



City Council, Regular Meeting

AGENDA

February 7, 2012

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- Engineering Excellence Award/American Council of Engineering Companies for the 244th Avenue SE Project

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 January 15, 2012 for pay date January 20, 2012 in the amount of \$241,606.44.
1. Approval: Claims for period ending February 7, 2012 in the amount of \$1,391,282.02 for Check No. 31282 through No. 31394
 2. Resolution: Final Acceptance Chip Seal Project/Doolittle Construction
 3. Resolution: Final Acceptance Crack Seal Project/Doolittle Construction
 4. Interlocal: Aerial Photography/King County
 5. Contract: Environmentally Critical Areas (ECA) Update/AMEC
 6. Approval: Notes for the January 10, 2012 Study Session
 7. Approval: Minutes for the January 17, 2012 Regular Meeting

Public Hearings

8. Ordinance: Second 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 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

Unfinished Business - None

New Business –

9. Resolution: In Support Of Issaquah School District General Obligation Bonds In The Amount Of \$219,121,500 Which Authorizes The District To:
 - Rebuild Clark and Sunny Hills Elementary Schools and Issaquah Middle School;
 - Modernize Liberty High School;
 - Relocate Tiger Mountain Community High School for expanded career and technical training;
 - Improve district-wide heating/ventilation, space, and security;
 - Increase usability of curricular/athletic fields and stadiums, and other improvements;
 - To issue \$219,121,500 of general obligation bonds maturing within a maximum term of 20 years; and
 - To levy excess property taxes annually to repay the bonds.

Executive Session

Council Reports

City Manager Report

Adjournment

AGENDA CALENDAR

Feb. 2012			
Mon 2/6	6:00 pm		Economic Development Self Assessment Tool
Tues. 2/7	6:30 pm	Regular	Presentation: Engineering Excellence Award American Council of Engineering Companies/244 th Project Ordinance Second Reading: Wireless Facilities Code Amendments Resolution: Final Acceptance Chipseal Project/Doolittle (consent) Resolution: Final Acceptance Crack Seal Project/Doolittle (consent) Interlocal: Aerial Photograph/King County (consent) Contract: ECA Code Update/AMEC (consent) Resolution: Issaquah School District Bond
Tues. 2/13	6:30 pm	Special Study Session	Discussion: Solicitor Ordinance Connectivity Update (including SE 32 nd Street Traffic Data Results) Transportation Level of Service
Tues. 2/21	6:30 pm	Special Meeting	Resolution: Final Acceptance 2011 Overlay Project/Lakeside (consent) Ordinance: First Reading amending Parking regulations Resolution: Final Acceptance ELSP Phase 1b/SCI (consent) Easement: Pigott Property/Freed House relocation
Mar. 2012			
Tues. 3/6	6:30 pm	Regular	Presentation: Dr. Chip Kimball Ordinance: First Reading Repealing SMC Chapter 8.05 Ordinance: First Reading Solicitor Licensing Resolution: Hearing Examiner Procedures Grants: Recycling Events (consent) Contract: Fire Service Study/TBA
Tues. 3/13	6:30 pm	Joint Meeting/Parks Commission	Review: Parks, Recreation and Open Space Plan Discussion Tobacco Free Parks Policy Discussion: SE 8 th Street Master Plan – Site Alternative Discussion: Metropolitan Parks Districts – Parks Funding Presentation: Draft 2012-18 Parks Capital Improvement Plan
Mon. 3/19	6:30 pm	Regular Meeting	Ordinance: Second Reading Solicitor Licensing Ordinance: Second Reading Repealing SMC Chapter 8.05 (consent)
Apr. 2012			
Tues. 4/3	6:30 pm	Regular	Proclamation: Discussion: Sister City
Tues. 4/10	6:30 pm	Study Session	228 th 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	Public Hearing: First Reading Collective Garden Moratorium
Tues. 7/10	6:30 pm	Study Session	
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 Discussion: Pharmaceutical Disposal	Joint Meeting/LWSD Joint Meeting/ISD Joint Meeting/Redmond Joint Meeting/Issaquah	

<< 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 2:30 p.m. Parks and Recreation Volunteer Opportunity 5:30 p.m. Meet LWSD Superintendent Candidate Dr. Traci Pierce 6:30 p.m. City Council Meeting	8	9 4 p.m. Eagle Scout Project meeting 6:30 p.m. Community Garden Steering Committee Meeting	10	11
12	13 6:30 p.m. City Council Study Session	14 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 5:30 p.m. City Council Council Office Hour 6:30 p.m. City Council Special Meeting	22	23	24	25
26	27 7 p.m. Arts Commission Meeting	28	29			

<< February

March 2012

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 p.m. Planning Commission Meeting	2	3
4	5	6 6:30 p.m. City Council Meeting	7 6:30 p.m. Parks and Recreation Commission Meeting	8 6:30 p.m. Community Garden Steering Committee Meeting	9	10
11	12	13 6:30 p.m. City Council Study Session	14 6 p.m. Sammamish Youth Board Meeting	15 6:30 p.m. Planning Commission Meeting	16	17 9 a.m. Parks and Recreation Volunteer Opportunity
18	19 6:30 p.m. City Council Meeting 7 p.m. Arts Commission Meeting	20 5:30 p.m. City Council Council Office Hour	21	22	23	24 9 a.m. Volunteer Event at Lower Commons Park
25	26	27	28	29	30	31



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: February 2, 2012
RE: Claims for February 7, 2012

43,588.53 +	\$ 43,588.53
9,500.00 +	9,500.00
23,940.49 +	23,940.49
887,651.05 +	887,651.05
199,773.63 +	199,773.63
23,558.03 +	23,558.03
7,696.72 +	7,696.72
178,090.74 +	178,090.74
17,482.83 +	17,482.83
1,391,282.02 +	

Top 5 Expense Items in Packet

Eastside Fire & Rescue	\$726,243.97	Jan 2012 Service; 2012 Equip Replacement; 2012 Capital Maint.
King County Finance	\$73,537.66	Road & Traffic Svcs 2011
NW Asphalt	\$68,413.80	Pavement Overlay Program
Columbia Ford	\$44,892.18	Ford Truck
America West Environmental	\$36,319.68	Ice Melt

TOTAL: \$ 1,391,282.02
Check # 31282 through # 31394

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 1/23/2012 - 11:14 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31282	01/23/2012	ANI	ANI Administrators NW Inc	1,743.67	0
31283	01/23/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
31284	01/23/2012	ICMA401	ICMA 401	33,188.68	0
31285	01/23/2012	ICMA457	ICMA457	7,556.18	0
				43,588.53	
Check Total:					

Accounts Payable
Computer Check Register

User: mdunham
 Printed: 01/24/2012 - 4:55PM
 Bank Account: APPR
 Batch: 007.01.2012



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
31286	KINGSUP	King County Superior Court	1/25/2012		9,500.00
		Check 31286 Total:			9,500.00
		Report Total:			9,500.00

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/31/2012 - 11:04 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31287	02/01/2012	US BANK	U. S. Bank Corp Payment System	23,940.49	0
				<u>23,940.49</u>	
Check Total:				<u>23,940.49</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31288	02/07/2012	AADAMS	AAdams Tree Service	832.20	0
31289	02/07/2012	AMERICAW	America West Environmental Supplie	36,319.68	0
31290	02/07/2012	AMEX	American Express	37.55	0
31291	02/07/2012	APWA	American Public Works Assoc	159.00	0
31292	02/07/2012	ASCAP	ASCAP	320.00	0
31293	02/07/2012	AT&TMOBI	AT&T Mobility	184.21	0
31294	02/07/2012	AWC	Association of Wa Cities	779.00	0
31295	02/07/2012	BACKGROU	Background Source Intl	16.00	0
31296	02/07/2012	CENTRALW	Central Welding Supply	204.90	0
31297	02/07/2012	CENTURY	Century Link	42.53	0
31298	02/07/2012	CNR	CNR Inc	38.33	0
31299	02/07/2012	COLUMBIA	Columbia Ford	44,892.18	0
31300	02/07/2012	COMCAST2	COMCAST	106.95	0
31301	02/07/2012	COMPOFF	The Complete Office	110.08	0
31302	02/07/2012	DEERE	John Deere Landscapes	176.27	0
31303	02/07/2012	EASTFIRE	Eastside Fire & Rescue	726,243.97	0
31304	02/07/2012	EVERETTS	Everett Steel, Inc	1,380.15	0
31305	02/07/2012	EVERFORD	Evergreen Ford	94.43	0
31306	02/07/2012	GARCIA	Michelle Garcia	44.02	0
31307	02/07/2012	GOVDELIV	GovDelivery, Inc.	5,400.00	0
31308	02/07/2012	GRAINGER	Grainger	1,368.44	0
31309	02/07/2012	GUROL	Kamuron Gurol	171.68	0
31310	02/07/2012	HENDERDO	Doug Henderson	116.00	0
31311	02/07/2012	HOWARD	Lyman Howard	112.46	0
31312	02/07/2012	INTEGRA	Integra Telecom	2,187.56	0
31313	02/07/2012	IPS	Integrated Print Solutions, Inc	3,285.00	0
31314	02/07/2012	ISSAQI	Issaquah Press, Inc.	165.00	0
31315	02/07/2012	ISSIGNS	Issaquah Signs	120.45	0
31316	02/07/2012	ISSTROPH	Issaquah Trophy & Awards	268.06	0
31317	02/07/2012	JACOBSON	Jacobson Law Group PLLC	200.00	0
31318	02/07/2012	KCFLEET	King County Fleet Admin	123.57	0
31319	02/07/2012	KINGCOMC	King County Mun. Clerks' Ass'n	40.00	0
31320	02/07/2012	KOEHNEN	Amy Koehnen	24.42	0
31321	02/07/2012	MICRO	Microflex, Inc.	1,200.00	0
31322	02/07/2012	MINUTE	Mike Immel	102.92	0
31323	02/07/2012	MOULTON	Paul & Susan Moulton	290.60	0
31324	02/07/2012	NCW ICC	NCW Chapter of ICC	240.00	0
31325	02/07/2012	NETRUCK	North End Truck Equip Inc	1,629.57	0
31326	02/07/2012	NEXTEL	Nextel Communications	1,119.16	0
31327	02/07/2012	NWWeath	NW Weathernet	302.00	0
31328	02/07/2012	OILCAN	Oil Can Henry's	67.88	0
31329	02/07/2012	OLYMPIA	Olympia Bible Baptist	500.00	0
31330	02/07/2012	OVERHEAD	Engineered Products	932.83	0
31331	02/07/2012	PLANTSCA	Plantscapes, Inc	20,975.37	0
31332	02/07/2012	PROTH	Prothman Company	886.83	0
31333	02/07/2012	PSE	Puget Sound Energy	16,923.93	0
31334	02/07/2012	PSFOA	Puget Sound Finance Officers	100.00	0
31335	02/07/2012	QBS	Quality Business Systems	477.85	0
31336	02/07/2012	QUALITYT	Quality Towing, Inc.	862.64	0
31337	02/07/2012	RAINIER	Rainier Wood Recyclers Inc	37.50	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31338	02/07/2012	RAINIERQ	Rainier Quality Homes	268.00	0
31339	02/07/2012	SAFARI	Safari Books Online	1,553.44	0
31340	02/07/2012	SAM	Sammamish Plateau Water Sewer	1,816.04	0
31341	02/07/2012	SEATIM	Seattle Times	681.92	0
31342	02/07/2012	SONITROL	Sound Security, Inc.	840.48	0
31343	02/07/2012	VOYAGER	Voyager	9,659.75	0
31344	02/07/2012	WADES	Wa State Dept of Enterprise Svcs	500.00	0
31345	02/07/2012	WAWORK	Washington Workwear Stores Inc	118.25	0
				<hr/> <hr/>	
Check Total:				887,651.05	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31346	02/07/2012	AUTOMAT	Automated Gates & Equip	6,546.40	0
31347	02/07/2012	BELLCITY	City Of Bellevue	7,388.33	0
31348	02/07/2012	BMC	BMC Select	259.12	0
31349	02/07/2012	CASEENG	Case Engineering, PS	262.50	0
31350	02/07/2012	EVANS	David Evans & Associates, Inc	2,727.13	0
31351	02/07/2012	FAITH	Eastside Friends of Seniors	2,750.00	0
31352	02/07/2012	HOPEFAM	Hopelink/Family Development	1,375.00	0
31353	02/07/2012	HOPEFAMI	Hopelink/Avondale Park	412.50	0
31354	02/07/2012	HWA	HWA GeoSciences, Inc	2,986.97	0
31355	02/07/2012	ISSCITY	City Of Issaquah	14,293.35	0
31356	02/07/2012	ISSIGNS	Issaquah Signs	98.55	0
31357	02/07/2012	JOHNSJAM	James Matthew Johnson	126.00	0
31358	02/07/2012	KESL	Amy C.	126.00	0
31359	02/07/2012	KINGFI	King County Finance A/R	73,537.66	0
31360	02/07/2012	KINGSH	King County Sheriff's Office	873.00	0
31361	02/07/2012	KINGWAT	King County Finance Water & Land I	6,263.45	0
31362	02/07/2012	LAKESIDE	Lakeside Industries	7,713.98	0
31363	02/07/2012	NAMI	NAMI Eastside	687.50	0
31364	02/07/2012	NWASPHAL	NW Asphalt, Inc	68,413.80	0
31365	02/07/2012	SOUNDSAF	Sound Safety Products Co., Inc	135.07	0
31366	02/07/2012	WAEMP	State of Wa Employment Security De	770.12	0
31367	02/07/2012	WHPACIFI	WH Pacific, Inc.	2,027.20	0
				199,773.63	
Check Total:					

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31368	02/07/2012	A&L	A&L Supply	881.44	0
31369	02/07/2012	ANNAPANT	Srividya Annapantula	500.00	0
31370	02/07/2012	BAHAI	Spiritual Assembly of Baha'is	200.00	0
31371	02/07/2012	BEST	Best Parking Lot Cleaning, Inc	12,112.33	0
31372	02/07/2012	CADMAN	Cadman, Inc.	3,122.64	0
31373	02/07/2012	CENTURY	Century Link	42.80	0
31374	02/07/2012	GRAINGER	Grainger	746.53	0
31375	02/07/2012	HOMEDE	Home Depot	212.05	0
31376	02/07/2012	KINGDD	King County DDES	490.88	0
31377	02/07/2012	NETRUCK	North End Truck Equip Inc	289.30	0
31378	02/07/2012	PLANTSCA	Plantscapes, Inc	729.82	0
31379	02/07/2012	PSE	Puget Sound Energy	1,052.21	0
31380	02/07/2012	SAM	Sammamish Plateau Water Sewer	161.79	0
31381	02/07/2012	SUBPROPA	Suburban Propane	1,007.19	0
31382	02/07/2012	WADES	Wa State Dept of Enterprise Svcs	54.75	0
31383	02/07/2012	ZUMAR	Zumar Industries, Inc.	1,954.30	0
				23,558.03	
Check Total:					

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31384	02/07/2012	ANM	ANM Electric Inc	7,696.72	0
				Check Total:	
				7,696.72	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31385	02/03/2012	ANI	ANI Administrators NW Inc	1,683.67	0
31386	02/03/2012	AWCMED	AWC Employee Benefits Trust	100,829.06	0
31387	02/03/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
31388	02/03/2012	ICMA401	ICMA 401	36,111.02	0
31389	02/03/2012	ICMA457	ICMA457	7,723.49	0
31390	02/03/2012	ISD	Issaquah School District	19,624.00	0
31391	02/03/2012	KINGPET	King County Pet Licenses	255.00	0
31392	02/03/2012	LWSD	Lake Washington School Dist	10,635.00	0
31393	02/03/2012	PREPAIDL	LegalShield	129.50	0
Check Total:				178,090.74	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/2/2012 - 3:35 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31394	02/07/2012	TIGERCON	Tiger Construction & Excavation Inc	17,482.83	0
				Check Total:	
				17,482.83	



City Council Agenda Bill

Meeting Date: February 7, 2012

Date Submitted: February 1, 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: 2010 Pavement Management Program – Chip Seal
Final Project Acceptance

Action Required: Adopt Resolution 2012-___ accepting the 2010 Pavement Management Program – Chip Seal project as complete.

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

Budget: There is no impact to the budget. The project was completed in 2010 within the awarded contract amount.

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 seal cracks in pavement 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 6, 2010 regular meeting. Council authorized the City Manager to award and execute a contract with Doolittle Construction, LLC, in an amount of \$180,997 and administer a 10% contingency.

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 (C2010-134)	\$	180,997.00
Final Contract Total	\$	176,868.70



City Council Agenda Bill

Recommended Motion:

Approve the contract (C2010-134) with Doolittle Construction, LLC as complete and adopt Resolution No. R2012- ____ accepting construction of the 2010 Pavement Management Program – Chip Seal project as complete as of January 31, 2012.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2010 PAVEMENT
MANAGEMENT PROGRAM – CHIP SEAL COMPLETE.**

WHEREAS, at the Regular Council meeting of July 6, 2010 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 C2010-134 for construction of the 2010 Pavement Management Program Chip Seal Project with Doolittle Construction, LLC, on July 7, 2010; and

WHEREAS, the project was substantially completed by the contractor on August 25, 2010; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2010 Pavement Management Program Chip Seal 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 7th DAY OF FEBRUARY 2012**

CITY OF SAMMAMISH

Mayor Tomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

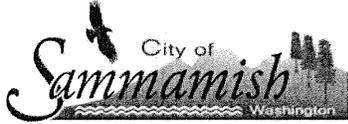
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 1, 2012

Passed by the City Council: _____, 2012

Resolution No.: R2012-____

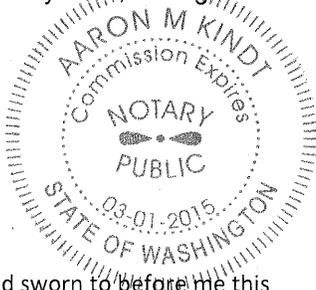


Final Contract Voucher Certificate

Contractor Doolittle Construction, LLC			
Street Address 1900 118th Ave SE			
City Bellevue	State WA	Zip 98005	Date 12/30/11
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2010-134	
Contract Title 2010 Pavement Management Program - Chip Seal			
Date Work Physically Completed 8/25/10		Final Amount \$ 176,868.70	

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 [Signature]
Contractor Authorized Signature Required

Tom Doolittle
Print Signature Name

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

X Aaron M Kindt Notary Public in and for the State of WA

residing at Federal Way

City of Sammamish

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

Approved Date 1/31/12

X [Signature]
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: February 7, 2002

Date Submitted: February 1, 2002

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 Crack Sealing
Final Project Acceptance

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

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

Budget: \$3,000,000 was 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:

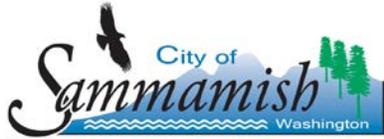
The focus of this project was to seal pavement cracks on various city streets. All design and construction administration work was completed by Public Works Engineering Staff. Authorization for this project was given by Council at the October 17, 2011 regular meeting. Council authorized the City Manager to award and execute a contract with Doolittle Construction, LLC, in an amount of \$121,538 and administer a 10% contingency.

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 (C2011-190)	\$	121,538.00
Final Contract Total	\$	115,936.00



City Council Agenda Bill

Recommended Motion:

Approve the contract (C2011-190) with Doolittle Construction, LLC as complete and adopt Resolution No. R2012-____ accepting construction of the 2011 Pavement Crack Sealing project as complete as of January 31, 2012.

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

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

WHEREAS, at the Regular Council meeting of October 17, 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 C2011-190 for construction of the 2011 Pavement Patching with Doolittle Construction, LLC, on October 25, 2011; and

WHEREAS, the project was substantially completed by the contractor on November 15, 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 7th DAY OF FEBRUARY 2012**

CITY OF SAMMAMISH

Mayor Tomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

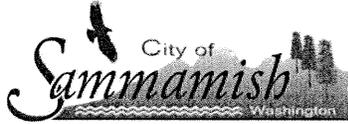
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 1, 2012

Passed by the City Council: _____, 2012

Resolution No.: R2012-____

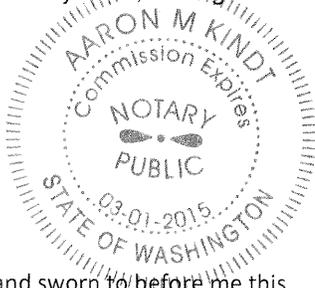


Final Contract Voucher Certificate

Contractor Doolittle Construction, LLC			
Street Address 1900 118th Ave SE			
City Bellevue	State WA	Zip 98005	Date 12/30/11
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2011-190	
Contract Title 2011 Pavement Crack Sealing			
Date Work Physically Completed 11/15/11		Final Amount \$ 115,936.00	

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 [Signature]
Contractor Authorized Signature Required

Tom Doolittle
Print Signature Name

Subscribed and sworn to before me this 9th day of January 20 12

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

residing at Federal way

City of Sammamish

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

Approved Date 01/12/31/12

X [Signature]
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: February 7, 2012

Date Submitted: February 2, 2012

Originating Department: Public Works Department

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: 2012 Regional Aerial Mapping Project

Action Required: Authorize the City Manager to execute a Funding Agreement with King County for orthoimagery and aerial mapping associated with the 2012 Regional Aerial Mapping Project

Exhibits: 1. 2012 Regional Aerial Mapping Funding Agreement

Budget: Contract amount is \$34,660.41 out of \$90,000 in the adopted 2011-2012 Non-Departmental General Fund Budget (001-090-519-90-41-00)

Summary Statement:

The City of Sammamish, along with our fellow eCityGov Alliance members, is participating in the 2012 Regional Aerial Mapping Project, a multi-agency effort to procure orthoimagery and aerial mapping. These materials are key elements used by Staff for many aspects of the City's work program. Previously the City has participated in aerial mapping procurements with the City of Issaquah and Sammamish Plateau Water & Sewer District in 2002 and 2006. In 2009 and 2010 the City purchased aerial imagery from King County.

Background:

The 2012 Regional Aerial Mapping Project operates under Interlocal Funding Agreements with all participating agencies. Participants in the agreement are represented by a Project Steering Committee (PSC). King County is the contracting agent and serves as Project Manager. The purpose of the agreement is to permit a consortium of governmental units and local entities to cooperate on the funding of a 2012 Regional Aerial Mapping Project. By coordinating the work between multiple agencies, all involved will realize significant cost savings because of the economies of scale. The project will use vendor services for the production of orthoimagery and related aerial mapping for the approximately 4,100 square miles total project area.

The primary project goal (Standard Deliverable) is 3-inch, 6-inch, and 12-inch resolution orthoimagery, both natural color and near infrared, as well as stereo models, and supporting data. Project costs are shared where Areas of Interest (AOIs) overlap, in turn reducing each party's financial commitment. A



City Council Agenda Bill

secondary project goal (Supplemental Deliverables) is ancillary datasets such as transportation impervious areas, structure rooflines, other impervious surfaces, and detailed contours derived from the Standard Deliverable.

The City's GIS Coordinator has been involved since the formation of the 2012 aerial mapping consortium in early 2011 including participation in crafting of the Funding Agreement & Technical Specifications, Reference Check review team and items specific to Sammamish such as aerial imagery & supplemental product AOs. Sammamish's imagery area is 39.1 square miles; supplemental area is 20.39 square miles.

Participating agencies include: City of Algona, City of Auburn, City of Bainbridge Island, Bainbridge Island Fire Department, Bainbridge Island Land Trust, Bainbridge Island Metro Park and Recreation District, *City of Bellevue*, *City of Bothell*, City of Bremerton, City of Burien, City of Clyde Hill, City of Covington, Covington Water District, City of Des Moines, City of Enumclaw, City of Federal Way, *City of Issaquah*, King County Water District 125, *City of Kenmore*, County of King, *City of Kirkland*, County of Kitsap, Kitsap Public Utility District, Lakehaven Utility District, City of Lynnwood, City of Maple Valley, City of Medina, *City of Mercer Island*, Midway Sewer District, Muckleshoot Tribe, City of Newcastle, City of Normandy Park, North Kitsap Fire and Rescue, City of Pacific, City of Poulsbo, City Redmond, City of Renton, City of Sammamish, City of SeaTac, City of Seattle, Port of Seattle, City of Shoreline, S'Klallam Tribe, *City of Snoqualmie*, Suquamish Tribe, City of Tukwila, Tulalip Tribe, United States Geological Survey, Valley View Sewer District, West Sound Utility District, *City of Woodinville*, City of Yarrow Point, and other counties, cities and governmental service agencies (Note: Cities in italics are eCityGov Alliance members).

Financial Impact:

Funding for this project is a budgeted expense in the adopted 2011-2012 Non-Departmental General Fund Budget. The City will realize a significant benefit of this multi-agency collaboration. The City's share of the 2012 Regional Aerial Mapping Project costs are estimated to be \$34,660.41, significantly less than the \$90,000 budgeted.

Recommended Motion:

Authorize the City Manager to execute a Funding Agreement with King County for orthoimagery and aerial mapping associated with the 2012 Regional Aerial Mapping Project.

2012 Regional Aerial Mapping Funding Agreement

This Funding Agreement (Agreement) is entered into by and among: the City of Algona, the City of Auburn, the City of Bainbridge Island, the Bainbridge Island Fire Department, the Bainbridge Island Land Trust, the Bainbridge Island Metro Park and Recreation District, the City of Bellevue, the City of Bothell, the City of Bremerton, the City of Burien, the City of Clyde Hill, the City of Covington, the Covington Water District, the City of Des Moines, the City of Enumclaw, the City of Federal Way, the City of Issaquah, the King County Water District 125, the City of Kenmore, the County of King, the City of Kirkland, the County of Kitsap, the Kitsap Public Utility District, the Lakehaven Utility District, the City of Lynnwood, the City of Maple Valley, the City of Medina, the City of Mercer Island, the Midway Sewer District, the Muckleshoot Tribe, the City of Newcastle, the City of Normandy Park, the North Kitsap Fire and Rescue, the City of Pacific, the Port of Seattle, the City of Poulsbo, , the City of Redmond, the City of Renton, the City of Sammamish, the City of SeaTac, the City of Seattle, the City of Shoreline, the S'Klallam Tribe, the City of Snoqualmie, the Suquamish Tribe, the City of Tukwila, the United States Geological Survey, the Valley View Sewer District, the West Sound Utility District, the City of Woodinville, the Town of Yarrow Point, and other counties, cities and governmental service agencies that later join (hereinafter "Party" or Parties").

RECITALS

WHEREAS, the Parties to this Agreement consist of a consortium of local governmental entities, including counties, cities, and governmental services agencies; and

WHEREAS, this funding agreement is authorized by chapter 39.34 RCW, the Interlocal Cooperation Act, which allows local governmental entities to make efficient use of their resources by cooperating with each other on a basis of mutual advantage to meet the needs of local communities; and

WHEREAS, the purpose of this Agreement is to permit the Parties to cooperate on the funding of a 2012 Regional Aerial Mapping Project (Project); and

WHEREAS, the Project will utilize vendor services for the production of orthoimagery and related aerial mapping, and include a structure for funding, governance, technical and administrative management, and quality control/quality assurance (QC/QA) of deliverables from the selected vendor (Vendor); and

WHEREAS, agencies throughout the Pacific Northwest region regularly engage in joint operations and provide mutual assistance through effective interagency cooperation. Jointly funding the Project will optimize the agencies' powers and resources, and ensure a standardized product for all participants; and

WHEREAS, this Agreement will provide substantial benefit to the citizens of the participating governmental agencies;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

I. PROJECT DESCRIPTION

All Project details, technical specifications, and deliverable descriptions will appear in the Statement of Work (SOW) to be developed for inclusion in the Invitation to Bid (ITB). Bid submittals will be reviewed, including reference checks. Any bid failing to meet all requirements of the SOW will be rejected. All other bids will be considered accepted and will be ranked based on price. The lowest priced, accepted bid that fully meets all requirements of the SOW will constitute the contract between King County (as representative of the signatories of this Agreement), and the Vendor. The primary Project goal (Standard Deliverables) is 3-inch, 6-inch, and 12-inch resolution orthoimagery, both natural color and near infrared, as well as stereo models, and supporting data. Project costs are shared where Areas of Interest (AOIs) overlap, in turn reducing each Party's financial commitment. A secondary Project goal (Supplemental Deliverables) is ancillary datasets such as transportation impervious, structure rooflines, other impervious surfaces, and detailed contours derived from the Standard Deliverables. These costs will be paid solely by those Parties providing an AOI for these products, discounted for any savings from overlap among the AOIs.

II. PROJECT MANAGER

1. King County shall appoint a King County Project Manager (PM) to manage the Vendor contract on a day-to-day basis. The PM shall report to and make recommendations to the Project Steering Committee (PSC) on the matters described in Section III.2 below, and shall be readily accessible via phone and e-mail by all Parties. The PM shall remain an employee of King County at all times, and King County shall retain the right and duty to supervise the PM at all times. King County will assume all personnel costs associated with project management for the Project.
2. The duties of the PM shall include:
 - a. Form subcommittees and workgroups as needed by the Project, and as directed by the PSC, including a Technical Work Group (TWG).
 - b. In consultation with the TWG, work with, as necessary and as available, supplemental personnel resources as described in Section V.
 - c. Prepare a cost-allocation model for review and acceptance by the PSC. Upon acceptance, populate the model with required data to provide each Party with accurate cost estimates, and a final cost once a bid has been accepted.

- d. Coordinate with King County Procurement to incorporate the SOW into an ITB; advertise the ITB; address any bid addendums; and evaluate, rank, and summarize bid submittals for review by the TWG and the PSC.
 - e. Prepare written justification for all bids that are rejected.
 - f. Manage the Vendor contract on a day-to-day basis and provide direction and guidance to the Vendor as requested by the PSC.
 - g. Report to the PSC and the TWG frequently on the Vendor's progress.
 - h. Account for delivery of all Standard and Supplemental Deliverables, including a defined, but limited, quality check, and coordinate the more detailed QC/QA reviews to be performed by the TWG.
 - i. Submit Vendor change order requests to the TWG and the PSC for evaluation and determination of response.
 - j. Submit Vendor invoices to the PSC and direct payment of such invoices by the Fiscal Agent upon approval of the invoice by the PSC.
3. The PM will provide staff support for and participate in PSC meetings, but shall not be a voting member of the PSC.

III. PROJECT STEERING COMMITTEE

1. A Project Steering Committee (PSC) shall be formed and shall consist of one voting representative from each Party that is a signatory to this Agreement. The TWG will provide one voting representative to the PSC. The PM, as a non-voting member of the PSC, will provide coordination among the PSC, the TWG, and the Vendor. The King County GIS Manager, as the King County representative, will serve as the Chair of the PSC.
2. The PSC shall direct the PM on all substantive decisions concerning the work and shall review and take final action on the following specific items:
 - a. Approve the Project methodology and calculations for cost allocation developed by the PM.
 - b. Approve the SOW jointly developed by the TWG and the PM prior to issuance of the ITB. The SOW will include a schedule for completion of the entire Project.
 - c. Review and approve joint recommendations by the PM and the TWG on the lowest-cost bid submittal that meets all requirements of the SOW.
 - d. Determine a contingency percentage to be applied to the cost allocation model in addition to the Vendor contract price as set forth in Section VII.2.
 - e. Receive reports from the PM for management of the Vendor contract and deliverables.
 - f. Approve the Quality Control/Quality Assurance (QC/QA) Plan developed jointly by the PM and the TWG. Review and approve

- QC/QA results developed and submitted jointly by the PM and the TWG, including rejected deliverables and a timeline for redelivery.
- g. Evaluate and provide direction to the PM regarding change order requests whether initiated by the Vendor or by a member or members of the PSC.
 - h. Authorize Vendor payments as submitted by the PM.
 - i. Develop administrative policies necessary for proper functioning of the PSC, and provide direction for the TWG and other ad hoc groups as may be necessary.
3. Each representative of the PSC may appoint an alternate representative who shall be empowered to act on behalf of the primary representative.
 4. The PSC will make decisions by consensus. However, if consensus cannot be reached, any PSC member may call for a vote. Matters must be approved either by a simple majority of all members present at a meeting, or if the matter is proposed by email in accordance with Section III.5, by a simple majority of the PSC members.
 5. Meetings of the PSC shall be held on an as-needed basis. Meetings may be scheduled at the request of the Chair of the PSC, the PM, or by a majority of the PSC members. The Chair shall be responsible for the logistics of scheduling PSC meetings. Attendance may be in person or via teleconferencing. When required, voting by email will be acceptable.

IV. TECHNICAL WORK GROUP

1. The responsibilities of the Technical Work Group (TWG) shall include:
 - a. Create a SOW for the Project and submit the SOW to the PSC for its approval.
 - b. Review bid(s) ranked by the PM and provide a recommendation to the PSC on ranked bid(s), if any.
 - c. Perform necessary QC/QA for Project deliverables and report results to the PM for communication to the Vendor.
 - d. Execute any other tasks as may be required by the PSC.
2. The TWG will provide one voting representative to the PSC.
3. The TWG shall consist of one voting representative from each Party that is a signatory to this Agreement. A Party's PSC representative may also represent the Party on the TWG.
4. The TWG will make decisions by consensus. However, if consensus cannot be reached, any TWG member may call for a vote. Matters must be approved either by a simple majority of all members present at a meeting, or if the

matter is proposed by email in accordance with Section IV.5, by a simple majority of the TWG members.

5. Meetings of the TWG shall be held on an as-needed basis. Meetings may be scheduled at the request of the chair of the PSC, the PM, or by a majority of the TWG members. The PM shall be responsible for the logistics of scheduling TWG meetings. Attendance may be in person or via teleconferencing. When required, voting by email will be acceptable.

V. SUPPLEMENTAL RESOURCES

1. The PM, in consultation with the TWG, may work with, as necessary and as available, supplemental resources with demonstrated technical expertise related to the project. Contemplated supplemental resources include a registered photogrammetrist (or equivalent expertise); and supplemental project management with proven production and regional project experience.
2. Supplemental resources, when provided, will be beneficial to the project participants. All project costs associated with a registered photogrammetrist (or equivalent expertise) shall be borne by King County; and all supplemental project management costs shall be borne by the Party providing the support.

VI. FISCAL AGENT

1. King County, acting as fiscal agent for the Project, shall:
 - a. Enter into a Vendor contract.
 - b. Validate the cost for each Party.
 - c. Invoice each Party in accordance with this Agreement.
 - d. Maintain Project funds in the King County Imagery Reserve, a separate, non-interest-bearing fund managed by King County GIS Fund 5481, to be disbursed as provided in this Agreement.
 - e. Pay Vendor invoices approved by the PSC.
 - f. Refund excess funds, if necessary.
2. King County shall perform and maintain an accounting of payments received from all Parties including: billings received from the Vendor, payments made to the Vendor, and unspent funds. King County shall provide a statement of this accounting to all Parties in email or writing quarterly or upon written (including e-mail) request.
3. Upon receipt of a notice of any record keeping dispute, King County shall notify all Parties and meet jointly with all interested PSC members within two (2) weeks to resolve any record keeping dispute.

VII. CONTRIBUTIONS BY PARTIES

1. By executing Counterparts, Section XIX of this Agreement, each Party agrees to pay its required monetary contribution, as stated on the signature page, for all Standard and Supplemental Deliverables for its AOI.
2. The actual contribution for each Party (exclusive of grant funds) shall be calculated once the Vendor contract price is set, using the cost allocation model set forth below, which will include a contingency percentage to be determined by the PSC. Cost allocation model for Standard Deliverables (imagery and supporting data): Each Party's funding commitment will be factored as the cost per full 3000-ft x 3000-ft tile (Tile) that intersects its AOI, discounting for significant areas of water. For Tiles where AOIs overlap, the cost will be prorated equally among the affected Parties. Cost allocation model for Supplemental Deliverables: Each Party's commitment will be factored as the deliverable unit cost times the area of the Party's AOI for that deliverable. Where AOIs overlap for the same deliverable, the cost will be prorated equally among the affected Parties. It is the sole responsibility of any affected Party to define the SOW requirements for its Supplemental Deliverables and to pay full costs, if not prorated with another Party.
3. By signing this Agreement, each Party commits to paying its full contribution to the King County Imagery Reserve Fund by 4 p.m., February 29, 2012. Any qualifications to this commitment will be stated in Counterparts, Section XIX, for that Party. An invoice will be generated for each Party.
4. All payments to the King County Imagery Reserve Fund shall be made by check payable to King County Finance, and sent to King County GIS, 201 S Jackson St, Suite 706, Seattle, WA 98104, Attn: Katy Cressey.
5. By signing this Agreement each Party is committing to license the primary Standard Deliverables (orthoimagery and supporting data) for its AOI resulting from this Project. Default licensing terms will apply unless Party-specific licensing terms are included in the SOW. Each Party requiring licensing language different than the default will provide such language for inclusion in the SOW. In contrast, Supplemental Deliverables will be purchased (owned outright) by each Party committing to this Agreement.
6. Except for a contingency amount, as determined by the PSC, King County shall not collect funds in excess of the Vendor contract price unless the contract price has been amended with a PSC-approved change order. All funds collected by King County shall be used solely to pay the Vendor for work completed under the Vendor contract. King County shall not collect, receive or retain any of these funds for project management, administrative fees, or other actions it performs under this Agreement. Should there be an excess of funds, King County will refund any excess if greater than \$10, and if

the affected Party specifically requests the refund. Any excess not refunded shall remain in the Imagery Reserve Fund for use in subsequent regional imagery acquisitions, until this Agreement (or as amended) expires, at which time all remaining funds will be refunded to the affected Parties.

7. If a Party's contribution is made up in whole or in part of grant funds, the Party agrees to provide King County with a copy of the contract between itself and the grant funding agency in order to assist King County and the PSC in complying with the requirements of any such grant. The grant contract shall be provided as soon as possible after committing to this Agreement, and no later than when the Party deposits its funds with King County.
8. In addition to the fiscal commitment for funding the Standard Deliverables and optional Supplemental Deliverables, Parties may, but are not required to, contribute as follows:
 - a. Participate as a member or alternate to the PSC.
 - b. Participate as a member of the TWG or other committee. This may include assisting in establishing ground control, developing specifications for Supplemental Deliverables required by the Party, and developing QC/QA procedures for Standard and Supplemental Deliverables required by the Party.
 - c. Perform all detailed QC/QA of Standard and Supplemental Deliverables (if any) for its AOI using a TWG-defined plan and schedule. (The PM will perform limited, baseline assessment of the Standard Deliverables only).

VIII. ADDITION OF PARTIES

1. An entity may be added to this Agreement as long as the entity signs this Agreement by 4 p.m. December 2, 2011, or by 4 p.m. on the fourteenth (14th) day after the PSC selects a winning bidder, if after December 2nd, 2011.
2. A Party added to this Agreement shall make full payment to the King County Imagery Reserve Fund by 4 p.m. February 29, 2012. A Party may contribute its share from its budget for either FY 2011 or FY 2012.
3. Any entity who wishes to participate in the Agreement after the date established in VIII.1 may become a Party by contributing the required funds to the King County Image Reserve Fund. This contribution will be the full cost (not prorated if shared by other Parties) of a Tile, if a Standard Deliverable, or the applied unit cost, if a Supplemental Deliverable. Any funds due to a Party, whose cost would have otherwise been prorated due to the additional Party, will be managed per Section VII.6.

IX. INDEPENDENT CONTRACTOR

The services provided by King County under this Agreement are those of an independent contractor. Employees of King County are and will remain employees of King County. Employees of the other Parties are and will remain employees of their respective Parties. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

X. INDEMNIFICATION

Each Party shall defend, protect and hold harmless the other Parties from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing this Agreement.

XI. AMENDMENT

The Parties may amend this Agreement. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the Parties.

XII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement shall be instituted only in a court of competent jurisdiction in King County.

XIII. INTEGRATION CLAUSE

This instrument embodies the entire agreement of the Parties with respect to funding of the Vendor contract. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between any Party and King County.

XIV. TERMINATION CLAUSE

In the event that King County decides not to hire a Vendor, this Agreement will terminate and all Parties will receive a full refund of their contributed funds.

XV. NO ASSIGNMENT

The Parties shall not subcontract, assign, or delegate any of their rights, duties or obligations under this Agreement without the express prior written approval of King County.

XVI. DISPUTES

In the event that a dispute arises under this Agreement, the Parties shall endeavor to resolve the dispute in an amicable manner by direct discussions. The Parties may elevate the dispute to the PSC for resolution. If not resolved by the PSC by mutual agreement, then the Parties may engage in alternative dispute resolution by mutual agreement. No party waives its rights to seek legal remedy in the jurisdiction and venue stated in Section XII.

XVII. NOTICES

All notices and other communications shall be given to the PM and all notices and other communications to the other Parties shall be given to the PSC member for each Party. Notices shall be given in writing and shall be sufficiently given and shall be deemed given three (3) calendar days after the date by which the same has been (a) mailed by certified mail, return receipt requested, postage prepaid, to the mailing address shown adjacent to the signatures of the Party to whom it is addressed or (b) sent by email, with adequate proof of receipt retained by the sender, to the email address shown adjacent to the signatures of the Party to whom it is addressed. Any of the Parties may, by notice to all other Parties, designate any further or different addresses to which subsequent notices or other communications shall be sent.

XVIII. EFFECTIVE DATE; TERM

Notwithstanding when this Agreement is signed, this Agreement shall take effect following its execution by each Party and shall expire at the end of 2014 unless terminated sooner. This Agreement may be amended to allow it to be used for subsequent coordinated data collection efforts, including, but not limited to, future orthoimagery acquisitions.

XIX. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

The Funding Commitment information from each Party will be summarized in a report distributed to all members of the PSC.

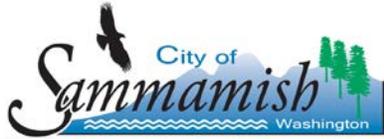
Name of Party	1. Funding Commitment: Standard Deliverables (imagery)	2. Funding Commitment: Supplemental Deliverables	Funding Commitment: TOTAL
City of Sammamish	\$7,954.31	\$15,613.33	\$23,567.63

Note: Item 1 cost includes contingency (15% applied to base imagery base cost only) and applicable tax (9.5% applied to base imagery base cost only)

Item 2 total includes contingency (15% applied to supplemental base cost only) and applicable tax (9.5% applied to supplemental base cost only)

Funding Commitment TOTAL is the sum of Item 1 and Item 2

Party _____	By _____	Approved as to Form Only:
Name _____	Name _____	
Title _____	Title _____	
Address _____	Address _____	
Date _____	Date _____	
Project Steering Committee Representative:		
Name _____		
E-Mail _____		
Phone _____		



City Council Agenda Bill

Meeting Date: February 7, 2012

Date Submitted: January 31, 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: Environmentally Critical Areas update - consultant contract

Action Required: Authorize the City Manager to execute a Contract Agreement with AMEC Environment & Infrastructure, Inc. for Professional Services for Best Available Science review of the Environmentally Critical Areas regulations, report preparation, and technical information

Exhibits:

1. Agreement for Services
2. Memorandum from City Manager to City Council (November 15, 2011)
3. Proposed Schedule

Budget: \$97,080 from the adopted 2011-2012 Community Development Professional Services budget

Summary Statement:

This contract agreement will allow for the update of the Environmentally Critical Areas (ECA) regulations based upon Best Available Science provided by the consultant. Consultant services will include review, analysis and synthesis of Best Available Science, creation of a Best Available Science report, and technical information and support during the ECA update process.

Background:

The City Council hosted a joint meeting with the Planning Commission on November 14, 2011 to establish the scope of the Environmentally Critical Areas update. The City Council identified a narrow scope of review for the update to address specific topic areas of concern. To ensure that this update met state requirements, the City Council also directed the city to include a Best Available Science review of the existing regulations. Finally, the City Council directed completion of the review by January 3, 2013. On December 6, 2011, the City Council approved ordinance O2011-315, which extended the sunset provisions of the Environmentally Critical Areas regulations from January 3, 2012 to January 3, 2013.

A "Request for Proposal" process was initiated in December 2011 for consultant selection. Interviews of two consultant teams were completed in early January. The interview panel included several citizens representing diverse views on environmental regulation in Sammamish. The interview panel provided



City Council Agenda Bill

the City Manager with a summary of notes from the interviews and a consensus recommendation on the consultant.

The selected consultant to assist the city in the review of the Environmentally Critical Areas update is AMEC Environment & Infrastructure, Inc.

Financial Impact:

Sufficient funds are included in the adopted 2012 Professional Services budget for the Department of Community Development. Services provided by the consultant will cost \$77,080 plus a contingency amount of \$20,000 to address unanticipated issues, additional public involvement costs or research tasks that arise in the Planning Commission or City Council review process.

Recommended Motion:

Move to authorize the City Manager to execute a contract with the AMEC Environment & Infrastructure, for an amount of \$97,080 for Professional Services in association with the Environmentally Critical Areas regulation update.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: AMEC Environment & Infrastructure, Inc

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and AMEC Environment & Infrastructure, 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:

 According to the rates set forth in Exhibit " "

 X A sum not to exceed \$97,080 (subject to other below)

 X Other (describe): Not to exceed \$77,080 without authorization by the city under contingency clause (paragraph 3 below); contingency not to exceed \$20,000.

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. **Contingency.** The City may request that the Consultant perform services in addition to those identified in Exhibit "A" of this agreement. Such additional services are contemplated in Exhibit "A" to this agreement under the section entitled "Contingency – Additional research/materials as determined by City". Such services shall only be authorized by the city through written authorization; services performed without written authorization shall not be subject to compensation by the City.

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

5. **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

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

Exhibit 1

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Company Name AMEC Environment & Infrastructure, Inc.
Contact Name Cliff Strong
Street Address 11810 North Creek Parkway N
City, State Zip Bothell, WA 98011
Phone Number (425) 368-1000
Email cliff.strong@amec.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: [Signature]

Title: City Manager

Title: Office Manager

Date: _____

Date: 1/31/12

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

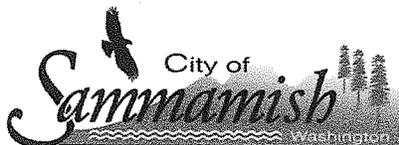
City of Sammamish ECA Update Budget Scope

Task	Labor		Cliff Strong	John Lombard	Cleve Steward	Tad Schwager	Kristie Dunkin	Melinda Gray	Todd Wentworth	Steve Siebert	Kathleen Goodman	Robert Wyckoff	Word Processing	Admin Staff	Direct Costs
	Hours	Cost	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	\$
Meet with city staff to review/refine objectives and confirm known topics.	8.0	\$ 1,160	4.0	4.0											\$ 58
Perform and/or complete research into peer jurisdictions' critical areas regulations with emphasis on neighboring jurisdictions.	20.0	\$ 2,913	16.0	4.0											
Identify and research BAS materials as needed. Review applicable case law and statutory laws including amendments since 2005.	80.0	\$ 11,520	8.0	8.0	4.0	12.0	4.0	12.0	4.0	12.0	4.0	12.0			
Prepare BAS technical memos describing findings, analysis, options, and recommendations based upon research.	48.0	\$ 6,679	4.0	8.0	2.0	5.0	2.0	5.0	2.0	5.0	2.0	5.0	8.0		
Prepare BAS report summarizing process, findings, analysis, options, and recommendations based upon technical review.	26.0	\$ 3,772	12.0	6.0	1.0		1.0		1.0		1.0		4.0		
Provide technical review comments on targeted draft code amendment alternatives at staff direction.	31.0	\$ 4,419	8.0	8.0	1.0	2.0	1.0	2.0	1.0	2.0	1.0	2.0	3.0		
Develop educational materials for public meetings.	30.0	\$ 4,131	12.0	12.0									6.0		
Review of, and assist staff in preparation of the response to, public/agency comments.	12.0	\$ 1,880	4.0	4.0	1.0	0.0	1.0		1.0		1.0				
Provide staff with input on targeted revised initial code amendments at staff direction.	20.0	\$ 2,967	7.0	7.0	1.0		1.0		1.0		1.0		2.0		
Attend relevant P/C and C/C meetings and hearings															
P/C Public Forum - Aquifers, Flooding	10.5	\$ 1,687	3.5	3.5							3.5				\$ 87
P/C rec mtg - Aquifers, Flooding	3.5	\$ 672									3.5				\$ 29
P/C Public Forum - Landslide, Seismic	10.5	\$ 1,520	3.5	3.5					3.5						\$ 87
P/C rec mtg - Landslide, Seismic	3.5	\$ 506							3.5						\$ 29
P/C Public Forum - Erosion, Erosion Near Sensitive Water Overlay	14.0	\$ 2,192	3.5	3.5					3.5		3.5				\$ 115
P/C rec mtg - Erosion, Erosion Near Sensitive Water Overlay	7.0	\$ 1,178							3.5		3.5				\$ 58
P/C Public Forum - Streams, Wetlands, Wetland Mgmt Areas, F&W Habitat, Lake Mgmt District (LMD)	14.0	\$ 2,359	3.5	3.5	3.5		3.5								\$ 115
P/C rec mtg - Wetlands, Wetland Mgmt Areas, LMD	3.5	\$ 672					3.5								\$ 29
P/C rec mtg - Streams, F&W Habitat	3.5	\$ 672			3.5										\$ 29
Joint P/C, C/C handoff meeting	7.0	\$ 1,015	3.5	3.5											\$ 58
C/C hrg - Aquifers, Flooding	3.5	\$ 672									3.5				\$ 29
C/C hrg - Landslide, Seismic	10.5	\$ 1,520	3.5	3.5					3.5						\$ 87
C/C hrg - Erosion, Erosion Near Sensitive Water Overlay	14.0	\$ 2,192	3.5	3.5					3.5		3.5				\$ 115
C/C hrg - Streams, Wetlands, Wetland MA, F&W Habitat, LMD	14.0	\$ 2,359	3.5	3.5	3.5		3.5								\$ 115
Administration	14.0	\$ 1,747	6.0											8.0	
Coordination w/ City staff	41.0	\$ 6,237	22.0	11.0	2.0		2.0		2.0		2.0				\$ 115
Internal coordination	60.0	\$ 9,061	20.0	8.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0			\$ 44
Total Labor	509.0	\$ 75,702	151.0	108.0	26.5	23.0	26.5	23.0	37.0	23.0	37.0	23.0	23.0	8.0	\$ 1,199
Direct Costs (+15% markup)	15%	\$ 1,379													
Total		\$ 77,080													
Contingency: Additional research/materials as determined by City		\$ 20,000													
Total Project Budget		\$ 97,080													

Ntoes:

For P/C & C/C meetings, assume 2 hrs meeting plus 0.25 set up, 0.25 debrief, and 1 hr RT travel per mtg per staff = 3.5 hrs/staff; 26 mi 1-way
 Coordination w/ City staff covers weekly phone calls, plus 2 meetings for 2 staff
 Direct Cost Markup is applied to travel expenses, subcontract expenses, and other direct expenses in support of the project.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you 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: _____

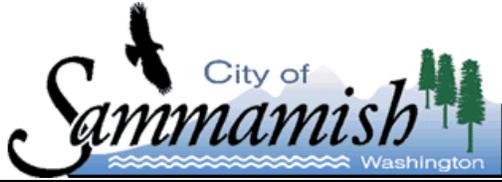
Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425.295.0500 • Fax: 425.295.0600 • web: www.ci.sammamish.wa.us

TO: City Council

November 15, 2011

FM: Ben Yazici, City Manager

RE: Environmental Critical Areas regulations update – schedule and scope

Following the joint City Council and Planning Commission meeting on November 14, 2011, the Council provided the following direction to the city and the Planning Commission related to the Environmental Critical Areas (ECA) regulations update:

- Start with the current ECA regulations and focus on scope in document titled “Known Topics”, provided that the Sammamish Comprehensive Plan is also a guiding document
- The goal is to complete by December 2012; the proposed schedule and public outreach with the target completion date is appropriate. Additional opportunities for communication between the City Council and Planning Commission should be considered by leadership.
- The Best Available Science should be shared with the City Council early in the process.
- The Planning Commission’s transmittal document should include a thorough summary of the proposed changes, a summary of the Best Available Science, the pros and cons of each change, and the Planning Commission’s rationale for recommending each change.
- The review process should emphasize transparency and communication at the Planning Commission and the City Council.

Known Topics

Environmentally Critical Areas update

November 2011

The following is a list of known topics identified for the update of the Sammamish Environmentally Critical Areas (ECA) code. The list is based on direction from the City Council and Planning Commission, permit applicant feedback, resident and stakeholder comments, and staff experience working with the code since 2006. These are shown as topic areas without a specific direction as to the nature of the change. Other topic areas may arise as the update process proceeds. The topic areas include:

- ▶ Restrictions on development in:
 - ▶ Erosion Hazard Near Sensitive Water Bodies (EHNSWB) overlay area
 - ▶ Wetland Management Area overlay area
 - ▶ Landslide Hazard area
- ▶ Mitigation requirements and options for development on sites with wetlands and streams with low functions and values
- ▶ Review of existing and potential areas of flexibility and options for applicants
- ▶ Standards for human-altered or created features (e.g. ditches, altered and urbanized streams, constructed ponds, ponds historically created in wetlands)
- ▶ Standards for new trails and other public development in stream or wetland buffers
- ▶ Terms and definitions in state statute (RCW) and regulations (WAC) and local code, and clarification of state law requirements (bookends)
- ▶ Amendments arising from the updated Best Available Science (BAS) review and/or from changes in statute or case law, or the Sammamish Comprehensive Plan as a guiding document
- ▶ Clarification and housekeeping changes – non-substantive procedural and technical language

Exhibit 3

Item	Nov – 11	Dec – 11	Jan – 12	Feb – 12	Mar – 12	Apr – 12	May – 12	Jun – 12	Jul – 12	Aug – 12	Sep – 12	Oct – 12	Nov – 12	Dec – 12
City Council Policy Direction / Scope						One or more PC / CC Joint Meetings								
Best Available Science Review		Consultant review to provide input on needed BAS updates			Ongoing BAS support through PC and Council review process									
Public Outreach		Initial outreach to community: <ul style="list-style-type: none"> ➤ GovDelivery email listserv established ➤ Newsletter articles ➤ Postcard mailing ➤ Website ➤ Press release 			Ongoing public outreach during PC and Council review					Ongoing public outreach during PC and Council review			As needed for fall back review time	
Planning Commission Review					<ul style="list-style-type: none"> ➤ Review to include following topics: <ul style="list-style-type: none"> • BAS evaluation of erosion, seismic, landslide hazards, critical aquifer recharge areas, wetlands, streams, and administrative provisions • Council identified topics requiring further analysis ➤ Approximately 3 roundtable and public forum presentations followed by PC deliberation on topic(s) ➤ Public Hearing(s) on complete amendment package 									
City Council Review											<ul style="list-style-type: none"> ➤ Review of PC recommendation: <ul style="list-style-type: none"> • Changes based on BAS • Public policy amendments ➤ SEPA checklist, Dept. of Commerce review ➤ Public Hearings 		Fall back time for review	



STUDY SESSION NOTES

Study Session January 10, 2012

Mayor Tom Odell opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

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

Sam Rodabough, 1905 216th Avenue SE, He spoke regarding the initiative and referendum process. He said that Sammamish is one of the few cities that does not allow for this process. It is up to the City Council to adopt these powers. He believes that the information that has been provided to the Council from the City Attorney improperly relates only to the state referendum process.

Topics

- **Arts Commission, Parks & Recreation Commission, Planning Commission Interviews**
Council interviewed applicants for the three commissions. Appointments will be made at the January 17, 2012 Council meeting.
- **Referendum and Initiative Process**
City Attorney Bruce Disend gave the staff report and answered questions from the Council. Additional information will be provided to the Council and this topic will be scheduled for a later meeting.
- **SE 8th Street Park Master Plan – Hopes, Dreams and Fears**
Parks & Recreation Director Jessi Richardson gave the staff report and a PowerPoint presentation regarding the Master Plan for the SE 8th Street Park (formerly known as the Pigott Property). *(Presentation available on the city's website at www.ci.sammamish.wa.us)*

Adjournment

10:45 pm

COUNCIL  **MINUTES**

Special Meeting
January 17, 2012

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

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

MOTION: Councilmember Curley moved to excuse Councilmember Whitten. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, City Engineer Jeff Brauns, Police Chief Nate Elledge, Director of Finance and IT, Joe Guinasso, City Attorney Bruce Disend, City Clerk Melonie Anderson and Administrative Assistant Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Gerend led the pledge.

Approval of Agenda

MOTION: Councilmember Gerend moved to approve the agenda. Councilmember Vance seconded. Motion carried unanimously 6-0.

Mayor Odell requested to remove item number 6 off the consent agenda for discussion before the Public Hearing.

MOTION: Councilmember Gerend moved to approve the revised agenda. Councilmember Vance seconded. Motion carried unanimously 6-0.

Public Comment – No public comment

Consent Calendar

- 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

MOTION: Councilmember Vance moved to approve consent calendar. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Contract: NE 8th St & 233rd Roundabout/Jacobs

City Manager Ben Yazici gave an update to Council on the 2nd access/roundabout to Eastlake High School on NE 8th at 233rd Ave NE. City Engineer Jeff Brauns gave a presentation (*PowerPoint can be found on the City website at www.ci.sammamish.wa.us*)

Mr. Brauns expects a 14.5% increase in traffic through this area once the roundabout is complete.

Councilmember Gerend questioned the impact on the adjoining property owners from this project.

Public input will be welcomed once the City is at the design phase. The public has been involved during the permitting process with Lake Washington School District. A rough estimate for the roundabout is \$600,000 to \$650,000 and \$300,000 to \$350,000 for the signal. A signal requires significantly more maintenance. The Lake Washington School District will contribute 14.5% of the costs. The roundabout benefits the pedestrian by having a separate crossing point some distance before the vehicle enters the roundabout. Councilmember Valderrama requested some data on the traffic collision totals and the percent of reduction that is possible. Mr. Brauns will provide that information to him.

MOTION: Councilmember Gerend moved to authorize the City Manager to execute a contract for the design of the NE 8th St & 233rd Roundabout 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/Jacobs Engineering Group. Councilmember James seconded. Motion carried unanimously 6-0.

Public Hearing

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 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.

Community Development Director, Kamuron Gurol gave a staff report. (*PowerPoint can be found on the City website at www.ci.sammamish.wa.us*)

Public Hearing opened at 7:04 pm and continued to the February 7, 2012 meeting with no public comments.

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.

Community Development Director, Kamuron Gurol gave a staff report. (PowerPoint can be found on the City website at www.ci.sammamish.wa.us)

Public Hearing opened at 7:14 pm and closed at 7:15 pm with no public comments.

The Council questioned the costs associated with permitting these Collective gardens and if anyone has shown any interest in establishing a garden. Mr. Gurol stated that no one has contacted the City about the gardens and while the moratorium is in place the City will continue to research and analyze the costs. There could be several more moratoria extensions in the future.

Deputy Mayor James requested City Attorney Bruce Disend research any action that the City of Bellevue has taken in reference to an ordinance banning Collective Gardens. Councilmember Valderrama also requested input from the Sammamish Police Chief on this issue.

MOTION: Councilmember Gerend moved to approve the ordinance extending a moratorium on the establishment of Collective Gardens. Councilmember James seconded. Motion carried unanimously 6-0. (O2012—320)

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.

Council retired to Executive Session at 7:22 pm and returned at 8:30 pm. No action was taken in reference to the property acquisition.

Councilmember Whitten joined the Council for voting on the commission applicants via phone conferencing at 8:32 pm.

Resolution: A Resolution Of The City Of Sammamish Washington Appointing Seven Regular Members To The Sammamish Arts Commission

MOTION: Deputy Mayor James moved to approve appointing Anne Schaefer, Lin Garretson, Claradell Shred, Max Montrey, Bharath Sankaranarayan, Mary Lynn Vance and Daphne Robinson to the Arts Commission. Councilmember Valderrama seconded. Motion carried unanimously 7-0. (R2012-478)

Resolution: A Resolution Of The City Of Sammamish Washington Appointing Four Members To The Parks And Recreation Commission

MOTION: Councilmember Gerend moved to approve appointing Brad Conner, Krist Morrit, Mary Doerrer and Hank Klein to the Parks and Recreation Commission. Councilmember Vance seconded. Motion carried unanimously 7-0. (R2012-479)

Resolution: A Resolution Of The City Of Sammamish Washington Appointing Two Members To The Sammamish Planning Commission

MOTION: Deputy Mayor James moved to approve appointing Mahbulul Islam and Ryan Kohlmann to the Planning Commission. Councilmember Curley seconded. Motion carried unanimously 7-0. (R2012-480)

Resolution: a Resolution Of The City Of Sammamish City Council Appointing Members To The Beaver Lake Management District Advisory Board.

MOTION: Councilmember Gerend moved to approve appointing Bruce Morgan, Collin Clark, Frank Blau, Tyler Easley and Bob Brady to the Beaver Lake Management District Advisory Board. Councilmember Valderrama seconded. Motion carried unanimously 6-0. (R2012-481)

Council Reports

John Curley – Would like a response to emails about streets not being sanded and plowed. Mr. Yazici stated that Citizens are to refer to the City Website for the Snow & Ice Route. Priority goes to major arterials first, then secondary arterials. Once that is completed the crew will focus on local streets.

Mayor Odell – He was contacted recently by the new president of the Issaquah Council about supporting the Issaquah School bond. School boundaries are an important issue that Council needs to keep watch on.

New Committee appointments have been made to Eastside Transportation Partnership, Eastside Fire and Rescue and Suburban Cities Association, Public Issues Committee. Other appointments will be discussed at the Council Retreat.

He would like to thank the city staff for their response to the storm which occurred in the last couple of days. There are many other cities that look to Sammamish on how to handle winter weather.

Tom Vance - He went to the first meeting of the Public Issues Committee of Suburban cities and it will be another month before they deal with any action items. School Siting Task Force has met to discuss the difficulties in siting beyond the urban growth boundary. In August King County will make decisions on combined stormwater/sewage issues, most relating to Seattle, but financed throughout the county.

Don Gerend – Reported on the Suburban Cities Association/Transportation Policy Board on the prioritization work going on at the Puget Sound Regional Council on the Transportation 20/40 Plan. Councilmember Gerend requested a consensus for a motion from Council for the mayor to sign a letter in support of the Governor in her petition to the Federal Government to reduce the classification on the drug marijuana.

Motion: Councilmember Gerend moved to support the request to support the Governor's petition to the Federal Government. Councilmember Curley seconded. Motion was withdrawn It was suggested Council wait till the retreat to discuss this.

City Manager Report

City Manager Yazici gave special thanks to our Senator from 45th District, Andy Hill for contacting him last week and requesting a list of current transportation projects in Sammamish to review for budget purposes. Mr. Yazici submitted three projects that are currently ready to go. They are the Inglewood Hill Non-Motorized Project, the NE 8th/233rd Roundabout Project and the intersection improvements to the Commons Area.

Meeting adjourned at 9:15 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas T. Odell, Mayor



City Council Agenda Bill

Meeting Date: February 7, 2012

Date Submitted: January 31, 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: Second reading. Open and close the public hearing and adopt.

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 in 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 reformation 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: Open the public hearing, take testimony and close the hearing. Motion to adopt the amendments.

**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, a first reading and public hearing on the companion amendments was held on January 17, 2012 and a second reading on the companion amendments was held on February 7, 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

Exhibit 1

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:	February 7, 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;~~

~~(c) 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</u> and <u>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.

Exhibit 1

(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: February 7, 2012

Date Submitted: January 31, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Resolution supporting the Issaquah School District Bond

Action Required: Take testimony in support or opposing the bond measure. Approve resolution

Exhibits:

- 1) Draft Resolution
- 2) Fact Sheet (Provided by the Issaquah School District)
- 3) Capital Projects List (Provided by the Issaquah School District)

Budget: Not Applicable

Summary Statement:

The Volunteers for Issaquah School District (VIS) has asked the City of Sammamish to support the Issaquah School District Bond Measure that will appear on the April 17, 2012 ballot.

Background:

The bond measure will fund the following projects:

- Increase future capacity as well as improving the learning environment
- Rebuilding the oldest schools
- Maintenance and repairs for all facilities
- Increase safety and usability of athletic fields and high school stadiums

Financial Impact: \$219,121,500 to be paid by residents of the district within 20 years.

Recommended Motion: Take public testimony and approve the resolution supporting the bond measure.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON IN SUPPORT OF ISSAQUAH SCHOOL
DISTRICT GENERAL OBLIGATION BONDS IN THE
AMOUNT OF \$219,121,500 WHICH AUTHORIZES THE
DISTRICT TO:**

**Rebuild Clark and Sunny Hills Elementary Schools and
Issaquah Middle School;**

Modernize Liberty High School;

**Relocate Tiger Mountain Community High School for expanded
career and technical training;**

Improve district-wide heating/ventilation, space, and security;

**Increase usability of curricular/athletic fields and stadiums, and
other improvements;**

**To issue \$219,121,500 of general obligation bonds maturing
within a maximum term of 20 years; and**

To levy excess property taxes annually to repay the bonds.

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

RESOLVED, that passage of the Bond will greatly enhance the educational needs of Issaquah School District Students. As such, the Sammamish City Council hereby declares formal support for the proposed Issaquah School District Bond and urges the citizens of the Issaquah School District to vote for the Bond at the April 17, 2012 election, and be it;

RESOLVED, that the City of Sammamish will transmit copies of this resolution to the non-profit Volunteers for Issaquah Schools ("VIS"), an organization that is set up to run a citizens campaign to pass Issaquah School bonds and levies, including the Bond, for use by VIS to support the campaign.

**PASSED 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 L. Disend, City Attorney

Filed with the City Clerk: January 30, 2012

Passed by the City Council:

Resolution No.: R2012-_____



Building the Future for Students

School Construction and Maintenance Bond

April 17, 2012, ballot

What is a school bond?

Washington does not fund regular building or maintenance of public schools. Instead, local voters approve school bonds. Similar to a mortgage, bonds are paid for over about 20 years, helping to keep costs lower for taxpayers. State law mandates that bond dollars be used only for building and maintenance, not classroom operations; careful bond planning, however, is one critical way districts preserve classroom funds. For instance, if a school boiler fails, the replacement is at least \$500,000, equivalent to six teaching positions. If no bond funds are available, classroom operations dollars must be used instead.

Did you know?

Moody's has recognized Issaquah School District's strong fiscal management with its highest Aaa rating. Only 0.76% of all school districts nationwide share this distinction, which keeps tax rates as low as possible for residents.

What is in the 2012 Bond?

- **Future capacity and the learning environment:** Modernize Liberty High's classroom and common areas; add space to accommodate growth at Issaquah Valley Elementary and Apollo Elementary; relocate and renovate Tiger Mountain Community High School to expand district-wide career and technical training.
- **Rebuilds of oldest schools:** After more than five decades, Clark Elementary, Issaquah Middle, and Sunny Hills Elementary are at the end of their lifespans. Long-term financial forecasts favor rebuilding now—in a period of historic low construction costs—rather than making ongoing major repairs in the years ahead. *Additionally, new buildings tend to run about 30% more efficiently, saving utility dollars for classroom operations.*
- **Critical maintenance and repairs for all facilities:** Replace failing roofs, windows, and floors; renovate/repair aging heating, electrical, and mechanical systems; upgrade school security and safety features; paint interiors and exteriors. *Resulting dollars saved in utility efficiencies directly support classroom operations.*
- **Usability and safety:** Increase usability/safety of athletic fields and high-school stadiums. These facilities have not kept pace with growing student demand for classroom or co-curricular use. For example, the bond would save \$150,000 in annual upkeep costs and provide five times more use (eliminating downtime for muddiness and regrowth) for middle-school fields alone.



How will the 2012 bond impact taxes?

- In relation to current tax expenditures, **residents can expect to see a decrease in local school taxes even if the bond is approved**—for example, the owner of a \$500,000 home would pay about \$215 less per year.
- *How?* Recognizing the current economic climate, the new bond package (\$219 million spread over eight years) is structured to be about half as much as the bond debt retiring in 2012. The retiring bond debt will drop the tax rate from \$4.85 to \$4.05 per \$1,000 of assessed property value; approval of the new bond will result in an estimated \$4.42 tax rate.

Questions? Bond2012@issaquah.wednet.edu | 425-837-7000 | www.issaquah.wednet.edu

Download this flier: www.issaquah.wednet.edu/documents/election/bond/bondpage/bondfacts.pdf

Exhibit 3 Construction in the Issaquah School District (ISD)

Fast facts

- Student population: 17,298 headcount (Oct. 2011)
- Geographic size: 110 square miles (7 jurisdictions)
- Number of schools: 24
- Value of capital assets: \$1.2 billion

Growth and building

- 1961: 3,061 students, 5 school buildings
- 1971: 7,486 students, 10 school buildings
- 1981: 7,422 students, 12 school buildings
- 1991: 9,139 students, 14 school buildings
- 2001: 14,588 students, 20 school buildings
- 2011: 17,298 students, 24 school buildings

Past 10 years of construction

- About \$325 million in projects all completed on schedule and within budget
- New buildings: Cascade Ridge Elementary, Creekside Elementary, Grand Ridge Elementary, Newcastle Elementary, Pacific Cascade Middle School, Satellite Transportation Center
- Rebuilds: Briarwood Elementary, Issaquah High
- Remodels: Challenger Elementary, Liberty High, Maywood Middle, Skyline High, Sunset Elementary, Transportation Center
- Critical repairs at all schools

ISD new construction

Comparable:

Price per square foot	Issaquah School District	Average of neighboring districts' projects*
Elementary buildings	\$227	\$265
High school buildings	\$226	\$309

Historic:

	National Construction Cost Index**	Percent change	<i>The National Construction Cost Index indicates that inflation remains remarkably tame; however, underlying costs will start to build pressure for price increases in the future.</i> <i>Commodity and material prices have stabilized on decreasing global demand. Structural steel and reinforcing bar prices are remaining stable for the near future.**</i>
October 2006	132.89		
October 2007	145.63	+12.74 (9.58%)	
October 2008	154.04	+8.41 (5.77%)	
October 2009	142.48	-11.56 (-7.50%)	
October 2010	142.60	+0.12 (0.084%)	
April 2011	143.42	+0.82 (0.58%)	

Efficiency:

Year	Total building space	Energy consumption	Change
ISD 2001 (baseline)	1,814,354 square feet	132,488 MBTU	Baseline
ISD 2006	2,052,054 square feet (+13.1%)	101,216 MBTU (average 2002-2006)	24% less energy use
ISD 2011	2,369,507 square feet (+30.6%)	127,163 MBTU (average 2007-2011)	4% less energy use

Specific example: Issaquah Middle School (1955 construction) costs 27.43% more to heat than Pacific Cascade Middle School (2005 construction).

Responsible financing

- Cost to borrow at ISD's highest bond rating (Moody's Aaa): The estimated net interest cost for the 2012 voted bond authorization is approximately 5% to 5.25%.
- Cost to borrow at lesser ratings: Depending on authorization structure, lesser rated Washington school bonds may have interest costs .05% to 0.40% higher than ISD's.
- Potential taxpayer savings from the lower rate: About \$9.9 million for ISD's current outstanding bond debt.

*Projects chosen for proximity and completion in the same timeframe; based on 2011 OSPI records.

**The National Construction Cost Index shows the changing cost of construction between 2006 and 2011, relative to base of 100 at April 2001; based on Rider Levett Bucknall April 2011 quarterly report.

