICKMAN	Brickman Group Ltd LLC	4,442.14	0
31152	01/17/2012	CDW	CDW Govt Inc	511.24	0
31153	01/17/2012	CNR	CNR Inc	609.63	0
31154	01/17/2012	CODEPUB	Code Publishing Inc	418.02	0
31155	01/17/2012	COMPOFF	The Complete Office	1,516.88	0
31156	01/17/2012	COSTCO	Costco Wholesale	1,030.19	0
31157	01/17/2012	DENT	Dent National, Inc	600.00	0
31158	01/17/2012	EASTEQ	Eastside Equipment & Marine	390.40	0
31159	01/17/2012	ECOTONE	Ecotone Commissioning Group LL	3,136.00	0
31160	01/17/2012	EMERALDR	Emerald Services, Inc.	378.00	0
31161	01/17/2012	EWINGIRR	Ewing Irrigation	4,584.14	0
31162	01/17/2012	FISH	Friends of Issaquah Salmon Hat	1,100.00	0
31163	01/17/2012	FRYOUTH	Friends Of Youth	2,200.00	0
31164	01/17/2012	GFI	GFI Software Florida, Inc	2,478.25	0
31165	01/17/2012	GUARDIAN	Guardian Security	151.11	0
31166	01/17/2012	HOGAN	D. A. Hogan & Assoc., Inc	5,555.00	0
31167	01/17/2012	Husky	Husky International Trucks	42.24	0
31168	01/17/2012	ISD	Issaquah School District	9,520.00	0
31169	01/17/2012	ISSAQI	Issaquah Press, Inc.	82.50	0
31170	01/17/2012	ISSIGNS	Issaquah Signs	75.56	0
31171	01/17/2012	KENYON2	Kenyon Disend PLLC	18,904.52	0
31172	01/17/2012	KERSHAW	Kobi Kershaw	100.00	0
31173	01/17/2012	KINGFI	King County Finance A/R	1,499.49	0
31174	01/17/2012	KINGPET	King County Pet Licenses	60.00	0
31175	01/17/2012	KIRTLEY	Kirtley Cole	322,142.16	0
31176	01/17/2012	LEXIS	Lexis Nexis Risk Data Mgmt	85.25	0
31177	01/17/2012	LEYTON	Kimberly Leyton	865.65	0
31178	01/17/2012	LITTLEBI	Little Bit Therapeutic Riding Ctr	2,200.00	0
31179	01/17/2012	LUIZZO	Dalton Luizzo	61.00	0
31180	01/17/2012	LWSD	Lake Washington School Dist	171,875.00	0
31181	01/17/2012	LWSFOUND	Lake Wa Schools Foundation	4,950.00	0
31182	01/17/2012	MAILPO	Mail Post	112.14	0
31183	01/17/2012	MAXIM	Evan Maxim	5.00	0
31184	01/17/2012	MICRO	Microflex, Inc.	23.29	0
31185	01/17/2012	MINUTE	Minuteman Press	506.45	0
31186	01/17/2012	NESAM	NE Sammamish Sewer & Water	158.37	0
31187	01/17/2012	NEXTEL	Nextel Communications	1,595.81	0
31188	01/17/2012	NWCASC	Northwest Cascade, Inc.	538.00	0
31189	01/17/2012	OTAK	Otak	1,086.45	0
31190	01/17/2012	PACPOWER	Pacific Power Products	3,307.46	0
31191	01/17/2012	PIEDMONT	Piedmont Directional Signs	350.00	0
31192	01/17/2012	PLATT	Platt Electric	31.03	0
31193	01/17/2012	POA	Pacific Office Automation	210.67	0
31194	01/17/2012	PROTH	Prothman Company	211.15	0
31195	01/17/2012	PSE	Puget Sound Energy	9,614.41	0
31196	01/17/2012	PUGETSOU	Puget Sound Bank	15,413.50	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31197	01/17/2012	QBS	Quality Business Systems	5,690.52	0
31198	01/17/2012	QWEST	Century Link	0.80	0
31199	01/17/2012	RAINIER	Rainier Wood Recyclers Inc	42.00	0
31200	01/17/2012	REDMOND	City Of Redmond	30.14	0
31201	01/17/2012	REDSIGNS	Redmond Signs	260.48	0
31202	01/17/2012	REIDMID	Reid Middleton, Inc	2,550.00	0
31203	01/17/2012	RH2	RH2 Engineering Inc	1,174.34	0
31204	01/17/2012	ROTH	Roth Hill LLC	768.27	0
31205	01/17/2012	SAM	Sammamish Plateau Water Sewer	1,049.94	0
31206	01/17/2012	SAMCITIZ	Sammamish Citizen Corps Council	3,944.39	0
31207	01/17/2012	SB&MAC	Stewart Beall & MacNichols	2,487.00	0
31208	01/17/2012	SEATIM	Seattle Times	304.14	0
31209	01/17/2012	SEQUOYAH	Sequoyah Electric, LLC	1,042.88	0
31210	01/17/2012	SHANNONW	Shannon & Wilson Inc	2,168.50	0
31211	01/17/2012	SKYLINE	Skyline High School	922.00	0
31212	01/17/2012	SMITH	Jane Jackson	30.59	0
31213	01/17/2012	SMS	SMS Cleaning, Inc	3,978.75	0
31214	01/17/2012	SOUNDSAF	Sound Safety Products Co., Inc	142.34	0
31215	01/17/2012	SPRAGUE	SPRAGUE	91.98	0
31216	01/17/2012	STOECKL	Jane C. Stoecklin	115.00	0
31217	01/17/2012	THERAPEU	Therapeutic Health Services	4,950.00	0
31218	01/17/2012	TLC	Total Landscape Corp	8,123.18	0
31219	01/17/2012	UNITRENT	United Rentals NW, Inc	292.88	0
31220	01/17/2012	VERIZON	Verizon Wireless	1,417.79	0
31221	01/17/2012	VOYAGER	Voyager	3,737.27	0
31222	01/17/2012	WAPAT	Wa State Patrol	706.50	0
31223	01/17/2012	WATERSH	The Watershed Company	15,251.75	0
31224	01/17/2012	WATREAS	Wa State Treasurer	522.00	0
31225	01/17/2012	WATSONSE	Watson Security	130.31	0
31226	01/17/2012	WAWORK	Washington Workwear Stores Inc	6,962.80	0
31227	01/17/2012	WINDWARD	Windward Environmental LLC	9,629.59	0
31228	01/17/2012	ZEE	Zee Medical Service	291.50	0
				<hr/> <hr/>	
				Check Total:	687,268.65
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/12/2012 - 9:40 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31229	01/17/2012	AADAMS	AAdams Tree Service	2,080.50	0
31230	01/17/2012	ACE	Ace Hardware, LLC	842.05	0
31231	01/17/2012	AMEX	American Express	59.89	0
31232	01/17/2012	BEST	Best Parking Lot Cleaning, Inc	12,896.91	0
31233	01/17/2012	FASTENAL	Fastenal Industrial Supplies	109.37	0
31234	01/17/2012	FRONTIR2	Frontier	345.30	0
31235	01/17/2012	JACKS	Shull Gary	26,850.32	0
31236	01/17/2012	NAPA	Genuine Parts Company/Issaquah	2.50	0
31237	01/17/2012	HOMEDE	Home Depot	473.56	0
31238	01/17/2012	KINGFI	King County Finance A/R	14,414.43	0
31239	01/17/2012	NESAM	NE Sammamish Sewer & Water	91.34	0
31240	01/17/2012	NWLSVC	NW Landscape Service	6,985.00	0
31241	01/17/2012	ODELL	Thomas Odell	228.23	0
31242	01/17/2012	PACE	Pace Engineers, Inc.	10,497.00	0
31243	01/17/2012	PACSOIL	Pacific Topsoils, Inc	1,510.12	0
31244	01/17/2012	SHANNONW	Shannon & Wilson Inc	325.26	0
31245	01/17/2012	STAPLES	Staples Advantage	4,118.18	0
31246	01/17/2012	COMPOFF	The Complete Office	8.21	0
31247	01/17/2012	UNITRENT	United Rentals NW, Inc	886.54	0
Check Total:				82,724.71	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/12/2012 - 10:03 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31248	01/17/2012	AWC	Association of Wa Cities	31,754.00	0
31249	01/17/2012	BANKNY	Bank Of New York Mellon	301.75	0
31250	01/17/2012	CNA	CNA Surety	210.00	0
31251	01/17/2012	COMCAST2	COMCAST	106.95	0
31252	01/17/2012	COMPOFF	The Complete Office	238.71	0
31253	01/17/2012	FRANCO2	U. S. Postal Service/ Francotyp-Postal	2,500.00	0
31254	01/17/2012	GUARDIAN	Guardian Security	72.00	0
31255	01/17/2012	ICMA	ICMA	1,400.00	0
31256	01/17/2012	L&IELEVA	Dept of Labor & Industries	273.40	0
31257	01/17/2012	MINUTE	Minuteman Press	151.17	0
31258	01/17/2012	NLCMEMBE	NLC Membership	3,388.32	0
31259	01/17/2012	NPELRA	Natl Public Employer Labor Relations	200.00	0
31260	01/17/2012	NWCASC	Northwest Cascade, Inc.	688.72	0
31261	01/17/2012	NWWeath	NW Weathernet	302.00	0
31262	01/17/2012	PAETEC	PAETEC Integrated Solutions Group,	2,252.51	0
31263	01/17/2012	PSCLEAN	Puget Sound Clean Air Agency	7,122.00	0
31264	01/17/2012	REALCHEM	RealChem Northwest	287.44	0
31265	01/17/2012	ROTARSAM	Rotary Club of Sammamish	65.00	0
31266	01/17/2012	SAMCHAMB	Sammamish Chamber of Commerce	550.00	0
31267	01/17/2012	SAMPRES	Sammamish Presbyterian Church	150.00	0
31268	01/17/2012	SEATIM	Seattle Times	342.72	0
31269	01/17/2012	SESAC	SESAC	621.00	0
31270	01/17/2012	SMITH	Jane Jackson	32.20	0
31271	01/17/2012	SONITROL	Sound Security, Inc.	840.48	0
31272	01/17/2012	SPRING	Springbrook Software, Inc.	28,860.10	0
31273	01/17/2012	SUBURB	Suburban Cities Association	26,277.01	0
31274	01/17/2012	SYMPRO	Sympro, Inc	3,862.00	0
31275	01/17/2012	TAGS	Tags Awards & Specialties	64.14	0
31276	01/17/2012	UWCAS	University of Washington	100.00	0
31277	01/17/2012	WABOARD	Wa State Board of Accountancy	230.00	0
31278	01/17/2012	WAINS	Wa Cities Insurance Authority	310,043.00	0
31279	01/17/2012	WCMA	Wa City/County Mgmt Assoc	618.00	0
31280	01/17/2012	WFOA	Wa Finance Officers Assoc	300.00	0
31281	01/17/2012	WSAPT	Att: Amy Donlan Wa Assoc Permit T	70.00	0
Check Total:				424,274.62	



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Gramercy Park Subdivision of 26 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

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

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Gramercy Park development is seeking to record the 26-lot subdivision, which received preliminary plat approval in 2007.

Background:

Description:

The proposed 26-lot final plat of Gramercy Park is located on 236th Avenue NE and NE 15th Place (near Samantha Smith elementary school). The preliminary plat of Gramercy Park was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on October 22, 2007 as amended on November 12, 2008, and June 15, 2009. The project was appealed by an adjacent property owner concerned about drainage and wetland impacts to his property. The appeal was reviewed through the Land Use Petition Act (LUPA) appeal process at King County Superior Court. The appeal was ultimately denied by the court.

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



City Council Agenda Bill

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$262,821.80.

Landscaping Bond:

The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of \$141,398.06.

Critical Areas Bonding:

The applicant has posted a critical areas mitigation maintenance / defect, and monitoring bond in the amount of \$ 14,207.00.

Transportation Mitigation Fees:

The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of \$93,750.00. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$78,125.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

Financial Impact: N/A

Recommended Motion: Approve the resolution granting final plat approval for the 26-lot Gramercy Park subdivision, and authorize the mayor to sign the mylars.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2012-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF GRAMERCY PARK**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Gramercy Park Subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the Gramercy Park subdivision;

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

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

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision(s) of October 22, 2007, November 12, 2008, and June 15, 2009 for the preliminary plats of Gramercy Park.

Section 2. Grant of Approval. The City Council hereby grants final approval to the Gramercy Park plat.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF JANUARY 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 11, 2012

Passed by the City Council:

Resolution No.:

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Lozier at Gramercy	)	File No. PLN2005-00075
Park, LLC for Approval of the	)	FINDINGS OF FACT
Preliminary Plat of Gramercy Park;	)	CONCLUSIONS OF LAW
SEPA Appeal of James and	)	AND DECISIONS
Beverly Keffer)	

DECISION

The Preliminary Plat of Gramercy Park is approved, subject to conditions. The Appeal of James and Beverly Keffer is denied.

INTRODUCTION

The application of Lozier at Gramercy Park, LLC (Applicant) for approval of the preliminary plat of Gramercy Park and the appeal of James and Beverly Keffer of the Determination of Nonsignificance (DNS) issued therein came on for hearing on September 18, 2007 at 7:00 p.m. The City's Staff Report was presented by Evan Maxim, Senior Planner. Applicant was represented by Duana Koloušková of Johns Monroe Mitsunaga. Appellants James and Beverly Keffer were represented by J. Richard Aramburu, Attorney.

Testifying under oath were:

Evan Maxim	Senior Planner
Tawni Hoang	Development Review Engineer, City of Sammamish
Eric LaFrance	Perteet Engineers (City's Drainage Engineer Consultant)
Rob Stevens	Core Design (Engineer for Applicant)
James Keffer	23811 NE 14 th Street, SEPA Appellant
Beverly Keffer	23811 NE 14 th Street, SEPA Appellant
Rick Aramburu	Attorney for Appellants

Exhibit 2

Chris Rhinehart	PACE Engineers
Ginny Romano	1402 236 th Avenue NE
Phil Baggette	Owns property east of Keffer
Rick Boman	1612 236 th Avenue NE
Paul Ebensteiner	Agent for Applicant
Duana Koloušková	Attorney for Applicant

The following exhibits were offered and admitted:

1. Staff Report with the following attachments:
 - (1) Notice of Application, 11/29/05
 - (2) Comment Letters
 - (3) Settlement agreement, 9/19/06 with addendum 11/21/06
 - (4) Site Plan, 1/7/07
 - (5) Interpretation by Community Dev. Director, 5/11/07
 - (6) Keffer Family Appeal, 8/9/07
 - (7) Road Variation, 6/1/07
 - (8) Williams NW Pipeline regarding 236th Ave. NE, 6/19/07
 - (9) Level 1 Downstream Analysis/Preliminary Storm Drainage Report and Addendum by Core Design, 10/06 and 7/07
 - (10) Altmann Oliver Associates, wetland impact analysis, 7/17/07
 - (11) Street Variation Approval (same as attachment 7)
 - (12) Affidavit of Mailing, Notice of Application, SEPA DNS, Notice of Public Hearing
2. Recommended condition for street frontage delay agreement
3. J. Richard Aramburu letter with Phillips vs. King County and Lozier
4. Photograph, submitted by J. Richard Aramburu
5. Photograph, submitted by J. Richard Aramburu
6. Photograph, submitted by J. Richard Aramburu
7. PACE Drainage Review, Chris Rhinehart 9/18/07
8. Gary Wallace email, 9/17/07
9. Gary Wallace email, 9/18/07
10. Keffer Depression
11. Llama Lake 2000
12. Photograph, backyard 23909 NE 14th Street, 2/24/02
13. Photograph, backyard 23909 NE 14th Street, 2/2/04
14. Photograph, backyard 23909 NE 14th Street, 2/3/06
15. J. Richard Aramburu submittal, Jan & Rick Boman
16. Tree Retention Plan
17. VHS – video of Boman property
18. Steve Lasker submittal, NW Pipeline
19. James and Beverly Keffer written testimony
20. Northwest Pipeline Corporation Manual
21. Rick Boman submittal with attached oversize maps, 9/25/07
22. Phil Baggette comment letter, 9/23/07

Exhibit 2

23. J. Richard Aramburu letter on behalf of Mr. and Mrs. Keffer, 9/25/07
24. Evan Maxim, correction to Addendum to the Drainage Analysis (page 15)
25. Duana Koloušková for Applicant
26. PACE comments, Chris Rhinehart, 9/24/07
27. Core Design, Rob Stevens, P.E., 9/25/07
28. James and Beverly Keffer submittal, 9/25/07
29. City's Staff Report Addendum No. 1, 9/25/07
30. City's Staff Report Addendum No. 2, 9/25/07

At the conclusion of the hearing which adjourned at 10:45 p.m., the Hearing Examiner authorized those present to submit written comments in support of their positions, on or before September 25, 2007. The Examiner received letters from Aramburu, Koloušková, Stevens, Rhinehart, Boman, Baggette and the City of Sammamish.

FINDINGS OF FACT

1. *Proposal.* Lozier at Gramercy Park, LLC (Applicant) proposes to develop a plat with 27 single-family residential lots, an open space tract, a storm detention tract and two critical area tracts. A site plan is attached as Attachment A. Staff recommends that only 26 lots be approved.
2. *Location.* The site is rectangular in shape and is located on the east side of 236th Avenue NE in the 1500 block.
3. *Access.* The site will be accessed by a public road from 236th Avenue NE ending in two cul de sacs. The road will be improved consistent with the Interim Public Work Standards for local road design.
4. *SEPA.* Determination of Non-significance (DNS) for the proposal was issued on August 1, 2007. The DNS was appealed on August 9, 2007 by James and Beverly Keffer.
5. *Vicinity.* Surrounding properties to the north, east and south are residential uses on large lots. The Autumn Winds subdivision is located west of 236th Avenue NE.
6. *Comprehensive Plan, Zoning.* The site is zoned R-4 as are properties to the east, north and south. Autumn Winds is zoned R-4 and R-6. The Sammamish Comprehensive Plan designates the site for urban residential uses with 4 dwelling units per acre.
7. *Open Space.* The site will provide 13,386 square feet of open and recreation space, well above the minimum required for the site.

Exhibit 2

8. *Trees.* There are about 377 significant trees on the site, and applicant proposes to retain 115 trees, more than the minimum required by ordinance.
9. *Wetlands.* There are four wetlands on the site, named A, B, C and D. Only wetland A will remain, as it is not feasible to preserve the others. Elimination of the wetlands is authorized by SMC 21A.50.135.
10. *Stormwater History.* A stormwater detention pond will be constructed on the east side of the site. Water from the pond will be released into wetland A to the south. Water from wetland A flows to the south across the Romano property and then into a closed depression on the Keffer property. In 1988, Lozier Homes applied for approval of the Autumn Winds plat west of 236th Avenue NE. In order to dispose of stormwater from this plat, the County approved a plan whereby water from the Autumn Winds detention pond would be transported to a flat dispersion trench 300 feet in length designed to simulate natural sheet flow conditions. The drains were constructed at locations within seepage zones. The drain system, known as a “sheet flow spreader”, was located in the undeveloped County right of way immediately adjacent to the Gramercy Park site, then owned by Ron Phillips.

It was the plan that the system would replicate natural conditions. However, the volume of water flowing over the Phillips property doubled and the velocity of the flow increased five fold. Following a significant rain, about 25% of the Phillips property had standing water. The soils surrounding the spreader system was too impervious to allow for percolation of any significant amount of water, and large amounts of water poured onto the Phillips property.
11. *Phillips Lawsuit.* Phillips sued the County and Lozier for damages and obtained judgment. Eventually, the land was purchased from Phillips by Applicant.
12. *Stormwater Plan.* To deal with the stormwater from the failed spreader system, Applicant proposes to capture the stormwater from 236th Avenue NE and convey it across the site to wetland A in a pipe
13. *School Children.* The school bus stop at NE 15th Street and 233rd Place NE will be accessible to school age children by sidewalks in the plat and in Autumn Winds.
14. *Impact Fees.* Applicant will pay impact fees for parks, schools and transportation. The project was determined to be concurrent with needed traffic facilities.
15. *Utilities.* The site will have water and sewer service from the Sammamish Plateau Water and Sewer District. All other utilities are also available.

Exhibit 2

16. *Keffer Appeal.* In their SEPA appeal, the Keffers contend that the plat should be redesigned because of the adverse impact on their property from stormwater runoff from both the plat and the drainage facility in 236th Avenue NE. Keffer contends that the proposed stormwater detention and release system will “flood” their property. The Keffers ask that the City prohibit the piping of water from the City drainage facilities in 236th Avenue NE or condemn an area across their property. They also contend that the proposed piping will violate a rule in the 1998 King County Stormwater Design Manual that requires that offsite flows that are naturally attenuated by a project site under development remain attenuated so that peak flows will not increase. Keffer contends that the piping system will increase the rate of flow to wetland A in violation of the manual. The Keffers ask that an Environmental Impact Statement (EIS) be prepared for the proposal or that additional conditions be imposed to protect downstream properties.
17. *Boman Requests.* Jan and Rick Boman own property at 1612 236th Avenue NE and have multiple concerns regarding the proposed plat. They contend that the Gramercy Park proposal fails to include all properties that are part of the overall proposal, that significant trees should be preserved along the property line, and that a fence should be installed along the platted lots on the north and east boundaries of the plat.
18. *Williams Pipeline.* The Williams Pipeline conveys natural gas from north to south and crosses the undeveloped right of way of 236th Avenue NE, at an angle of less than 45 degrees, south of the project area. Steve Lasker, who lives in Autumn Winds, objected to any road crossing of the Williams Pipeline at less than a 45 degree angle. He urges that the roads in the project be rerouted to avoid any such crossing.
19. *Delayed Frontage Improvements.* Applicant will be required to construct half street improvements in 236th Avenue NE *north* of the intersection with NE 15th Place. With regard to improvements to the *south* of NE 15th Place the City proposes that Applicant be required to enter into a “Delayed Frontage Improvement Agreement” with the City with a ten year horizon. When such improvements are later proposed by the City, the City and Applicant would jointly apply for an encroachment permit from Williams Northwest Pipeline. Applicant objects to the City’s request that it bond the improvements with a 13.51% annual escalation for ten years, and proposes instead that it bond or pay \$92,033.41 at final plat approval, which includes an escalation of two years at 13.51%.

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

CONCLUSIONS OF LAW

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

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

- a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.
3. SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

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

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

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

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

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

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

4. *Keffer Appeal.* Keffers request that an EIS be prepared for the project should be denied. There is no lack of studies or other information needed to make an informed decision on the project or the appeal. Nor, in the Examiners view, will there be any probable significant adverse environmental impact. The City's decision to issue a DNS was not clearly erroneous. Nor are additional conditions concerning stormwater needed. Stormwater from the project's detention system will be released at Level III rates, the most restrictive rate, designed to preclude an increase in downstream flooding. Addendum #1 to the Preliminary Stormwater Drainage Report analyzes the impact of the development on the existing closed depression on the Keffer property, which is 800 feet to the south. The conclusion of Addendum #1 was that with the development of Gramercy Park, the 100 year water surface elevation of the closed depression would be less than the existing condition. Peer review by John Altmann, an Ecologist with Altmann Oliver Associates, LLC, confirmed the conclusion of Addendum #1.(Exhibit 10).

Chris Rinehart, P.E., of PACE, an engineering services company, argues that the proposal violates the King County Surface Water Design Manual because with the pipe the attenuation that stormwater now receives as it flows across the site from 236th Avenue NE to Wetland A. would not be maintained. The evidence indicated, however, that stormwater now flows across the site without significant attenuation, as the soil is Vashon lodgment till, a notoriously impervious type. Water from 236th Avenue NE now reaches the wetland in about 28 minutes. It was precisely this effect that resulted in the Phillips lawsuit. The remaining objections to the Core report in Addendum 1 are without merit, since the overall effect of the system will be to reduce the level of the pond in the closed depression. By controlling the output of the project detention system, Applicant can achieve this result. The Keffer SEPA appeal should be denied.

5. *Boman's Requests.* Boman's objection that not all properties were included in the proposal is without merit. It is true that a short plat may not be amended within five years by another short plat, but here the proposal is for a full subdivision. The five year restriction has no application to this proceeding.

The tree retention plan for Gramercy Park shows that all the trees in Lot 2 will be removed. The lot is about 60 feet in width and an average of 140 feet in length. Retention of the trees on this lot would compromise its usefulness as a building site.

Boman's request that the trees on this lot be retained should not be granted.,

The Sammamish Municipal Code does not require fences along the perimeter of a subdivision, and there is no reason why one should be required here. If Boman is concerned about trespassers, he may install one on his own property.

6. *Lasker's Report.* Steve Lasker is concerned for the safety of the Williams Pipeline, and argues that roads to the project be revised so that no crossing of the

pipeline is less than a forty-five degree angle. The view of the City's Development Review Engineer was that such provisions are not justified and the Examiner concurs. The Applicant and the City are in consultation with the pipeline company concerning the southward extension of 236th Avenue NE, and there is no reason to believe that a safe and satisfactory solution to the crossing cannot be achieved.

7. Condition 28 proposed by the City would require Applicant to enter into a delayed frontage agreement with a ten year horizon. The City would later construct the frontage improvements south of NE 15th Place. The City proposed that Applicant pay a fee in lieu of construction of half street improvements based on current construction cost estimates at the time of final engineering approval and include an annual construction cost increase to reflect that future cost of construction over a ten year period. The current average annual cost increase is 13.5 %.

Applicant regards the City's proposal as unfair, and proposes instead to pay the current cost of constructing the improvements, estimated at \$72,467.25, plus a 13.5% increase for two years, for a total fee of \$92,033.41.

The frontage improvements will probably not be constructed until the Romano property south of Gramercy Park is developed. Neither the Applicant nor the City has any control over when that might be, if ever. The City later made a 6 year counter-offer.

The Examiner is convinced that a fee with a ten year, 13.5% annual escalation would be oppressive, and agrees that Applicant should be able to pay its fair share of the cost when final engineering occurs. Current costs are estimated at \$72,000 plus. In order to provide certainty, Applicant should be required to pay a fee of \$72,467.25, plus three years of cost increases at 13.5%, compounded annually, for a total fee in lieu of the requirement to provide frontage improvements of \$105,956.93. Condition 28 will be amended accordingly.

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

DECISION

The appeal of James and Beverly Keffer of the DNS is denied. The Gramercy Park plat is approved for 26 lots, subject to the conditions in Attachment B.

DONE this 22nd day of October , 2007



Gordon. F. Crandall
Hearing Examiner

Attachment A	Site Plan
Attachment B	Conditions of Approval

RECONSIDERATION

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

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

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

NOTICE OF RIGHT OF APPEAL

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

The Applicant shall comply with the following condition/s:***General Conditions:***

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on November 1, 2005, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations; compliance may result in the reduction in the number and location of lots as shown on the preliminary plat;
5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;
6. The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 of 1, 1 of 2, 2 of 2, and L1.1 by Core Design, received January 10, 2007, (see Exhibit 4), provided that 26-lots are approved for the proposed preliminary plat, and subject to applicable conditions of approval specified by the Hearings Examiner;
7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc;

8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages;
9. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;
10. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group;
11. Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50;
12. Per SMC21A.50.300(7)c: “Use of a wetland buffer for a surface water management activity or facility, other than a flow control or water quality treatment facility, such as an energy dissipater and associated pipes, may be allowed only if the applicant demonstrates to the satisfaction of the department, that: (i) No reasonable alternative exists; and (ii) The functions of the buffer of the wetland are not adversely affected.” The Applicant shall relocate or resize detention tract if unable to demonstrate that dispersion trench is necessary in the wetland buffer;

Prior to Construction:

13. City of Sammamish approval of the applicant’s final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction;
14. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;
15. Per SMC16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured

from the bottom of the footing to the top of the wall, or any size walls supporting any surcharge load;

16. Preserving existing significant trees in the future ROW shall be reviewed during Final Engineering. Realignment of sidewalks and planter strips will be considered. The final engineering plans shall include identification of any coniferous trees over 8-inch DBH and any deciduous trees over 12-inch DBH located in or adjacent to the future ROW;
17. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;
18. Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;
19. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;
20. If replacement trees are required for the subject site, the replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240;

Prior to recording:

21. All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05 as modified in the approved variation, dated June 1, 2007 (see Exhibit 11);
22. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;
23. The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee;
24. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;

25. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County;
26. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number;
27. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-05 for a Local Road are required along 236th Ave NE, north of the intersection with NE 15th Place;
28. "Current costs for installation of required frontage improvements on 236th Ave NE, south of NE 15th Place are estimated at approximately \$72,467.25. Prior to final engineering approval, the applicant shall propose, and the City shall approve a cost estimate for the improvements on 236th Ave NE. Prior to final plat approval, the applicant shall pay the City approved cost estimate, plus three years of cost increases at 13.5%, compounded annually, for a total fee in lieu of providing the frontage improvements."
29. All proposed cul-de-sacs should be designed per Interim PWS.15.120 and Figure 02-33, except as approved by the Fire Marshall;
30. The Fire Marshal shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance;
31. Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs;
32. The Fire Marshal shall certify the locations of fire hydrant(s) to meet current codes prior to Clear and Grade Permit issuance;
33. All new utility installation serving the subdivision within plat or along the frontage shall be underground;
34. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;

35. Suitable development of the recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;
36. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual, the City of Sammamish Stormwater Management Comprehensive Plan, and the East Lake Sammamish Basin Plan;
37. Detention facilities for the project shall be provided using the Level 3 Flow Control Menu as specified by the 1998 King County Surface Water Design Manual;
38. Water quality treatment facilities for the project shall satisfy the requirements of the Sensitive Lake Water Quality Treatment Menu as specified in the 1998 King County Surface Water Design Manual for all runoff draining to the Inglewood Subbasin. For all runoff draining to Mystic Lake, water quality treatment facilities for the project shall satisfy the requirements of the Basic Water Quality Treatment Menu as specified in the King County Surface Water Design Manual;
39. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;
40. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs;
41. Recreational improvements shall be installed, or a performance bond for recreational space improvements shall be posted, prior to recording of the final plat;
42. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Construction drawings shall include required landscaping and shall be subject to review and approval prior to final plat approval;
43. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards.

Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development;

44. Trees required for retention per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;
45. Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt. Final lift of asphalt may be required on 236th Ave NE prior to final plat in accordance to the approved ROW permit;

Conditions to appear on the face of the final plat:

46. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
47. *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish” This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.”*
48. If plat construction approves the installation of infiltration or dispersion trenches, the following note shall be required: *“For lots ___ through ___, which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation.”*
49. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws”;*

50. The Applicant shall comply with RCW 58.17.280, providing the appropriate *“addressing note”* with address ranges being on the final plat;
51. *“Maintenance and upkeep of the recreation space, open space, and sensitive areas tracts shall be the responsibility of the Home Owners Association”;*
52. *“Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians”;*
53. *“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240”;*
54. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;
55. *“The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee”;*
56. *“The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee”;*
57. *“Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit”.*

58. *“Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract 995 of this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.”; and,*

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

JAMES C. KEFFER AND BEVERLY	)	No. PLN2005-00075
KEFFER, HUSBAND AND WIFE)	
	)	King County Superior Court
Petitioners and Plaintiffs	)	No. 07-2-36168-SEA
)	
Vs.	)	HEARING EXAMINERS’
	)	ADDITIONAL FINDINGS AND
CITY OF SAMMAMISH, A Washington	)	CONCLUSIONS ON
Municipal Corporation, LOZIER AT	)	REMAND
GRAMERCY PARK, LLC.)	
)	
Respondents and Defendants)	

Remand from Superior Court.

On June 16, 2008 Superior Court Judge Jim Rogers issued conclusions of law and an order in this Land Use Petition (LUPA) proceeding. Judge Rogers concluded that:

1. Lozier at Gramercy Park may collect surface water on its property into a pipe and discharge it off the property if the collection and discharge is not in quantities greater than or in a manner different from the surface water’s natural flow.
2. The Hearing Examiner’s findings and conclusions that the collection and discharge of surface water as a result of the Gramercy Park subdivision will not result in surface water discharged onto the Keffer property in a greater quantity were based on substantial evidence in the record.
3. The Hearing Examiner’s findings and conclusions that the collection and discharge of surface water as a result of the Gramercy Park subdivision will not result in surface water discharged onto the Keffer Property in a manner different from the natural flow were insufficient.
4. The Hearing Examiner failed to address the issue of whether the channeling and discharge of water that was disbursed (sic) or unconcentrated under predevelopment conditions meet the requirement that such water be discharged in a safe manner under the King County Design Manual.
5. The Hearing Examiner’s determination that there is not “significant attenuation “ of surface water on the Gramercy Park property is not defined in his Land Use Decision and is not a phrase used by either of the experts or the King County Surface Water Design Manual.

As a result of these conclusions, Judge Rogers ordered that the matter be remanded back to the City for further proceedings, as follows:

Exhibit 2

The Hearing Examiner shall issue additional findings and conclusions to articulate his decision regarding

- (a) Whether the channeling of water and discharge of water previously disbursed (sic) over the site results is a discharge in a safe manner;*
- (b) What constitutes “attenuation”;*
- (c) Whether any features exist on the Gramercy Park property that provide attenuation of surface water; and*
- (d) Whether the Gramercy Park subdivision will discharge surface water off of its property and ultimately onto the Keffer Property in a manner different from the natural flow.*

The Judge authorized the Hearing Examiner to re-open the record to accept additional evidence, and retained jurisdiction over the case.

Prehearing Conference and Hearing.

A prehearing conference was held on June 27, 2008 in Sammamish, attended by the parties and their attorneys. It was decided that additional evidence should be submitted and that a site visit of the properties and the vicinity would be helpful. A prehearing order was entered on June 30, 2008 fixing a hearing date of July 9, 2008, which was later continued to August 19, 2008. On that date the Examiner and the parties and their witnesses visited the properties and commenced the hearing. Two more hearing dates were need to complete the testimony, October 13, 2008 and October 29, 2008. Each party submitted a comprehensive brief on the issues before the Examiner.

Keffer’s Case.

The Keffers presented the testimony and exhibits of **Thomas W. Holz**, a consulting civil engineer. Holz specializes in urban hydrology and has had 40 years experience in water resources related engineering in the USA, Australia and Taiwan. (Ex. 3) Holz was requested by the Keffers to assess storage capacity of soils at the Gramercy Park site for attenuation of runoff from the Autumn Wind project. (Ex 2) It was his conclusion that there was surface and groundwater storage available on the site. His conclusion was based upon groundwater elevation measurements performed in 1994 and 1995 by the then owner of the property (Phillips). He concluded that the soils were storing both the precipitation that fell naturally on the site and the water injected into the ground from the Autumn Wind spreaders.

Holz estimated the depth of the soil above the impervious lodgment till layer to be between 3 and 4 feet. This, plus the roughness of the ground provided a storage area of 244,000 cubic feet, far more than Applicant’s experts assumed in their calculations. His “bottom line” was that stormwater flowing across the site from the spreaders was attenuated, and what did not evaporate or infiltrate into deep groundwater would reappear as surface water slowly, over weeks and perhaps months. The proposed pipe that would

Exhibit 2

convey Autumn Wind runoff directly to Wetland A would convey the water in far less time and would be “unnatural”, he said.

Lozier at Gramercy Park’s Case.

Lozier at Gramercy Park presented the testimony of **Curtis J. Koger, P.G., P.E.G., and P.H.G.** Koger has had 28 years of geologic practice experience in a wide variety of geologic setting and disciplines. (Ex. 14). Koger submitted a written report captioned “rebuttal testimony” which responded to the testimony and exhibits presented by Holz. It summarized geologic conditions and described the relationship between soils, geology and ground water characteristics. It identified three layers on the site: soil/duff, weathered till and lodgment till. The report concluded that “...the soil/duff and weathered till layer has limited flow attenuation of the stormwater from the Autumn Wind flow spreaders during many storm events.” (Ex. 23)

Under natural forest conditions, Koger said, subsurface water flow would occur under most precipitation events. However, the concentrated flow from the Autumn Wind spreaders exceeds the flow capacity of the subsurface resulting in overland or surface flow, even during relatively small precipitation events.

Water from the spreaders is not dispersed evenly across the site. Most of the flow occurs within a narrow zone extending from Wetland D to Wetland C and Wetland B before flowing into Wetland A. This fact makes Holz’s calculation of 277,000 square feet of storage on the site irrelevant, Koger said.

Koger concluded his testimony as follows:

1. Vertical infiltration through fresh, unweathered till is extremely low;
2. Disposal of runoff from the Autumn Wind flow spreaders does not occur vertically through the till is any measurable amount; and
3. Horizontal flow through the interflow zone from the Autumn Wind spreaders is very limited and does not constitute attenuation.

Robert Stevens, PE, is the project manager for Lozier at Gramercy Park. In his Addendum #3 to the Preliminary Storm Drainage Report (Ex 24) he analyzed the offsite flow of water from the Autumn Wind spreaders through not only the semi-porous duff soil but also through the next semi-porous weathered till layer. His conclusion was that the calculation of the impact of the project on the Keffer property will be reduced because of the detention of stormwater by the Gramercy Park project. The diversion pipe will be a safe method of stormwater disposal to Wetland A, a natural site, he said.

City’s Testimony.

The City presented the testimony of **Tawni Hoang**, the City’s Development Services Engineer. She said that a final decision concerning the disposal of water from the Autumn Wind spreaders had not yet been made, and that the City would be guided by the

Exhibit 2

1998 King County Stormwater Design Manual. The manual requires that stormwater be disposed of in a safe manner and that under some circumstances a by-pass is not only permitted but required. (Ex. 18). .

Exhibits.

Twenty-seven exhibits were offered and admitted, as shown on the attached exhibit list.

Additional Findings and Conclusions.

As a result of this additional testimony and exhibits, the Hearing Examiner makes the following additional findings and conclusions in this matter on topics requested by the Court:

I Safety. The channeling of water in a pipe and discharge of water previously dispersed over the site will result in a discharge in a safe manner. The pipe will capture water released from the spreaders and discharge it onto the ground in the buffer adjacent to Wetland A, where it will flow naturally and safely into the wetland on Lozier at Gramercy Park's own property. There was no evidence that the discharge would scour the surface or erode the buffer or cause any turbulence on it's way into the wetland

II Attenuation. "To attenuate" the flow of water as used in the King County Surface Water Design Manual means to lessen the amount, force or value of the flow of water. Thus, when the manual says "Offsite flows that are naturally attenuated by the project site under predeveloped conditions ..." it refers to the effect of the natural condition of the land on the flow of water over or through the site.

III Existence of Attenuation. Some natural features exist on the Gramercy Park that provide attenuation of surface water. The flow from the spreaders leaves the west boundary of the site and subsequently enters Wetland A by surface and subsurface means. The attenuation of the site is greater at the beginning of the water year (October 1 to September 30) and diminishes as the year progresses. The flow from the spreaders is concentrated in a narrow area and passes through three wetlands before it enters Wetland A. Once the area is saturated, the runoff continues to flow without attenuation, and this occurs even after the smallest storm event. The Hearing Examiner finds and concludes that some features of the site provide attenuation of the flow from the Autumn Wind spreaders.

IV Similar Discharge. The Gramercy Park subdivision will not discharge surface water off it property and ultimately onto the Keffer property in a matter significantly different from the natural flow. To determine whether the discharge will occur in a manner different from the natural flow, the Examiner considered the three basic requirements to allow a bypass through the project site:

Exhibit 2

1. Existing flows must be maintained;
2. Flows which are naturally attenuated by the project site must remain attenuated, either by natural means or by providing additional onsite detention so that peak flows do not increase
3. Offsite flows that are dispersed or unconcentrated on the project site must be discharged in a safe manner.

Applicant's expert testified that the amount of flow out of wetland A and eventually onto the Keffer property can be regulated at the detention facility to be constructed for the plat. There was no testimony to refute this assertion. Accordingly, the Hearing Examiner finds and concludes that the peak flow from Wetland A will not increase beyond 0.1 cubic feet per second and that the water level of the closed depression on the Keffer property will not increase as a result of the project, but will actually decrease. Accordingly, the discharge of water from Gramercy Park and ultimately onto the Keffer property will not be significantly different from the natural flow.

DONE this 12th day of November, 2008.

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

Gordon F. Crandall
Hearing Examiner

Exhibit 2

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Lozier at Gramercy	)	File No. PLN2005-00075
Park, LLC for Approval of the	)	ORDER AMENDING FINDINGS
Preliminary Park of Gramercy Park;	)	OF FACT, CONCLUSIONS
SEPA Appeal of James and	)	OF LAW AND DECISION
Beverly Keffer.)	

On October 22, 2007 the Hearing Examiner issued Findings of Fact, Conclusions of Law and Decision conditionally approving the 26 lot preliminary plat of Gramercy Park. On November 12, 2007, Applicant requested reconsideration of Condition 28 which required a delayed frontage improvement agreement for half street improvements along 236th Street NE south of NE 15th Place. The delay was occasioned by the existence of the Williams NW Pipeline in this area which would be affected by construction of the frontage improvements.

At about the same time, the decision to approve the preliminary plat was appealed to the King County Superior Court by a LUPA petition filed on behalf of James and Beverly Keffer. The petition was concerned with the effect of the proposal on changes to surface water now crossing the site. The Hearing Examiner took no action on the request for reconsideration so long as the matter was under consideration by the Superior Court.

On April 20, 2009, Superior Court judge James E. Rogers issued conclusions of law and an order denying the LUPA petition. In the interim Applicant and the City had worked extensively with Williams Pipeline, and obtained an encroachment agreement which would allow Applicant to construct the required frontage improvements as part of the expected plat construction permits. The City asks that Condition 28 be amended to reflect the change of circumstances.

NOW, THEREFORE,

Finding of Fact 19 is amended to read as follows:

19. Frontage Improvements. Applicant will be required to construct half street improvements in 236th Street NE adjacent to the proposal. Applicant and the City have obtained an encroachment agreement with Williams NW Pipeline to allow Applicant to construct the frontage improvements south of the intersection of 236th Street NE and NE 15th Place.

Conclusion of Law 7 is deleted.

Condition 28 is amended to read as follows:

South of the intersection with NE 15th Place, half street improvements per PWS 15.110 and consistent with PWS Figure 01-05 for a Local Road are required along 236th Ave. NE. These improvements shall include a minimum of 22 feet of asphalt, a 5-foot planter strip and a 5-foot wide sidewalk. Construction for these improvements shall proceed in compliance with the Agreement for Specific Encroachment on Right of Way recorded under recording number 20080807000710, records of King County, Washington.

DONE this 15th day of June 2009.

Gordon F. Crandall

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

Hearing Examiner

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL A:

PARCEL B, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2011-00010, RECORDED UNDER RECORDING NUMBER 20110719900004, SAID BOUNDARY LINE ADJUSTMENT BEING A RECONFIGURATION OF LOTS 1 AND 4, CITY OF SAMMAMISH SHORT PLAT ALTERATION NUMBER PLN2004-00061, RECORDED UNDER RECORDING NUMBER 20041119900003, BEING A REVISION OF CITY OF SAMMAMISH SHORT PLAT NUMBER L98S00061 PLN2004-0043, RECORDED UNDER RECORDING NUMBER 20040723900003, IN KING COUNTY, WASHINGTON.

PARCEL B:

THE NORTH 2/5THS OF THE SOUTH 4/5THS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTH 2/5THS OF THE SOUTH 4/5THS OF THE WEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; ALL IN SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

(ALSO KNOWN AS THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND OF THE WEST QUARTER OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SAID SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETT MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE NORTH LINE OF THE RESPECTIVE SOUTH 2/5THS OF SAID SUBDIVISIONS AS SOLD TO JOHN C. FOGELBERG BY REAL ESTATE CONTRACT DATED FEBRUARY 4, 1956, AND RECORDED FEBRUARY 6, 1956, UNDER RECORDING NUMBER 4661861, AND LYING SOUTHERLY OF THE SOUTH LINE OF THE RESPECTIVE NORTH 1/5 OF SAID SUBDIVISIONS AS SOLD TO MARK P. TAYLOR AND PATRICIA R. TAYLOR, BY REAL ESTATE CONTRACT DATED MARCH 5, 1956, AND RECORDED APRIL 16, 1956, UNDER RECORDING NUMBER 4683030).

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 236TH AVENUE N.E. BY DEED RECORDED UNDER RECORDING NUMBER 8608120401.

DEDICATION

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

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

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

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

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS.

LOZIER AT GRAMERCY PARK, L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY

WESTERFIELD FINANCIAL, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
(AS LENDER ONLY)

BY:
ITS:

BY:
ITS:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT; ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT AS _____ OF LOZIER AT GRAMERCY PARK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____, 2011.

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT; ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT AS _____ OF WESTERFIELD FINANCIAL, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____, 2011.

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

APPROVALS

EXAMINED AND APPROVED PER SMC 19.A.16 THIS _____ DAY OF _____ 20__.

DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

CITY ENGINEER
CITY OF SAMMAMISH

MAYOR
CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED ___ DAY OF _____, 20__.

KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

ACCOUNT NUMBERS: 272506-9169 & 272506-9040

FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS ___ DAY OF _____, 20__.

MANAGER, KING COUNTY OFFICE OF FINANCE _____ DEPUTY _____



14711 NE 29th Place Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF GRAMERCY PARK IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



KENNETH WILLIAM SHIPLEY
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 38488
CORE DESIGN, INC.
14711 NE 29TH PLACE SUITE 101
BELLEVUE, WA 98007
PHONE: (425) 885-7877

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LOZIER AT GRAMERCY PARK, L.L.C., THIS _____ DAY OF _____ 20__, AT _____ MINUTES PAST _____ M AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____ THROUGH _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER _____ SUPERINTENDENT OF RECORDS _____

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON CITY OF SAMMAMISH SHORT PLAT NUMBER L9850061 PLN2004-0043, RECORDED UNDER KING COUNTY RECORDING NO. 20040723900003. (ALL BUILDING SETBACK LINES ESTABLISHED AND PRIVATE EASEMENTS GRANTED BY SAID INSTRUMENT, AND AFFECTING THIS SITE, ARE HEREBY SUPERSEDED BY THOSE SHOWN HEREON)
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON CITY OF SAMMAMISH SHORT PLAT ALTERATION NUMBER PLN2004-00061, RECORDED UNDER KING COUNTY RECORDING NO. 20041119900003. (ALL BUILDING SETBACK LINES ESTABLISHED AND PRIVATE EASEMENTS GRANTED BY SAID INSTRUMENT, AND AFFECTING THIS SITE, ARE HEREBY SUPERSEDED BY THOSE SHOWN HEREON)
- THIS SITE IS SUBJECT TO THE RESERVATION OF ALL COAL, OIL, GAS AND MINERALS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 4277963.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN LOZIER AT GRAMERCY PARK, LLC, NORTHWEST PIPELINE GP, A DELAWARE CORPORATION AND CITY OF SAMMAMISH AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20080807000710.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A NOTICE OF UTILITY CONNECTION CHARGES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20000406000263.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT BETWEEN GRAMERCY PARK, LLC AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20081119000035.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT BETWEEN LOZIER AT GRAMERCY PARK AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20081119000037.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF NOTICES OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NOS. 9307301617, 20040414002865, 20041201000040 AND 20060126001770.
- THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES OR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8608120401.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2011-00010, RECORDED UNDER KING COUNTY RECORDING NO. 20110719900004.
- THIS SITE IS SUBJECT TO AN EASEMENT, AND THE TERMS AND CONDITIONS THEREOF, TO PUGET SOUND ENERGY FOR GAS AND ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS AS DISCLOSED BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NO. 20110929000497. THE EASEMENT DESCRIBED WITHIN SAID INSTRUMENT IS COINCIDENT WITH THE EASEMENT DESCRIBED IN UTILITY EASEMENT PROVISION 1 HEREON.

NOTES AND RESTRICTIONS

- TRACT A, AN OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE GRAMERCY PARK COMMUNITY ORGANIZATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GRAMERCY PARK COMMUNITY ORGANIZATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 26 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT B, A RECREATION AND OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE GRAMERCY PARK COMMUNITY ORGANIZATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GRAMERCY PARK COMMUNITY ORGANIZATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 26 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT C IS A JOINT USE DRIVEWAY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 24 AND 25 AND IS HEREBY CONVEYED UPON THE RECORDING OF THIS PLAT TO THE OWNERS OF SAID LOTS. THE COST OF MAINTENANCE OF THE PRIVATE UTILITY AND DRAINAGE FACILITIES WITHIN SAID TRACT SHALL BE BORNE BY THE OWNER(S) OF THE LOTS BENEFITING FROM THE USE OF SAID FACILITIES. THE OWNERS OF SAID LOTS 24 AND 25 SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE OF THE PRIVATE ACCESS FACILITIES WITHIN SAID TRACT. OWNERSHIP OF SAID LOTS 24 AND 25 INCLUDES AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT C, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOT 26 OVER THAT PORTION OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITH THE OWNERS OF LOTS 24 AND 25. THE OWNERS OF LOT 26 SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN SAID PRIVATE DRAINAGE FACILITIES.
- TRACTS D AND E, SENSITIVE AREA TRACTS, ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS, TO THE GRAMERCY PARK COMMUNITY ORGANIZATION UPON THE RECORDING OF THIS PLAT. SAID COMMUNITY ORGANIZATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACTS. SHOULD THE GRAMERCY PARK COMMUNITY ORGANIZATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 26 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.
- TRACT F, A STORMWATER TRACT, IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, UPON RECORDING OF THIS PLAT. AN ACCESS AND MAINTENANCE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE GRAMERCY PARK COMMUNITY ORGANIZATION OVER TRACT F FOR THE PURPOSE OF MAINTAINING TRACTS D AND E.
- TRACT G IS A JOINT USE DRIVEWAY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOT 13 AND IS HEREBY CONVEYED UPON THE RECORDING OF THIS PLAT TO THE OWNERS OF SAID LOT. AN ACCESS EASEMENT OVER, UNDER AND UPON SAID TRACT G IS HEREBY GRANTED AND CONVEYED TO THE GRAMERCY PARK COMMUNITY ORGANIZATION FOR ACCESS TO TRACTS D, E AND F. A PUBLIC ACCESS AND DRAINAGE EASEMENT OVER, UNDER AND UPON TRACT G IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR THE PURPOSES OF MAINTAINING PUBLIC STORM FACILITIES WITHIN TRACTS F AND G. THE CITY OF SAMMAMISH IS RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC STORM DRAINAGE FACILITIES WITHIN SAID TRACT. THE OWNERS OF LOT 13 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE ACCESS FACILITIES AND THE PRIVATE UTILITY FACILITIES THEY HAVE BENEFIT OF USE WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO INITIATE REPAIRS OF THE PRIVATE ACCESS FACILITIES WITHIN TRACT G.
- THE GRAMERCY PARK COMMUNITY ORGANIZATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF ILLUMINATION FACILITIES ALONG ALL LOCAL AND PRIVATE ROADS WITHIN THIS PLAT.
- TRANSPORTATION MITIGATION FEES SHALL BE PAID CONSISTENT WITH THE SETTLEMENT AGREEMENT AND THE ADDENDUM TO THE SETTLEMENT AGREEMENT EXECUTED NOVEMBER 21, 2006. LOTS 2 THROUGH 26 OF THIS PLAT SHALL BE REQUIRED TO PAY AN EQUAL SHARE OF THE MITIGATION FEES, 70% OF WHICH ARE DUE AT BUILDING PERMIT ISSUANCE. ONE RESIDENTIAL UNIT WAS EXISTING AND OCCUPIED PRIOR TO DEVELOPMENT OF THIS SUBDIVISION. AS A RESULT, LOT 1 WITHIN THIS PLAT SHALL BE EXEMPT FROM PAYMENT OF TRANSPORTATION MITIGATION FEES.
- FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, TOGETHER WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH. LOT 1, WHICH WAS FORMERLY DEVELOPED, IS EXEMPT FROM THIS REQUIREMENT.
- PARKS IMPACT FEES TOGETHER WITH THE APPLICABLE ADMINISTRATIVE FEE, CONSISTENT WITH SMC 14A.20, SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE. ONE RESIDENTIAL UNIT WAS EXISTING AND OCCUPIED PRIOR TO DEVELOPMENT OF THIS SUBDIVISION. AS A RESULT, LOT 1 WITHIN THIS PLAT SHALL BE EXEMPT FROM PAYMENT OF PARKS IMPACT FEES.
- FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, SAID LOTS SHALL BE GRADED SUCH THAT THE TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.
- THE GRAMERCY PARK COMMUNITY ORGANIZATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS, INCLUDING THE LANDSCAPE STRIPS LYING ALONG THE EASTERLY SIDE OF 236TH AVENUE NORTHEAST. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR THE HEREIN DESCRIBED LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT.
- IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES REGULATIONS OR LAWS.
- THE GRAMERCY PARK COMMUNITY ORGANIZATION WAS ESTABLISHED AUGUST 19, 2011.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 23601 TO 23699 ON N.E. 15TH PLACE, WITHIN THE RANGE OF 1550 TO 1599 ON 236TH COURT N.E. AND WITHIN THE RANGE OF 1548 TO 1599 ON 237TH COURT N.E. INDIVIDUAL ADDRESSES WILL BE ASSIGNED FOR EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.
- BUILDING SET BACK LINE DIMENSIONS ARE DEFINED AS FOLLOWS (PER SAMMAMISH MUNICIPAL CODE 21A.25.030): 5-FOOT INTERIOR; 10-FOOT STREET (UNLESS SHOWN OTHERWISE ADJACENT TO CRITICAL AREAS) AND 5-FOOT ADJACENT TO PUBLIC AND/OR PRIVATE STORM DRAIN EASEMENTS. BUILDING SETBACK LINE LOCATIONS NOTWITHSTANDING, NO STRUCTURES ARE ALLOWED BEYOND EASEMENT LINES DESCRIBED AND/OR SHOWN HEREON.

CITY OF SAMMAMISH FILE NO. PLN2005-00075

UTILITY EASEMENT PROVISION

- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, UNDER AND UPON TRACTS C AND G, AND THE EXTERIOR 5 FEET, PARALLEL WITH AND ADJOINING TRACTS C AND G, OF ALL LOTS. FURTHER EASEMENTS ARE RESERVED OVER PRIVATE LANDS FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO THE 5.00-FOOT WIDE UTILITY EASEMENT RESERVED IN THE PRECEDING SENTENCE AS FOLLOWS: THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 5.00 FEET IN WIDTH (FOR A TOTAL WIDTH OF 10.00 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 5.00 FEET FROM EACH END OF THE AS-BUILT VAULT(S). THE NUMBER AND LOCATION OF VAULT EASEMENTS WILL BE "AS INSTALLED" DURING THE UTILITY'S INITIAL INSTALLATION OF FACILITIES, AS SHOWN HEREON IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

WATER AND SEWER EASEMENT PROVISION

EASEMENTS ARE HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, AND TO THE NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT (N.E.S.W.D.), OR ITS SUCCESSORS AND ASSIGNS, OVER THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, OF ALL LOTS AND TRACTS, AND, TO N.E.S.W.D. ONLY, OVER, UNDER, ACROSS AND UPON TRACT G AND THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING TRACT G, OF LOTS 12 AND 13, AS SHOWN HEREIN IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERRECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENTS IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT HAVE BEEN APPROVED.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERRECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

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

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

EASEMENT NOTES

- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 2 AND 3 IS TO THE BENEFIT OF THE OWNERS OF LOTS 1 AND 2 OF THIS PLAT AND THE OWNERS OF PARCEL A OF CITY OF SAMMAMISH BLA NUMBER PLN2011-00010, RECORDED UNDER KING COUNTY RECORDING NO. 20110719900004. THE OWNERS OF LOTS 1 THROUGH 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 6 IS TO THE BENEFIT OF THE OWNERS OF LOTS 5 AND 6 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 8 IS TO THE BENEFIT OF THE OWNERS OF LOTS 7 AND 8 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 10 THROUGH 13 AND TRACT F IS TO THE BENEFIT OF THE OWNERS OF LOTS 9 THROUGH 13 OF THIS PLAT AND THE OWNERS OF LOT 2 OF CITY OF SAMMAMISH SHORT PLAT ALTERATION NO. PLN2004-00061, RECORDED UNDER KING COUNTY RECORDING NO. 20041119900003. THE OWNERS OF LOTS 9 THROUGH 13 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON TRACT G AND LOTS 14 THROUGH 16 IS TO THE BENEFIT OF THE OWNERS OF LOTS 14 THROUGH 17. THE OWNERS OF LOTS 14 THROUGH 17 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 18, 19 AND 23 IS TO THE BENEFIT OF THE OWNERS OF LOTS 19, 20 AND 23. THE OWNERS OF LOTS 18 THROUGH 20 AND 23 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 21 IS TO THE BENEFIT OF THE OWNERS OF LOTS 21 AND 22 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 5.00-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON TRACT C IS TO THE BENEFIT OF THE OWNERS OF LOT 26. THE OWNERS OF LOTS 25 AND 26 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 15.00-FOOT PUBLIC STORM DRAINAGE EASEMENT SHOWN ACROSS LOTS 16 AND 17 IS HEREBY GRANTED, UPON RECORDING OF THIS PLAT, TO THE CITY OF SAMMAMISH. THE CITY OF SAMMAMISH IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT. FENCES AND OTHER MAN-MADE OBSTRUCTIONS ARE NOT ALLOWED WITHIN THE EASEMENT AREA. SEE CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT ABOVE.
- THE 5.00-FOOT X 10.00-FOOT PRIVATE WATERLINE EASEMENT SHOWN ACROSS LOT 22 IS TO THE BENEFIT OF THE OWNERS OF LOTS 24 AND 25. THE OWNERS OF LOTS 24 AND 25 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATERLINE FACILITIES WITHIN SAID EASEMENT.
- THE 25-FOOT ACCESS EASEMENT SHOWN ACROSS TRACT D IS HEREBY GRANTED, UPON RECORDING OF THIS PLAT, TO THE CITY OF SAMMAMISH FOR ACCESS TO TRACT F FOR MAINTENANCE AND INSPECTION OF STORM FACILITIES THEREIN. THE 30-FOOT ACCESS EASEMENT (THE OFF-SITE EASEMENT) AS RECORDED UNDER RECORDING NO. 81050200426, RECORDS OF KING COUNTY, WASHINGTON, IS HEREBY GRANTED AND ASSIGNED, UPON RECORDING OF THIS PLAT, TO THE CITY OF SAMMAMISH FOR ACCESS TO TRACT F FOR MAINTENANCE AND INSPECTION OF STORM FACILITIES.

FOR PURPOSES OF TRACT F STORMWATER FACILITY INSPECTION, MAINTENANCE AND REPAIR, THE CITY OF SAMMAMISH SHALL MAINTAIN THE 25-FOOT ACCESS EASEMENT THROUGH TRACT D AND THE 30-FOOT ACCESS EASEMENT AS DESCRIBED ABOVE. ALL OTHER MAINTENANCE WITHIN TRACT D AND THE OFF-SITE EASEMENT SHALL BE THE RESPONSIBILITY OF THE GRAMERCY PARK COMMUNITY ORGANIZATION.

FOR THE PURPOSES OF TRACT F STORMWATER FACILITY INSPECTION, MAINTENANCE AND REPAIR, THE CITY SHALL ACCESS THE SOUTH HALF OF TRACT F UTILIZING THE EASEMENTS DESCRIBED ABOVE IN TRACT D AND THE OFF-SITE EASEMENT TOGETHER WITH THOSE ACCESS EASEMENTS OF RECORD AS RECORDED UNDER RECORDING NO'S 5675761 AND 7612220510.



ENGINEERING · PLANNING · SURVEYING

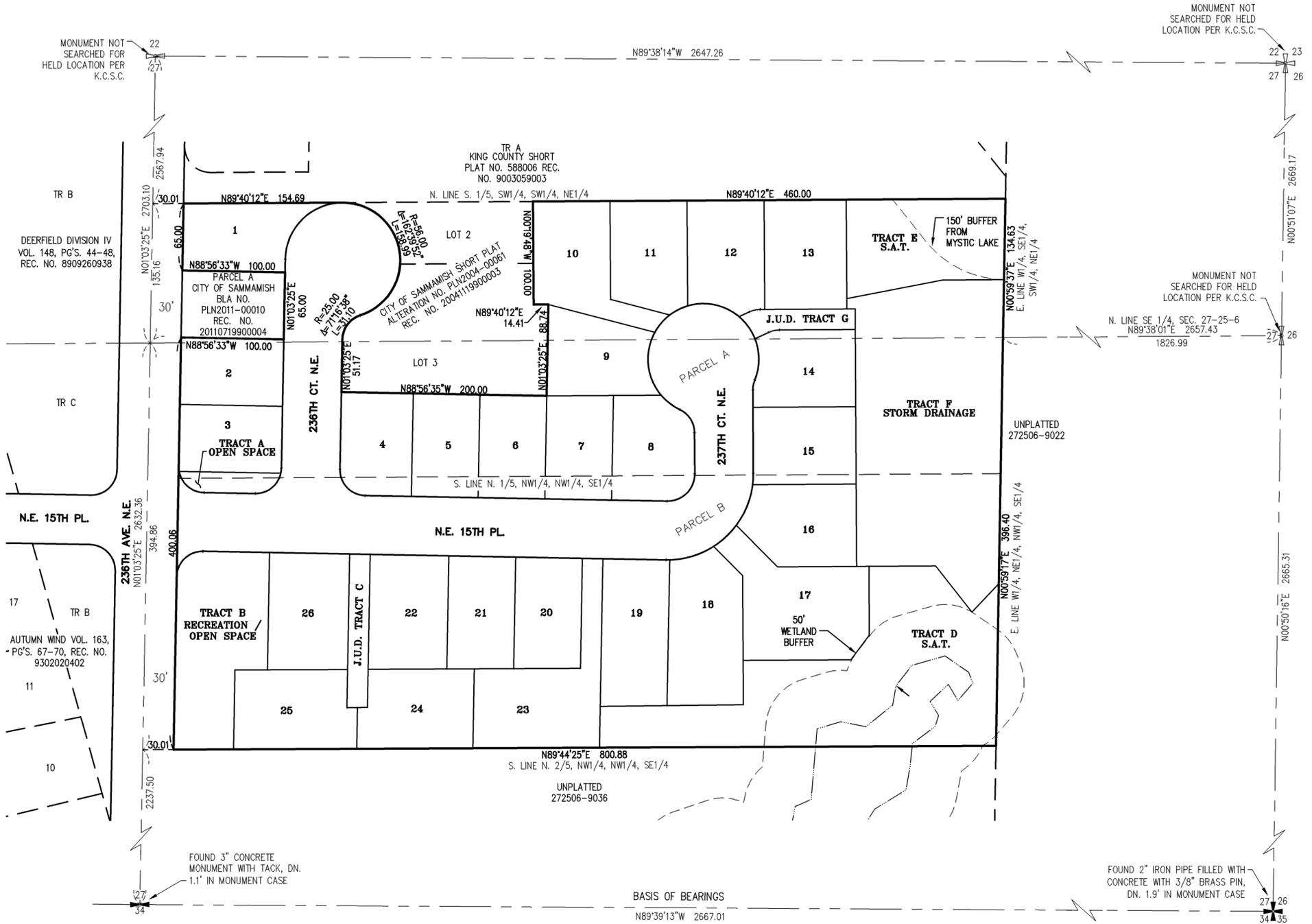
JOB NO. 03125

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

VOL/PG

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY THIRD PLAT CERTIFICATE NO. 1320135 DATED OCTOBER 10, 2011 AND SUPPLEMENTALS THERETO. IN PREPARING THIS MAP, CORE DESIGN HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE CERTIFICATE. CORE DESIGN HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. THE SECTION SUBDIVISION IS BASED ON THE KING COUNTY HORIZONTAL CONTROL NETWORK IN SECTION 27, TOWNSHIP 25 N., RANGE 6 E., W.M.
3. ALL MONUMENTS SHOWN AS FOUND WERE VISITED THE WEEK OF DECEMBER 12, 2003.
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
6. FOR SECTION SUBDIVISION AND ADDITIONAL SURVEY INFORMATION SEE CITY OF SAMMAMISH SHORT PLAT NO. L98S0061, PLN2004-0043, RECORDED UNDER KING COUNTY RECORDING NUMBER 20040723900003.

BASIS OF BEARING

N88°39'13"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SOUTHEAST SECTION CORNER AND THE SOUTH QUARTER CORNER OF SECTION 27-25-6 PER KING COUNTY SURVEY CONTROL (K.C.S.C.) PT NO'S 1405 TO 1406.

REFERENCES

- CITY OF SAMMAMISH SHORT PLAT ALTERATION NO. PLN2004-00061, RECORDED UNDER KING COUNTY RECORDING NO. 20041119900003
- CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2011-00010, RECORDED UNDER KING COUNTY RECORDING NO. 20110719900004

LEGEND

-  SECTION CORNER MONUMENT (AS NOTED)
-  QUARTER SECTION CORNER MONUMENT (AS NOTED)
-  SECTION CORNER POSITION (CALCULATED)
-  QUARTER SECTION CORNER POSITION (CALCULATED)

RESTRICTIONS FOR SENSITIVE AREA TRACTS

DEDICATION OF A SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/SENSITIVE AREA AND BUFFER THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF SAMMAMISH, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF SAMMAMISH OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW.

THE COMMON BOUNDARY BETWEEN THE TRACT/SENSITIVE AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY OF SAMMAMISH PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

BASIS OF BEARINGS
N89°39'13"W 2667.01

MONUMENT NOT SEARCHED FOR HELD LOCATION PER K.C.S.C.

MONUMENT NOT SEARCHED FOR HELD LOCATION PER K.C.S.C.

FOUND 2" IRON PIPE FILLED WITH CONCRETE WITH 3/8" BRASS PIN, DN. 1.9' IN MONUMENT CASE

FOUND 3" CONCRETE MONUMENT WITH TACK, DN. 1.1' IN MONUMENT CASE



SCALE: 1" = 80'



14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING

JOB NO. 03125

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

DEERFIELD DIVISION IV VOL.
148, PG'S. 44-48, REC. NO.
8909260938

TR C

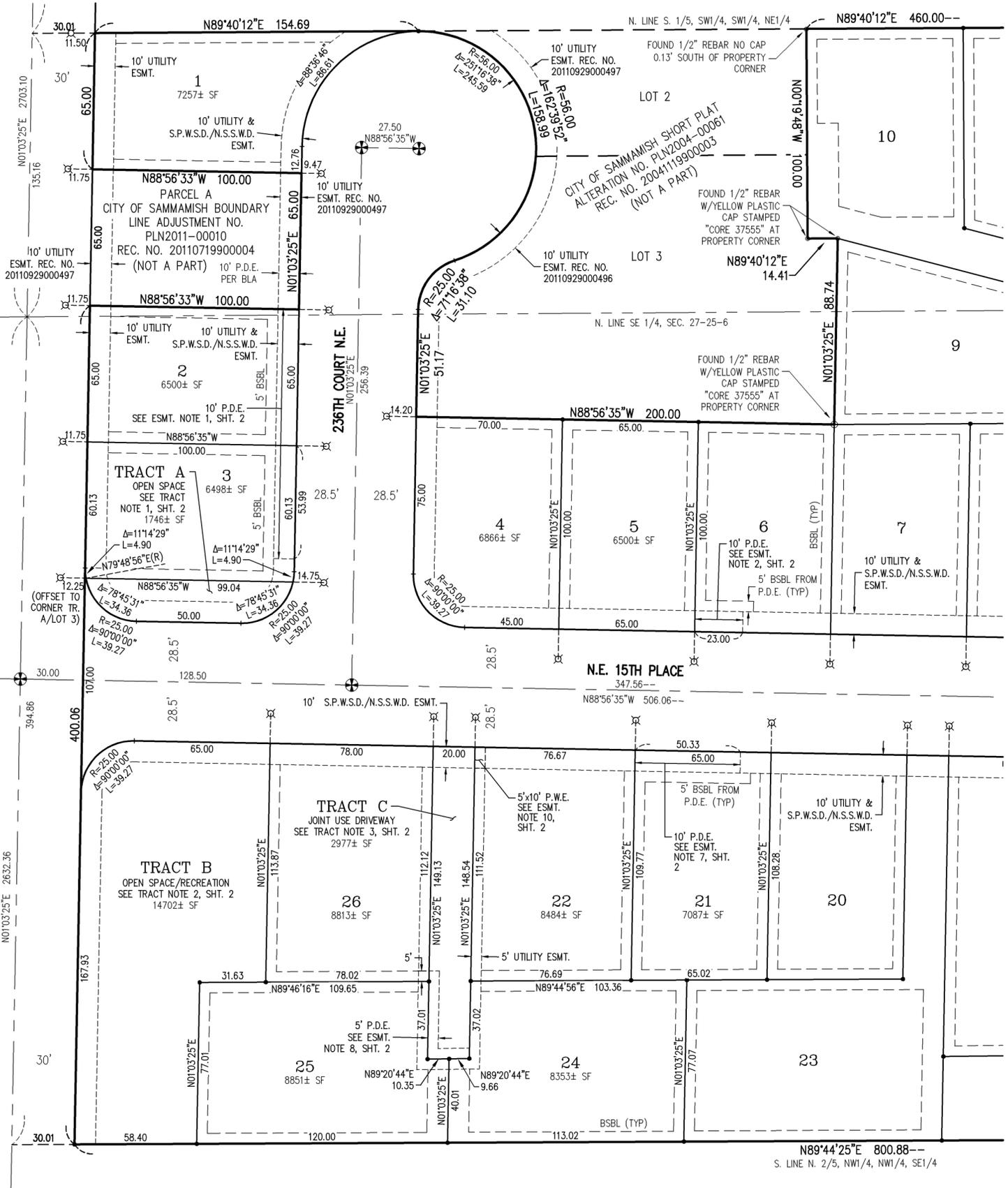
N.E. 15TH PL.

TR B

236TH AVE. N.E.

AUTUMN WIND VOL.
163, PG'S. 67-70,
REC. NO.
9302020402

FOUND 4"x4" CONCRETE-
MONUMENT WITH 1 5/8"
BRASS DISK WITH PUNCH
DOWN 0.6" IN CASE, 0.4
(S) OF CENTERLINE



SEE SHEET 5 FOR CONTINUATION

LEGEND

- ⊗ FOUND MONUMENT AS NOTED.
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "38488" IN MONUMENT CASE.
- FOUND CORNER MARKER AS NOTED
- SET 1/2" REBAR W/YELLOW PLASTIC CAP STAMPED "CORE 38488"
- ⊠ SET TACK WITH WASHER STAMPED "CORE 38488" ON PROPERTY LINE EXTENDED, IN LIEU OF FRONT CORNER, AT 14.25' OFFSET TO FRONT CORNER, UNLESS SHOWN OTHERWISE.
- P.W.E. PRIVATE WATERLINE EASEMENT
- P.D.E. PRIVATE STORM DRAINAGE EASEMENT
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT
- BSBL BUILDING SETBACK LINE (SEE NOTES & RESTRICTIONS 19, SHEET 2)
- UTILITY & S.P.W.S.D./N.S.S.W.D. ESMT. (SEE UTILITY EASEMENT PROVISION & WATER & SEWER EASEMENT PROVISION, SHEET 2)



SCALE: 1" = 40'

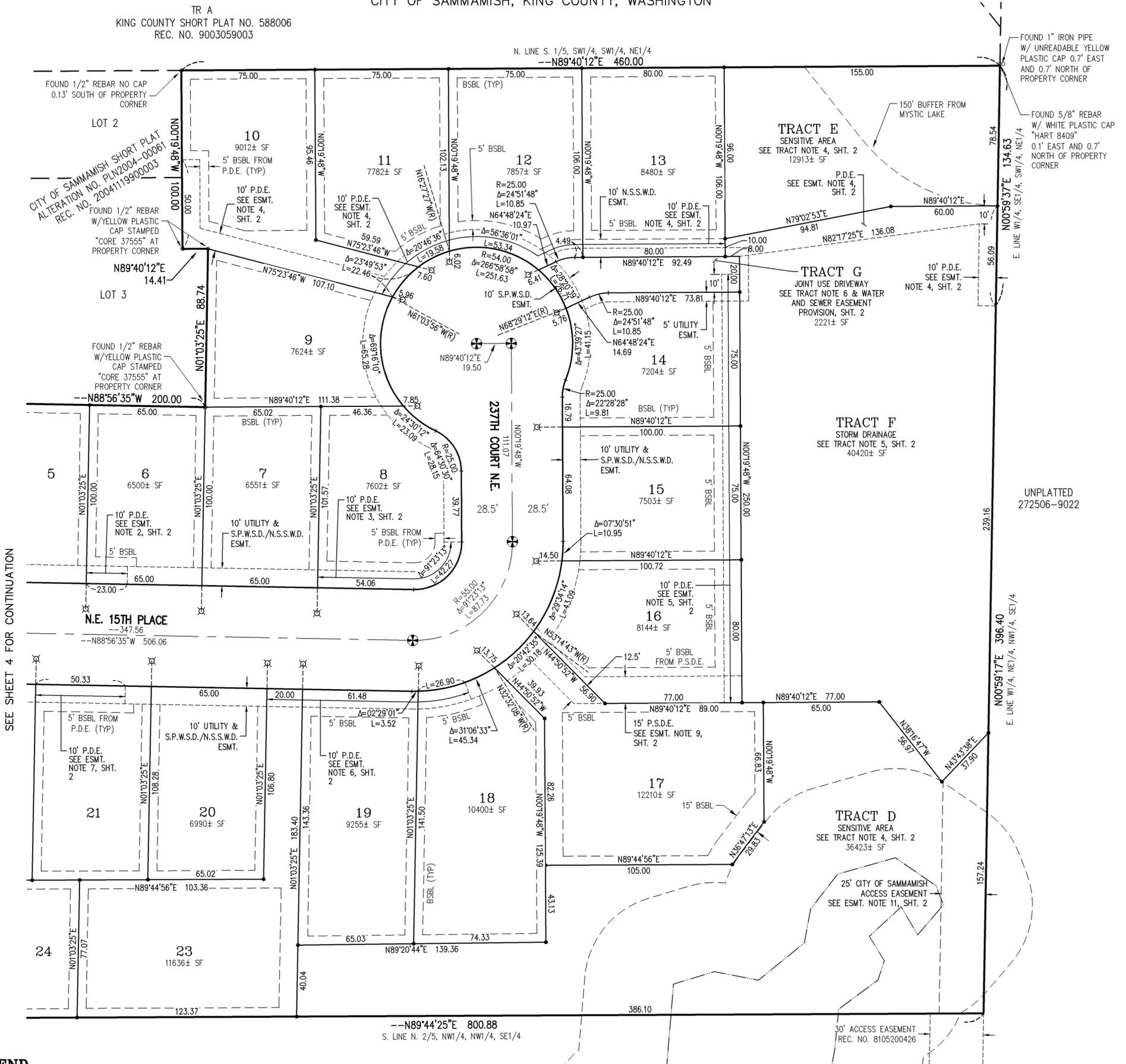


14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING
JOB NO. 03125

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



SEE SHEET 4 FOR CONTINUATION

LEGEND

- ⊗ FOUND MONUMENT AS NOTED.
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "38488" IN MONUMENT CASE.
- FOUND CORNER MARKER AS NOTED
- SET 1/2" REBAR W/YELLOW PLASTIC CAP STAMPED "CORE 38488"
- ⊠ SET TACK WITH WASHER STAMPED "CORE 38488" ON PROPERTY LINE EXTENDED, IN LIEU OF FRONT CORNER, AT 14.25' OFFSET TO FRONT CORNER, UNLESS SHOWN OTHERWISE.
- P.W.E. PRIVATE WATERLINE EASEMENT
- P.D.E. PRIVATE STORM DRAINAGE EASEMENT
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT
- BSBL BUILDING SETBACK LINE (SEE NOTES & RESTRICTIONS 19, SHEET 2)
- UTILITY & S.P.W.S.D./N.S.S.W.D. ESMT. (SEE UTILITY EASEMENT PROVISION & WATER & SEWER EASEMENT PROVISION, SHEET 2)



SCALE: 1" = 40'

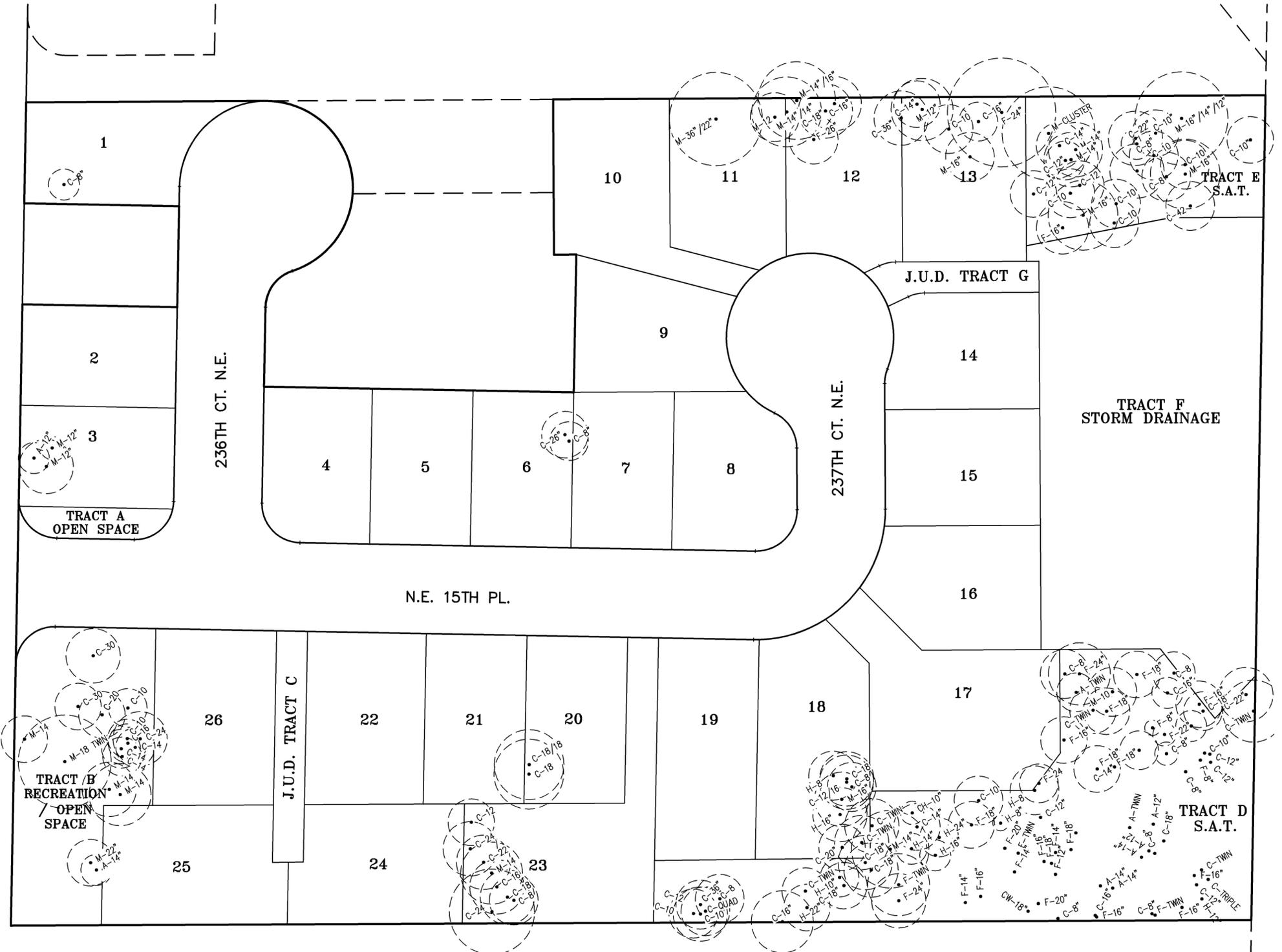


14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING
JOB NO. 03125

GRAMERCY PARK

PORTIONS OF THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



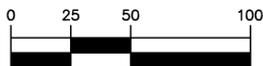
LEGEND

• TREES TO BE SAVED
(WITH TRUNK DIAMETER IN INCHES)

- A ALDER
- AP APPLE
- C CEDAR
- CW COTTONWOOD
- DEC UNKNOWN DECIDUOUS
- F FIR
- H HEMLOCK
- M MAPLE
- PL POPLAR
- SP SPRUCE



SCALE: 1" = 50'



TREE RETENTION NOTE

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

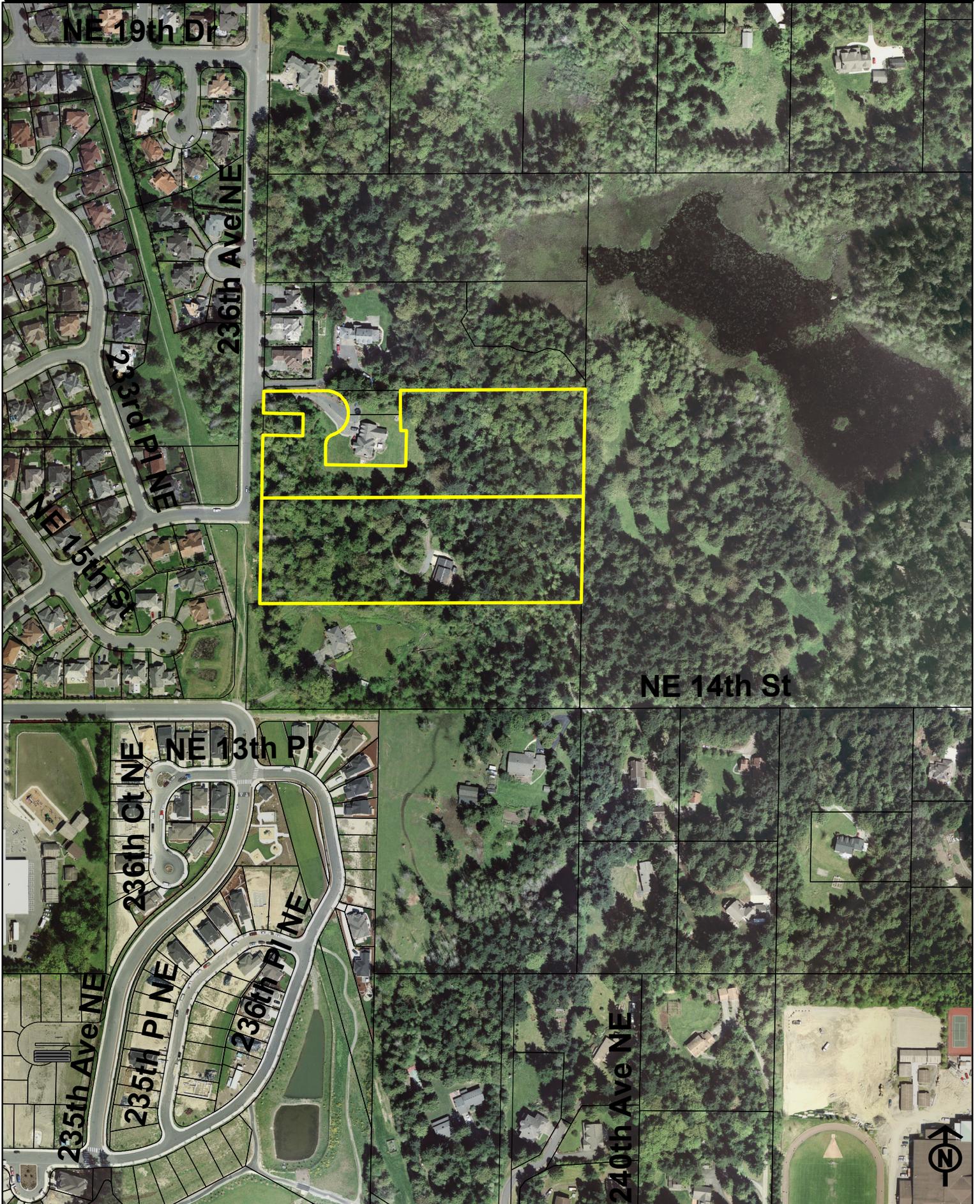


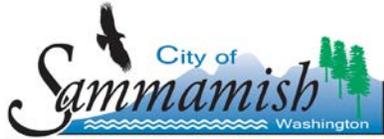
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING

JOB NO. 03125

Gramercy Park





City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 10, 2012

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: SE 20th Street Non-motorized Improvement Project
Final Project Acceptance

Action Required: Approve the final contract amount with Premium Construction Group, Inc. of Lake Stevens, Washington for the base amount of \$1,556,715.82, plus change order and bid item quantity increases and decreases, which resulted in a final contract amount of \$1,767,035.10.

Accept construction of SE 20th Street Non-motorized Improvement project, as of January 17, 2012.

Exhibits:

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

Budget: \$2,282,831 in the adopted project budgets contained within the Transportation Capital Improvement Fund between 2009 and 2012. The project was completed within budget.

Summary Statement:

All work under this contract has been completed in accordance with the plans and specifications approved by the City Engineer. The recommended action approves the final contract amount and constitutes the final acceptance of the work.

No contractor filed claims against the City have been approved at this time due to failure to comply with mandatory contractual noticing procedures on the part of the contractor. Premium Construction Group has indicated that they intend to file a lawsuit for unclaimed damages during construction and have chosen to omit their signature from the final contract voucher certificate.

Background:

At the December 1, 2009 regular meeting, City Council authorized the City Manager to award and execute a construction contract to Premium Construction Group, Inc., the lowest responsive and responsible bidder for construction of the SE 20th Street Non-motorized Improvement project from 212th Avenue SE to 228th Avenue NE in the amount of \$1,556,715.82 and administer a construction contingency in the amount of \$233,507.18 for a total of \$1,790,223. The work began on March 16, 2010



City Council Agenda Bill

and was substantially completed on December 15, 2010. The construction management for this project was performed in house by Public Works staff with assistance from CH2M Hill, AECOM and the Watershed Company.

The SE 20th Street Non-Motorized Improvement Project provided a sidewalk on the north side of SE 20th Street, connecting existing sidewalks on 212th Avenue SE and 228th Avenue SE. The project included eastbound and westbound colored bicycle lanes, LID techniques for stormwater facilities, rockeries, roadway reconstruction, and a new asphalt overlay. A plan to create and enhance wetlands in Pine Lake Park for mitigation of wetland impacts along the SE 20th Street corridor was also implemented as part of the construction.

While this project was substantially completed in December 2010, the final completion is being requested only after completion of a one year landscape maintenance requirement.

Financial Impact:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures is listed below:

Construction Costs

Original Construction Contract (C2009-180)	\$	1,556,716
Change Orders	\$	210,319
Final Contract Contract [subtotal]	\$	1,767,035
Easement and Right of Way Acquisition	\$	900
Construction Inspection (C2010-138)	\$	10,232
Construction Engineering (C2008-164)	\$	46,000
Wetland Mitigation Inspection (C2010-109)	\$	10,082
Miscellaneous	\$	65,472
Total	\$	1,899,721

The cost of the construction of SE 20th Street Non-Motorized Improvement Project plus the proposed construction contingency was partially reimbursed by the Public Works Board Urban Vitality Grant Program and supplemented by the Non-Motorized Transportation Improvement Program. The total amount received from the Public Works Board Urban Vitality Grant Program was \$801,522.29. Therefore the net construction cost paid for by City funds is \$1,098,198.71.

Recommended Motion:

Approve the final contract amount with Premium Construction Group, Inc. of Lake Stevens, Washington, for the base amount of \$1,556,715.82, plus change order and bid item quantity increases and decreases, which resulted in a final contract amount of \$1,767,035.10 and adopt Resolution No. R2012-____ accepting construction of the SE 20th Street Non-motorized Improvement project as complete as of January 17, 2012.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH
SE 20th STREET NON-MOTORIZED IMPROVEMENT
PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of December 1, 2009 the City Council authorized the City Manager to enter into a contract with the lowest bidder for the project SE 20th Street Non-motorized Improvement; and

WHEREAS, the City Manager entered into a contract with Premium Construction Group, Inc. on December 3, 2009; and

WHEREAS, the project was substantially completed by the contractor on December 15, 2010;

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

Section 1. Acceptance of the project SE 20th Street Non-motorized Improvement as Complete. The City of Sammamish hereby accepts the project Se 20th Street Non-motorized Improvement as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE _____ DAY OF JANUARY 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 11, 2012

Passed by the City Council: _____, 2012

Resolution No.: R2012-___



Final Contract Voucher Certificate

Contractor Premium Construction Group, Inc.			
Street Address 12014 20th Street SE			
City Lake Stevens	State WA	Zip 98258	Date 12/27/11
City Project Number N/A	Federal Aid Project Number N/A	City Contract Number C2009-180	
Contract Title SE 20th Street Non-motorized Improvement Project			
Date Work Physically Completed August 3, 2011		Final Amount \$ 1,767,035.10	

Contractor's Certification

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

X

Contractor Authorized Signature Required

Print Signature Name

Subscribed and sworn to before me this _____ day of _____ 20 _____

X

Notary Public in and for the State of _____

residing at _____

City of Sammamish

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

Approved Date 1/10/12

X Tu Dad
Project Engineer/Project Administrator

X [Signature]
City Engineer

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



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

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: 2011 Pavement Patching project, Contract C2011-192
Final Project Acceptance

Action Required: Adopt Resolution 2012-___ accepting the 2011 Pavement Patching project as complete.

- Exhibits:**
1. Resolution of Project Acceptance
 2. Final Contract Voucher Certificate

Budget: \$3,000,000 is budgeted in the adopted 2011 Roadway Overlay Program (Street Fund). This project was completed within budget.

Summary Statement:

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

Background:

The focus of this project was to repair localized pavement failures on various city streets. All design and construction administration work was completed by Public Works Engineering Staff. Authorization for this project was given by Council at the July 18, 2011 regular meeting. Council authorized the City Manager to award and execute a contract up to an amount of \$110,000 and administer a 10% contingency. The project was awarded to Northwest Asphalt, Incorporated, the lowest responsible bidder for an amount of \$69,799.

Financial Impact:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures is listed below. A change order was authorized to account for field adjustments to localized repair limits.

Construction Costs

Original Construction Contract (C2011-192)	\$ 69,799.00
Change Orders	\$ 2,235.53
Final Contract Total	\$ 72,034.53



City Council Agenda Bill

Recommended Motion:

Approve the contract (C2011-192) with Northwest Asphalt, Inc. as complete and adopt Resolution No. R2012- ____ accepting construction of the 2011 Pavement Patching project as complete as of January 4, 2012.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2011 PAVEMENT PATCHING
AS COMPLETE.**

WHEREAS, at the Regular Council meeting of July 18, 2011 the City Council authorized the City Manager to enter into a contract with the lowest bidder for the project 2011 Pavement Patching; and

WHEREAS, the City Manager entered into Contract C2011-192 for construction of the 2011 Pavement Patching with Northwest Asphalt, Inc, on November 3, 2011; and

WHEREAS, the project was substantially completed by the contractor on December 2, 2011; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2011 Pavement Patching Project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF JANUARY 2012**

CITY OF SAMMAMISH

Mayor Tomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

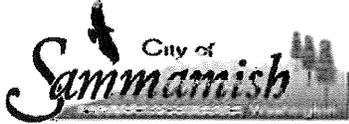
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 11, 2012

Passed by the City Council: _____, 2012

Resolution No.: R2012-____

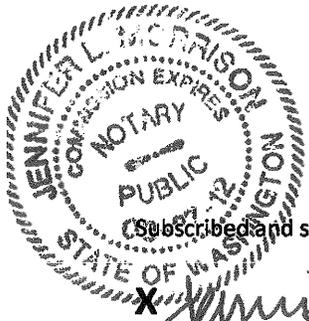


Final Contract Voucher Certificate

Contractor Northwest Asphalt, Inc.			
Street Address P.O. Box 2260			
City Renton	State WA	Zip 98056	Date 12/30/11
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2011-192	
Contract Title 2011 Pavement Patching			
Date Work Physically Completed 12/2/11		Final Amount \$ 72,034.53	

Contractor's Certification

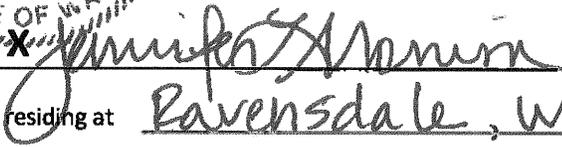
I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented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



X 
 Contractor Authorized Signature Required

JOSEPH GILL
 Print Signature Name

Subscribed and sworn to before me this 3rd day of January 20 12

X  Notary Public in and for the State of WA
 residing at Ravensdale, WA

City of Sammamish

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

X 
 Project Engineer/Project Administrator

Approved Date 1/4/2012
X 
 City Engineer

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



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

Originating Department: Public Works

Clearances:

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

Subject: Inglewood Hill Road Non-Motorized Improvement Project – Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with The Blueline Group, LLC for Engineering and Professional Services for design of the Inglewood Hill Road Non-Motorized Improvements

Exhibits: 1. Agreement for Services

Budget: \$800,000 in the adopted 2011-2012 budget for this project (Transportation Capital Improvement Fund).

Summary Statement:

This contract agreement will provide engineering design and bid documents for non-motorized facilities along the south side of NE Inglewood Hill Road from 216th Avenue NE to 222nd Avenue NE. The purpose of the project is to improve pedestrian and bicycle safety along this corridor within the City.

Background:

Council confirmed this project during the Citywide Non-Motorized Program Discussions on June 15, 2010, and again during the development of the 2011 and 2012 budget. This project is included in the 2012-2017 Six Year Transportation Improvement Program. The south side of Inglewood Hill Road will receive widened shoulders, curb, gutter, sidewalk and a planter strip, as well as additional lighting mounted on the power poles. Widening the south side instead of the north side will reduce costs related to cut walls and culvert crossings, while preserving significant numbers of trees on the north side of Inglewood. The project will also address a narrow shoulder over a short distance on the north side opposite NE 6th Court, fronting an existing storm pond. These items are consistent with the discussion with City Council at the December 13, 2011 meeting.

These improvements will improve non-motorized connectivity between Inglewood neighborhoods and the City's commercial center and new EX3 Teen and Recreation Center. Construction is planned to begin this summer.



City Council Agenda Bill

Financial Impact:

A placeholder of \$800,000 was included in the 2012 Transportation Capital Improvement Fund for this non-motorized project. As discussed with Council at the December 13, 2011 Study Session, construction costs are estimated to exceed this budgeted placeholder amount. Consequently, staff intends to request additional appropriation from the Transportation Improvement Fund in conjunction with authorization of the construction contract. The planned project budget is shown below:

Budget Breakdown	
Design	\$ 110,900
Construction	\$ 925,000
Total Estimated Project Budget	\$ 1,035,900

Recommended Motion:

Move to authorize the City Manager to execute a contract with the Blueline Group, LLC, for an amount of \$100,900 plus a management reserve fund in the amount of \$10,000 for a total not to exceed contract of \$110,900 for Engineering and Professional Services in association with the Inglewood Hill Road Non-Motorized Improvement project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: The Blueline Group, LLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and The Blueline Group, LLC, 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 \$110,900

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 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:

Jed Ireland
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0563
Email: jireland@ci.sammamish.wa.us

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

Company Name The Blueline Group, LLC
Contact Name Ken Lauzen, Principal
Street Address 25 Central Way, Suite 400
City, State Zip Kirkland, WA 98033
Phone Number 425.216.4051
Email klauzen@thebluelinegroup.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: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit 1

Exhibit "A" to the City of Sammamish Agreement for Services between The City of Sammamish and The Blueline Group, LLC for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

PROJECT DESCRIPTION

The Blueline Group, LLC ("Blueline") will provide engineering services for the City of Sammamish's Inglewood Hill Road Sidewalk Project ("Project") generally consisting of the following:

- Sidewalk improvements and shoulder widening along Inglewood Hill Road, including storm drainage design, curb and gutter, sidewalk, planter strip, bike lanes (restripe) and fill walls.

The Project area generally includes the following area:

- Sidewalk improvements on the south side of Inglewood Hill Road from 216th Avenue NE to 222nd Avenue NE.
- Shoulder widening on the north side of Inglewood Hill Road east of 222nd Place NE for approximately 350 LF centered upon and directly adjacent to the storm detention tract opposite NE 6th Court.

As outlined herein, Blueline will provide topographic base mapping, geotechnical investigations, design drawings, specifications, engineer's estimates (PS&E), and bidding services.

TASK SUMMARY

Task 001	PROJECT MANAGEMENT
Task 002	SURVEY & BASE MAPPING
Task 003	GEOTECHNICAL EXPLORATIONS
Task 004	PRELIMINARY DESIGN
Task 005	60% DESIGN
Task 006	90% DESIGN
Task 007	FINAL DESIGN
Task 008	PERMITTING SUPPORT
Task 009	BIDDING ASSISTANCE
Task 010	EXPENSES
Task 011	UNASSIGNED SERVICES RESERVE

PROJECT SCHEDULE

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the following general Project Schedule. This schedule reflects the City's desire to complete design as soon as possible and complete construction in 2012. Key dates include:

Notice to Proceed	January 2012
Survey & Base Mapping.....	January/February 2012
Geotechnical Explorations	January/February 2012
Preliminary Design Submittal.....	early March 2012
60% Design Submittal	late March 2012
90% Design Submittal	late April 2012
Final Design Submittal.....	mid May 2012
Bidding & Award.....	May/June 2012
Construction Begins.....	July 2012
Construction Ends.....	October 2012

Exhibit 1

Exhibit "A" to the City of Sammamish Agreement for Services
between The City of Sammamish and The Blueline Group, LLC
for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

SCOPE OF WORK

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

Task 001 – PROJECT MANAGEMENT Not to Exceed: \$8,700

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance. Blueline will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: *Monthly Invoices, Progress Reports*

Task 002 – SURVEY & BASE MAPPING Not to Exceed: \$18,000

Under this task, Axis Survey and Mapping will prepare base mapping of the specified project area roughly defined in the Project Description above.

An Autocad drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification. This task includes:

- Providing control survey in NAD 83/91 Horizontal Datum, with elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieving, interpreting, and including existing as-builts as readily available from local agencies and purveyors.
- Establishing right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to King County GIS lines.
- Establishing lot lines for adjacent parcels from King County Parcel GIS lines.
- Providing parcel numbers for adjacent properties including on the base maps.
- Setting five (5) additional elevation benchmarks on or adjacent to site.
- Depicting hard and soft surfaces on individual layers per accepted APWA standards.
- Showing and dimensioning located topographic features and contours at 1' intervals along subject area.
- Showing known utilities by surface evidence, utility pre-marks, and/or as-built locations.
- Coordination and contracting with a private locate service for utility pre-marks along route. (These fees estimated at \$1,500 and are included herein.)
- Providing the location, species, and size (DBH) of significant trees within described project area per Sammamish Municipal Code.

Assumptions: *Independent verification of individual property lines is not necessary and will not be performed.*

Except for the portion of the project east of 222nd Place NE, mapping will only extend to the north edge of pavement.

At the roundabout at 216th Avenue NE, mapping either north or south of the splitter islands is not included.

Deliverables: *Autocad 2007.dwg files along with point database and dtm files of digital mapping data of same.*

Exhibit "A" to the City of Sammamish Agreement for Services
between The City of Sammamish and The Blueline Group, LLC
for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Task 003 – GEOTECHNICAL EXPLORATIONS..... Not to Exceed: \$12,400

Associated Earth Sciences, Inc. (AESI) will complete field explorations and provide their findings and infiltration rates for the areas specified in the Project Description above. This task includes:

- Using a subcontracted drill rig to place up to seven (7) exploration borings (approximately every 300 feet) to obtain preliminary soil data to a maximum depth of 15 feet.
- Providing traffic control.
- Applying for the necessary ROW permits prior to the exploration phase.
- Collecting and testing up to five (5) samples for gradation and an estimation of infiltration rate suitable for infiltration drainage design sizing based upon grain size distribution.
- Providing a soils report that includes boring logs, laboratory test results (moisture content, maximum density, particle size distribution), and recommendations (backfill, mitigation of unsuitable soils, excavation, and temporary slopes, erosion control, and dewatering as needed).
- Providing a design cross section for reinforced earth fill walls up to a height of 10 feet.

Assumptions: *No installations piezometers will be made in the borings.
If hand auger methods are employed versus using a drill rig, AESI would place up to seven (7) explorations to a maximum depth of five (5) feet or refusal (whichever comes first) and would result in a cost savings of \$5,000 from the Task 003 Not to Exceed total.*

Deliverables: *Two hard copies and one electronic copy of final soils report (to accompany Preliminary Design Submittal and inserted into the Drainage Report).*

Task 004 – PRELIMINARY DESIGN Not to Exceed: \$12,300

Using the base maps prepared in Task 002 and the geotechnical recommendations prepared in Task 003, Blueline will provide the City with Preliminary Design recommendations, plans, Drainage Report, and Engineer’s Opinion of Probable Construction Cost for the Project. This will include:

- Attending and conducting a Kick-off Meeting with the City.
- Reviewing available survey information and conducting site visits as necessary to determine up to two (2) alternatives and a recommendation for the most efficient, cost effective alignment, including assessment of utility conflicts, drainage options, and fill walls.
- A Preliminary Drainage Report assessing drainage requirements but not including detailed information for all sections at this time.
- Outline Specifications including the City’s front end Contract Provisions, the City’s boilerplate typical Special Provisions, and placeholders for anticipated specific Special Provisions.

Deliverables: *Roll Plot showing the entire alignment.
Exhibit for Open House including Aerial Photo.
Preliminary Design Drainage Report (3 hard copies).
Outline Specifications (3 hard copies).
Email accompanying the submittal that outlines assumptions, questions, and recommendations (Email).*

**Exhibit "A" to the City of Sammamish Agreement for Services
between The City of Sammamish and The Blueline Group, LLC
for the Inglewood Hill Road Sidewalk Project dated January 7, 2012**

Task 005 – 60% DESIGN Not to Exceed: \$15,800

Based on City review comments and selected alternative from the Preliminary Design stage, Blueline will proceed to the 60% Design stage, including:

- Project walk-through with City Engineering and Maintenance staff.
- Review meeting with City staff.
- Incorporating City's Preliminary Design comments into the Contract Documents.
- Plan sheets for the proposed improvements, including:
 - Horizontal alignment of the improvements (shown in plan view only at this stage).
 - Sheets at 22"x34" with roughly an 18"x28" drawing area.
 - Drawing scale at 1"=20' horizontal and 1"=5' vertical.
 - Cover Sheet, General Notes, and Sheet Index.
 - Temporary erosion and sedimentation control (TESC) notes and details.
 - Proposed improvements shown in plan & profile per City standards.
 - Storm Drainage Plans and Details.
 - Roadway Sections.
 - MSE Wall plan and profiles.
 - Preliminary Channelization/Signage Plan.
 - Preliminary Street Tree/Landscape Plan.
 - Preliminary details necessary shown, referencing WSDOT standard details and developing specialized details as necessary.
- Refined Drainage Report.
- Preparing full Specifications book, including draft Special Provisions as necessary.
- A Preliminary Engineer's Opinion of Probable Construction Cost including quantities and a large contingency at this stage.
- Sending plans to impacted utility providers for review and comment.
- Providing an updated design schedule if necessary.
- Internal Constructability review and QA/QC.

Deliverables: *60% Design Plans (3 hard copy sets at 11"x17").*
 60% Drainage Report (3 hard copies).
 60% Design Specifications (3 hard copies).
 60% Engineer's Opinion of Probable Construction Cost (3 hard copies).
 Updated Design Schedule if necessary (3 hard copies).
 Email accompanying the submittal that outlines assumptions, questions, and recommendations (Email).

Exhibit 1

Exhibit "A" to the City of Sammamish Agreement for Services
between The City of Sammamish and The Blueline Group, LLC
for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Task 006 – 90% DESIGN Not to Exceed: \$15,600

Based on City review comments from the 60% Design stage, Blueline will proceed to the 90% Design stage, including:

- Review meeting with City staff.
- Incorporating City's 60% comments into the Contract Documents.
- Complete plan set with Cover Sheet, General Notes, Plans and Profiles, and Detail Sheets.
- Refining the Drainage Report.
- Refining the full Specifications book.
- Refining the Engineer's Opinion of Probable Construction Cost.
- Providing an updated design schedule if necessary.
- Internal Constructability review and QA/QC.

Deliverables: 90% Design Plans (3 hard copies sets at 11"x17").
90% Drainage Report (3 hard copies).
90% Design Specifications (3 hard copies).
90% Engineer's Opinion of Probable Construction Cost including Quantity Take-Off Sheets (3 hard copies).
Updated Design Schedule if necessary (MS Project electronic file).
Email accompanying the submittal that outlines assumptions, questions, and recommendations (Email).

Task 007 – FINAL DESIGN Not to Exceed: \$13,400

Based on City review comments from the 90% Design stage, Blueline will proceed to producing the Final Design (Bid Documents), including:

- Review meeting with City staff.
- Incorporating City's 90% comments into the contract documents.
- Final Plans, Specifications, and Engineer's Opinion of Probable Construction Cost (PS&E).
- Internal QA/QC.

Deliverables: Final Design Plans (2 signed, stamped hard copies at 22"x34" and PDFs for the City to upload to Builder's Exchange for bidding).
Final Drainage Report (2 signed, stamped hard copies and a PDF for the City to upload to Builder's Exchange for bidding).
Final Design Specifications (2 signed, stamped hard copies and a PDF for the City to upload to Builder's Exchange for bidding).
Final Engineer's Opinion of Probable Construction Cost including Quantity Take-Off Sheets (1 hard copy and a PDF).

Task 008 – BIDDING ASSISTANCE..... Not to Exceed: \$1,800

Blueline will provide assistance to the City during the bidding process by responding to questions from prospective bidders if necessary.

Exhibit 1

Exhibit "A" to the City of Sammamish Agreement for Services
between The City of Sammamish and The Blueline Group, LLC
for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Task 009 – EXPENSES..... Not to Exceed: \$2,900

The fees stated above do not include reimbursable expenses such as large format copies (larger than letter/legal size), mileage, and plots. These items will be billed under Task 009.

Task 010 – UNASSIGNED SERVICES RESERVE..... Not to Exceed: \$10,000

This task provides for unanticipated services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City. Fee estimate is based on ±10% of Tasks 001 – 008.

Deliverables: None yet identified.

GENERAL ASSUMPTIONS & NOTES

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
 - Various email correspondence with the City of Sammamish November/December 2011.
 - NE Inglewood Hill Road Non-Motorized Improvements Exhibit provided by the City of Sammamish via email December 15, 2011.
- This proposal does not include any of the following:
 - Overlay of the existing roadway.
 - Profile modifications to Inglewood Hill Road.
 - Improvements on the north side of west of 222nd Place NE.
 - Off-site (outside of right-of-way) drainage design or survey.
 - ROW acquisition or offsite easements.
 - Environmental assessment/mitigation.
 - Grading permit, SEPA, NPDES, or SWPPP. (Not anticipated necessary.)
 - Lighting design (City to coordinate separately with Intolight regarding lighting installation on existing poles if necessary).
 - Construction Administration, Staking, or Inspection Services (A separate fee proposal can be provided upon request).
- Agency fees (if any) are not included as part of the fees outlined above.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Client revisions requested after the work is completed will be billed as Time and Expense under a new task called **Client Requested Revisions**. A fee estimate can be provided to the Client prior to proceeding with the revisions.

EXHIBIT 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: The Blueline Group, LLC

Mailing Address: 25 Central Way, Suite 400
 Kirkland, WA 98033

Telephone: 425-216-4051

Email Address: klauzen@thebluelinegroup.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: Inglewood Hill Non-Motorized, Acct. # 340-406-595-62-63-00

 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: 340-406-595-62-63-00
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)

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services
 between The City of Sammamish and The Blueline Group, LLC
 for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Inglewood Hill Road Sidewalk Project for the City of Sammamish

Job Number: 11-144
 Date: January 7, 2012

Prepared By: Ken Lauzen
 Checked By: Sam Fowler

Task #	Base Tasks	Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter		Total Hours	Total Cost	Total Cost (Rounded)
		\$155/hr		\$130/hr		\$110/hr		\$90/hr				
		Hours		Hours		Hours		Hours				
001	Project Management	46	\$ 7,130	12	\$ 1,560	0	\$ -	0	\$ -	58	\$ 8,690	\$ 8,700
002	Survey & Base Mapping										\$ 17,960	\$ 18,000
003	Geotechnical Explorations										\$ 12,363	\$ 12,400
004	Preliminary Design	20	\$ 3,100	0	\$ -	64	\$ 7,040	24	\$ 2,160	108	\$ 12,300	\$ 12,300
005	60% Design	20	\$ 3,100	40	\$ 5,200	42	\$ 4,620	32	\$ 2,880	134	\$ 15,800	\$ 15,800
006	90% Design	12	\$ 1,860	40	\$ 5,200	42	\$ 4,620	44	\$ 3,960	138	\$ 15,640	\$ 15,600
007	Final Design	14	\$ 2,170	40	\$ 5,200	32	\$ 3,520	28	\$ 2,520	114	\$ 13,410	\$ 13,400
008	Bidding Assistance	4	\$ 620	8	\$ 1,040	0	\$ -	2	\$ 180	14	\$ 1,840	\$ 1,800
009	Expenses										\$ 2,875	\$ 2,900
010	Unassigned Services Reserve										\$ 9,800	\$ 10,000
TOTAL		116	\$ 17,980	140	\$ 18,200	180	\$ 19,800	130	\$ 11,700	566	\$ 110,678	\$ 110,900

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services
 between The City of Sammamish and The Blueline Group, LLC
 for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Inglewood Hill Road Sidewalk Project for the City of Sammamish

001 Project Management		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter			
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Project Meetings	12.0	\$ 1,860	12.0	\$ 1,560	0.0	\$ -	0.0	\$ -	24.0	\$ 3,420
2	Monthly Invoices / Progress Reports	10.0	\$ 1,550	0.0	\$ -	0.0	\$ -	0.0	\$ -	10.0	\$ 1,550
3	QA /QC	12.0	\$ 1,860	0.0	\$ -	0.0	\$ -	0.0	\$ -	12.0	\$ 1,860
4	General Project Coordination	8.0	\$ 1,240	0.0	\$ -	0.0	\$ -	0.0	\$ -	8.0	\$ 1,240
5	Subconsultant Coordination	4.0	\$ 620	0.0	\$ -	0.0	\$ -	0.0	\$ -	4.0	\$ 620
Total		46.0	\$ 7,130	12.0	\$ 1,560	0.0	\$ -	0.0	\$ -	58.0	\$ 8,690
										001 Not to Exceed \$ 8,700	

002 Survey & Base Mapping				Total Cost (Per Axis)	Blueline Markup*		
Item #	Description				15%		TOTAL FEE
				Not to Exceed	Lump Sum		
1	Survey & Base Mapping			\$ 16,400	\$ 1,560		\$ 17,960
Total				\$ 16,400	\$ 1,560		\$ 17,960
						002 Not to Exceed \$ 18,000	

* Per conversation w/ City, 15% not included on the additional \$6,000 to go from 2-foot contours to 1-foot contours

003 Geotechnical Explorations				Total Cost (Per AESI)	Blueline Markup		
Item #	Description				15%		TOTAL FEE
				Not to Exceed	Lump Sum		
1	Field Explorations and Letter Support			\$ 10,750	\$ 1,613		\$ 12,363
Total				\$ 10,750	\$ 1,613		\$ 12,363
						003 Not to Exceed \$ 12,400	

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services
 between The City of Sammamish and The BlueLine Group, LLC
 for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Inglewood Hill Road Sidewalk Project for the City of Sammamish

004 Preliminary Design		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter			
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL	TOTAL
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
1	Kick-Off Meeting (Including Prep Time)	4.0	\$ 620	0.0	\$ -	4.0	\$ 440	0.0	\$ -	8.0	\$ 1,060
2	Information Gathering and Assessment	4.0	\$ 620	0.0	\$ -	8.0	\$ 880	0.0	\$ -	12.0	\$ 1,500
3	Preliminary Layout Development	4.0	\$ 620	0.0	\$ -	16.0	\$ 1,760	12.0	\$ 1,080	32.0	\$ 3,460
4	Drainage Design Alternatives	4.0	\$ 620	0.0	\$ -	16.0	\$ 1,760	8.0	\$ 720	28.0	\$ 3,100
5	Preliminary Drainage Report	2.0	\$ 310	0.0	\$ -	12.0	\$ 1,320	4.0	\$ 360	18.0	\$ 1,990
6	Preliminary Design Specifications	2.0	\$ 310	0.0	\$ -	8.0	\$ 880	0.0	\$ -	10.0	\$ 1,190
Total		20.0	\$ 3,100	0.0	\$ -	64.0	\$ 7,040	24.0	\$ 2,160	108.0	\$ 12,300
004 Not to Exceed										\$ 12,300	

005 60% Design		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter			
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL	TOTAL
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
1	Project Walk-through with City	4.0	\$ 620	4.0	\$ 520	6.0	\$ 660	0.0	\$ -	14.0	\$ 1,800
2	60% Design Plans	8.0	\$ 1,240	16.0	\$ 2,080	24.0	\$ 2,640	24.0	\$ 2,160	72.0	\$ 8,120
3	60% Drainage Report	2.0	\$ 310	4.0	\$ 520	8.0	\$ 880	2.0	\$ 180	16.0	\$ 1,890
4	60% Design Specifications	4.0	\$ 620	8.0	\$ 1,040	2.0	\$ 220	0.0	\$ -	14.0	\$ 1,880
5	60% Engineer's opinion of Probable Costs	2.0	\$ 310	4.0	\$ 520	2.0	\$ 220	4.0	\$ 360	12.0	\$ 1,410
6	Utility Coordination	0.0	\$ -	4.0	\$ 520	0.0	\$ -	2.0	\$ 180	6.0	\$ 700
Total		20.0	\$ 3,100	40.0	\$ 5,200	42.0	\$ 4,620	32.0	\$ 2,880	134.0	\$ 15,800
005 Not to Exceed										\$ 15,800	

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services
 between The City of Sammamish and The BlueLine Group, LLC
 for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Inglewood Hill Road Sidewalk Project for the City of Sammamish

006		90% Design		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter			
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL HRS	TOTAL FEE		
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE				
1	90% Design Plans	4.0	\$ 620	16.0	\$ 2,080	32.0	\$ 3,520	40.0	\$ 3,600	92.0	\$ 9,820		
2	90% Drainage Report	1.0	\$ 155	4.0	\$ 520	8.0	\$ 880	2.0	\$ 180	15.0	\$ 1,735		
3	90% Design Specifications	6.0	\$ 930	16.0	\$ 2,080	0.0	\$ -	0.0	\$ -	22.0	\$ 3,010		
4	90% Engineer's Opinion of Probable Costs	1.0	\$ 155	4.0	\$ 520	2.0	\$ 220	2.0	\$ 180	9.0	\$ 1,075		
Total		12.0	\$ 1,860	40.0	\$ 5,200	42.0	\$ 4,620	44.0	\$ 3,960	138.0	\$ 15,640		
											006 Not to Exceed		\$ 15,600

007		Final Design		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter			
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL HRS	TOTAL FEE		
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE				
1	Final Design Plans	4.0	\$ 620	16.0	\$ 2,080	24.0	\$ 2,640	24.0	\$ 2,160	68.0	\$ 7,500		
2	Final Drainage Report	4.0	\$ 620	4.0	\$ 520	8.0	\$ 880	2.0	\$ 180	18.0	\$ 2,200		
3	Final Design Specifications	4.0	\$ 620	16.0	\$ 2,080	0.0	\$ -	0.0	\$ -	20.0	\$ 2,700		
4	Final Engineer's Opinion of Probable Costs	2.0	\$ 310	4.0	\$ 520	0.0	\$ -	2.0	\$ 180	8.0	\$ 1,010		
Total		14.0	\$ 2,170	40.0	\$ 5,200	32.0	\$ 3,520	28.0	\$ 2,520	114.0	\$ 13,410		
											007 Not to Exceed		\$ 13,400

008		Bidding Assistance		Principal Engineer		Project Engineer		Engineering Designer		CAD Drafter		TOTAL HRS	
Item #	Description	\$155/hr		\$130/hr		\$110/hr		\$90/hr		TOTAL HRS	TOTAL FEE		
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE				
1	Address Bidder Questions & General Assistance	2.0	\$ 310	4.0	\$ 520	0.0	\$ -	0.0	\$ -	6.0	\$ 830		
1	Assist with Addenda as necessary	2.0	\$ 310	4.0	\$ 520	0.0	\$ -	2.0	\$ 180	8.0	\$ 1,010		
Total		4.0	\$ 620	8.0	\$ 1,040	0.0	\$ -	2.0	\$ 180	14.0	\$ 1,840		
											008 Not to Exceed		\$ 1,800

Exhibit 1

Exhibit "D" to the City of Sammamish Agreement for Services
 between The City of Sammamish and The Blueline Group, LLC
 for the Inglewood Hill Road Sidewalk Project dated January 7, 2012

Inglewood Hill Road Sidewalk Project for the City of Sammamish

009 Expenses		Estimated Total Cost	Blueline Markup	TOTAL FEE
Item #	Description			
1	Expenses	\$ 2,500	\$ 375	\$ 2,875
Total		\$ 2,500		\$ 2,875
009 Not to Exceed				\$ 2,900

010 Unassigned Services Reserve		Total Cost (±10% of 001-008)	TOTAL FEE
Item #	Description		
1	Unanticipated Services Reserve	\$ 9,800	\$ 9,800
Total		\$ 9,800	\$ 9,800
010 Reserve			\$ 10,000



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

Originating Department: Public Works

Clearances:

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

Subject: NE 8th Street / 233rd Avenue NE Roundabout project - Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with Jacobs Engineering Group, Inc. for Engineering and Professional Services for design of NE 8th Street / 233rd Avenue NE Roundabout project.

Exhibits: 1. Agreement for Services

Budget: This project will be funded through the adopted 2011-2012 Neighborhood Capital Improvements, Intersection Improvements Program, and Sidewalk Program budgets in the Transportation Capital Improvement Fund (Fund 340). A detailed breakdown of the budgets is described in the Financial Impact section of this agenda bill.

Summary Statement:

This contract agreement will provide engineering design and construction bid documents for a new roundabout at the intersection of NE 8th Street and 233rd Avenue NE. This work is in conjunction with Lake Washington School District's improvements to Eastlake High School which include adding a secondary access to NE 8th Street via 233rd Avenue NE. The School District is contributing a pro-rata share towards the construction of these intersection improvements.

Background:

City Staff have worked closely with the Lake Washington School District (LWSD) to establish a secondary access to Eastlake High School. Adding an additional access benefits both the City and the District by distributing Eastlake traffic. The City and its residents will benefit by reduced traffic congestion on 228th Avenue NE, particularly at the intersections at Inglewood Hill Road/NE 8th Street and NE 4th Street. LWSD is currently underway with construction of an addition to Eastlake High School. Later this year they will begin construction of the new school access via 233rd Avenue NE connecting to NE 8th Street. The City is planning to begin construction of the roundabout this summer. The LWSD is funding the cost of improvements to 233rd Avenue that include widening, curb, gutter and sidewalk as well as lighting.

During review of the site development permit it was determined that LWSD would be responsible for funding a proportionate share of the costs to construct the required intersection improvements. The proportionate share equals 14.5% and is based on the projected school-generated AM Peak hour trips at the NE 8th Street/233rd Avenue NE intersection.



City Council Agenda Bill

Financial Impact:

This project is not included in the current adopted budget; however the included work can be accommodated by the closely-related programs listed below.

Program		Remaining 2011 Budget	2012 Budget	Total
Intersection Improvements	340-115-595-30-63-00	\$ 170,000	\$ 150,000	\$ 320,000
Neighborhood Projects	340-117-595-30-63-00	\$ -	\$ 100,000	\$ 100,000
Sidewalk Program	340-118-595-61-63-00	\$ 142,000	\$ 250,000	\$ 392,000
TOTALS:		\$ 312,000	\$ 500,000	\$ 812,000
Estimated Project Costs				
Design				\$ 182,083
Construction (Planning level cost estimate)				\$ 700,000
LWSD Contribution				\$ (105,000)
TOTAL PROJECT BUDGET ALLOCATION:				\$ 777,083
TOTAL REMAINING UNALLOCATED PROGRAM BUDGETS:				\$ 34,917

Recommended Motion:

Move to authorize the City Manager to execute a contract with Jacobs Engineering Group, Inc., for a contract amount of \$165,530 plus a management reserve fund in the amount of \$16,553 for a total amount not to exceed of \$182,083 for Engineering and Professional design Services for the NE 8th Street/233rd Avenue NE Roundabout project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Jacobs Engineering Group, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Jacobs Engineering Group, 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 \$182,083

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. Consultant shall provide notice of any potential cancellation of its insurance policies in accordance with the terms of such policy which include a 30 day notice provision. However, due to changes in the insurance industry, the certificate of insurance will not contain a statement specifying the actual notice period as requested.

Verification of Coverage

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

Exhibit 1

8. **Record Keeping and Reporting.**

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

Steven Chen
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0564
Email: schen@ci.sammamish.wa.us

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

Company Name Jacobs Engineering Group, Inc.
Contact Name Jeannette Taylor, Engineering Project Manager
Street Address 600 - 108th Ave NE, Suite 700
City, State Zip Bellevue, WA 98004
Phone Number 425.990.6878
Email Jeannette.Taylor@Jacobs.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: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

233rd Avenue NE Roundabout

City of Sammamish

Scope of Services

Section 1.0 Project Description, Design Criteria, and Deliverables

1.1 Project Description

The project will provide engineering service to the City of Sammamish (CITY) for the preparation of Plans, Specifications and Estimate (PS&E) for the 233rd Ave NE Street Roundabout. The 233rd Ave NE and NE 8th Street Roundabout is planned to accommodate one lane of traffic in each direction and connect to the new extension of 233rd Ave NE. The roundabout will be designed to minimize right of way impacts while accommodating the design vehicle decided on by the city. The major design features of the project include:

- Roundabout at 233rd Ave NE and NE 8th Street;
- Topographic survey and mapping;
- Right of way needs determination for 233rd Ave NE and NE 8th Street intersection;
- Sidewalks with planning strip;
- Onsite stormwater collection and conveyance design;
- Street landscaping and irrigation;
- Lighting design; and
- Utility coordination.

1.2 Design Criteria

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

- City of Sammamish Municipal code;
- City of Sammamish Stormwater Comprehensive code;
- City of Sammamish Interim Public Works Standards;
- King County Road Design and Construction Standards, 2007
- A Policy on Geometric Design of Highways and Streets (AASHTO);
- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge and Municipal Construction, 2012 edition (and applicable Amendments);
- WSDOT Design Manual
- WSDOT Local Agency Guidelines;
- Manual on Uniform Traffic Control Devices (MUTCD) 2009; Washington State Regulations, Accessibility Design for All (ADA); and

Exhibit 1

- HCHRP Report 672 Roundabouts - An Informational Guide.

1.3 Project Deliverables Furnished by the Consultant

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

- Two Project Schedules;
- Monthly Invoice and Progress Report;
- Meeting Minutes;
- 1"=20' scale topographic survey drawing in AutoCAD;
- DTM Surface;
- One (1) Legal Description with accompanying Parcel Map Exhibit;
- Utility Conflicts Memorandum;
- Attend Utility Coordination Meetings - four (4);
- Design Memorandum including roll plot of preliminary design;
- Five (5) copies of the 60% plans (half-size 11"x17");
- Five (5) copies of the 95% plans (half-size 11"x17"), specification and estimate;
- Five (5) copies of the 100% plans (half-size 11"x17"), specifications and estimate;
- Three copies of the 100% plans (full-size 22"x34");
- Six (6) copies and PDF electronic copy of the bid documents with (half-size 11"x17") 100% plans and specifications bound together with bid schedule, standard details, prevailing wage information, all necessary appendices;
- Six (6) copies and PDF electronic copy of the bid submittal packet; and
- Engineer's Estimate – Excel format.

1.4 Items and Services Provided by the CITY

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

- Applicable record drawings, plans, reports, and other information available to the City associated with the project area and adjacent vicinity;
- Available existing as-built plans, G.I.S maps and other mapping information as applicable;
- Traffic analysis, existing reports and memoranda;
- Boilerplate specifications and contracting documents in Word format;
- Review and comment on all submittals made to the CITY within 15 working days, or as agreed, and return them to the CONSULTANT with written comments regarding changes needed or revisions;
- Appraisals and negotiations for Right of Way acquisition (SUBCONSULTANT to prepare legal descriptions and existing adjacent right-of-way mapping);
- Right of way permits and rights of entry;
- Title reports;
- Primary stakeholder coordination; and

Exhibit 1

- Public involvement coordination and meeting venues.

1.5 Project Assumptions

- Design of stormwater quality, detention, and/or retention facilities are not required.
- A Stormwater Technical Information Report (TIR) is not required.
- All drawings will be prepared in AutoCAD 2012 with half-size plans 11"x17".
- Specifications will follow WSDOT Standard Specifications August 2012.
- Analyses, design, plans, specifications, and estimates performed or prepared as part of this project will be in English units.
- Microsoft Office version 2007 will be used to create reports.
- Microsoft Project version 2007 will be used to create the schedule.
- CONSULTANT reserves the opportunity to shift budget between work tasks.
- The project duration is assumed to be five months commencing with the notice-to-proceed.

Section 2.0 Project Management and Quality Control

2.1 Project Management

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

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

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

Deliverable: Progress Meetings

2.2 SUBCONSULTANT Coordination

Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. This may include formal scope and/or budget modifications if mutually agreed.

2.3 Project Schedule & Updates

Upon consultation with the CITY, the CONSULTANT will prepare and maintain a project schedule using MS Project 2007 to track progress of the deliverables. The project schedule will be based on the scope of services and will show critical path and supporting activities. The CONSULTANT will update the project schedule periodically to indicate progress and changes. The project schedule shall be modified near 100% to reflect the most current construction schedule.

Deliverable: Two Project Schedules

2.4 Monthly Invoices

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

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

Deliverable: Monthly Invoice and Progress Report

2.5 Coordination Meetings

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

The CONSULTANT shall prepare for, attend, and document up to eight (8) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend meetings as needed with the CITY's project manager for the duration of the project. It is anticipated that the CONSULTANT will attend three (3) meetings with other agencies. The meetings will be held in a location acceptable to the CITY and the CONSULTANT.

Deliverable: Meeting Minutes – Eleven (11)

2.6 Quality Control/Quality Assurance Review

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

Section 3.0 Surveying and Base Mapping

3.1 Base Mapping

The SUBCONSULTANT shall generate survey base maps (scale: 1" =20') within the project limits for the 233rd Roundabout. The CONSULTANT shall review and incorporate existing CITY maintained records and plans for road and utility projects, and the CITY will provide these records at no cost to the CONSULTANT.

The SUBCONSULTANT shall survey the project area and prepare a project base map, incorporating CITY utility 'as-built' information into the base map.

Items to be located:

- Centerline, gutter, top face of curb, sidewalk, building face, driveways, lane stripping, street signs, traffic signal poles and controllers, street and traffic lighting, utilities, sanitary and storm sewer (rims, and all pipe size and inverts).
- Detailed slope of all existing curb ramps and sidewalk approaches
- Grounds within 10 to 25' of right of way.
- Map all features within the survey limits as defined by the CONSULTANT.

The SUBCONSULTANT shall prepare a digital terrain model (DTM) for the project to serve as the basis for the contour drawing. The file will have 1' contour accuracy for the design corridor "hard surface" area, and 2' contour accuracy for the outside design corridor and "soft surface" area.

Compute road alignments, right-of-way margins, and all adjacent properties within design survey area.

Project limits are:

- NE 8th Street: Length: 500' East and West of 233rd Avenue NE intersection; Width: 10 feet to 25 feet outside of r/w (approximately 1000 feet total).
- 233rd Avenue NE: Length: 200' north and south of the north-south margins of NE 8th Street limits (approximately 400 feet total)

For all base mapping the SUBCONSULTANT shall use NAVD 88 and NAD 83/91 for vertical and horizontal datum respectively.

Deliverable:

- 1"=20' scale topographic survey drawing in AutoCAD
- DTM Surface

3.2 Parcel Surveys and Exhibits

The SUBCONSULTANT shall review the existing right-of-way plans, the proposed right-of-way takes, electronic drawing and printed material provided by the CITY, and the title reports for the take areas (1 parcel). The CITY will provide any additional supplemental information, red lines, electronic files, title reports, etc.

Exhibit 1

The SUBCONSULTANT shall prepare a parcel exhibit showing the existing parcel boundary lines, the proposed right-of-way takes (based upon the proposed design), any proposed construction or other easements or improvements, limited access restrictions, and the existing right-of-way, on one (1) parcel. The parcel exhibit will include square footage of parcel, take area and the remainder sq. ft. (Note: All proposed easements and easement configurations will be reviewed and approved by the CITY prior to creation of exhibits.)

The SUBCONSULTANT shall prepare land descriptions of the proposed right-of-way take including limited access restrictions and required easements on one (1) parcel. The land descriptions will be based upon data provided by the CITY. The SUBCONSULTANT will describe the controlling elements for the proposed take and provide any plans related to the take areas, including construction plans.

The exhibits will be reviewed and updated once prior to final materials being accepted by the CITY. One draft will be submitted for review and comment by the CITY. It is assumed that the CITY will require 5 working days to review the submittal.

Deliverable: One (1) Legal Description with accompanying Parcel Map Exhibit.

Section 4.0 Design

As discussed in this section, the CONSULTANT shall design and prepare roundabout plans, drainage plans, channelization plans, profiles, typical sections, illumination and signing plans, erosion control plans, landscaping plans, and other components necessary for advertisement-ready Plans, Specifications, and Estimates. The CONSULTANT shall coordinate with the CITY in obtaining necessary agreements and permits.

4.1 Project Site Visits

The CONSULTANT shall conduct two (2) site visits with city maintenance, transportation, construction, drainage, landscape, and environmental staff to review and discuss design considerations. Considerations identified by these site visits will be incorporated into the design as mutually agreed.

Deliverable: Meeting Minutes

4.2 Utility Coordination and Resolution

The surface locations of utilities shall be completed per Section 3.1. The CONSULTANT shall coordinate utility locate requests with the various utility providers to establish the location of utilities where there is a high probability that they will be in conflict with a design feature. The locations to be potholed will be determined by both the CITY and the CONSULTANT. The CONSULTANT shall review the design to avoid known conflicts, if practical. The CONSULTANT and CITY shall work together to resolve any remaining conflicts.

The CONSULTANT shall coordinate with PSE, Frontier, Comcast, Sammamish Plateau Water & Sewer District, Broadband, and others. The CITY will prepare and sign agreements as needed for the

Exhibit 1

relocations. The CONSULTANT shall also coordinate with these companies to establish new or modified service as needed for illumination, irrigation, etc.

Deliverable:

- Utility Conflicts Memorandum
- Attend Utility Coordination Meetings - four (4)

4.3 Storm Drainage

It is anticipated/assumed that the new plus replaced impervious surface area is less than 5,000 square feet, therefore a drainage report is not required. The CONSULTANT shall:

- Determine and document the new and replaced pervious and impervious areas.
- Determine and document the criteria for detention/retention and water quality design.
- Develop and size drainage collection and conveyance tie-ins. It is assumed that new catch basins and storm drains will be tied into existing storm drains within 50 feet of the project site.

Deliverables:

- Drainage Collection and Conveyance Plan, Profiles, and Details – 1 half-size set per submittal

4.4 Design Memorandum - Conceptual Roundabout Design

The CONSULTANT shall prepare a design memorandum with a level of detail sufficient to support the roundabout design concept

A coordination meeting with the City and project team will discuss the existing requirements and constraints for the roundabout design. From this meeting the CONSULTANT shall identify the design vehicle used, the fastest path, and the wheel paths used to develop the conceptual layout of the roundabout. The CITY shall provide the CONSULTANT with the design vehicle to be used for the analysis and the types of trucks accessing and traveling through the project site. The CONSULTANT will evaluate existing curb ramps within the project limits to determine if any modifications are required to meet ADA standards. Additionally, the City plans to overlay NE 8th Street in summer 2012. The roundabout improvements will need to coordinate with the proposed overlay.

The CONSULTANT will prepare a conceptual horizontal roadway layout (40-scale roll maps) incorporating existing features, ROW, proposed curbing, sidewalk/pathway locations, bicycle facilities, and channelization.

Once the design has been refined the CONSULTANT will prepare brief Design Memorandum documenting the roundabout geometric data and truck turning figures (wheelpaths) for each leg of the intersection.

The CONSULTANT shall include a table summarizing the following geometric data in the submittal:

- Approach design speeds for all approach legs
- Approach alignment offsets & deflection angle for all approach legs

Exhibit 1

- The design vehicle used for each leg
- Inscribed diameter,
- central island diameter,
- truck apron, and
- Autoturn paths showing design vehicle for each leg of the roundabout.

Deliverables: Design Memorandum including roll plot.

4.5 60% Design Documents

The CONSULTANT shall incorporate the comments from the Design Memorandum and bring the design to an intermediate milestone at 60% completion. The preliminary design will include the following elements as a minimum prepared by the CONSULTANT:

- Cover sheet including a vicinity map;
- Horizontal Control Plan;
- Roadway sections (typical and special);
- Paving and Drainage Plans;
- Paving Details;
- Roadway profile;
- Storm Drainage Profile;
- Grading Plan;
- Grading profiles;
- Channelization and signing plans;
- Illumination plan; and
- Construction Cost Estimate.

Deliverables: Five (5) copies of the 60% plans (half-size 11"x17"),

4.6 95% Design Documents

The CONSULTANT shall incorporate the comments from the 65% submittal and bring the design to a final milestone at 95% completion. The CONSULTANT shall participate in a review coordination meeting to respond to CITY staff questions and comments. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The final design will include the following elements as a minimum prepared by the CONSULTANT:

- Cover sheet including a vicinity map;
- Legend, Notes and Abbreviations;
- Horizontal Control Plan
- Roadway sections (typical and special);
- Site Prep and TESC Plans;
- Paving and Drainage Plans;
- Paving Details (including curbing, sidewalk, & island details);
- Roadway profile (curb & center island);

Exhibit 1

- Strom Drainage Profile;
- Grading Plan;
- Grading profiles;
- Grading Tables;
- Grading Details;
- Channelization and signing plans;
- Channelization Details;
- Sign Schedule and Details;
- Site-specific traffic control/phasing plans
- Illumination plan;
- Illumination Schedules and Details;
- Illumination Notes and Details;
- Bid List;
- Specifications; and
- Construction Cost Estimate.

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

4.7 100% Contract Documents

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

- Prepare Final Documents incorporating responses to 95% PS&E comments from CITY staff. Assume the number, format, and tent of plan sheets will generally remain unchanged.
- Transmit 100% Design Plans, Project Provisions, Special Provisions, and Estimate of Probable Construction Cost to CITY for final review. Assume CITY's review at this stage is for the purpose of verifying that comments transmitted at 95% completion stage were incorporated into the 100% documents, as mutually agreed. It is assumed that "additional" design comments will not be generated at this stage.
- Preparation of a final list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

Deliverables: Five copies of the 100% plans (half-size 11"x17"), specifications and estimate.

4.8 Ad Ready Contract Documents

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

The CONSULTANT will transmit plans and specifications to Builders Exchange and provide PDF copy to CITY..

Deliverables:

- Three copies of the 100% plans (full-size 22"x34")

Exhibit 1

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

4.9 Assistance during Bid Period

The CONSULTANT shall provide assistance during the ad period for construction bids consisting of attending a pre-construction meeting, answering bidder questions and preparing addenda. Review low bid and check references.

Additional Services

- **Public Outreach**
- **Utility Potholing**
- **Environmental Permitting**
- **Right of Way Acquisition**
- **Construction Support/Record Drawings**

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: Jacobs Engineering Group, Inc.
 Mailing Address: 600 - 108th Ave NE, Suite 700
 Bellevue, WA 98004
 Telephone: 425-990-6878
 Email Address: Jeannette.Taylor@Jacobs.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: NE Inglewood Hill Road Non-Motorized Project

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

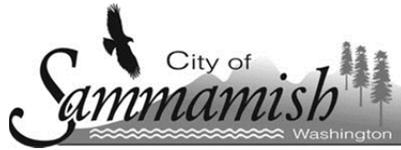
Authorization to Consultant: \$
Account Number: 340-406-595-62-63-00
Date:

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)

Exhibit 1

EXHIBIT D Cost Estimate Worksheet

233rd Ave NE Roundabout City of Sammamish, Washington
--

Pay rates are effective from October 2011 through October 2012.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.
Overhead rate used is 1.2288.

	QA/QC	Project Manager	Project Engineer	Design Engineer	CADD Designer	Elec Engineer	Project Admin	Contract Admin
name	Tim	Jeannette	Andrea	Liz	Ross	John	Rachel	Dawn
cost rate	\$164.00	\$155.00	\$110.00	\$85.00	\$125.00	\$160.00	\$51.00	\$120.00

Labor:

Work Task									Hours	Cost
2.0	Project Management								176	\$23,835.00
2.1	Project Management	4	40						44	\$6,856.00
2.2	Facilitate and maintain project communications with project sub-consultants		20	8					28	\$3,980.00
2.3	Project schedule and updates		8				4		12	\$1,444.00
2.4	Monthly Invoice and Progress Report		10					5	15	\$2,150.00
2.5	Project Coordination Meetings		33	22	22				77	\$9,405.00
3.0	Surveying and Base Mapping								12	\$1,500.00
3.1	Base Mapping			8					8	\$880.00
3.2	Parcel Survey and Legal Descriptions		4						4	\$620.00
4.0	Design								1082	\$119,495.00
4.1	Project Site Visits		4	4	4				12	\$1,400.00
4.2	Utility Coordination and Resolution		16	16	24		7		63	\$6,637.00
4.3	Drainage Collection and Conveyance Plan	8	4	24					36	\$4,572.00
4.4	Conceptual Roundabout Design		24	40	16				80	\$9,480.00
4.5	60% Design Documents								267	\$30,038.00
	Cover sheet including a vicinity map;				4	1			5	\$465.00
	Horizontal Control Plan;	2	2	8		2			14	\$1,768.00
	Roadway sections (typical and special);		1	4	8	1			14	\$1,400.00
	Paving and Drainage Plans;	2	4	12	8	2			28	\$3,198.00
	Paving Details;		1		8				9	\$835.00
	Roadway profile;		1	12	8	2			23	\$2,405.00
	Strom Drainage Profile;	2	1	16		4			23	\$2,743.00
	Grading Plan;		8	40					48	\$5,640.00
	Grading profiles;		8	16					24	\$3,000.00
	Channelization and signing plans;		4	8	24	12			48	\$5,040.00
	Illumination plan;				8		2		10	\$1,000.00
	Landscaping Plans; and								City	\$0.00
	Construction Cost Estimate	1	4	16					21	\$2,544.00
4.6	95% Design Documents								480	\$51,770.00
	Cover sheet including a vicinity map;			2		1			3	\$345.00
	Legend, Notes and Abbreviations;		2			4			6	\$810.00
	Horizontal Control Plan	2	2	4	8				16	\$1,758.00
	Roadway sections (typical and special);		2	4	8				14	\$1,430.00
	Site Prep and TESC Plans;		2	16	16				34	\$3,430.00
	Paving and Drainage Plans;	2		16	16				34	\$3,448.00
	Paving Details (including curbing, sidewalk, & island details);			16	16				32	\$3,120.00
	Roadway profile (curb & center island);		2	16					18	\$2,070.00
	Strom Drainage Profile;	1		12	8				21	\$2,164.00
	Grading Plan;			8	4				12	\$1,220.00
	Grading profiles;			8	4				12	\$1,220.00
	Grading Tables;		4	16	4	8			32	\$3,720.00
	Grading Details;			8	8				16	\$1,560.00
	Channelization and signing plans;			4	16	8			28	\$2,800.00
	Channelization Details;			4	8				12	\$1,120.00
	Sign Schedule and Details;				8				8	\$680.00

Exhibit 1

EXHIBIT D Cost Estimate Worksheet

233rd Ave NE Roundabout City of Sammamish, Washington
--

Pay rates are effective from October 2011 through October 2012.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.
Overhead rate used is 1.2288.

name	cost rate	QA/QC	Project Manager	Project Engineer	Design Engineer	CADD Designer	Elec Engineer	Project Admin	Contract Admin		
		Tim	Jeannette	Andrea	Liz	Ross	John	Rachel	Dawn		
	\$164.00	\$155.00	\$110.00	\$85.00	\$125.00	\$160.00	\$51.00	\$120.00			
Site-specific traffic control/phasing plans			8	8	24					40	\$4,160.00
Illumination plan;					4		1			5	\$500.00
Illumination Schedules and Details;					8		1			9	\$840.00
Illumination Notes and Details;					4		1			5	\$500.00
Landscaping Plan;										City	\$0.00
Landscape Details;										City	\$0.00
Bid List;			4	4	8					16	\$1,740.00
Specifications; and	4	45						12		61	\$8,243.00
Construction Cost Estimate	2	8	16	16				4		46	\$4,892.00
4.70 100% Contract Documents	2	16	40	16	8			8		90	\$9,976.00
4.80 Ad Ready Contract Documents		2	24		8			8		42	\$4,358.00
4.90 Assistance During Bid Period			4	4				4		12	\$1,264.00
Total Hours	32	298	484	338	61	5	47	5	1,270		
Labor Costs	\$5,248	\$46,190	\$53,240	\$28,730	\$7,625	\$800	\$2,397	\$600			\$144,830

Miscellaneous Expenses:		Reimbursable
Item		Cost
Federal Express / Courier		\$150
Postage		\$100
Graphic supplies		\$0
B&O Taxes		\$4,000
Travel expenses (mileage)		\$100
Reproduction		\$750
Total Reimbursable Expenses		\$5,100

Subconsultants:		Subs
Firm		Cost
True North Land Surveying		\$15,600
Total Subconsultants		\$15,600
Total Jacobs Labor		\$144,830
Total Jacobs Expenses		\$5,100
Total Subconsultants		\$15,600
Sub Total		\$165,530
Contingency 10%		\$16,553
TOTAL CONTRACT AMOUNT		\$182,083



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

Originating Department: Public Works Department

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: Creation of a new, temporary position in the Public Works Department to complete an audit of the City's Stormwater Fee Collections

Action Required: Authorize the City Manager to hire a Temporary Full-Time Stormwater Fee Analyst (1.0 FTE, 4 to 6-month term-limited position) to complete an audit of the City's Stormwater Fee Collections.

Exhibits: 1. Job Description

Budget: This is a new, temporary position.
Funding for this position will come from unspent funds (Professional Services) in the Surface Water Management Fund (408).

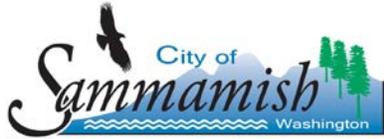
Summary Statement:

The 2012 work plan includes reviewing the current Stormwater fees collected by the City. The first step in completing this evaluation is to review the accuracy of what we are collecting today (i.e. is everyone being billed properly?). All bills for stormwater management are currently administered through King County and have been since incorporation. Approval of this position will allow a thorough review of King County's records and allow the city to correct any errors prior to reviewing the fees system wide.

Background:

The model of Sammamish is to contract out services whenever it is practical and makes sense. One of the services that make sense to contract out is the collection of the City's Stormwater Fees. These fees are currently collected by King County as part of the property tax billings. King County has been administering this service for Sammamish with very little oversight. King County prepares the billings once each year and the amounts are included with the property tax statements. The information about each parcel, including land use, size, and impervious percentage was previously determined by King County and used for the annual billing.

In 2011, staff was made aware that the County was inconsistently billing the school districts for their fees. In some cases the schools were receiving a complete exemption, other cases they were being



City Council Agenda Bill

billed as a commercial site and lastly we found an example where elementary schools were being billed the single family residential rate.

Based on that information, staff reached out to other local agencies following the same model for Stormwater Billings and discovered that the City of Covington recently went through a detailed exercise of auditing all the Stormwater Fee collections. Their audit of the accounts included a review of each parcel within the City of Covington for the data necessary to assess appropriate fees. They found errors in some of the impervious calculations; they found that some newly constructed homes had not yet been included in the accounts and a few commercial sites that were inappropriately coded as residential. It was ultimately determined that they were under collecting their stormwater fees by over \$100,000 annually.

Staff does not anticipate discrepancies compatible with those found in Covington, mostly because the majority of rate payers are single family residential lots and not commercial sites. However, staff does believe that a comprehensive review of the fees collected is prudent.

This detailed audit will also provide the City with the appropriate Stormwater fees for the school districts which will be used when evaluating their credits for assisting the city with the education requirements of the National Pollutant Discharge Elimination System (NPDES) permit.

Financial Impact:

This is a new, temporary position. Anticipated length of employment is 4 months. The monthly cost for this position, including estimated benefits, is \$9,600.

Funding for this position will come from unspent funds (Professional Services) in the Surface Water Management Fund.

Recommended Motion:

Authorize the City Manager to recruit and hire a Temporary Full-Time Stormwater Fee Analyst (1.0 FTE, 4 month term-limited position) to complete a comprehensive audit of the City's Stormwater Fee collection process currently being managed by King County.

CITY OF SAMMAMISH POSITION DESCRIPTION

POSITION TITLE: Stormwater Fee Analyst (4-month limited term position)
DEPARTMENT: Public Works Department
REPORTS TO: City Engineer
FLSA STATUS: Non-Exempt
SALARY RANGE: \$60 per hour (\$39 per hour rate + 35% allowance for private benefits)
POSITION DATES: February 1, 2012 – May 31, 2012 or until project is completed, whichever comes first.

GENERAL PURPOSE

The City of Sammamish is scheduled to complete a comprehensive review of the stormwater fees collected annually. Currently these fees are collected by King County on the City's behalf. King County prepares the billings once each year and the amounts are included with the property tax statements. The information about each parcel, including land use, size, and impervious percentage was previously determined by King County and used for the annual billing. This temporary position is being created to complete an audit of the City's stormwater fee collection process

SUPERVISION

The temporary Stormwater Fee Analyst works under the direct supervision of the City Engineer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks for this position include the following:

- Review and summarize the current process for administering stormwater fees for existing, new and modified parcels;
- Complete a review of each parcel zoned something other than residential within the City of Sammamish and calculate the amount of impervious surface which is necessary to develop appropriate fees;
- Verify all residential parcels are being billed for the flat stormwater rate;
- Verify that the current City of Sammamish Stormwater Code (Chapter 13) is being applied properly and that all reductions, credits and other adjustments are being applied correctly;
- Recommend any modifications to the Stormwater Code, current tracking or process;
- Summarize all the above information in a final memo deliverable to the City Engineer.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Ability to use King County's IMap program.
- Must have good working knowledge of Microsoft Word and Excel.
- Project management techniques, including methods of preparing plans and reports.
- King County's organization, tax assessors billing process and stormwater fee collection process.
- Federal, State and City regulations and ordinances, particularly related to stormwater management.

Skills / Abilities:

- Prepare and analyze technical and administrative reports and correspondence.

Exhibit 1

- Manage multiple tasks and projects simultaneously.
- Work constructively in a team environment with consultants, other staff and the public to seek solutions and manage development projects in an effective and professional manner.
- Establish and maintain effective working relationships with other City staff, consultants and the public.
- Present complex and technical information in a clear and concise manner to various groups.
- Communicate effectively and professionally in writing, orally, and in person to a wide range of clientele, including co-workers, contractors and the general public.
- Organize, analyze, interpret and evaluate problems and provide practical, cost effective solutions;
- Plan, organize and monitor workload and individual tasks according to priorities, established schedules and deadlines.

MINIMUM QUALIFICATIONS

Must have Bachelor's degree in engineering, public administration, or related field. At least five (5) years of full time experience working for or with a public agency in the State of Washington. Candidate must be proficient in using King County IMap program, as well as Microsoft Word and Excel programs.

The person in this position must have experience navigating through the King County billing process as it relates to the Stormwater Fee Collection process.

Valid Washington State drivers license with a driving record free from serious or frequent violations.

A thorough knowledge of engineering and public works principles, practices, and procedures. Working knowledge of AutoCad. Excellent interpersonal communication skills. Excellent written and communication skills, a proactive approach to problem solving, and familiarity with planning and construction methods. The ability to monitor project progress, timelines and expenditures. Expert knowledge of the construction contract process and the ability to negotiate with contractors and consultants on design and construction issues. Ability to handle a variety of demands and tasks and the flexibility to juggle multiple tasks while working in a fast paced environment. Public sector work experience is desirable.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate various pieces of office equipment.

While performing the duties of this job, the employee is required to stand, walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to talk and hear. The employee must occasionally lift and/or move up to 15 pounds.

Employee may be exposed to noise from basic office machine operation, and may be required to walk rough terrain and climb inclines at work sites. May also be exposed to conditions and hazards associated with construction sites and potentially hazardous materials and equipment, fumes or vapors. Specific vision abilities required by this job include close vision and the ability to adjust focus.

SPECIAL REQUIREMENTS

Good driving record and possession of a valid Washington State Driver's license is required. Proper documentation to fulfill the requirements of the Immigration and Nationality Act within three (3) days of employment is a condition of employment with the City of Sammamish. Completed City of Sammamish application is required.

COUNCIL MINUTES

City Council Meeting December 6, 2011

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

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

Staff present: Deputy City Manager Lyman Howard, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, Senior Planner Rob Garwood, Deputy Director of Finance Chris Gianini; Director of Finance Joe Guinasso, City Attorney Bruce Disend; City Engineer Jeff Brauns; Administrative Sergeant Jessica Sullivan; Communications Manager Tim Larson; City Clerk Melonie Anderson and Administrative Assistant to the City Clerk Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Petitti led the pledge.

Approval of Agenda

Councilmember Whitten requested that item 4 be removed and Deputy Mayor Odell requested 5 and 6 be removed from Consent Agenda. Councilmember Curley requested that Item 12, approving the minutes of the last meeting, be amended. Mayor Gerend moved these items to follow after New Business.

MOTION: Deputy Mayor Odell moved to approve the agenda as amended. Councilmember Petitti seconded. Motion carried as unanimously 7-0.

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.*

Erica Tillacos, 1130 Lancaster Way SE- She feels the Thompson Hill and Inglewood Basin Plans need more work because they are not complete. There is an agreement to monitor hydrology for Wetland 61. Monitoring has taken place but no results have been shared. She feels the Council should fully understand the basin updates before adopting them.

Bob Sorenson – 22609 NE 2nd Street – He asked why there was no reflection of his comments in the November 14th minutes. Second item is Agenda item 16 –ECA Sunset clause extension. He would like Council to approve it as it has been presented.

Mary Jo Kahler – 21911 SE 20th Street –submitted a hand-out. Copy can be obtained by contacting the City Clerk's office.

Glenn Burrows - 2116 236th Ave NE – He would like to discuss the new interlocal agreement with LWSD – Referred to Public Comment after staff report.

Consent Calendar

Payroll for the period ending November 18, 2011 for pay date November 20, 2011 in the amount of \$239,898.54

Payroll for the period ending November 30, 2011 for pay date December 5, 2011 in the amount of \$238,761.23

Approval: Claims for period ending December 6, 2011 in the amount of \$815,016.99 for Check No. 30794 through No.30913

Resolution: Final Acceptance/244th Avenue SE Project (R2011- 468)

Resolution: Final Acceptance/SE 32nd St Project (R2011- 469)

~~Resolution: Adopt Inglewood Basin and Thompson Basin Plans (R2011- 470)~~

~~Resolution: Amending the Employee Handbook and Personnel Procedure Manual (R2011- 471)~~

~~Contract: Recycling Event Coordination/Olympic Environmental~~

Contract: Domestic Violence Advocate/Kimberly Leyton

Contract: King County Sheriff Parking Lot Fencing/All Around Fence

Contract: Graphic Design Services/Uproar Graphics

Approval: Council Regular Meeting /Study Session Minutes from November 1, 2011

Approval: Council Study Session Notes from November 8, 2011

~~Approval: Council Study Session/Special Meeting from November 14, 2011~~

MOTION: Councilmember Cross moved to approve consent calendar. Deputy Mayor Odell seconded. Motion carried unanimously 7-0.

New Business

Interlocal Amendment: Lake Washington School District (LWSD) Joint Use Agreement (Fields & Facilities)

Jessi Richardson presented a staff report on the Joint Use agreement and high school athletic field design (*PowerPoint presentation can be found on the City Website at www.ci.sammamish.wa.us*)

Dr. Kimball, LWSD - The School Board unanimously supported the interlocal proposal at their meeting last night. They had numerous public testimonies. The plan will enhance the playing

time for baseball and other sports, plus the lighting additionally enhances the playing time. Cost sharing is the only way the school district can afford to do this.

Councilmember Whitten questioned why this field is so much more expensive than the two other fields? Ms. Richardson explained that the total area is larger than one total field area compared to the other two fields.

Deputy Mayor Odell asked about coordinating construction of the field with the high school renovations and Dr. Kimball stated they are familiar with coordinating multiple projects at one time. Priority will be the classroom project. Construction access is on the south/west corner of school property and won't interfere with school access or construction. Deputy City Manager Lyman Howard thanked Dr. Kimball for his leadership and assistance with the City of Sammamish over the past years to the Lake Washington School District.

Public Comments

Dave Augenstein, 723 212th Ave SE, Most of his concerns are based upon the LWSD lack of communications with the users of the baseball field. The City of Sammamish did an excellent job communicating with the neighbors. The in-field has a drainage problem and the Booster club has paid \$15,000 for a tarp to cover the field during rains. If they had known about the field changes they would not have purchased the tarp. Scheduling is also a problem with some games not ending at 5:30 pm. Other teams, like feeder baseball teams, also use these fields. Baseball at Eastlake is a year round sport. He would support this agreement as long as their concerns are heard first.

Glenn Burrows, 2116 236th Ave NE - Fields are expensive and difficult to find. Inglewood Junior High has dismissed their football program and they have a full-sized field available and it would be perfect for this purpose instead of the Eastlake High School field.

Jeff Hooker, 23325 NE 15th – He feels that this change is being jammed down his throat and is moving too fast and rushed. He would love to have more say and have more people come out and comment. Agreements need to be addressed on scheduling of the teams and input by the coaches.

MOTION: Councilmember Cross moved to adopt Interlocal Amendment: LWSD Joint Use Agreement (Fields & Facilities). Deputy Mayor Odell seconded. Motion carried 4-3. Councilmembers Petitti, Whitten and Curley opposed.

Councilmember Whitten would like more discussion and a review of the plans with the other teams/users before proceeding and Deputy Mayor Odell asked to consider leaving the dirt infield in place. The infield sees most of the action and the common edge causes issues with drainage as well as a change in surface, especially when the field is being used for soccer. Councilmember Petitti would like to look into the Inglewood Junior High field site further. Dr. Kimball would like Council to consider that this project has already been approved with LWSD as well as the scheduling and fees. A delay would result only in hours of more public testimony. Deputy City Manager Lyman Howard stated that a commitment to hear from the baseball community will be a high priority for the City staff.

Resolution: Establishing Employee Medical Insurance Premium Contribution Rates

Administrative Services Director Mike Sauerwein gave the staff report on the changes to the Medical plans and to the premium contribution rates for 2012. The Wellness program has resulted in a 2% reduction in premiums and it is recommended this reduction be given back to the employees. The recommendation is that the City will pay 92% of the benefits for spouse and dependents for employees hired after 2005 and 97% for the employees hired before 2005. Dental and Vision is separate at a 100% cost to the City. On the non-government side, Deputy Mayor Odell would like to see a comparison with Boeing Company and is concerned about the total cost of benefits. Mr. Sauerwein will look into the comparisons for next year.

MOTION: Councilmember Whitten moved to adopt the resolution establishing Employee Medical Insurance Premium Contribution Rates. Councilmember Curley seconded. Motion carried 7-0. (R2011- 472)

Resolution: Adopt Inglewood Basin and Thompson Basin Plans

Eric LaFrance presented the staff report (*a copy of the presentation can be found on the City Website at www.ci.sammamish.wa.us*)

Councilmember Whitten stated the City needs an analysis on Wetland 61 & 17 and on portions of the plans for Ebright Creek and Wetland 61. Staff stated that once the data is complete staff will proceed to make improvements and revisit these locations. A plan addendum can be added, if needed, in the future. A basin plan has more policy in it and can be used as the best available science in the Environment Critical Areas plan. There will be a need for additional funding for monitoring put in future budgets.

MOTION: Councilmember Curley moved to approve the resolution to Adopt Inglewood Basin and Thompson Basin Plans. Councilmember Petitti seconded. Motion carried 7-0 (R2011- 470)

Resolution: Amending the Employee Handbook and Personnel Procedure Manual

Mr. Sauerwein presented a staff report on the Personnel Manual amendment. Deputy Mayor Odell commented about the personal days - one personal day per year.

MOTION: Deputy Mayor Odell moved to adopt an ordinance amending the Employee Handbook and Personnel Procedure Manual. Councilmember James seconded. Motion carried 7-0 (R2011- 471)

Contract: Recycling Event Coordination/Olympic Environmental

Mr. Sauerwein presented a staff report.

Deputy Mayor Odell asked about the composting barrels and would like 4 Recycling Events instead of 3 if the rain barrel distribution is included at these events. Rain and worm barrels are sold at cost. The grant money the city receives only covers the cost of three residential events and one business event per year.

MOTION: Councilmember James moved to adopt the contract: Recycling Event Coordination/Olympic Environmental. Councilmember Odell seconded. Motion carried 7 -0

Approval: Council Study Session/Special Meeting from November 14, 2011

John Curley explained his absence from the November 14 meeting was because of a death in the family. He would like to minutes to be amended to excuse his absence.

MOTION: Councilmember Odell moved to amend the November 14, 2011 minutes and excuse Councilmember Curley. Councilmember James seconded. Motion carried 7 -0

Public Hearings

Ordinance: Second Reading Amending Chapter 21A.50 (Environmentally Critical Areas), Of The Sammamish Municipal Code.

Assistant City Manager/Community Development Director Kamuron Gurol gave a staff report and presentation on Chapter 21A.50 (Environmentally Critical Areas) - *(a copy of the presentation can be found on the City Website at www.ci.sammamish.wa.us)*

Mayor Gerend reopened the public hearing at 8:50 pm.

David Gee, 22201 NE 28th Place, Mr. Gee submitted his comments to the City Clerk and are available upon request. Contact Melonie Anderson at manderson@ci.sammamish.wa.us.

Linda Eastlick, PO Box 2074, Issaquah, She feels a review of the environmentally critical area ordinance is warranted. She agrees with recommendations that we not eliminate the sunset clause.

Jim Osgoode, 19661 SE 24th Way, Mr. Osgoode would like the sunset clause to remain and to have a schedule for reviewing the ordinance. He encourages Council to extend the sunset clause for another year.

Carrie Smyth, West Beaver Lake Drive, Encourages and urges the Council to keep the sunset clause in place.

Reed Brockway, 167 East Lake Sammamish Shore Lane NE - He is a member of a group that would like the EAC code addressed in a timely fashion. He encourages the sunset clause to remain in place.

Boyer Halverson, 21928 SE 28th Street, He states that he supports keeping the sunset clause in place and revisiting the ECA.

Mayor Gerend closed the Public Hearing at 9:00.

MOTION: Councilmember James moved to adopt an ordinance amending Chapter 21A.50 (Environmentally Critical Areas) retaining the sunset clause. Councilmember Petitti seconded. Motion carried unanimously 7-0 (O2011-315).

Councilmember Whitten moved to amend the motion to substitute 21B.50. Deputy Mayor Odell seconded. Motion failed 1-6 with Councilmembers Petitti, Cross, Curley, James, Deputy Mayor Odell and Mayor Gerend dissenting.

Recessed at 9:11 pm and reopened at 9:22 pm.

Ordinance: Ordinance: Second Reading, Amending Chapter, 21A.20 Related To Accessory Dwelling Units And Duplexes Of The Sammamish Municipal Code

Mr. Gurol gave a staff report. *(a copy of the presentation can be found on the City website at www.ci.sammamish.wa.us)*

Senior Planner Rob Garwood will amend the code to count corner duplex units as one-half unit. The revision of definitions per Mayor Gerend's comments Section 5.3A – should say accessory dwelling units should not exceed the floor area of 1,000 feet when detached and except when the accessory units is wholly contained within the existing residence.

Councilmember James questioned the terms for accessory dwelling units.

Mayor Gerend reopened the Public Hearing at 9:35 pm and closed at 9:36 pm with no public comment.

MOTION: Councilmember Odell moved to adopt the ordinance amending Chapter, 21A.20 Related To Accessory Dwelling Units And Duplexes Of The Sammamish Municipal Code. Councilmember Curley seconded. Motion carried unanimously 7-0. (O2011-316).

MOTION: Councilmember Whitten moved to amend the ordinance so that ADU's be limited to 50 units. Mayor Gerend seconded. Motion carried unanimously 7-0.

MOTION: Councilmember James move to amend the code in Footnote 17-to read Units in duplexes on corners of rights of way, shall be counted as ½ a dwelling unit for purposes of calculating density. Councilmember Whitten seconded. Motion carried unanimously 7-0.

MOTION: Councilmember James move to amend the ordinance by removing P2 and P5 from neighborhood business, Community Businesses and Office business in Accessory Residential and duplexes. Deputy Mayor Odell seconded. Motion carried 5-2

Mayor Gerend dissented because there could be situations that are already in existence. Councilmember Cross also dissented.

Ordinance: Second Reading Establishing A Pilot Program To Allow For Cottage Housing To Be Located Outside Of The Town Center.

Public Hearing opened at 10:24 pm and closed at 10:25 pm with no public comment.

MOTION: Councilmember James moved to adopt the ordinance establishing A Pilot Program To Allow For Cottage Housing To Be Located Outside Of The Town Center. Councilmember Curley seconded. Motion carried unanimously 7-0. (O2011-317)

MOTION: Councilmember James moved to amend the ordinance so that affordable cottage housing is not counted against the 50 unit limitation. Mayor Gerend seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2012 On The Assessed Valuation Of The Property Within The City.

Joe Guinasso gave a staff report (*a copy of the presentation can be found on the City website at www.ci.sammamish.wa.us*)

Public Hearing opened at 10:28 pm

Ramiro Valderrama, NE 18th Place, Mr. Valderrama stated that he would like to leave the \$3 million in the general fund. He suggested considering reevaluating the numbers in respect to the cross over point. Mr. Valderrama feels the 3.2 % increase for staff should be voted on as a separate item and reconsidered.

Mayor Gerend closed the public hearing at 10:31 pm.

MOTION: Councilmember Whitten moved to adopt the ordinance (Option 2) Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2012 On The Assessed Valuation Of The Property Within The City. Councilmember James seconded. Motion carried 6-1 with Councilmember Cross dissenting. (O2011-318).

Public Hearing Ordinance: Second Reading Amending Ordinance No. 02011-303, The 2011-2012 City Budget, For The Purpose Of Revising The 2011-2012 Biennial Budget.

MOTION: Councilmember Petitti moved to adopt amending Ordinance No. 02011-303, The 2011-2012 City Budget, For The Purpose Of Revising The 2011-2012 Biennial Budget. (Table A Option 2) Deputy Mayor Odell seconded. Motion carried unanimously 7-0. (O2011-319)

Unfinished Business- None

Council Reports

John James – Report on the Everett Economic Development Committee. Spoke about a letter from ACE Hardware regarding their lease and hopes to keep them in our community.

Mark Cross - Spoke about attending the Planning Commission meeting last week. GMPC committee on schools in rural locations will meet for the first time on December 14th He will do a phone interview tomorrow to discuss issues.

Mayor Gerend – He will not be able to attend the Eastside Transportation Partnership meeting. Whoever attends should address the issues he recommended.

Deputy Mayor Odell –attended a meeting about ACE Hardware. Dec. 7

Councilmember Petitti – commented on the Volunteer dinner last night. It was very nicely done. She would like to see a Historical commission be included as part of our volunteers.

Councilmember Whitten – She questioned the need for the special meeting on January 17th since the retreat will follow shortly after.

Meeting adjourned at 10:45 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Donald J. Gerend, Mayor



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

Study Session/Special Meeting

December 13, 2011

Mayor Don Gerend called the study session/special meeting of the Sammamish City Council to order at 6:35 pm.

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

Staff present: City Manager Ben Yazici, Deputy City Manager Lyman Howard, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, Communications Manager Tim Larson, City Attorney Bruce Disend, Maintenance Manager Kyle Endelman, Parks Manager Mike Keller and Administrative Assistant to the City Clerk Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Cross led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 7-0.

Student Liaison Reports

- Eastlake High School (Felipe Concha) The football team lost in the State play-off to Lake Stevens and Basketball season is on now. Homecoming was in October and raised a lot of money. Tolo will be in February which is another big fund raiser event. Plateau Pink Day with Eastside Catholic and Skyline is later in May and is a cancer awareness day. Construction has begun at the school and the use of portables has been causing some problems.
- Eastside Catholic High School (Chad Brown) – The fall sports are now wrapped up. The football team made it to the 2nd round of playoffs, the girls' volleyball came in second place in State and the girls' soccer team came in third in State. Winter sports are just starting. The Juniors had a retreat in Fort Flagler near Port Townsend and it was a great bonding time.

Presentations/Proclamations

- **State of the City** – Mayor Gerend gave a presentation (*PowerPoint can be found on the City website at www.ci.sammamish.wa.us*)

City Manager Yazici presented Mayor Gerend with a plaque from Money Magazine's "Top one hundred Places to Live in America". Sammamish was ranked number fifteen.

Public Comment

Bob Brady ; Mr. Brady made a presentation to Mayor Gerend of a plaque of Ron Sims' permission letter to name the city "Sammamish". The letter was written on June 13, 1997.

Ramiro Valderrama, NE 18th Place – He would like the Council to continue to maintain the financial stewardship that is entrusted to it. The recently passed budget included 3 million dollars to jump-start of the Town Center infrastructure and he would like to see conditions put in place on how that money is to be spent. The Council approved a 3.2 % cost of living raise for City Employees and he would like Council to reconsider that raise and study what other Cities are doing first. Wellness benefits rebate of 2% of the cost of medical premiums should be reevaluated and retained for the City instead of returning it to the employees.

Ella Moore- President of the Sammamish Heritage Society – Ms. Moore gave an update on the Reard House. The Heritage Society is involved in the restoration of the house and needed to provide the money for the move, a new foundation and excavation. They have received a King County Grant for \$28,850.00. They now have a total of \$65,005.01. She would like to thank the Council and staff for all their efforts and contributions to this project.

Rose Mary Carrol- 20814 NE 26 Place – She is a member of the Sammamish Heritage Society. She is thrilled with the achievements of the Society and wants the Reard House to be part of the history in Sammamish and restore the house as it should be.

Bob Petitti, Councilmember Petitti's husband – Congratulations to Michele Petitti for her ten years of service to the City. He is very proud of her. He understands how hard the City staff works and he would like to thank to rest of Council for all their dedication over the years. He gave a big welcome to new council.

John Galvin – 432 228th Ave SE – As we all know now, ACE Hardware may close by September 2012. He hopes that the store will be able to find a new location within the City. ACE has approached him with interest in his a plan to develop land within the Town Center but the development plan was refused by the City. Many citizens in the City want to help but so far it doesn't seem possible. Mr. Galvin suggested the City needs to be

planning for the future.

Eric Thies – Skyline Student Liaison- Eric apologized for arriving late but he was at a charity event in Renton. He wishes everyone Happy Holidays. There is a lot going on at the school right now. Last week was Winter Wonder Week. Winter Wonder night was not as successful as hoped because of poor advertising but hopes are that next year will be better. They had a musical acoustic night called Unplugged which featured about 10 artists from the school and funds went to Make-a-Wish-Foundation. The Football, Soccer and Swim teams all won State Championships this year. This week is about The Invisible Children and involves an organization in Uganda helping children soldiers. The hope is to raise awareness as well as money. Winter break is coming soon.

Study Session – Mayor Gerend opened the session at 7:20 pm.

Discussion: Traffic Enforcement Cameras – Sammamish Police Chief Nate Elledge gave a staff report (*Power point will be available on the City website at www.ci.sammamish.wa.us*)

City Manager Ben Yazici reported that the system works well with transient traffic. A police presence will work better on our residential streets. It is an expensive system and the perception is that the cameras are installed just to increase revenue.

Councilmember Odell agrees with this and finds the equity of the system a concern.

Councilmember James suggested that maybe cameras just be installed around the schools. New systems are out there but Chief Elledge is not familiar with them.

Councilmember Curley questioned our school zones and likes the flashing lights and 20 mph speed signs. He feels that Discovery Elementary is still a problem. Director of Public Works Laura Philpot informed him that the City has already made improvements at this location and we have seen a decrease in the speeding. The word “School” was painted on the road pavement along 228th Ave SE. Most of the elementary schools have the flashing beacons at the moment. The Junior High’s and High schools now are qualified so we hope to update them in the future.

Mr. Yazici announced a new grant has been awarded to the City for 244th Ave NE Improvements in the amount of \$1.1 million.

Discussion: 2012 Non-motorized Project/Inglewood Hill Road: City Engineer Jeff Brauns gave a staff report (*PowerPoint presentation can be found on the City website at www.ci.sammamish.wa.us*.)

Discussion followed on how 244th funds can be used for Inglewood Hill Road Improvements. The proposal will be for the design to be on the south side of the Inglewood Hill Road. Mr. Brauns suggested adding street lights at the time of construction. Council agreed that lights would be ideal and it would cost about \$150,000 for a City run street light system and half of that cost for a Puget Sound Energy run system. Councilmember Whitten is concerned with the

phosphorous clean-up and Ms. Philpot assured her that all regulations will be followed. Bike lanes will be included in the design.

Study Session closed at 8:05 pm.

Consent Calendar

1. Contract: Custodial Service/Advanced Building Services
2. Contract: Landscaping Services/Plantscapes, Inc.
3. Contract: Sports Turf Maintenance/Brickman Group
4. Contract: Street Sweeping/Best Parking Lot
5. Final Acceptance: Sammamish Landing Picnic Shelters/Henderson
6. Final Plat Approval: The Reserve at Inglewood

MOTION: Councilmember Cross moved to approve consent calendar. Deputy Mayor Odell seconded. Motion carried unanimously 7-0.

Unfinished Business- None

New Business- None

Council Reports

Councilmember Curley – It has been a pleasure to serve with Councilmembers Cross and Petitti. He has learned a lot from serving with them and wishes them the best.

Mayor Gerend – Update on Suburban Cities Association. Deputy Mayor Odell will be an alternate on the Regional Transportation Committee and also on the King County Growth Management Planning Council. Mayor Gerend has renewed his position on the Transportation Policy Board for Puget Sound Regional Council and is an alternative on the Executive Board.

Deputy Mayor Odell – Thanks to Councilmembers Cross and Petitti for their time and service to the City. It has been a pleasure to work with them and he has benefited from the experience.

Councilmember Petitti- It is with mixed emotions that she leaves the Council role.

Councilmember James –Thanks to Councilmembers Cross and Petitti. Report on the Economic Development Committee. He would like to see ACE Hardware stay in Sammamish.

City Manager Report

City Manager Ben Yazici suggested re-arranging the schedule for tonight to start with the Retiring Council Recognition.

Retiring Council Recognition

Mr. Yazici acknowledged Councilmembers Petite's and Cross's accomplishments during their time spent on City Council. *(PowerPoint presentation can be obtained upon request to the City Clerk Melonie Anderson)*

Mayor Gerend presented a plaque to each of the departing Councilmembers.

Council recessed from 8:18 pm until 8:43 pm

2012 Comp Plan Docket List

Community Development Director Kamuron Gurol reported on the PRO (Parks Recreation Open-space) plan.

A memo from Mr. Gurol to the City Manager Ben Yazici was presented as the report to Council. Mike Collins (member of the Planning Commission) also submitted items in this report. – the memo also has staff responses. There are six items that have been added to the 2012 docket. Staff recommends that the only the Pro Plan be on the docket for 2012.

Councilmember Cross questioned the increased height request in the R4 zone, single family to 45 feet. He feels this is detrimental to single family home neighborhoods. A discussion continued on the height restrictions.

MOTION: Councilmember Cross moved to approve the 2012 Docket List, including only the PRO Plan, as presented by staff. Councilmember Petitti seconded. Motion carried unanimously 7 – 0

Cottage Housing Requirements

Mr. Gurol presented a PowerPoint presentation *(available on the City website at www.ci.sammamish.wa.us)*. This is in response to an email received by Mr. Gurol from a potential developer of cottage housing in the Town Center B zone. Regulations limit cottage housing in this zone to 15% of total residential units. This could cause restrictions on smaller lots.

A decision was delayed to a future meeting when they will have more information and further discussion.

Meeting adjourned at 9:08 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Donald J. Gerend, Mayor

COUNCIL  *MINUTES*

**Regular Meeting
January 3, 2012**

Mayor Gerend called the regular meeting of the Sammamish City Council to order at 6:38 pm.

Councilmembers present: Mayor Don Gerend, Deputy Mayor Tom Odell, Councilmembers John Curley, Don Gerend, John James, Ramiro Valderrama, Tom Vance and Nancy Whitten

Staff present: City Manager Ben Yazici, Deputy City Manager Lyman Howard, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, Police Chief Nate Elledge, Volunteer Coordinator Dawn Sanders, City Clerk Melonie Anderson and Administrative Assistant Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Boy Scout Troup 509 presented the flag and the led the pledge of allegiance.

New Councilmembers Oath of Office-

Melonie Anderson administered the oath of office to Newly Elected Councilmembers Nancy Whitten, Ramiro Valderrama-Aramayo and Tom Vance.

Election: Mayor and Deputy Mayor.

Mayor Don Gerend asked for nominations for Mayor and Deputy Mayor.

Election Mayor: Councilmember Vance nominated Councilmember Odell for Mayor. Motion carried unanimously 7-0.

Councilmember Gerend nominated Councilmember Whitten for Mayor. Councilmember Whitten withdrew.

A presentation was made to former Mayor Gerend by New Mayor Odell.

Election Deputy Mayor: Councilmember Whitten nominated Councilmember James for Deputy Mayor. Motion carried unanimously 7-0.

Mayor Odell thanked Council for their confidence in him. He is humbled and thanked everyone for their support, advice and guidance. He thanked Mr. Gerend for his

leadership as Mayor. He spoke of the future needs of the City including the Town Center, Community Center, Public Safety services, financial needs and the Critical Area Ordinance updates. We need to provide more commercial and public services that our community will require.

Approval of Agenda

MOTION: Councilmember Gerend moved to approve the agenda. Deputy Mayor James seconded. Motion carried unanimously 7-0.

Student Liaison Reports

- Eastlake High School – Felipe Concha – Today is the first day back from winter break. Finals week is the last week of January. The school is going through a big change from a three year to four year school next year. Major construction is now happening but it hasn't been too much of a disruption. The basketball season has just started up. The Tolo dance is on March 3rd.
- Skyline High School – Eric Thies –Wished a happy New Year to everyone and congratulated the Boy Scouts on their flag presentation and stated he became an Eagle Scout last month. The basketball team went 2-2 in a major tournament in California over the break. This week the focus is on recycling and the benefit to the community. Their Tolo dance is on February 4th and final exams are in two weeks. Coming up is the Buff-Buff Volleyball tournament for students and a movie night which is a Tutor/movie event. Students get tutored and then watch a movie.

Presentations/Proclamations

- Volunteer Recognition Evans Creek Preserve and SE 8th Street Park
Volunteer Coordinator Dawn Sanders acknowledged Trevor Fisher for his efforts organizing over two hundred volunteers. Dawn read a list of achievements and accomplishments of all these volunteers.

Mr. Fisher thanked the Parks and Recreation Department, Dawn Sanders, The Church of Jesus Christ of the Latter Day Saints and their Wards plus members of the Stake Presidency. Ms. Sanders presented them with tokens of appreciation.

- Volunteer Recognition Mayor's Month of Concern for the Hungry Food Drive.
The event coordinator Mary Trask spoke about the accomplishments. This was the third year of the City of Sammamish's involvement. The kick off was on September 24th and they had 54 volunteers the first week and 117 volunteers over the next three weekends. This included the Sammamish Youth board, Eastlake, Skyline, Newport Hills Key Club, Skyline Grid-iron club, City Church interns, several local Girl Scout troops, local business including ACE Hardware, Confidential Data disposal, Precision Press and Mail Post. These businesses supported the drive by donating boxes. Local schools

participated and helped sort the food. The Church of Jesus Christ of Latter Day Saints are hugely responsible for the success of the food drive, especially Issaquah Wards 2, 3 and 6. Ms. Trask introduced Bishop Jerry & Debbie Hatfield. Bishop Hatfield thanked the community and Mary Trask for all their efforts. The results of the drive are: 31,913 lbs. of food and \$4,992.00 in cash. Sammamish collect the most in our region. Special thanks to Melonie Anderson, Dawn Sanders and Cindy Van Wambeck and all the residents of Sammamish.

Mayor Odell suggested recess the meeting for cake at 7:13 pm and resumed at 7:28pm

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.*

Todd Beahm, President Eastlake High School Booster Club; *(presentation is available upon request by contacting the City Clerk's office).* Mr. Beahm expressed his concerns about the proposed changes to the Eastlake ball field usage and would like to sit down with those involved to discuss this further.

Councilmember Whitten questioned what other fields are available for use of the sports teams at Eastlake High School.

The teams use a variety of community fields but are limited when baseball is in use. Mr. Beahm handed out a copy of the presentation to share with Council and the public. City Manager Ben Yazici reported to the Council on what more is being done to assist all those involved to come up with the best options for all groups.

Todd Pladson, President of Eastlake Little League; Concerned about all the comments and would like to represent the youth of Sammamish. Council needs to make some decisions that provide for the kids using the field. The field costs have all gone up so much that the non-profits are finding it difficult to afford them. All sports have the same wants and needs and all are looking for more fields. Inglewood High school will no longer be using their football and baseball fields and would be a good place to start.

Steven Pollis, Eastlake Little League Softball Program; He would like Inglewood Junior High to be looked at as a prime option. There are other options we should be looking at.

Hank Klein, Chair of the Parks Commission; He has been involved for eighteen years in various baseball programs on the plateau. Mr. Klein would like to establish a partnership of all groups to come to an agreement on these decisions. He would like to minimize the detriment to the baseball program and is fully aware of their needs.

Todd Beahm ; It is all about the usage of the fields. To be able to use the field like they always have been able to use the field. He would like to see a natural mound, security and no safety issues, etc.

Consent

Calendar

Payroll for the period ending December 15, 2011 for pay date December 20, 2011 in the amount of \$237,982.47

Approval: Claims for period ending December 19, 2011 in the amount of \$1,727,858.95 for Check No. 30914 through No.31064

Approval: Claims for period ending January 3, 2012 in the amount of \$542,742.07 for Check No. 30165 through No.31139

MOTION: Councilmember Vance motioned to approve consent calendar. Councilmember Curley seconded. Motion carried unanimously 7-0.

Interim Ordinance Of The City Of Sammamish, Washington, Extending A Moratorium On The Establishment Of Collective Gardens; Defining "Collective Gardens;" And Establishing An Effective Date.

Kamuron Gurol gave a staff report – *(Powerpoint presentation is located on the City Website at www.ci.sammamish.wa.us).*

Public Hearings Opened at 8:06 pm and continued to the January 17th meeting, with no Public Comment.

Unfinished Business - None

New Business - None

Council Reports

Deputy Mayor James ; Expressed that it is an honor to serve the City as Deputy Mayor and he will carry on the tradition of those that have served in this position in the past.

Councilmember Whitten; She is concerned about the meeting scheduled Councilmember Whitten will be out of town the next two weeks and would like the January 17 meeting to be rescheduled to a different date. Mr. Yazici would like to accommodate Councilmember Whitten and he will work to see if things can be shifted. Maybe she can be included via electronic voting. City staff will follow-up with this solution.

Councilmember Gerend; The Suburban Cities Association sent an invitation to new Councilmembers to attend a workshop on January 19th. He attended the workshop in the past and recommends other Councilmembers attend if possible. January 18 is the Networking dinner and he recommends they attend that also.

Councilmember Curley; He is looking forward to the upcoming year. He would like to continue to set great policy and keep the meetings short when possible.

Councilmember Valderrama; Expressed thanks to all the citizens of Sammamish and everyone attending the meeting tonight.

Councilmember Vance; Thanked all the citizens of Sammamish and is looking forward to the next four years working on the Council.

City	Manager	Report
-------------	----------------	---------------

- Regional Appointments need to be made. Suburban Cities Association appointments to the Regional Transit Committee are needed, as are the Eastside Transportation Partnership. The ETP meets once a month on the second Friday, in Bellevue. Councilmember John Curley volunteered and Councilmember John James will continue. Mayor Odell suggested creating a list of all the Regional seats open and a description of each Committee and reviewing this at the City Council Retreat. The Council committees will also be chosen at the Retreat.

Meeting adjourned at 8:27 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas T. Odell, Mayor



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

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: Ordinance amending the city's development code to adopt amendments to SMC 21A.55, Wireless Communication Facilities (WCF).

Action Required: Public Hearing/First reading. Open and continue the public hearing to February 7, 2012.

Exhibits: 1) WCF Ordinance.

Budget: Not Applicable

Summary Statement:

The current amendments are housekeeping changes to achieve consistency with the amendments made to the WCF code on March 1, 2011. Amendments primarily include removing references to consolidations, accommodating monopoles in the permitted uses table, and providing clarification to the language on measurement of height and landscaping standards.

Background:

In March 2011 the City Council adopted amendments to the wireless code. The amendments included the following new provisions for bases stations and antennas: the reconfiguration of the hierarchies, (elevating parks, schools and churches on the siting hierarchy and adding monopoles to the siting hierarchy, requiring flush mounted vaults in the base station hierarchy and allowing attached base station equipment in the base station hierarchy), establishing maximum heights for antenna support structures, accommodating antennas within the city's town center zones and requiring color matched conduits at the time of an upgrade. Subsequently, these housekeeping changes were identified to maintain consistency with the approved 2011 revisions.

Financial Impact:

There is no financial impact.

Recommended Motion: 1st reading, open and continue the public hearing to February 7, 2012. Complete public hearing, second reading and adoption on February 7, 2012.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2012-_____**

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATING TO SITING OF WIRELESS COMMUNICATION FACILITIES; UPDATING AND AMENDING CERTAIN PROVISIONS OF CHAPTER 21A.55 SMC TO CONFORM TO AND CLARIFY AMENDMENTS MADE PURSUANT TO ORDINANCE NO. O2011-298; CLARIFYING HEIGHT LIMITS ON NEW AND REPLACEMENT ANTENNA SUPPORT STRUCTURES AND ANTENNAS; REPEALING SMC 21A.15.245 (CONSOLIDATION); AMENDING SMC SECTIONS 21A.15.040, 21A.15.050, 21A.15.080 & 21A.15.090; PROVIDING FOR SEVERABILITY; AND, ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has previously adopted Chapter 21A.55 of the Sammamish Municipal Code (“SMC”), entitled Wireless Communication Facilities (“WCF”), the purpose of which is to provide general requirements, siting hierarchy, design standards, and evaluations in exchange for public benefits to help achieve reasonable location of wireless communication facilities; and

WHEREAS, on March 1, 2011 the City Council adopted Ordinance O2011-298 amending certain WCF provisions of the SMC to, among other things, reformat the WCF siting hierarchy, allow for limited use of monopole style WCF, establish maximum height limits for all zones of the City and the public rights of way, provide for attached base station equipment, and provide for color matched conduit; and

WHEREAS, certain provisions of the WCF must be amended to conform to and be made consistent with and clarify the amendments made to the WCF code pursuant to the above referenced ordinance; and

WHEREAS, the proposed clarifying and conforming amendments as set forth herein are consistent with, and serve to implement, the City’s adopted Comprehensive Plan; and

WHEREAS, the proposed clarifying and conforming amendments are consistent with the recommendations of the wireless telecommunications master plan and with the amendments adopted pursuant to Ordinance O2011-298; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (RCW Chapter 43.21.C), pursuant to Washington Administrative Code Chapter 197-11, and an addendum to the December 3, 2009 Determination of Non-Significance (“DNS”) was issued on July 11, 2011; and

Exhibit 1

WHEREAS, the Planning Commission held public meetings related to the amendments adopted pursuant to Ordinance O2011-298 on May 6, 2010, May 20, 2010, June 3, 2010 and June 17, 2010; and

WHEREAS, the City Council held public hearings, readings, and study sessions regarding the same amendments on September 14, 2010, October 5, 2010, October 19, 2010, November 2, 2010, December 14, 2010, February 15, 2011, and March 1, 2011; and

WHEREAS, a first reading of the ordinance proposing adoption of the amendments set forth in Ordinance O2011-298 and a public hearing on the proposed amendments was held on July 6, 2010, July 13, 2010, November 14, 2010 and a first reading of the companion amendments set forth below was held on January 17, 2012; and

WHEREAS, the City Council finds that the clarifying and conforming amendments set forth below will allow for the appropriate development of wireless facilities within the City and are in the public interest;

NOW, THEREFORE, the City Council of the City of Sammamish, Washington, do ordain as follows:

Section 1. Repeal of SMC 21A.15.245 (Consolidation). Section 21A.15.245 of the Sammamish Municipal Code is hereby repealed in its entirety.

Section 2. SMC CH. 21A.55 Amended. Sections 21A.55.040, 050, 080 and 090 of the Sammamish Municipal Code are hereby amended (amendments shown in legislative revision marks) to read as shown on attachment A, incorporated by this reference as though fully set forth herein.

Section 3. 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 4. 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 FEBRUARY, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce Disend
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:	January 10, 2012
Public Hearing:	January 17, 2012
First Reading:	January 17, 2012
Public Hearing:	, 2012
Public Hearing:	, 2012
Passed by the City Council:	, 2012
Date of Publication:	, 2012
Effective Date:	, 2012

ATTACHMENT A

Section 1. Amendment to SMC 21A.55.040 (Permit Required). Section 21A.55.040 of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revisions marks) as follows:

21A.55.040 Permit required.

The following table summarizes the type of proposal and required land use approvals. All proposals are subject to the siting hierarchy requirements of this chapter.

Concealed Attached WCF	<u>Monopole-Style WCF Consolidation of WCFs</u>	Concealed Collocation	Flush- or Nonflush-Mounted Antenna on Existing Antenna Support Structure	<u>New</u> Concealed Antenna Support Structure	Combined on Existing WCF
P ¹	<u>P¹</u>	P ¹	P ¹	C	P⁺
C	€	C	C		€

P – Permitted Use: The use is allowed subject to the requirements of the code.

C – Conditional Use Permit: The use is allowed subject to the conditional use review procedures and requirements of the code.

Notes:

1. If the proposal does not ~~extend~~ exceed the maximum height limits set forth at SMC 21A.55.090(3) by more than 40 feet and it is demonstrated the proposal is consistent with any ~~previous relevant approval conditions.~~

Section 2. Amendment to SMC 21A.55.050 (Application requirements). Section 21A.55.050 of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revisions marks) as follows:

21A.55.050 Application requirements.

In addition to any information required for CUP and/or building permit review, an application for new WCFs or modifications to WCFs that require City approval shall provide the following information:

- (1) A site plan showing existing and proposed WCFs, access, base station, ancillary structures, warning signs, fencing, landscaping and any other items necessary to illustrate compliance with the development standards of this chapter;

Exhibit 1

(2) Except as provided below, a stamped statement by a state of Washington registered professional engineer that the support structure shall comply with EIA/TIA-222-Revision G, published by the American National Standards Institute (as amended), allowable wind speed for the applicable zone in which the facility is located, and describing the general structural capacity of any proposed WCF(s), including:

(a) The number and type of antennas that can be accommodated;

(b) The basis for the calculation of capacity; and

(c) A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards.

The foregoing requirements are not applicable when the support structure is a utility pole or high voltage electrical transmission tower;

(3) A report by the applicant that includes a description of the proposed WCF, including height above grade, materials, color, lighting, and information demonstrating compliance with SMC 21A.55.060, Siting hierarchy;

(4) Where a permit for an attachment ~~or collocation~~ is required, the application shall also include the following information:

(a) The name and address of the operator(s) of proposed and existing antennas on the site;

(b) The height of any proposed antennas;

(c) Manufacture, type, and model of such antennas;

(d) Frequency, modulation, and class of service; and

(e) A description of the wireless communication service that the applicant intends to offer to provide, or is currently offering or providing within the City;

(5) A detailed visual simulation of the wireless communication facility shall be provided along with a written report from the applicant, including a map showing all locations where an unimpaired signal can be received for that facility;

(6) Approved WROWA (wireless right-of-way use agreement);

(7) Other information as the director of community development may reasonably require, including additional information specific to the City's wireless communication facilities master plan; and

(8) Fees for review as established by the City's most current fee resolution.

Exhibit 1

The director of community development may release an applicant from having to provide one or more of the pieces of information on this list upon a finding that in the specific case involved said information is not necessary to process or make a decision on the application being submitted.

Section 3. Amendment to SMC 21A.55.080 (General Requirements). Section 21A.55.080 of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revisions marks) as follows:

21A.55.080 General requirements.

(1) Within public parks and public open spaces, the placement of antennas on existing structures, such as power poles, light standards for recreational fields and antenna support structures, is the preferred option subject to the approval of the property owner. If an existing structure cannot accommodate an antenna due to structural deficiency, or does not have the height required to provide adequate signal coverage, the structure may be replaced with a new structure, provided the new structure:

(a) Will serve the original purpose;

(b) Does not exceed ~~the original height by 40 feet or~~ the maximum height allowed by this chapter. Any height increase in excess of ~~40 feet~~ the maximum height allowed pursuant to SMC 21A.55.090(3) will require a conditional use permit; and

(c) Meets all the requirements of this chapter.

(2) Concealed attached antennas shall comply with the following requirements:

(a) Concealed antennas shall reflect the visual characteristics of the structure to which they are attached and shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. This shall include the use of colors and materials, as appropriate. When located on structures such as buildings or water towers, the placement of the antennas on the structure shall reflect the following order of priority in order to minimize visual impact:

(i) A location as close as possible to the center of the structure; and

(ii) Along the outer edges or side-mounted; provided, that in this instance, additional means such as screens should be considered and may be required by the department on a case-by-case basis; and

(iii) When located on the outer edge or side-mounted, be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways;

Exhibit 1

~~(b) Notwithstanding the height limit of the underlying zone, the top of the concealed attached WCF shall not be more than 20 feet above an existing or proposed nonresidential building or structure, or more than 15 feet above a residential building or structure;~~

~~(e) Feed lines shall be contained within a principal building or encased and the encasement painted to blend and match the design, color, and texture of the facade, roof, wall, or structure to which they are affixed.~~

(3) Concealed antenna support structures shall comply with the following requirements:

(a) Upon application for a conditional use permit or a building permit for a new concealed antenna support structure, whichever is required first, the applicant shall provide a map showing all existing antenna support structures or other suitable nonresidential structures located within one-quarter mile of the proposed structure with consideration given to engineering and structural requirements.

(b) No new antenna support structure shall be permitted if an existing structure suitable for attachment of an antenna or collocation is located within one-quarter mile, unless the applicant demonstrates that the existing structure is physically or technologically unfeasible, or is not made available for sale or lease by the owner, or is not made available at a market rate cost, or would result in greater visual impact. The burden of proof shall be on the applicant to show that a suitable structure for mounting of antenna or collocation cannot be reasonably or economically used in accordance with these criteria.

(c) In residential districts, new concealed antenna support structures shall only be permitted on lots whose principal use is not single-family residential including, but not limited to: schools, churches, synagogues, fire stations, parks, and other public property.

(d) To the extent that there is no conflict with the color and lighting requirements of the Federal Communications Commission and the Federal Aviation Administration for aircraft safety purposes, new antenna support structures shall be concealed as defined by this chapter and shall be configured and located in a manner to have the least visually obtrusive profile on the landscape and adjacent properties. New concealed antenna support structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and materials, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the proposed concealed antenna support structure from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(e) At time of application the applicant shall file a letter with the department, agreeing to allow collocation on the tower. The agreement shall commit the applicant to provide, either at a market rate cost or at another cost basis agreeable to the affected parties, the opportunity to collocate the antenna of other service providers on the applicant's proposed tower to the extent that such collocation is technically and structurally feasible for the affected parties.

Exhibit 1

(f) All new concealed antenna support structures up to 60 feet in height shall be engineered and constructed to accommodate no less than two antenna arrays. All concealed antenna support structures between 61 feet and 100 feet shall be engineered and constructed to accommodate no less than three antenna arrays. All concealed antenna support structures between 101 and 140 feet shall be engineered and constructed to accommodate no less than four antenna arrays.

(g) Grading shall be minimized and limited only to the area necessary for the new WCF.

~~(4) Consolidation of WCFs shall comply with the following requirements: Consolidation of two or more existing WCFs may be permitted pursuant to the provisions of this chapter including a CUP and consideration of the following:~~

~~(a) WCF consolidation shall reduce the number of WCFs;~~

~~(b) If a consolidation involves the removal of WCFs from two or more different sites and if a consolidated WCF is to be erected on one of those sites, it shall be erected on the site that provides for the greatest compliance with the standards of this chapter;~~

~~(c) Consolidated WCFs shall be concealed;~~

~~(d) All existing base station and ancillary equipment shall be brought into compliance with this chapter;~~

~~(e) A new WCF approved for consolidation with an existing WCF shall not be required to meet new setback standards so long as the new WCF and its base station and ancillary structures are no closer to any property lines or dwelling units than the WCF and its base station and ancillary structures being consolidated. For example, if a new WCF is replacing an old one, the new one is allowed to have the same setbacks as the WCF being removed, even if the old one had nonconforming setbacks;~~

~~(f) If the consolidated WCF cannot meet the setback requirements, it shall be located on the portion of the parcel on which it is situated which provides the optimum practical setback from adjacent properties, giving consideration to the following:~~

~~(i) Topography and dimensions of the site; and~~

~~(ii) Location of any existing structures to be retained.~~

~~(54) Collocated or combined facilities shall comply with the following requirements:~~

~~(a) Collocation of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structures, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the~~

Exhibit 1

~~desired coverage area. Furthermore, an antenna shall not extend vertically above the uppermost portion of the structure to which it is mounted or attached, as follows:~~

~~(i) Not more than 20 feet on a nonresidential structure; and~~

~~(ii) Not more than 15 feet on a residential structure;~~

~~(b) Collocation of antennas onto a new antenna support structure constructed after the effective date of the ordinance codified in this chapter shall be concealed;~~

~~(c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements; and~~

~~(d) A collocated or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district; and~~

~~(e) When a collocated or combined WCF is to be located on a nonconforming building or structure, then it will be subject to Chapter 21A.70 SMC.~~

Section 4. Amendment to SMC 21A.55.090 (Design Standards). Section 21A.55.090 of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revisions marks) as follows:

21A.55.090 Design standards.

(1) All WCFs shall:

(a) Be designed and constructed or improved at the time of an upgrade to present the least visually obtrusive profile; and

(b) Use colors such as brown, grey, blue, or green and materials that match the existing antenna support structure and structures in the local area and reduce visual impacts unless otherwise required by the City of Sammamish, the FAA, or the FCC. For example, a utility pole that is brown should have conduits and antennas that are brown. The colors and materials shall be approved by the City community development director to ensure compliance with this section; and

(c) Flush-mount antennas when feasible. Four nonflush-mounted antennas are allowed only upon written demonstration by the applicant that flush-mounting is not feasible.

(2) Base Stations.

(a) Base stations and ancillary structures shall be subject to the setbacks of the underlying zoning district.

Exhibit 1

(b) Except as allowed pursuant to subsection (5)(c) of this section, base stations that are not located underground shall not be visible from public views.

(c) New concealed base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes. Specific design considerations such as architectural designs, height, scale, color, and texture should be designed to blend with existing surroundings to the extent feasible.

(d) Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated collocation tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a master site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.

(3) Height Standards.

(a) Measurement of WCF. For purposes of this Section 21A.55.090(3) SMC, ~~the~~ the height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto.

(b) Maximum Height for New WCF. The height of any new WCF shall not exceed the height provided in the table below.

Locations	Maximum Height of <u>New</u> Antenna Support Structures
CB, O	80'
NB	40'
R-1 – R-8, <u>TC-C and TC-E</u>	40'
R-12 – R-18	60'
TC-A and TC-B <u>TC-D</u>	80'
Principal arterial rights-of-way	120'
Minor or collector arterial rights-of-way	80'

(c) Maximum Height for Replacement Antenna Support Structure. The height of an antenna support structure that replaces an existing antenna support structure shall not exceed the higher of, the height of the existing antenna support structure being replaced, or the maximum height provided in the table above for new antenna support structures.

(d) Maximum Height above top of Antenna Support Structure. The highest point of an attached antenna shall not be more than 20 feet above the highest point of the antenna support structure (not including any attached antenna) to which it is attached.

(~~ae~~) A new antenna support structure may be permitted to exceed the maximum height allowed per location, provided:

(i) The increase is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;

(ii) The existing conditions and the proposed changes are not in violation of the SMC;

(iii) The height increase is made necessary by foliage attenuation from foliage in the proposed location of the antenna support structure that exceeds the maximum height allowed for antenna support structure for that location;

(iv) The height increase is the minimum necessary for the effective functioning of the provider's network; and

(v) A nonconformance shall not be created or increased, except as otherwise provided by this chapter.

(4) Setback Requirements.

(a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.

(b) Base stations shall be subject to the setback requirements of the zone in which they are located.

(c) The department shall consider the following criteria and give substantial consideration to on-site location and setback flexibility. These are authorized when reviewing applications for new antenna support structures ~~and consolidations~~. The following shall be considered:

(i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;

(ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences; and

(iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

Exhibit 1

(5) Landscaping and Fencing Requirements.

(a) Except as allowed pursuant to subsection (5)(c) of this section, all ground mounted base stations ~~that are within base station hierarchy 2 and 3(b)~~ shall be enclosed with an opaque fence. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station adjoins a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. ~~In the NB, CB, or O zone, if a chain link fence is installed, slats shall be woven into the security fence.~~ All fencing shall be subject to SMC 21A.30.190.

(b) Except as allowed pursuant to subsection (5)(c) of this section, all base stations that are within base station hierarchy 2(a) and 3(b) shall have perimeter landscaping as follows:

(i) In the NB, CB, O or TC zone and the abutting rights-of-way, the base stations shall be landscaped with eight feet of Type II landscaping pursuant to Chapter 21A.35 SMC along any lot line abutting a residential zone;

(ii) In residential zones and the abutting rights-of-way, the base station shall be landscaped with 10 feet of Type I landscaping pursuant to Chapter 21A.35 SMC;

(iii) ~~When a fence is used to prevent access to a WCF or base station, a~~Any landscaping required shall be placed outside of the fence; and

(iv) Landscaping provisions may be modified in accordance with Chapter 21A.35 SMC.

(c) If an applicant is able to demonstrate to the City engineer that compliance with the applicable fencing and landscaping requirements will pose an unreasonable risk to the public health or safety, the fencing and landscaping requirements may be altered to the extent reasonably necessary to address the demonstrated risk to public health or safety, or waived if no reasonable alternatives exist.

(6) Lighting Standards.

Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood.

Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and be consistent with FAA and FCC requirements.

(7) Signage.

Exhibit 1

Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable).

If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high-contrast letters (minimum letter height of four inches) the following: **HIGH VOLTAGE – DANGER**.

(8) Sounds.

Maximum permissible sound levels to intrude into the real property of another person from a WCF shall not exceed 45 dB(A). In the case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance.



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 11, 2012

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: Medical Marijuana Moratorium Extension

Action Required: Continued Public Hearing, Second Reading, Action to Adopt

Exhibits: 1. Proposed Ordinance

Budget: No Impact

Summary Statement

The City Council adopted Ordinance 2011-309 on July 18, 2011, establishing a six month moratorium on the establishment of collective gardens within the City of Sammamish. Unfortunately, since then no additional regulatory clarity at the state and federal level is available. The proposed ordinance would renew the moratorium for an additional six months and would give the city time to review how other jurisdictions are dealing with this issue and determine what, if any, specific zoning and/or business regulations should apply to medical marijuana dispensaries and/or collective gardens.

Background

On April 22, 2011, Engrossed Second Substitute Senate Bill 5073 (E2SSB 5073) passed the state legislature and was partially approved by the Governor. Some of the changes that were approved and will be incorporated into RCW 69.51A, the chapter dealing with Medical Marijuana include:

1. Up to ten qualifying patients may join together to establish a collective garden with a maximum of 45 plants and up to 72 ounces of useable cannabis.
2. A minimum of 15 days must elapse before a qualified provider can switch from being the provider for one patient to another qualified patient.
3. Medical marijuana gardens cannot be open to the view of the general public; for example, individual gardens cannot be visible from the public right of way.

The Governor also vetoed several provisions in the legislation regarding the licensing of producers, processors and dispensers and establishing a state registry for patients, providers and collective gardens. Her rationale was a letter from the US Department of Justice that the legislation was in conflict with Federal Drug Laws. Medical Cannabis remains a class I drug under Federal Law.



City Council Agenda Bill

Future case law or amendments to state or federal laws may assist in clarifying the situation. Meanwhile, a great deal of confusion remains related to medical cannabis, and risk assessment by jurisdictions needs to be undertaken.

The state legislation also provides that cities may adopt and enforce zoning regulations, business license requirements and business taxes for collective gardens. The law also authorizes cities to impose moratoria to maintain the status quo while considering impending zoning, land use or similar regulations. A moratorium is valid for six months and may be renewed with six month extensions if a public hearing is held and findings of fact are made prior to each renewal.

Financial Impact: None

Recommended Motion: Ordinance O2011-309 will expire on January 18, 2012. Staff recommends that this current ordinance become effective upon adoption and this action requires a super-majority vote of the Council (5). Staff also recommends that the Council:

1. Re-open the public hearing, take testimony and close the public hearing.
2. Deliberate and adopt the proposed ordinance as an emergency measure, with an effective date of January 18, 2012 (the expiration of the current moratorium).

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2012_____

**AN INTERIM ORDINANCE OF THE CITY OF
SAMMAMISH, WASHINGTON, EXTENDING A
MORATORIUM ON THE ESTABLISHMENT OF
COLLECTIVE GARDENS; DEFINING
“COLLECTIVE GARDENS;” AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of cannabis; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes;” and

WHEREAS, the Washington State Department of Health opines that it is “not legal to buy or sell” medical cannabis and further opines that “the law [Chapter 69.51A RCW] does not allow dispensaries,” leaving enforcement to local officials; and

WHEREAS, the City acknowledges the right of qualified health care professionals to recommend the medical use of cannabis, acknowledges the affirmative defense available to qualifying patients from the possession of cannabis as well as the right of patients to designate a “designated provider” who can “provide” rather than sell cannabis to “only one patient at any one time;” and

WHEREAS, the Legislature has passed E2SSB 5073 (the Act) and the Governor has signed the bill but has vetoed several sections of the bill; and

WHEREAS, E2SSB 5073 was effective on July 22, 2011, and

WHEREAS, the Act authorizes “collective gardens” which would authorize certain qualifying patients the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law, which was implemented by Ordinance 2011-309 on July 18, 2011; and

WHEREAS, no additional clarity regarding state and federal regulations related to the licensing, establishment, maintenance, or continuation of any medical cannabis collective garden is currently available; and

WHEREAS, a public hearing was held on January 3, 2012 and January 17, 2012 in the City Council Chambers at City Hall; and

WHEREAS, the Council deems it in the public interest to renew the current moratorium implemented by Ordinance 2011-309 for an additional six months in order to investigate this issue further and obtain guidance on how to proceed.

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

Section 1. Pursuant to the provisions of RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Sammamish prohibiting the licensing, establishment, maintenance, or continuation of any medical cannabis collective garden. A “collective garden” is an area or garden where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in the Act and subject to the limitations therein.

Section 2. Collective gardens as defined in Section 1 are hereby designated as prohibited uses in the City of Sammamish. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person for a collective garden, which are hereby defined to be prohibited uses under the ordinances of the City of Sammamish.

Section 3. Upon receipt of sufficient information and/or guidance on this issue, the Sammamish City Council shall identify an appropriate time to refer the issue to the Sammamish Planning Commission for review and recommendations.

Section 4. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

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

Section 6. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 7. The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance.

Section 8. This moratorium, as an emergency measure necessary for the protection of the public health, safety, and welfare, shall be effective immediately upon termination of the moratorium imposed by Ordinance 2011-309 (January 18, 2012).

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE JANUARY ____ 2012.

CITY OF SAMMAMISH

Mayor Thomas T. Odell

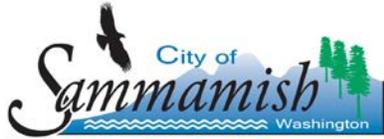
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 28, 2011
First Reading: January 3, 2012
Public Hearing: January 3, 2012
Public Hearing: January 17, 2012
Passed by the City Council:
Date of Publication:
Effective Date:



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 9, 2012

Originating Department: Admin Services

Clearances:

- | | | |
|---|--|---|
| <input 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 type="checkbox"/> Public Works |

Subject: Resolution: Appointing seven members to the Sammamish Arts Commission

Action Required: Appoint seven members to the Arts Commission and adopt resolution

Exhibits:

1. Draft Resolution
2. List of Candidates and vacant positions

Budget: N/A

Summary Statement: Currently there are seven vacancies on the Arts Commission. Interviews of 12 candidates were conducted on January 10, 2012. Tonight Council will conduct an Executive Session to discuss the qualifications of the Candidates. They will return to open session and make appointments by voting on the candidates until seven candidates receive 4 or more votes. Council will then assign them position seat. These names will be added to the resolution and the resolution will be approved by the Council.

Background: On November 1, 2011 the City Council adopted Ordinance O2011-311 deleting the alternate positions from the Arts Commission, increasing the number of regular commissioners from seven to nine, assigning position numbers and staggering the terms so no more than three or four vacancies will occur at one time in the future. The Arts Commission is very active and is in need of commissioners with diverse skills and backgrounds. The Commission is especially seeking candidates with graphic design experience, event planning expertise, archiving skills, a community liaison that can represent the Arts Commission at regional and local meetings and someone with grant writing experience.

Financial Impact: N/A

Recommended Motion: Vote for seven members to fill the vacancies on the Arts Commission, appoint them to numbered positions and adopt the resolution appointing them.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH
WASHINGTON APPOINTING SEVEN REGULAR
MEMBERS TO THE SAMMAMISH ARTS COMMISSION**

WHEREAS, the Sammamish City Council created a seven-member Arts Commission and established the duties of said Commission; and

WHEREAS, there are currently seven vacancies on the Commission; and

WHEREAS, the City Council solicited applications for said positions; and

WHEREAS, the City Council interviewed the applicants at an open public meeting on January 10, 2012;

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

Section 1. Appointment of Arts Commission. The City Council hereby appoints the following individuals to the Sammamish Arts Commission for the designated terms hereafter set forth:

- | | | |
|-------|--------------|-------------------------------|
| _____ | , Position 1 | Term Expires January 31, 2013 |
| _____ | , Position 2 | Term Expires January 31, 2013 |
| _____ | , Position 5 | Term Expires January 31, 2015 |
| _____ | , Position 6 | Term Expires January 31, 2015 |
| _____ | , Position 7 | Term Expires January 31, 2016 |
| _____ | , Position 8 | Term Expires January 31, 2016 |
| _____ | , Position 9 | Term Expires January 31, 2016 |

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF JANUARY, 2012**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 9, 2012

Passed by the City Council:

Resolution No. R2012-_____

2012 Arts Commission Applicants

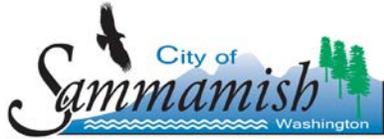
The Arts Commission recently eliminated the Alternate Positions, increased the number of members to nine and staggered the terms so they would not be losing so many members at once. This has created the following vacancies:

Position 1	vacant (1-year term)
Position 2	vacant (1-year term)
Position 5	vacant (3-year term)
Position 6	(3-year term)*
Position 7	(4-year term)*
Position 8	vacant (4-year term)
Position 9	vacant (4-year term)

Applicants

George Cone
Ram Dutt
Lin Garretson
Shesh Mathur
Max Montry
Jayashree Narayanan
Daphne Robinson*
Bharath Sankaranarayan*
Anne Schaefer
Veena Shankar
Claradell Shedd
Mary Lynn Vance
Cheryl Wagner
Florence Wong

*Indicated Applicant is Current Commissioner



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 9, 2012

Originating Department: Admin Services

Clearances:

- | | | |
|---|--|---|
| <input 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 type="checkbox"/> Public Works |

Subject: Resolution: Appointing four members to the Sammamish Parks & Recreation Commission

Action Required: Appoint four members and adopt resolution

Exhibits:

1. Draft Resolution
2. List of Candidates and vacant positions

Budget: N/A

Summary Statement: Currently there are four vacancies on the Parks and Recreation Commission. Two terms are for three years and two terms are for four years. Recruitment for applicants began in September of 2011 and continued until December 30, 2012. In all 5 applications were received. Interviews of 5 candidates were conducted on January 10, 2012. Tonight Council will conduct an Executive Session to discuss the qualifications of the Candidates. They will return to open session and make appointments by voting on the candidates until four candidates receive 4 or more votes. These names will be added to the resolution and the resolution will be approved by the Council.

Background: The Sammamish City Council has always valued parks and recreation as is demonstrated by the fact that this was the first commission the Council authorized back in September of 1999. For the last eleven years the Parks & Recreation Commission has provided valuable assistance in park acquisition and planning as well as guidance and direction on recreation programs. On November 1, 2011 the City Council adopted Ordinance O2011-311 which amending the terms of the commission so that no more than three or four positions would expire at any one time.

Financial Impact: N/A

Recommended Motion: Vote for four members to fill the vacancies on the Parks and Recreation Commission, assign them to numbered positions and adopt the resolution appointing them.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH
WASHINGTON APPOINTING FOUR MEMBERS TO
THE PARKS AND RECREATION COMMISSION**

WHEREAS, the City Council created a Parks and Recreation Commission consisting of nine members; and

WHEREAS, there are currently four vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Commission positions; and

WHEREAS, the City Council interviewed candidates at an open public meeting occurring on January 10, 2012; and

WHEREAS, the City Council now desires to fill the four vacancies on the Parks and Recreation Commission;

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

Section 1. Appointment of Parks and Recreation Commissioners. The City Council hereby appoints the following individuals to the Sammamish Parks and Recreation Commission as hereafter set forth:

_____	, Position 6	Term Expires January 31, 2015
_____	, Position 7	Term Expires January 31, 2015
_____	, Position 8	Term Expires January 31, 2016
_____	, Position 9	Term Expires January 31, 2016

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGURAL MEETING THEREOF ON
THE _____ DAY OF JANUARY, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 9, 2012

Passed by the City Council:

Resolution No. R2012-_____

2012 Parks & Recreation Commission Applicants

Open Positions:

Position 6	(3-year term)*
Position 7	(3-year term)*
Position 8	(4-year term)
Position 9	(4-year term)*

Applicants

Brad Conner
Mary Doerr* (currently position 6)
Hank Klein* (currently position 9)
Krist Morrill*(currently position 7)
Ravi Pai

*Indicated Applicant is Current Commissioner



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 9, 2012

Originating Department: Admin Services

Clearances:

- | | | |
|---|---|---|
| <input 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: Resolution: Appointing two members to the Sammamish Planning Commission

Action Required: Appoint two members and adopt resolution

Exhibits:

1. Draft Resolution
2. List of Candidates and vacant positions

Budget: N/A

Summary Statement: There are currently two vacancies on the Planning Commission. Both terms are for a 4 year period. Recruitment for applicants began in September of 2011 and continued until December 30, 2012. In all 9 applications were received. Interviews of 9 candidates were conducted on January 10, 2012. At this evening's meeting Council will conduct an Executive Session to discuss the qualifications of the Candidates. They will return to open session and make appointments by voting on the candidates until two candidates receive 4 or more votes. These names will be added to the resolution and the resolution will be approved by the Council.

Background: The Planning Commission was created by the City Council in February of 2003. The seven member board has assisted the Council by reviewing land use ordinances and by periodically reviewing the Comprehensive Plan and any suggested changes to it. All terms are staggered so that not more than two vacancies routinely occur at once.

Financial Impact: N/A

Recommended Motion: Vote for two members to fill the vacancies on the Planning Commission, assign them to numbered positions and adopt the resolution appointing them.

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 9, 2012
Passed by the City Council:
Resolution No. R2012-_____

2012 Planning Commission Applicants

Open Positions:

Position 1	(4-year term)*
Position 2	(4-year term)*

Applicants

Trevor Bean
Jesse Bornfreund
Wayne DeMeester
Mahbubul Islam*(currently position 1)
Jan Klier*(currently position 2)
Ryan Kohlmann
Jun (Gary) Qiu
Denis Ransmeier
John Strandberg

*Indicated Applicant is Current Commissioner



City Council Agenda Bill

Meeting Date: January 17, 2012

Date Submitted: January 9, 2012

Originating Department: Admin Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: Resolution: Appointing two members to the Beaver Lake Management Board

Action Required: Appoint two members to the Beaver Lake Management Board and adopt resolution

Exhibits:

1. Draft Resolution
2. List of Candidates and vacant positions

Budget: N/A

Summary Statement: Currently there are five vacancies on the Beaver Lake Management Board. In all, five applications were received. These names of the candidates have been added to the resolution and the resolution will be presented to the Council for approval.

Background: On June 19, 2006 the City Council created the Beaver Lake Management District. RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners. The members should be representative of the diversity among property owners within the Beaver Lake watershed. They are expected to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures. Terms for the management district are five years in length. All of the current terms have expired.

In September the City began advertising for applicants by placing ads on the city website and in local newspapers as well as the Beaver Lake Management Publication "The Beaver Lake Monitor" which is mailed to all residents in the district. Applicants are required to live within the boundaries of the management district and must be willing to commit to a five year term whereupon the current Beaver Lake Management District will expire if not renewed by City Council action.

Financial Impact: N/A

Recommended Motion: Appoint the five current applicants to the Beaver Lake Management Board and adopt resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL APPOINTING MEMBERS TO THE BEAVER
LAKE MANAGEMENT DISTRICT ADVISORY BOARD**

WHEREAS, the Beaver Lake Management District began operating in 2007 for a period of ten (10) years; and

WHEREAS, the City Council finds that the District would benefit from a citizen advisory board working in conjunction with the King County Water and Land Resource Division and City staff; and

WHEREAS, the first Beaver Lake Management Board was formed, consisting of five residents, appointed by the City Council for five year terms, and

WHEREAS, all of the terms are now expired and five new residents need to be appointed for additional five year terms, and

WHEREAS, notice was provided to residents living within the boundaries of the Beaver Lake Management District requesting interested persons to submit a letter of interest and resume to the City Council for consideration of appointment to the advisory board; and

WHEREAS, the City Council has received and reviewed 5 qualified applications;

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

Section 1. Appointment of Members. The following individuals are appointed to the Beaver Lake Management District Advisory Board:

Bruce Morgan,	Term expires December 31, 2017
Collin Clark,	Term expires December 31, 2017
Frank Blau,	Term expires December 31, 2017
Tyler Easley,	Term expires December 31, 2017
Robert Brady	Term expires December 31, 2017

Section 2. Open Public Meetings. All meetings conducted by the Advisory Board shall be open public meetings governed under the provisions of RCW Chapter 42.30

Section 3. Meeting dates Established. The meeting schedule of the Advisory Board shall be established by the Advisory Board.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF JANUARY, 2012**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 9, 2012

Passed by the City Council:

Resolution Number R2012-____

2012 Beaver Lake Management Board Applicants

Open Positions:

5 vacant positions 5-year terms (this is the length of time left on the current Beaver Lake Management District)

Applicants

Bruce Morgan*
Collin Clark
Frank Blau
Tyler Easley
Bob Brady

*Indicated Applicant is Current Commissioner

