



City Council, Regular Meeting

AGENDA

October 15, 2012

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Skyline High School

Presentations/Proclamations

- National Community Planning Month

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 September 30, 2012 for pay date October 5, 2012 in the amount of \$280,897.99
- 1. Approval: Claims for period ending October 15, 2012 in the amount of \$1,803,397.26 for Check No. 33182 through No. 33287
- 2. Resolution: Accepting the West Parking Lot Expansion Project as Complete
- 3. Resolution: Accepting the West Parking Lot Expansion – Ornamental Fence Installation Project as Complete
- 4. Resolution: Accepting the Evans Pond Stair Replacement Project as Complete
- 5. Resolution: Granting Final Plat Approval to the Plat Of Montesino Estates
- 6. Resolution: Adopting Legislative Priorities for 2013
- 7. Approval: Forterra Grant and Contract for Related Consulting Services/DEA

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

Public Hearings

8. Ordinance: First Reading Vacating The Eastern Most Eight Feet Of 225th Avenue SE South Of SE 32nd Street Adjacent To Tax Parcel No 0924069201
- 9a. Ordinance: First Reading Relating to School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Snoqualmie Valley School District No. 410 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date.
- 9b. Ordinance: First Reading Relating to School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Lake Washington School District No. 414 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date.
- 9c. Ordinance: First Reading Relating to School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Issaquah School District No. 411 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date.

Unfinished Business - None

New Business

10. Resolution: Adopting Criteria To Guide The Use Of City Funds For Infrastructure In The Town Center Planning Area
11. 2013-2014 Budget: Additions or Deletions from Council

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

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AGENDA CALENDAR

Nov. 2012			
Tues. 11/6	6:30 pm	Regular	Recognitions: Curley Award Winners Ordinance Second Reading: School Impact Fees/LWSD, ISD, SVSD Ordinance: First Reading SWM Fees Public Hearing/Ordinance: First Reading 2013-2014 Budget Public Hearing Ordinance: First Reading Property Tax Ordinance: Second Reading SWM Fees Resolution Salary Schedule
Tues. 11/13	5:30 pm	State Legislator Session	Dinner Meeting
Tues. 11/13	6:30 pm Time Approx.	Special Meeting/Study Session	Ordinance: Second Reading SWM Fees Report: Boys & Girls Club Transportation Level of Service Presentation: SE 8 th Street Park/Preferred Plan Discussion: Community Garden
Mon. 11/19	6:30 pm	Regular Meeting	Ordinance: Second Reading 2013-2014 Budget Ordinance: Second Reading Property Tax Resolution Fee Schedule
Dec. 2012			
Tues. 12/4	6:30 pm	Regular	Initiatives & Referendums Public Hearing Ordinance: First Reading CAO Sunset Clause extension Comprehensive Plan Annual Docket Report 2013-2014 Contracts (consent)
Tues. 12/11	6:30 pm	Study Session	Joint Meeting with City of Issaquah
Tues. 12/17	6:30 pm	Regular Meeting	Public Hearing/First Reading Collective Garden Moratorium Extension Ordinance: Second Reading CAO Sunset Clause extension
Jan. 2013			
Tues. 1/1	6:30 pm	New Years Day	City Offices Closed
Tues. 1/8	6:30 pm	Special Meeting	Second Reading Collective Garden Moratorium Extension
Tues. 1/15	6:30 pm	Special Study Session	Commission Interviews
Tues 1/22	6:30 pm	Special Meeting	Commission Appointments
1/31 – 2/2		Council Retreat	
Feb. 2013			
Tues. 2/5	6:30 pm	Regular Meeting	
Tues. 2/12	6:30 pm	Study Session	PC Hand Off: ECA Regulations
Mon. 2/18	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items

Ordinance: Second Reading Puget Sound Energy Franchise Surface Water Fees, Capital Improvement Project and Rates	Joint Meeting/LWSD Joint Meeting/ISD	Cable TV Franchise
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If you are looking for facility rentals, please click [here](#).

<< September

October 2012

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 3 p.m. Sammamish Farmers Market 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	4 6 p.m. Planning Commission Meeting	5	6
7	8	9 6:30 p.m. City Council Special Meeting / Study Session	10	11 10 a.m. Volunteer Event - Meet & Greet	12	13 10 a.m. Art Fair - 6th Annual
14 10 a.m. Art Fair - 6th Annual	15 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	16	17 6 p.m. Sammamish Youth Board Meeting	18 6 p.m. Planning Commission Meeting	19	20 9 a.m. Parks and Recreation Volunteer Opportunity 10 a.m. Sammamish Walks
21	22	23	24	25 7 p.m. Jet City Improv	26	27
28	29	30	31 3 p.m. Halloween Happening			

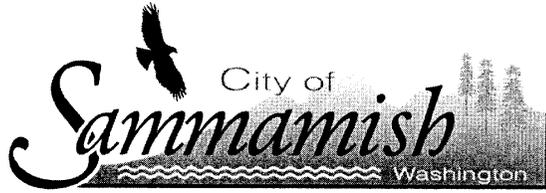
If you are looking for facility rentals, please click [here](#).

<< October

November 2012

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 6:30 p.m. City Council Meeting	7 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	8 10 a.m. Volunteer Event - Meet & Greet Canceled 6:30 p.m. Planning Commission Meeting	9	10 9 a.m. Volunteer Event at Illahee Trail
11	12 12 a.m. Veterans Day City offices closed	13 6:30 p.m. City Council Study Session	14 4 p.m. Gold and Silver Award Opportunities 6 p.m. Sammamish Youth Board Meeting	15 6:30 p.m. Planning Commission Meeting	16	17 9 a.m. Native Plant Salvage and Planting
18	19 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	20	21	22 12 a.m. Thanksgiving Holiday City offices closed	23 12 a.m. Thanksgiving Holiday City offices closed	24
25	26	27	28 5:30 p.m. City Holiday Lighting Ceremony	29	30	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Finance Department
DATE: April 26, 2012
RE: Claims for May 1, 2012

\$ 146,239.49
 35,900.00
 1,803,397.26

Top Five Expense Items in Packet

Watson Asphalt Paving Co	\$565,809.24	Overlay Program
Eastside Fire & Rescue	\$458,113.17	October 2012 Payment on Contract
R.W. Scott Construction Co	\$182,396.04	NE Inglewood Hill Non-Motorized
Thornberg Construction Inc.	\$104,596.66	Evans Pond Stair Replacement
AWC Employee Benefits Trust	\$100,230.83	October Insurance

TOTAL \$1,985,536.75

Check # 33182 through # 33287

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 10/4/2012 - 10:21 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33182	10/05/2012	ANI	ANI Administrators NW Inc	1,566.73	0
33183	10/05/2012	AWCMED	AWC Employee BenefitsTrust	100,230.83	0
33184	10/05/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
33185	10/05/2012	ICMA401	ICMA 401	35,993.00	0
33186	10/05/2012	ICMA457	ICMA457	7,197.33	0
33187	10/05/2012	PREPAIDL	LegalShield	151.60	0
				<hr/> <hr/>	
Check Total:				146,239.49	
				<hr/> <hr/>	

Accounts Payable
 Computer Check Register

User: jboss
 Printed: 10/09/2012 - 8:35AM
 Bank Account: APPR
 Batch: 002.10.2012



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
33188	CRW	CRW Systems	10/9/2012	4	35,900.00
Check 33188 Total:					35,900.00
Report Total:					35,900.00

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 10/11/2012 - 1:16 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33189	10/15/2012	AAAFIRE	AAA Fire & Safety Inc	1,935.96	0
33190	10/15/2012	ACE	Ace Hardware, LLC	1,008.56	0
33191	10/15/2012	ADVANTAG	Advantage Building Services	9,626.78	0
33192	10/15/2012	ALLAROUN	All Around Fence Co	742.41	0
33193	10/15/2012	ALLISON	Allison & Ross, Inc	3,036.44	0
33194	10/15/2012	AMEX	American Express	47.00	0
33195	10/15/2012	ATWORK	At Work!	825.00	0
33196	10/15/2012	BLUEK	Blue K Development LLC	190.00	0
33197	10/15/2012	BRAVO	Bravo Environmental	897.90	0
33198	10/15/2012	BRICKMAN	Brickman Group Ltd LLC	4,553.23	0
33199	10/15/2012	BUILDERS	Builders Exchange of WA	92.45	0
33200	10/15/2012	CAROLLO	Dan Carollo	100.00	0
33201	10/15/2012	CENTRALW	Central Welding Supply	25.96	0
33202	10/15/2012	CENTURY	Century Link	232.19	0
33203	10/15/2012	CERTIFIE	Certified Backflow Testing, Inc	40.00	0
33204	10/15/2012	CHINOOK	Chinook Lumber	368.58	0
33205	10/15/2012	BELLCITY	City Of Bellevue	9,429.26	0
33206	10/15/2012	ISSCITY	City Of Issaquah	13,889.32	0
33207	10/15/2012	REDMOND	City Of Redmond	1,069.74	0
33208	10/15/2012	COMCAST2	COMCAST	213.90	0
33209	10/15/2012	DEJONG	Cory de Jong & Son Inc	2,015.45	0
33210	10/15/2012	COSTCO	Costco Wholesale	1,038.51	0
33211	10/15/2012	HOGAN	D. A. Hogan & Assoc., Inc	5,773.18	0
33212	10/15/2012	DEJONGMA	Mary DeJong	100.00	0
33213	10/15/2012	deSimas	Carl deSimas	1,128.25	0
33214	10/15/2012	DIGITAL	Digital Reprographics Svc Inc	23.95	0
33215	10/15/2012	DILLEY	Jennifer Dilley	285.90	0
33216	10/15/2012	DONOVANH	Heather Donovan	100.00	0
33217	10/15/2012	EASTEQ	Eastside Equipment & Marine	1,495.77	0
33218	10/15/2012	EASTFIRE	Eastside Fire & Rescue	458,113.17	0
33219	10/15/2012	EASTPLUM	Eastside Plumbing Services	712.85	0
33220	10/15/2012	ENOS	Deborah Enos	350.00	0
33221	10/15/2012	FCS	FCS Group Inc.	9,050.00	0
33222	10/15/2012	FERGUSON	Ferguson Enterprises, Inc	2,930.22	0
33223	10/15/2012	FRONTIR2	Frontier	339.95	0
33224	10/15/2012	GRANGE	Grange Supply, Inc.	202.47	0
33225	10/15/2012	GRUEBER	James Grueber	90.91	0
33226	10/15/2012	HOMEDE	Home Depot	1,684.73	0
33227	10/15/2012	HWA	HWA GeoSciences, Inc	49,297.30	0
33228	10/15/2012	IBSEN	IBSEN Towing	193.82	0
33229	10/15/2012	MINUTE	Mike Immel	128.65	0
33230	10/15/2012	IMPACTAB	Impact Absorbents, Inc	515.87	0
33231	10/15/2012	ISSAQ1	Issaquah Press, Inc.	1,373.37	0
33232	10/15/2012	ISD	Issaquah School District	21,648.00	0
33233	10/15/2012	ISSIGNS	Issaquah Signs	399.13	0
33234	10/15/2012	JACOBSEN	Jacobs Engineering Group, Inc	24,913.39	0
33235	10/15/2012	JACOBSON	Jacobson Law Group PLLC	400.00	0
33236	10/15/2012	DEERE	John Deere Landscapes	5,102.91	0
33237	10/15/2012	KCBLANK	King County Finance	61,424.56	0
33238	10/15/2012	KINGPET	King County Pet Licenses	285.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
33239	10/15/2012	KCRADIO	King Cty Radio Comm Svcs	1,138.87	0
33240	10/15/2012	LWSD	Lake Washington School Dist	47,424.00	0
33241	10/15/2012	LAKESIDE	Lakeside Industries	824.06	0
33242	10/15/2012	LEXIS	Lexis Nexis Risk Data Mgmt	214.24	0
33243	10/15/2012	MAILPO	Mail Post	585.56	0
33244	10/15/2012	MAUER	Glen Mauer	7,500.00	0
33245	10/15/2012	IMPACT	Nathan Boessler	500.00	0
33246	10/15/2012	NABARR	National Barricade Co., LLC	666.86	0
33247	10/15/2012	NC MACH	NC Machinery Co	332.61	0
33248	10/15/2012	NEXTEL	Nextel Communications	746.77	0
33249	10/15/2012	NWCASC	Northwest Cascade, Inc.	1,740.72	0
33250	10/15/2012	OER	Olympic Environmental Resource	25,509.50	0
33251	10/15/2012	OTIS	Otis Elevator	549.42	0
33252	10/15/2012	POA	Pacific Office Automation	161.76	0
33253	10/15/2012	PACSOIL	Pacific Topsoils, Inc	2,311.59	0
33254	10/15/2012	GAMMELL	Patricia Payne-Gammell	173.16	0
33255	10/15/2012	PLANTSCA	Plantscapes, Inc	22,452.41	0
33256	10/15/2012	PLATT	Platt Electric	243.91	0
33257	10/15/2012	PSE	Puget Sound Energy	10,373.42	0
33258	10/15/2012	RWSCOTT	R. W. Scott Construction Co	182,396.04	0
33259	10/15/2012	RAINIER	Rainier Wood Recyclers Inc	1,172.50	0
33260	10/15/2012	RED-E	Red-E Topsoil	3,600.00	0
33261	10/15/2012	REIDMID	Reid Middleton, Inc	1,450.99	0
33262	10/15/2012	ROTH	Roth Hill LLC	290.05	0
33263	10/15/2012	ROWLEY	Lucinda Rowley	100.00	0
33264	10/15/2012	SAM	Sammamish Plateau Water Sewer	29,658.49	0
33265	10/15/2012	SEATIM	Seattle Times	306.80	0
33266	10/15/2012	SERVICE	Service Paper Co	159.08	0
33267	10/15/2012	SNOHOMIS	Snohomish County Sheriff's Office	780.24	0
33268	10/15/2012	SPRAGUE	SPRAGUE	270.19	0
33269	10/15/2012	STOECKL	Jane C. Stoecklin	120.00	0
33270	10/15/2012	COMPOFF	The Complete Office	242.17	0
33271	10/15/2012	THORNBUR	Thornberg Construction Inc	104,596.66	0
33272	10/15/2012	UNITRENT	United Rentals NA, Inc	853.21	0
33273	10/15/2012	VALLEYAT	Valley Athletics	64.61	0
33274	10/15/2012	VOYAGER	Voyager	9,493.48	0
33275	10/15/2012	WAAPPRAI	Wa Appraisal Services Inc	2,450.00	0
33276	10/15/2012	WADES	Wa State Dept of Enterprise Svcs	500.00	0
33277	10/15/2012	WALAB	Wa State Dept of Labor & Indus	38,450.75	0
33278	10/15/2012	WATREAS	Wa State Treasurer	1,365.00	0
33279	10/15/2012	WAWORK	Washington Workwear Stores Inc	196.99	0
33280	10/15/2012	WATSON	Watson Asphalt Paving Co	565,809.24	0
33281	10/15/2012	WATSONSE	Watson Security	412.82	0
33282	10/15/2012	WESTERLU	Westerlund Excavation	5,475.00	0
33283	10/15/2012	WESTERNE	Western Entrance Tech LLC	2,641.25	0
33284	10/15/2012	WHPACIFI	WH Pacific, Inc.	25,571.42	0
33285	10/15/2012	WINGIT	Wing-It Productions	1,600.00	0
33286	10/15/2012	NAPA/RED	Woodinville Auto Parts	114.34	0
33287	10/15/2012	ZUMAR	Zumar Industries, Inc.	365.09	0

Check Total:

1,803,397.26



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 9, 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: Final Project Acceptance for the Sammamish Commons west parking lot expansion, Contract C2011-173

Action Required: Adopt Resolution 2012-___ accepting the West Parking Lot Expansion project as complete.

Exhibits:

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate C2011-173
3. Final Estimate C2011-173

Budget: 301-100-594-19-63-00 (West Parking Lot Construction) - \$330,000

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 expand the west parking lot at Sammamish City Hall for use by the King County Sheriff's Office. Authorization for this project was given by Council at the July 18, 2011 regular meeting. Council authorized the City Manager to award and execute a contract up to an amount of \$330,000. Road Construction Northwest (RCNW) was the lowest responsible bidder for the parking lot. The construction contract was awarded to RCNW for \$233,629.20

Financial Impact:

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

Project Budget (301-100-594-19-63-00)	\$	330,000.00
West Parking Lot Construction (C2011-173)	\$	(219,905.84)
Fence Installation (C2011-202)	\$	(49,802.02)
Engineering and Material Testing	\$	(40,870.40)
Storm water system updates	\$	(3,401.48)
Landscaping	\$	(4,986.76)
Remaining Budget	\$	11,033.50



City Council Agenda Bill

Recommended Motion:

Approve the contract C2011-173 with Road Construction Northwest, Inc. as complete and adopt Resolution No. R2012-____ accepting construction of the West Parking Lot project as complete as of May 22, 2012.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
ACCEPTING THE WEST PARKING LOT EXPANSION PROJECT AS
COMPLETE.**

WHEREAS, at the Council meeting of July 18, 2011 the City Council authorized award of the construction contract for the West Parking Lot Expansion Project; and

WHEREAS, the City Manager entered into Contract C2011-173 for construction of the West Parking Lot Expansion Project with Road Construction Northwest, Inc, on July 18, 2011; and

WHEREAS, the project was substantially completed by the contractor on May 22, 2012; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the West Parking Lot Expansion 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 15th DAY OF OCTOBER 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

Exhibit 1

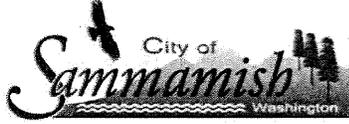
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 10, 2012
Passed by the City Council: October 15, 2012
Resolution No.: R2012-____

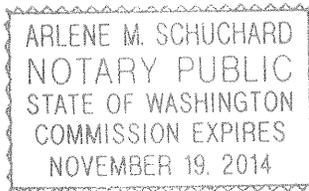


Final Contract Voucher Certificate

Contractor Road Construction Northwest Inc.			
Street Address 2400 East Valley Rd, C-3			
City Renton	State Wa	Zip 98057	Date 8/23/12
City Project Number N/A	Federal Aid Project Number N/A	City Contract Number C2011-173	
Contract Title Sammamish Commons Parking Lot Expansion			
Date Work Physically Completed 5/22/12		Final Amount \$ 219,905.84	

Contractor's Certification

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



X 
 Contractor Authorized Signature Required
Jeff Kanyer
President
 Print Signature Name

Subscribed and sworn to before me this 23RD day of August 20 12

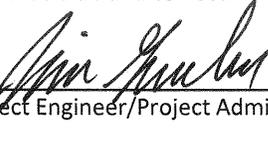
X  Notary Public in and for the State of WA

residing at Maple Valley

City of Sammamish

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

Approved Date 9/20/12

X 
 Project Engineer/Project Administrator

X 
 City Engineer

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

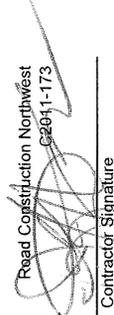
Exhibit 3

Project: Sammamish Commons Parking Lot Expansion
 Final Estimate
 Date: 8/23/2012
 Contractor: Road Construction Northwest
 Contract: C2011-173

Item No.	Description	Bid Quantity	Unit	Unit Bid Price	Amount	Total Progress	
						Quantity	Cost
1	MOBILIZATION (1-09)	1	LS	\$ 19,000.00	\$ 19,000.00	1	\$ 19,000.00
2	TOPSOIL STRIPPING (2-01SP)	1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
3	REMOVAL OF STRUCTURE AND OBSTRUCTION (2-02SP)	1	LS	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00
4	GRAVEL BORROW INCL. HAUL (2-03)	1300	TON	\$ 25.00	\$ 32,500.00	1296.01	\$ 32,400.25
5	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN.	85	LF	\$ 77.00	\$ 6,545.00	85	\$ 6,545.00
6	CONCRETE INLET (7-05)	1	EACH	\$ 900.00	\$ 900.00	1	\$ 900.00
7	CATCH BASIN TYPE 1 (7-05)	1	EACH	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
8	CRUSHED SURFACING BASE COURSE (4-04)	250	TON	\$ 27.00	\$ 6,750.00	454.91	\$ 12,282.57
9	CRUSHED SURFACING TOP COURSE (4-04)	125	TON	\$ 27.00	\$ 3,375.00	204.63	\$ 5,525.01
10	COMMERCIAL HMA (5-04)	210	TON	\$ 125.00	\$ 26,250.00	211.01	\$ 26,376.25
11	SILT FENCE (8-01)	470	LF	\$ 7.00	\$ 3,290.00	384	\$ 2,688.00
12	STREET CLEANING (8-01)	15	HR	\$ 125.00	\$ 1,875.00	0	\$ -
13	INLET PROTECTION (8-01)	3	EACH	\$ 75.00	\$ 225.00	2	\$ 150.00
14	EROSION/WATER POLLUTION CONTROL (8-01)	1	EST	\$ 5,000.00	\$ 5,000.00	3187.86	\$ 3,187.86
15	HIGH VISIBILITY FENCE (8-01)	100	LF	\$ 7.00	\$ 700.00	55	\$ 385.00
16	TOPSOIL TYPE A (8-02SP)	350	CY	\$ 45.00	\$ 15,750.00	180	\$ 8,100.00
17	TOPSOIL TYPE B (8-02)	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00
18	SEEDED LAWN INSTALLATION - LAWN SEED (8-02SP)	665	SYD	\$ 3.00	\$ 1,995.00	850	\$ 2,550.00
19	SEEDED LAWN INSTALLATION - MIXED GRASS SEED (8-02S)	500	SYD	\$ 3.00	\$ 1,500.00	85	\$ 255.00
20	LAWN MOWING (8-02)	665	SYD	\$ 3.00	\$ 1,995.00	0	\$ -
21	EXTRUDED CURB (8-04)	460	LF	\$ 9.00	\$ 4,140.00	428	\$ 3,852.00
22	PAINT LINE (8-22)	720	LF	\$ 1.00	\$ 720.00	690	\$ 690.00
23	FORCE ACCOUNT (1-09)	1	EST	\$ 5,000.00	\$ 5,000.00	407.06	\$ 407.06
24	ADJUST MANHOLE (7-05)	6	EACH	\$ 700.00	\$ 4,200.00	6	\$ 4,200.00
25	ADJUST CATCH BASIN (7-05)	1	EACH	\$ 700.00	\$ 700.00	2	\$ 1,400.00
26	ADJUST VALVE BOX (7-05SP)	1	EACH	\$ 700.00	\$ 700.00	1	\$ 700.00
27	ADJUST SEWER CLEANOUT (7-05SP)	1	EACH	\$ 700.00	\$ 700.00	1	\$ 700.00
28	CEMENT CONC. SIDEWALK (8-14)	70	SY	\$ 45.00	\$ 3,150.00	28	\$ 1,260.00
29	MINOR CHANGES(1-04)	1	EST	\$ 15,000.00	\$ 15,000.00	0	\$ 12,573.25
30	IRRIGATION SYSTEM	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
31	GRAVITY BLOCK WALL	80	SFT	\$ 55.00	\$ 4,400.00	140	\$ 7,700.00
	GROUP A Subtotal				\$213,360.00		

GROUP B	WSST	9.5%	
GROUP B Subtotal			\$ 20,265.20

GROUP A + GROUP B	TOTAL		\$ 219,905.84
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Contractor: Road Construction Northwest
 Contract No.: C2011-173

 Contractor Signature
 Date: 8/23/12

Jeff Kanyer
 President



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 9, 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: Final Project Acceptance for fence installation around the west parking lot for use by the King County Sheriff’s office, Contract C2011-202.

Action Required: Adopt Resolution 2012 - ____ accepting the Parking Lot Expansion – Ornamental Fence Installation project as complete.

- Exhibits:**
1. Resolution of Project Acceptance
 2. Final Invoice

Budget: 301-100-594-19-63-00 (West Parking Lot Construction) - \$330,000

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 construct an enclosed fence around the west parking lot that was expanded for use by the King County Sherriff’s Office at City Hall. Authorization for this project was given by Council at the December 6, 2011 council meeting. Council authorized the City Manager to award and execute a contract in the amount of \$55,277.44 and administer a \$5,000 construction contingency.

Financial Impact:

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

Project Budget (301-100-594-19-63-00)	\$ 330,000.00
West Parking Lot Construction	\$ (219,905.84)
Fence Installation (C2011-202)	\$ (49,802.02)
Engineering and Material Testing	\$ (40,870.40)
Storm water system updates	\$ (3,401.48)
Landscaping	\$ (4,986.76)
Remaining Budget	\$ 11,033.50



City Council Agenda Bill

Recommended Motion:

Approve the contract (C2011-202) with All Around Fence Company as complete and adopt Resolution No. R2012-____ accepting construction of the Parking Lot Expansion – Ornamental Fence Installation project as complete as February 28, 2012.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE WEST PARKING LOT
EXPANSION - ORNAMENTAL FENCE INSTALLATION
PROJECT AS COMPLETE.**

WHEREAS, at the Council meeting of December 6, 2011 the City Council authorized award of the construction contract for the West Parking Lot Expansion - Ornamental Fence Installation Project; and

WHEREAS, the City Manager entered into Contract C2011-202 for construction of the West Parking Lot Expansion - Ornamental Fence Installation Project with All Around Fence Company, on December 8, 2011; and

WHEREAS, the project was substantially completed by the contractor on February 28, 2012; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the West Parking Lot Expansion - Ornamental Fence Installation 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 15th DAY OF OCTOBER 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: October 10, 2012
Passed by the City Council: October 15, 2012
Resolution No.: R2012-____

Exhibit 2



PO Box 1029
Ravensdale, WA 98051-8101

Invoice

Date	Invoice #
2/29/2012	4390

Bill To
City of Sammamish ATTN: Jim Grueber 801 228th Ave SE Sammamish, WA 98075

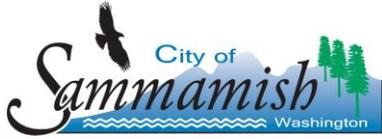
Job Site
801 228th Avenue SE Sammamish, WA 98075

P.O. No.		Terms	Due Date	Rep
		Net 10 days	3/10/2012	RD
Item	Qty	Description	Rate	Amount
Commercial-Iron Gate		Installation of Ornamental Fencing	20,741.30	20,741.30T
Additional Work		Ornamental Roll Gate	19,940.00	19,940.00T
Additional Work		Concrete Sidewalk	1,500.00	1,500.00T
		Landscape Rock	3,300.00	3,300.00T
"All wages have been paid per the Intent filed with Washington State Department of Labor and Industries and no new subcontractors have been added to this project."				

*Final Invoice
8/23/12*

It's been a pleasure working with you!			Subtotal	\$45,481.30
Phone #	Fax #	E-Mail	Sales Tax (9.5%)	\$4,320.72
253-863-4895	253-863-0704	allaroundfence@msn.com	Total	\$49,802.02
			Payments/Credits	\$0.00
			Balance Due	\$49,802.02

*Tia Armstrong
Tera Armstrong
Office Manager*



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Pond Stair Replacement, C2012-128

Action Required: Approve resolution accepting the construction of the Evans Pond Stair Replacement as complete.

Exhibits: 1. Resolution of project acceptance

Budget: \$200,000 is allocated in the 2011-12 Parks Capital Replacement Program.

Summary Statement:

Thornberg Construction Company was selected to complete the Evans Pond Stair replacement project. This project included demolition of an existing rotten wood stair system and the installation of a poured-in-place concrete stair system with galvanized metal handrails. The new stair system has 135 stairs and spans an elevation difference of 73 feet.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

Council authorized the City Manager at the May 14, 2012 meeting to award and execute a contract with Thornberg Construction Co. Inc. for the replacement of the existing public wood stair case in the amount of \$99,299.00 + WSST and to administer a construction contingency in the amount of \$10,000.00. One change order was approved in the amount of \$868.88. The final construction contract amount, including Washington State Sales Tax, was \$109,601.29.

Financial Impact:

None

Recommended Motion:

Approve resolution for acceptance of the construction of the Evans Pond Stair replacement by Thornberg Construction Company.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE EVANS POND STAIR
REPLACEMENT PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of May 14, 2012, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Evans Pond Stair Replacement and

WHEREAS, the City Manager executed contract C2012-128 with Thornberg Construction Company.; and

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

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

Section 1. Acceptance of the Evans Pond Stair Replacement Project as Complete. The City of Sammamish hereby accepts the Evans Pond Stair Replacement project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

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

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

CITY OF SAMMAMISH

Mayor Thomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 10, 2012

Passed by the City Council:

Resolution No.: R2011-_____



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 2012

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat of Montecino Estates (f.k.a Stoddard) Subdivision to create 7 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision for the Stoddard Subdivision
3. Compliance Matrix
4. Map of Final Plat

Budget: N/A

Summary Statement:

The developer of the Montecino Estates development (formerly known as the Stoddard subdivision) is seeking to obtain final plat approval and record the subdivision.

Background:

Description:

The preliminary plat of Montecino Estates (file number PLN2005-00001) was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on October 4, 2005. The Hearing Examiner reviewed this project under the same file number; the project applicant has since changed the subdivision name.

The Montecino Estates subdivision application is vested to the City of Sammamish Municipal Code in effect on December 29, 2004, the date of application. The proposed subdivision was accepted by the City, as it was granted a hardship exemption to the then in effect moratorium on subdivision applications (Ordinance O2004-156). The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat site development permit BLD2007-00583. The improvements have been substantially completed and inspected. The final infrastructure improvements, recreation improvements, and street trees etc. have been bonded for (see below).



City Council Agenda Bill

The site is zoned Residential, 4 units per acre (R-4). Surrounding properties to the north, south, and west are zoned R-4; the property to the east is zoned Residential, 1 unit per acre (R-1). Access to the subdivisions will be via NE 26th Court via 244th Avenue NE.

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$111,666.00.

Landscaping & Recreation Bond:

The applicant has posted a landscaping performance bond in the amount of \$26,422.50.

Transportation Mitigation Fees:

The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of \$26,737.13. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale, if the applicant wishes, on a per lot basis.

Frontage Improvements (244th Avenue) Fee-in-Lieu:

The applicant has paid \$27,833.77 for their proportional share of the improvements along 244th Avenue SE.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$24,815.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

Financial Impact: N/A

Recommended Motions: Approve the 7-lot Montecino Estates subdivision, and authorize the mayor to sign the mylars for the final plat.

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

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
GRANTING FINAL PLAT APPROVAL TO THE PLAT OF
MONTECINO ESTATES

WHEREAS, the City Council has received recommendation of approval for the final plat of the Montecino Estates (formerly known as the Stoddard) subdivision which will create 7 lots; and

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

WHEREAS, the City Council desires to grant final approval to the Montecino Estates subdivision;

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

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

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decisions on October 4, 2005 for the preliminary plat approval of Montecino Estates (PLN2005-00001).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Montecino Estates 7-lot subdivision.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15th DAY OF OCTOBER 2012.

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Exhibit 1

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 10, 2012
Passed by the City Council:
Resolution No.:

**CITY OF SAMMAMISH
HEARING EXAMINER**

Application of Michelle)	File No. PLN2005-00001
Stoddard and Marcie)	
O'Brien for Approval)	FINDINGS OF FACT,
Of a Preliminary Plat)	CONCLUSIONS OF LAW
At 2621 244th Avenue NE.)	AND DECISION

DECISION

The Stoddard/O'Brien preliminary plat is approved, subject to conditions.

INTRODUCTION

This application for approval of the Stoddard/O'Brien preliminary plat came on for hearing before Gordon F. Crandall, Hearing Examiner, on September 21, 2005 at 7:00 PM. The hearing was held at Eastside Fire and Rescue Station # 82. Evan Maxim, Senior Planner for the City of Sammamish presented the staff report and recommendation of the Department of Community Development. Robert N. Parnell, P.E., represented Applicants.

Testifying under oath were:

Evan Maxim	Senior Planner, City of Sammamish
Eric La France	Department of Public Works, Sammamish
Robert N. Parnell, P.E.	Applicants' Representative

The following exhibits were offered and admitted:

- Exhibit 1 Staff Report Recommendation to the Hearing Examiner, September 7, 2005
- Exhibit 2 Request for School District Information and Review, September 7, 2005

During the hearing Applicants questioned a requirement in proposed condition No 12 that:

“Prior to the issuance of any development permits all property necessary for a 35-foot radius at the intersection of the proposed NE 25th Place and 244th shall be obtained by the applicant or deeded to the City of Sammamish...”

The Examiner requested that Applicants submit revised language for Condition 12 for the Examiner's consideration.

On September 28, 2005, Applicants submitted a proposed revision. On September 30, 2005, Aaron Sundberg of the City's Public Works Department objected to the proposed revision. Delora Kerber, the City's Public Works Director, concurred in Sundberg's statement the same day. Finally, Applicants responded to the City's position on October 2, 2005 and suggested further revisions. All of the foregoing was by email. The record was then closed.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Michelle Stoddard and Marcie O'Brien (Applicants) seek approval of a 7-lot preliminary plat at 2621 244th Avenue NE. The site contains 1.89 acres and is improved with a single-family residence and several outbuildings, including a mobile home. The site is lightly treed and slopes gently from east to west.
2. The Sammamish Comprehensive Plan designates the property for urban residential uses, four dwelling units to the acre. The zoning is R-4. Properties to the north, south and west are all zoned R-4. The property to the east, across 244th Avenue NE, is in unincorporated King County and is zoned R-1-P residential.
3. Applicants propose to construct and dedicate a road directly into the site with a cul de sac turnaround, to be named NE 25th Place. All lots would access the internal road, and none would have direct access to 244th Avenue NE. Lots would range from 7,000 to 8,000 square feet in area, and a combination recreation/stormwater detention tract would provide for those essential uses. NE 25th Place would be located on the southern boundary of the site and would provide a sidewalk on the north side but none on the south side. A 35-foot curb return radius to 244th Avenue NE would be provided on the north side. A copy of the site plan is attached as Attachment A.
4. A determination of nonsignificance (DNS) was issued for the project on June 14, 2005. The DNS became final on July 6, 2005. There were no appeals.
5. Students who live at the subdivision will be able to attend McAuliffe Elementary School, Inglewood Junior High School and Eastlake High School, all in the Lake Washington School District. Students will be able to take a bus to school from a bus stop at the entrance to the subdivision.
6. Applicants will be required to pay impact fees for schools (SMC 21A.105) and for traffic improvements (SMC 14A.15.020).

7. Notice of the application, the SEPA DNS and the public hearing was given as required by ordinance. One comment letter was received, with concerns for traffic impacts and loss of rural ambience. One of the notices of the public hearing incorrectly identified the location of the hearing as Fire Station #83. A notice of the correct location was posted there, and the hearing was delayed for 15 minutes to allow anyone who went to that location to have time to come to Fire Station #82. No one who attended said that they were misled.
8. A certificate of traffic concurrency was issued for the project on November 29, 2005. The impact on roads and intersections from seven additional residences will be modest. 244th Avenue NE is a minor arterial. The intersection of NE 25th Street and 244th Avenue must have a curb return radius on both sides of 35 feet. The proposed design does not comply with this requirement.
9. Proposed Condition No. 12 provides:

Prior to issuance of any site development permit all property necessary for a 35 foot radius at the intersection of the proposed NE 25th Place and 244th shall be obtained by the applicant or deeded to the City of Sammamish. If property cannot be obtained, realignment of roadway by the applicant and at the applicant's expense will be necessary.

Applicants propose to amend Condition No 12 to read as follows:

Prior to issuance of any site development permits, the paved asphalt radius along the south side of proposed 25th Place NE (sic) and 244th Ave. NE would be 35 feet radius for the curb return and connect into the existing paved section within 244th Ave. NE. A 35 foot ROW radius is not required on the south side of NE 25th Place. No sidewalk on the south side is required as there would be sidewalk on the north side to access new lots and provide a walkway east to 244th Ave. NE. Landscaping is not required within the 35 foot radius. A 35 foot radius for both curb return and ROW is to be provided on the north side and connect into the existing paved 244th Ave. NE pavement. It is anticipated that if southern property were to develop, their access would not be adjacent to or use NE 25th Place.

10. Applicants have secured certificates of water and sewer availability. A water main now exists in 244th Avenue NE, but a sewer main must be constructed in 244th Avenue NE from NE 27th Street.
11. Applicants will satisfy the recreation area minimums by providing Tract A, which will also contain a stormwater detention and treatment facility. Stormwater will be released at the KCRTS Level 2 flow control standard. As stormwater

eventually flows to Lake Sammamish via Evans and Bear Creeks, Applicants must comply with the Sensitive Lake Protection Menu in the 1998 King County Surface Water Design Manual.

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

From these findings of fact, the Examiner makes the following:

CONCLUSIONS OF LAW

1. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat:

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

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

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

2. The authority to hear and decide an application for approval of a preliminary plat was delegated to the Hearing Examiner by the Sammamish Municipal Code (SMC), subject to appeal to Superior Court. SMC Ch. 20.24; Section 20.20.020.

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

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

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

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

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

Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20 120.

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred.
19.20.140

4. The staff report carefully analyzes the foregoing decision criteria and recommends approval of the preliminary plat, subject to conditions. The Examiner concurs. The application complies with the subdivision statute, the general principles of acceptability and the development code. The preliminary plat should be approved subject to appropriate conditions which among other things will assure compliance with the applicable public works standards.
5. The applicable public works standard here provides that a curb return radius for the intersection of a minor local road to an arterial is 35 feet and requires a sidewalk on both sides.
6. Applicants contend that NE 25th Place will not be "interior to the development" and thus a sidewalk on the south side is not required. In such case, they argue, the improvements required on the south side of the street will be provided from the adjacent property when it develops. They now propose the following revisions to their proposed Condition 12:

We will include landscape within both sides ROW and 244th Ave. NE curb return to the extend (sic) allowed by safe sight distances.

Should the southern property develop, their access could be from NE 25th Place or adjacent to it such as to provide the 35 foot ROW radius with 244th Ave. NE

Applicant will make good faith effort to obtain a 35 foot ROW radius or easement from the adjacent land owner, TL#225069016, and provide to city of Sammamish.

Applicants concede that they cannot guarantee that the owner of the southern property will ever want to develop the property or that if he/she does that he/she will want to make use of NE 25th Place.

7. The public works standards adopted by the City of Sammamish are an attempt to achieve maximum uniformity of planning and engineering and construction practices within the City, and are minimum standards. Any proposed design which is different from the standards is evaluated on the basis that the proposed design will produce a

comparable or superior result, and in every way adequate for the user, the City and the public. Public Works Standards, p. 3. PWS 10.170 Variations.

8. The public works standards are enforced by the Director of Public Works, and govern the design and construction of all facilities within City rights of way. PWS 10.010 Any person aggrieved by an act or decision of the City under the public works standards may appeal to the Hearing Examiner. PWS 10.180. The Public Works Director has determined that the interior street here must provide a 35 foot curb return radius and a sidewalk on the south side of the street. The Examiner will not disturb that decision

.

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

DECISION

The Stoddard/O'Brien preliminary plat is approved, subject to the conditions in attachment B.

DONE this 4TH day of October 2005.



Gordon F. Crandall
Hearing Examiner

Attachment A: Site Plan

Attachment B: Conditions of Approval

RECONSIDERATION

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

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

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

NOTICE OF RIGHT OF APPEAL OF EXAMINER'S DECISION

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

LOT 3

KING COUNTY SHORT PLAT
NO. 682078
REC. NO. 8407311185

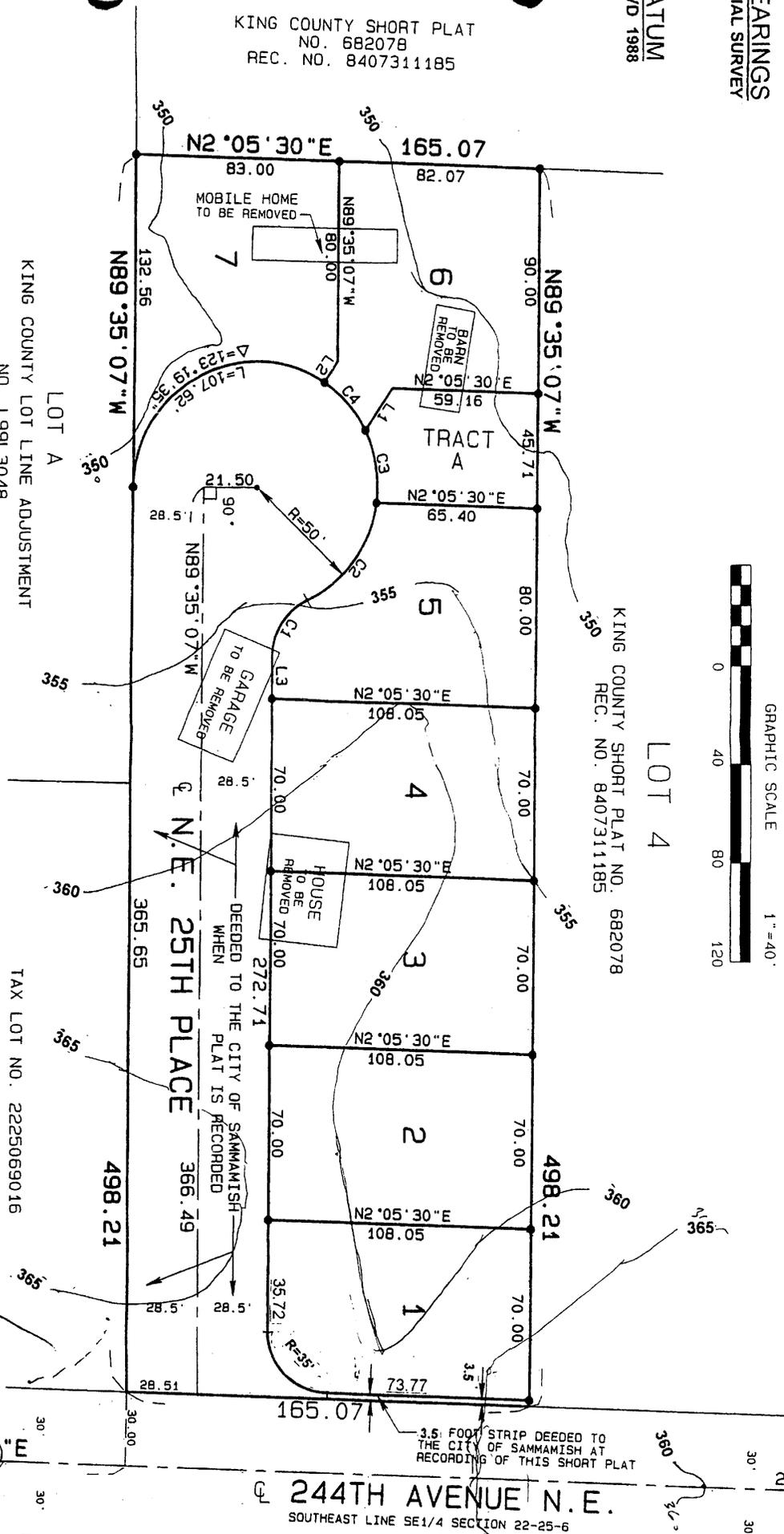
LDATUM
NAVD 1988

F BEARINGS
AERIAL SURVEY

MERIDIAN

KING COUNTY AERIAL SURVEY
N2°05'30"E - EAST LINE SE1/4
SECTION 21, TWP. 25N., RGE. 6E.

LOT A
KING COUNTY LOT LINE ADJUSTMENT
NO. L99L3048
REC. NO. 2000011900014



LEGEND
• SET 1/2" REBAR W/CAP - LS 13731

N2°05'30"E
820.90

244TH AVENUE N.E.
SOUTHEAST LINE SE1/4 SECTION 22-25-6

2626.88

General Conditions:

1. The Applicant shall comply with all county, state, and federal rules and regulations in effect on December 29, 2004, the vesting date of the subject application;
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;
5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;
6. The plat configuration shall be developed in substantial conformance with the site plan received by the City on July 19, 2005, subject to applicable conditions of approval specified by the Hearings Examiner;
7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;
8. Street trees shall be provided per City of Sammamish PWS.15 requirements;
9. For the purpose of insuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;

Prior to Construction:

10. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;

11. Public Works and Community Development approval of the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any onsite construction;
12. Prior to issuance of any site development permits all property necessary for a 35-foot radius at the intersection of the proposed NE 25th Place and 244th shall be obtained by the applicant or deeded to the City of Sammamish. If property cannot be obtained, realignment of roadway by the applicant and at the applicant's expense will be necessary;
13. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures do not exceed a height six (6) feet;
14. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination plans must be submitted and approved prior to approval of construction plans;
15. The applicant shall obtain approval from the water and sewer district of all water and sewer plans prior to issuance of clear & grade permit for any site development work;
16. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;

Prior to recording:

17. The certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;
18. Half street frontage improvements per PWS.15.110 and consistent with Interim Public Works Standard (PWS) Figure 01-02 for a Minor Arterial are required along the property frontage of 244th Ave NE;
19. The proposed NE 25th Place shall be improved as a public local road meeting Interim Public Works Standard (PWS) and as shown on Figure 01-05 for a Local Road;
20. The applicant shall obtain the approval of the Fire Marshall certifying adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;
21. All new utility installation serving the subdivision within the plat or along 244th Ave NE shall be underground;

22. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County;
23. Street trees shall be provided per City of Sammamish PWS.15 requirements;
24. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;
25. The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance Nos. 2004-139 and 2004-140, which contains provisions for payment of Road Impact Fees. At the time of Preliminary Plat approval, a deposit amount shall be equal to fifty percent (50%) of the rates in effect at that time for Impact Fees, less a credit for any previous deposits paid. At the time of Engineering Plan Approval, a deposit amount shall be equal to seventy five percent (75%) of the rates in effect at that time for Impact Fees and SEPA Mitigation Payments, less a credit for any previous deposits paid. At the time a Final Plat, the applicant shall make a payment equal to 100% of the rates in effect at that time for Road Impact Fees, less a credit for any previous deposits paid;
26. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan. Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;
27. Any Surface Water Management Facilities required to be constructed for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;
28. Stormwater facilities shall be designed using the KCRTS Level 2 flow control standard as required by the City of Sammamish Stormwater Management Comprehensive Plan as well as the applicant's drainage analysis identified capacity restrictions on a downstream culvert;
29. Water quality facilities for the project shall be provided using the Sensitive Lake Protection Menu as specified by the 1998 King County Surface Water Design Manual;
30. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure

compliance. No reduction in flow control facility is given for perforated stub-outs;

31. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. The applicant shall submit an overall conceptual recreation space plan for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;
32. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;
33. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;
34. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be submitted prior to or concurrent with the submittal of construction plans; for review and approval prior to final plat approval;
35. Fifty percent (50%) of the required school impact fees along with an administrative fee shall be paid prior to recording of the final plat;

Conditions to appear on the face of the final plat:

36. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws”;*
37. *“The Applicant shall comply with RCW 58.17.280, providing the appropriate “addressing note” with address ranges being on the final plat.”;*
38. *“Maintenance and upkeep of the recreation space contained within Tract A shall be the responsibility of the Home Owners Association”;*
39. *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish”;*

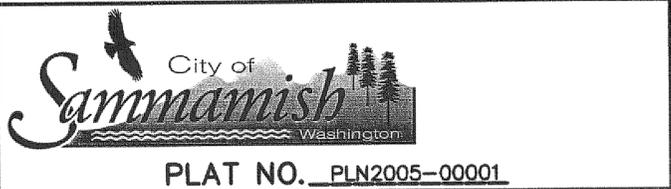
40. *“All Road Impact fees required by City of Sammamish pursuant to SMC Title 14A have been paid.”*
41. *“Per SMC 21A.105, fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance.”*
42. *“Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit”.*
43. *“Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract A this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.”;*
44. *“There shall be no direct vehicle access to or from 244th Ave NE from any lot in the subdivision”, and*
45. *“Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.”*

Exhibit 3

How Short Plat Conditions Were Addressed - Montecino Estates PLN2005-00001					
1	The Applicant shall comply with all county, state, and federal rules and regulations in effect on December 29, 2004, the vesting date of the subject application;	Done.			
2	Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;	Noted.			
3	All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;	Noted.			
4	Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;	Noted.			
5	The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;	Noted.			
6	The plat configuration shall be developed in substantial conformance with the site plan received by the City on July 19, 2005, subject to applicable conditions of approval specified by the Hearings Examiner;	The plat configuration conforms with the site plan received by the City on July 19, 2005			
7	A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;	A proposed maintenance agreement is being submitted for review.			
8	Street trees shall be provided per City of Sammamish PWS.15 requirements;	Done—street trees are being constructed per the approved street tree plan.			
9	For the purpose of insuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;	All required fees and/or bonding will be paid prior to recording.			
10	All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;	Done—the roads are being constructed per the approved road plan.			
11	Public Works and Community Development approval of the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any onsite construction;	Done.			
12	5. Prior to issuance of any site development permits all property necessary for a 35-foot radius at the intersection of the proposed NE 25 th Place and 244 th shall be obtained by the applicant or deeded to the City of Sammamish. If property cannot be obtained, realignment of roadway by the applicant and at the applicant's expense will be necessary;	The radius area deed has been recorded.			
13	Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures do not exceed a height six (6) feet;	Noted.			
14	5. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination plans must be submitted and approved prior to approval of construction plans;	Noted—the street light plans are being put together by PSE			
15	The applicant shall obtain approval from the water and sewer district of all water and sewer plans prior to issuance of clear & grade permit for any site development work;	Done.			
16	Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;	Done.			
17	The certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;	This will be done prior to recording.			
18	Half street frontage improvements per PWS.15.110 and consistent with Interim Public Works Standard (PWS) Figure 01-02 for a Minor Arterial are required along the property frontage of 244 th Ave NE;	Done—the roads are being constructed per the approved road plan.			
19	The proposed NE 25 th Place shall be improved as a public local road meeting Interim Public Works Standard (PWS) and as shown on Figure 01-05 for a Local Road	Done—the roads are being constructed per the approved road plan.			
20	5. The applicant shall obtain the approval of the Fire Marshall certifying adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;				
21	All new utility installation serving the subdivision within the plat or along 244th Ave NE shall be underground;	All new utility installation serving the subdivision within the plat or along 244th Ave NE are being undergrounded.			
22	5. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County;	A maintenance agreement will cover maintenance of common areas.			
23	Street trees shall be provided per City of Sammamish PWS.15 requirements	5. Done—street trees are being constructed per the approved street tree plan.			
24	5. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;	Noted.			
25	The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance Nos. 2004-139 and 2004-140, which contains provisions for payment of Road Impact Fees. At the time of Preliminary Plat approval, a deposit amount shall be equal to fifty percent (50%) of the rates in effect at that time for Impact Fees, less a credit for any previous deposits paid. At the time of Engineering Plan Approval, a deposit amount shall be equal to seventy five percent (75%) of the rates in effect at that time for Impact Fees and SEPA Mitigation Payments, less a credit for any previous deposits paid. At the time a Final Plat, the applicant shall make a payment equal to 100% of the rates in effect at that time for Road Impact Fees, less a credit for any previous deposits paid;	All required fees will be paid prior to recording.			
26	Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan. Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;	Done—the drainage improvements are being constructed per the approved plans.			
27	Any Surface Water Management Facilities required to be constructed for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;	Done—the drainage facility is being constructed within public Tract A.			
28	Stormwater facilities shall be designed using the KCRTS Level 2 flow control standard as required by the City of Sammamish Stormwater Management Comprehensive Plan as well as the applicant's drainage analysis identified capacity restrictions on a downstream culvert;	Done—the drainage facility is being constructed within public Tract A.			

Exhibit 3

29	Water quality facilities for the project shall be provided using the Sensitive Lake Protection Menu as specified by the 1998 King County Surface Water Design Manual;	Done—the drainage improvements are being constructed per the approved plans.			
30	As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs;	Done—the drainage improvements are being constructed per the approved plans.			
31	Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. The applicant shall submit an overall conceptual recreation space plan for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;	Done—the recreation space is being constructed per the approved plans.			
32	Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;	Done—the drainage improvements are being constructed per the approved plans.			
33	Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;	Noted.			
34	The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be submitted prior to or concurrent with the submittal of construction plans; for review and approval prior to final plat approval;	Landscape plans were submitted and approved.			
35	Fifty percent (50%) of the required school impact fees along with an administrative fee shall be paid prior to recording of the final plat;	All required fees will be paid prior to recording.			
36	<i>"No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws";</i>	A note to this effect is shown on final plat.			
37	<i>"The Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat .";</i>	A note to this effect is shown on final plat.			
38	<i>"Maintenance and upkeep of the recreation space contained within Tract A shall be the responsibility of the Home Owners Association";</i>	A note to this effect is shown on final plat.			
39	<i>"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish";</i>	A note to this effect is shown on final plat.			
40	<i>"All Road Impact fees required by City of Sammamish pursuant to SMC Title 14A have been paid."</i>	A note to this effect is shown on final plat.			
41	<i>"Per SMC 21A.105, fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance."</i>	A note to this effect is shown on final plat.			
42	<i>"Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit".</i>	A note to this effect is shown on final plat.			
43	<i>"Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract A this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.";</i>	A note to this effect is shown on final plat.			
44	<i>"There shall be no direct vehicle access to or from 244th Ave NE from any lot in the subdivision", and</i>	A note to this effect is shown on final plat.			
45	<i>"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians."</i>	A note to this effect is shown on final plat.			



DEDICATION

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

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

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

BY: Gerald F. Malitor
MONTECINO-GREENBANK DEVELOPMENT, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY: Gerald F. Malitor
PRINTED NAME

ITS: Mgr. MEMBER
TITLE OF REPRESENTATIVE

STATE OF Washington)
COUNTY OF King) SS

ON THE 24th DAY OF September, 2012, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED Gerald F. Malitor TO ME KNOWN TO BE Manager OF MONTECINO-GREENBANK DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATED September 24, 2012
SIGNATURE OF Frank H. Molitor
NOTARY PUBLIC
PRINTED NAME OF Frank H. Molitor
NOTARY PUBLIC
TITLE Notary
MY APPOINTMENT EXPIRES 9-8-2014
STATE OF WASHINGTON
COUNTY OF King



CITY OF SAMMAMISH APPROVAL

EXAMINED AND APPROVED PER SMC 19A.16
THIS _____ DAY OF _____, 200____

DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

[Signature]
CITY ENGINEER, CITY OF SAMMAMISH

MAYOR, CITY OF SAMMAMISH

FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS _____ DAY OF _____, 2012.

MANAGER, _____ DEPUTY _____
KING COUNTY OFFICE OF FINANCE

LEGAL DESCRIPTION:

THE EAST 528 FEET OF THE SOUTH 165 FEET OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, CONVEYED TO KING COUNTY FOR 244TH AVENUE NORTHEAST BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 4783330.

EXCEPTIONS ON TITLE

- 2. FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER, PUBLIC FACILITIES OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 20110106000751, 20110106000800, 20110106000801 AND 20110106000802.
- 3. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF, RESERVING MINERALS BY ALLEN AND NELSON MILL COMPANY RECORDED AUGUST 10, 1909 UNDER RECORDING NUMBER 632053.
- 4. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON SAID PREMISES FOR ROAD AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 4783330.
- 5. COVENANTS, CONDITIONS AND/OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODE RECORDED UNDER RECORDING NUMBER 8008220377.
- 6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN DANIEL AND ELLEN KELLER AND BRIAN AND MICHELLE STODDARD AND TERRY AND MARCIE O'BRIEN RECORDED UNDER RECORDING NUMBER 20070131001843.

NOTES

- 1. NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAW.
- 2. HOUSE ADDRESSES WITHIN THIS PLAT SHALL BE 24220 TO 24380 FOR N.E. 26TH COURT.
- 3. ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. ALL LOTS ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS AND THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.
- 4. TRAFFIC IMPACT FEES WILL BE PAID CONSISTENT WITH THE PROVISIONS OF SMC 14A.15.

DEPARTMENT OF ASSESSMENTS

EXAMINED AND RECOMMENDED THIS _____ DAY OF _____, 20____

ASSESSOR

DEPUTY ASSESSOR

ACCOUNT NUMBER 222506-9018

RECORDING NO.	VOL./PAGE
SCALE: NTS	
PORTION OF	
SE <u>1/4</u> of SE <u>1/4</u> , S. <u>22</u> T. <u>25</u> N., R. <u>6</u> E.	

NOTES (CONTINUED)

- 5. PER SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.
- 6. A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- 7. THERE SHALL BE NO DIRECT VEHICLE ACCESS TO OR FROM 244TH AVE NE FROM ANY LOT IN THE SUBDIVISION.
- 8. MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS ON 244TH AVENUE N.E. AND N.E. 26TH COURT SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS OR OTHER APPLICABLE ORGANIZATION, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.
- 9. LIGHTING ON N.E. 26TH COURT SHALL BE MAINTAINED BY THE LOT OWNER AS OUTLINED IN MAINTENANCE AGREEMENT, RECC. NO. _____. LIGHTING ON 244TH AVENUE N.E. SHALL BE OWNED AND MAINTAINED BY THE CITY OF SAMMAMISH.
- 10. PARK IMPACT FEES WILL BE PAID CONSISTENT WITH THE PROVISIONS OF SMC 14A.20.

TRACT AND EASEMENT NOTES

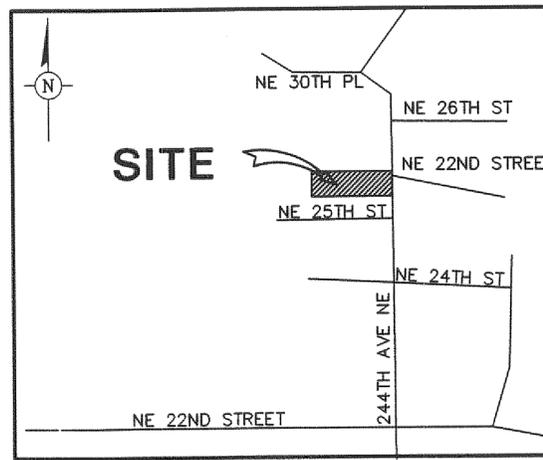
- 1. A 10 FOOT COMBINED UTILITY EASEMENT AS SHOWN ON THE PLAT IS HEREBY RESERVED AND CONVEYED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE COMPANY, SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE SHORT PLAT LYING PARALLEL WITH AND ADJOINING ALL STREETS, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES AND MAINS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION, SANITARY SEWER, WATER AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

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

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

- 2. A WATER AND SEWER EASEMENT IS HEREBY DEDICATED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, OVER, UNDER, THROUGH AND UPON SHOWN ON THIS PLAT AND DESCRIBED BELOW:
 - THE SOUTH 25 FEET OF LOT 7
 - THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE FRONTAGE OF LOTS 1 THROUGH 7 AND TRACT A

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



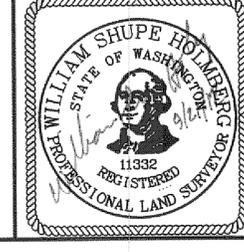
VICINITY MAP
TRACT AND EASEMENT NOTES (CONTINUED)

- 3. TRACT A IS A RECREATIONAL AND STORMWATER TRACT, HEREBY CONVEYED JOINTLY TO THE OWNERS OF LOTS 1 THROUGH 7 BY THE RECORDING OF THIS PLAT. THE LOT OWNERS SHALL BE JOINTLY RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE RECREATIONAL FACILITIES WITHIN THE TRACT, AS OUTLINED IN MAINTENANCE AGREEMENT, RECC. NO. _____. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF SAMMAMISH ON TRACT A FOR THE OWNERSHIP, INSPECTION, MAINTENANCE AND REPAIR OF STORMWATER FACILITY LOCATED WITHIN TRACT A.
- 4. THE 14 FOOT PRIVATE DRAINAGE EASEMENT ON LOT 6, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO THE OWNER OF LOT 7 OF THIS PLAT. THE OWNERS OF LOTS 6 AND 7 OF THIS PLAT SHALL BE JOINTLY RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES IN SAID EASEMENT.
- 5. THE 10 FOOT PUBLIC DRAINAGE EASEMENT ON LOT 6, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO THE CITY OF SAMMAMISH FOR STORM DRAINAGE FACILITIES. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT NO BUILDINGS, RETAINING WALLS, ROCKERIES OR OTHER PERMANENT STRUCTURES SHALL BE CONSTRUCTED WITHIN EASEMENT.
- 6. THE 10 FOOT PRIVATE DRAINAGE EASEMENT ON LOT 2, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO THE OWNER OF LOT 1 OF THIS PLAT. THE OWNERS OF LOTS 1 AND 2 OF THIS PLAT SHALL BE JOINTLY RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES IN SAID EASEMENT.
- 7. THE 10 FOOT PRIVATE DRAINAGE EASEMENTS ON LOTS 4 AND 5, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO THE OWNERS OF LOT 3 AND 4 OF THIS PLAT. THE OWNERS OF LOTS 3 AND 4 OF THIS PLAT SHALL BE JOINTLY RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES IN SAID EASEMENTS.
- 8. THE INDIVIDUAL LOT OWNERS SHALL BE SOLELY RESPONSIBLE RESPONSIBLE FOR MAINTENANCE AND OPERATION OF INDIVIDUAL INFILTRATION TRENCHES.

RECORDER'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____, 20 ____ AT _____ IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF WILLIAM SHUPE HOLMBERG.
MANAGER _____ SUPT. OF RECORDS _____

LAND SURVEYOR'S CERTIFICATE
THIS SHORT PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES IN JULY, 2005.
[Signature]
CERTIFICATE NO. 11332

MONTECINO ESTATES SHORT PLAT



Encompass ENGINEERING & SURVEYING
165 N.E. JUNIPE SUIT 1000 ISSAQUAH, WA 98267
PHONE: (425) 392-1000 FAX: (425) 391-1000
DWN. BY JEF DATE REV 05/23/12 JOB NO. 12519
CHKD. BY WSH SCALE NTS SHEET 1 OF 1
DWG NO. 12519



PLAT NO. PLN2005-00001

RECORDING NO.

VOL./PAGE

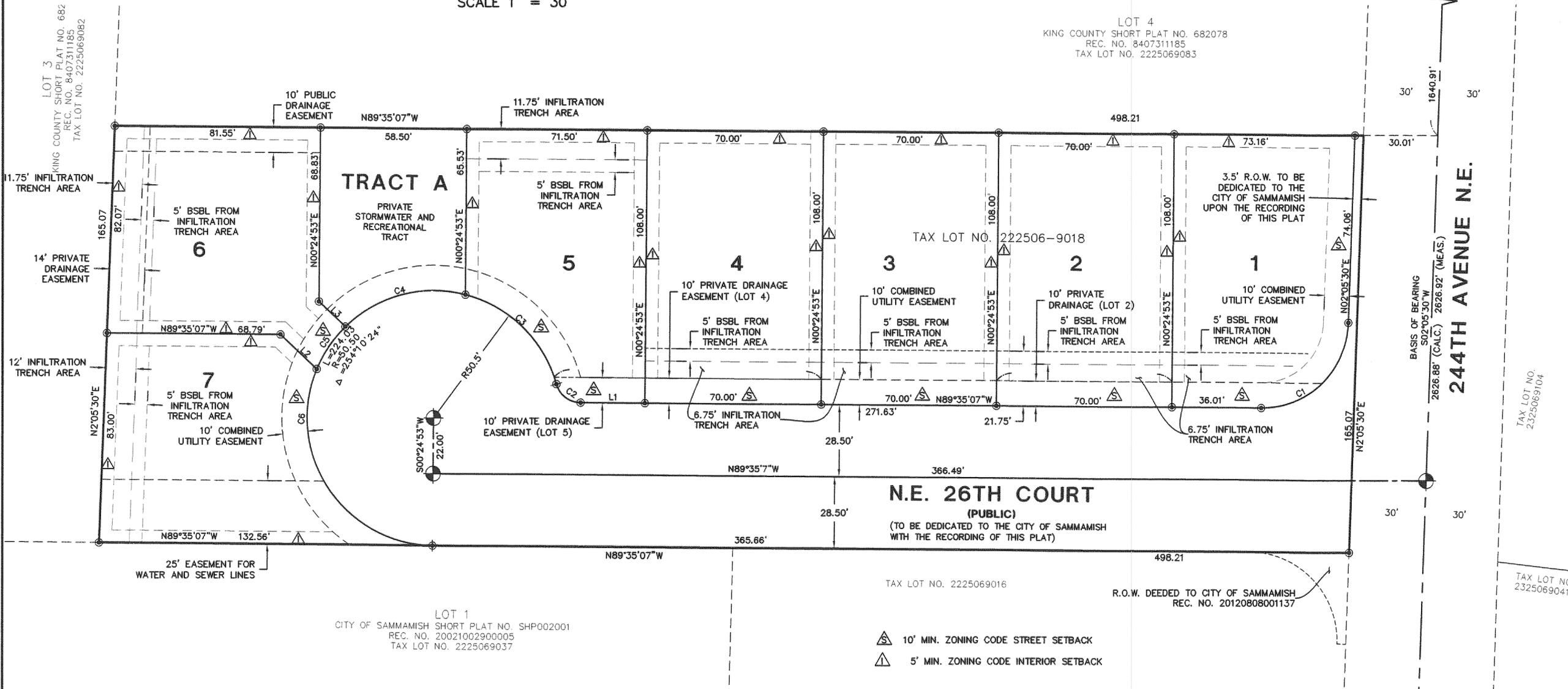
SCALE: 1 INCH = 30 FT.

PORTION OF

SE 1/4 of SE 1/4, S. 22 T. 25 N., R. 6 E., W.M.



SCALE 1" = 30'



LOT AREAS

LOT 1	7,485 SQ. FT.	0.17 ACRES
LOT 2	7,560 SQ. FT.	0.17 ACRES
LOT 3	7,560 SQ. FT.	0.17 ACRES
LOT 4	7,560 SQ. FT.	0.17 ACRES
LOT 5	6,570 SQ. FT.	0.15 ACRES
LOT 6	7,018 SQ. FT.	0.16 ACRES
LOT 7	7,228 SQ. FT.	0.17 ACRES
TRACT 'A'	4,016 SQ. FT.	0.09 ACRES
ROAD DEDICATION	27,208 SQ. FT.	0.62 ACRES
TOTAL AREA	82,205 SQ. FT.	1.89 ACRES

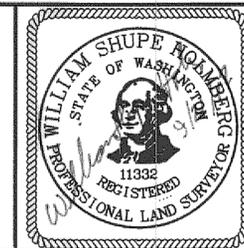
LINE TABLE		
LINE	LENGTH	BEARING
L1	25.62	N89°35'07"W
L2	19.87	N46°25'38"W
L3	14.45	N46°25'38"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	53.95	35.00	88°19'23"
C2	12.95	10.00	74°10'24"
C3	52.93	50.50	60°02'52"
C4	52.01	50.50	59°00'22"
C5	20.42	50.50	23°10'23"
C6	98.67	50.50	111°56'47"

- 10' MIN. ZONING CODE STREET SETBACK
- 5' MIN. ZONING CODE INTERIOR SETBACK

- LEGEND**
- SET REBAR AND CAP LS# 11332
 - SET MONUMENT IN CASE

MONTECINO ESTATES SHORT PLAT



Encompass
ENGINEERING & SURVEYING

165 N.E. JUNIPER ST
SUITE 20
ISSAQUAH, WA 98027
PHONE: (425) 392-0250
FAX: (425) 391-3056

OWN. BY	JEF	DATE	05/23/12	JOB NO.	12519
CHKD. BY	WSH	REV		DWG NO.	12519
SCALE			1" = 30'	SHEET	
				2 OF 2	



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 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: Legislative Priorities for 2013

Action Required: Adopt Resolution

Exhibits: Resolution with Attachment A

Budget:

Summary Statement

The City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of city services, the construction of city facilities, and the associated revenues and costs. The legislative priorities for 2013 attached to the proposed resolution were developed to reflect the needs and interests of the residents and businesses in the City of Sammamish. Once adopted, the City Manager will communicate the legislative priorities and interests to state legislators and make the document available to other interested parties.

Background

Each year, cities like Sammamish develop priorities for consideration by the Washington Legislature. Also, Sammamish participates in a similar process conducted by the Association of Washington Cities (AWC). The AWC legislative priorities for 2013 include the themes of ensuring fiscal sustainability and flexibility, fostering and investing in infrastructure and economic development, and enhancing service provision.

Financial Impact: N/A

Recommended Motion: Adopt Resolution

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

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL ADOPTING LEGISLATIVE PRIORITIES FOR 2013**

WHEREAS, the City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of city services, the construction of city facilities, and the associated revenues and costs; and

WHEREAS, to provide city services and facilities in the most efficient and cost-effective manner, the City of Sammamish needs to communicate our priorities and interests to state legislators and other interested parties; and

WHEREAS, the Association of Washington Cities (AWC) has established legislative priorities for 2013 under the themes of ensuring fiscal sustainability and flexibility, fostering and investing in infrastructure and economic development, and enhancing service provision, and the City of Sammamish supports these priorities; and

WHEREAS, the legislative priorities attached to this resolution reflect the needs and interests of the residents and businesses in the City of Sammamish, and support the AWC priorities.

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

The legislative priorities described in “Attachment A: Legislative Priorities for 2013” are hereby adopted. The City Manager shall provide these priorities to legislators in Legislative Districts 41 and 45 prior to the start of the 2013 session and to other interested parties upon request.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
OCTOBER 15, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 10, 2012

Passed by the City Council:

Resolution No: R2012-____

Attachment A: City of Sammamish Legislative Priorities for 2013

Liquor Tax

- Support Association of Washington Cities (AWC) efforts to ensure that the suspension of liquor excise taxes going to local governments remains temporary (not permanent): *There has been talk of making this suspension permanent as the state continues to look for additional sources of revenue. The suspension means \$250,000 less annually to the city.*

Economic Development/Land Use/Environment

- Tax Increment Financing: *Washington State legislation does not currently allow true tax increment financing to support economic development infrastructure investments.*
- Support legislation to ensure reliable cost recovery for upfront SEPA work: *Legislation is needed to allow local governments to fully recover SEPA review costs for infill development and planned actions via a latecomer's agreement or other mechanisms.*
- Support proposals to align and harmonize varying deadlines in state law for adoption and updating of local comprehensive plans, shoreline master programs and related development regulations: *This would reduce the cost of planning and environmental policy while continuing to protect the environment and promote good planning practice.*

Stormwater

- Reduce unfunded mandates: *As an example, the costs to ratepayers and taxpayers to comply with NPDES requirements are substantial.*

Other:

- Public Record Requests: *The cost to municipalities to comply with harassing and bullying requests has the potential to be enormous and a large taxpayer burden.*
- Binding Arbitration: *Changes binding arbitration to take into consideration pertinent factors and use the final and best offer from either labor or management thus ensuring more realistic positions from the parties rather than allowing the arbitrator to write the labor contract.*
- Internet Commerce Taxing: *Extend Sales Tax Sourcing to point of delivery nationally ensuring tax collection of goods delivered into the state and also protecting in-state merchants from out of state competitors utilizing tax free pricing.*
- Park District Annexations: *There is no mechanism in state law allowing properties annexed into a city to be removed from park district taxation, even though the municipality is then responsible to provide parks services.*
- Medical Marijuana: *Continue to monitor: The Governor's partial veto in 2011 caused a discrepancy between state law and federal law as it relates to collective gardens.*



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 2012

Originating Department: Public Works

Clearances:

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

Subject: Ebright Creek Restoration – Forterra Grant and associated contract with David Evans and Associates

Action Required: Authorize the City Manager to execute a grant contract in the amount of \$74,000 with Forterra (formerly Cascade Land Conservancy), in addition authorize the City Manager to execute a contract with David Evans and Associates (DEA) to complete the work that has been identified in the grant contract, and some additional engineering work for a beaver deceiver, for an amount not to exceed \$93,932.

Exhibits:

1. Professional Services Agreement – Forterra
2. Agreement for Services – David Evans and Associates Inc.

Budget: \$93,932 out of surface water management capital fund. \$74,000 from the budgeted \$200,000 Ebright Creek Culvert Project fund, and \$20,000 from the budgeted Beaver Deceiver program.

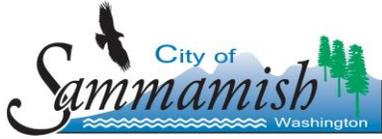
Summary Statement:

Public Works Department is seeking the services of DEA Inc. to assist staff in performing survey and engineering services to satisfy the conditions of the Ebright Creek restoration grant. As proposed the City will receive a \$74,000 grant from Forterra to pay for DEA's services. In addition to the grant work, DEA will also assist staff in the analysis and design of a beaver deceiver at the outlet of Pine Lake.

Background:

The City is a member of the Kokanee Work Group (KWG). The goal of the KWG is to attain the full recovery of the kokanee fishery for Lake Sammamish. Recently, a grant was made available to the KWG through Forterra in the amount of \$74,000. The City has stepped forward to act as the grant administrator. The grant monies include a requirement that they be expended in the 2012 calendar year. This constraint leaves only 10 weeks to complete the tasks identified in the grant scope of services.

The grant will focus on restoration of the lower reaches of Ebright Creek. The grant has a matching requirement that will be met through the crediting of work already performed on the site by the private land owner. No public funds will be necessary to meet the matching requirements. The work will focus



City Council Agenda Bill

first on a survey of the stream and surrounding topography and secondly on a stream design for the lower reaches of Ebright Creek, and finally, an invasive plant removal and native replanting.

For the purposes of satisfying the grant requirements; the City has completed a selection process and has negotiated a scope and fee with DEA. The final deliverable will include the stream survey and project scope details that could be used for future habitat restoration projects.

In addition to the Ebright Creek restoration work, the City will be asking DEA to assist in the analysis and design of a beaver deceiver outlet for Pine Lake. There is a long history associated with the outlet of Pine Lake. Staff is interested in what has been done historically, and what role, if any, we can take in the future for the management of the outlet structure. The necessity of this work has recently been heightened by the active presence of beavers at the outlet. Where there was once a control weir with adjustable boards there is now a sizable beaver dam. The City will ask DEA to research the legalities of active management of the lake levels and propose a solution that, depending on the outcome of the research, meets the requirements of the law and the need to address the presence of the beaver dam. DEA will also assist the City by producing the necessary permitting documentation.

Financial Impact:

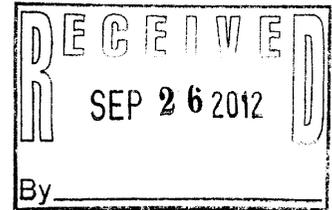
The total proposed contract amount with DEA is not to exceed \$93,932. \$73,932 of which will be allocated from the budgeted \$200,000 Ebright Creek Culvert Project fund which the remaining \$20,000 will be allocated from the budgeted \$100,000 Beaver Deceiver program.

The City will submit for a grant reimbursement of \$73,932 on or before the grant agency's deadline of December 31st, 2012.

Recommended Motion:

Authorize the City Manager to execute a grant contract in the amount of \$74,000 with Forterra (formerly Cascade Land Conservancy), in addition, authorize the City Manager to execute a contract with David Evans and Associates (DEA) to complete the work that has been identified in the grant contract for an amount not to exceed \$73,932, and an additional amount not to be exceeded \$20,000 for work associated with the analysis and design and permitting of a beaver deceiver outlet structure for Pine Lake, for a total contract not to exceed \$93,932.

FORTERRA



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between Forterra NW, a Washington nonprofit organization ("Forterra"), and the City of Sammamish ("Contractor"). This Agreement is dated for reference purposes on this ___ day of September, 2012.

1. Scope of Agreement. Forterra engages Contractor to complete a salmon habitat restoration project on Ebright Creek (the "Project"), as detailed in the scope of services ("Scope of Services") attached hereto at Exhibit A and incorporated herein by this reference. The Project is funded through a grant from the National Fish and Wildlife Foundation (NFWF) with funding sources including the United States Fish and Wildlife Service (USFWS) and the King County Community Salmon Fund II.

2. Responsibilities of Contractor. Contractor agrees to provide the services set forth in the Scope of Services. Contractor will provide updates to Elsa Sargent, Forterra Lands Coordinator (or other staff contact as identified), on progress and provide all financial and project reporting requirements by the deadlines listed in the Scope of Services. Contractor agrees to coordinate as appropriate with other Forterra staff.

3. Conflicts of Interest. During the term of this Agreement, Contractor shall not enter into contracts with other parties and shall not engage in any activity that conflicts with the interests of Forterra or interferes with the independent exercise of Contractor's judgment in the best interests of Forterra; provided that nothing in this provision is intended to preclude Contractor from providing services to other entities and individuals during the term of this Agreement in circumstances where no conflict exists. If a potential conflict situation arises, Contractor shall promptly notify Forterra's Executive Vice President/Chief Program Officer and the parties shall consult to determine whether representation of one or the other client must be withdrawn.

4. Independent Contractor Status. Contractor acknowledges and agrees that Contractor is not an agent or an employee of Forterra. Contractor's methods and techniques shall be in accordance with good and reputable business practices. Contractor acknowledges that Contractor is responsible to pay and agrees to pay any and all applicable federal and state self-employment taxes, business taxes and/or fees in connection with his activities under this Agreement, and that Contractor will abide by all applicable federal, state, and local laws in connection with the services provided.

5. Confidentiality. During the course of Contractor's work under this Agreement, Contractor may be provided with confidential materials of Forterra or learn of confidential business information including, but not limited to, materials or information concerning pending or prospective transactions (hereinafter, "Confidential Information"). Contractor agrees that it shall use Confidential Information solely for the purpose of Contractor's work under this Agreement and that Confidential

Exhibit 1

Information shall be kept confidential by the Contractor. Contractor agrees not to distribute or divulge Confidential Information without the express authority of Forterra's Executive Vice President/Chief Program Officer. At the completion or termination of Contractor's work under this Agreement, Contractor shall destroy, or at Forterra's direction return, all documents containing any Confidential Information furnished to it by Forterra. Unless otherwise specified at the time that Confidential Information is provided to Contractor, Contractor's obligations under this Section shall survive for two (2) years following the earlier of the completion or termination of the parties' obligations under this Agreement.

6. Compensation and Payment. Contractor shall be paid in accordance with the budget included in the Scope of Services. In addition, Forterra shall reimburse Contractor for reasonable business expenditures during the course of this Agreement, not to exceed One Hundred Dollars (\$100.00) in total over the term of the Agreement. The maximum total fees paid under this Agreement shall not exceed Seventy-four Thousand Dollars (\$74,000), including business expenses reimbursed consistent with this section. Contractor understands and acknowledges that Forterra is using federal funds to pay Contractor under this Agreement, and that federal cost standards apply to Forterra's use of such funds.

Contractor shall submit invoices to Forterra as detailed in the Scope of Services, including without limitation an invoice of all matching funds acquired, , and such invoices are subject to review and approval by Forterra's Lands Coordinator. Payment shall be made to Contractor within forty-five (45) days of receipt of invoice. Expenses in excess of and/or not of the type described above shall be incurred only with the prior authorization of Forterra's Lands Coordinator.

7. Programmatic and Final Reports. Along with the invoices noted above, Contractor shall submit programmatic and final reports to Forterra as detailed in the Scope of Services.

8. Records Retention and Access. Contractor agrees to retain all records pertinent to this Agreement for a period of at least three (3) years following the date of final payment by Forterra, except in the event of any litigation, claim or audit, in which event the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Contractor will allow access by Forterra, NFWF, USFWS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

9. Agreement Term. Upon its execution by both parties, this Agreement shall be effective from August 13, 2012 through December 31, 2012, provided, however, that Contractor's indemnification for work performed under this Agreement shall survive the expiration date. This Agreement may be modified only by written amendment mutually executed by the parties.

10. Office Space. Contractor will supply its own office space, equipment, and administrative support for its work under this Agreement.

Exhibit 1

11. Indemnification. Contractor agrees to defend, indemnify and hold harmless Forterra, its officers, directors, employees, agents, and affiliates (collectively, the “Forterra Indemnitees” under this paragraph) from and against any and all third-party claims, lawsuits and demands and the associated liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (the “Claims”) arising from bodily injury, death, or property damage, caused by any act, omission, or failure of Contractor or its officers, directors, employees, agents, or Contractors, in connection with this Agreement. NFWF does not assume liability for any claims for damages arising out of this Agreement.

12. Debarment and Suspension. Contractor shall immediately inform Forterra if it or any of its principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government. Additionally, should Contractor or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall immediately notify Forterra. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

13. Liability Insurance Coverage. Contractor will, at Contractor’s sole expense, maintain liability coverage during the life of this contract. Contractor will provide Forterra with an Evidence of Coverage document evidencing general liability coverage. Evidence of coverage shall indicate limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A failure to obtain and maintain such coverage or to file said Evidence of Coverage shall be a material breach of this Agreement.

14. Termination. Either party may terminate this Agreement, with or without cause, upon 15 days’ written notice to the other party. Upon termination of this Agreement, Contractor shall be entitled to receive payment for services rendered through the last date of its engagement under this Agreement. All other rights and obligations under this Agreement shall cease except for the rights and obligations of the parties under Paragraph 5 and all procedural and remedial provisions of this Agreement.

15. Work Products. All work products generated by Contractor under this Agreement shall be mutually owned by Forterra, Contractor, and NFWF during and upon conclusion of the term of this Agreement.

16. Publicity. Contractor agrees to coordinate any publicity of the project with Forterra. Contractor gives Forterra and NFWF the right and authority to publicize the project, including without limitation the utilization of the NFWF grant to fund the project, in press releases, publications and other public communications. Contractor agrees that Forterra has the right under this Agreement to maintain or cause to be maintained permanent signage at the project site naming NFWF as project funders. Contractor must obtain prior approval from Forterra to use the NFWF logo.

17. Disclaimers. Payments under this Agreement do not constitute any form of endorsement of the project by NFWF or the funding sources. Forterra has the right to insist that any and all information submitted for publication or other public releases of information regarding this Agreement carry a disclaimer which will be provided by Forterra.

18. Notices. Notices to Forterra shall be sent to the following address:

Forterra
Attn: Elsa Sargent
901 5th Ave, Suite 2200
Seattle, WA 98164

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

City of Sammamish
Attn: Eric LaFrance
801 228th Ave SE
Sammamish, WA 98075

19. Assignment. This Agreement may not be assigned by Contractor.
20. Governing Law. This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington. Venue is King County for disputes.
21. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of this Agreement shall remain in full force and effect.
22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each party hereto and each party's respective successors, heirs, assigns, and legal representatives.
23. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment, modification, or termination of this Agreement shall be valid unless made in writing and signed by each of the parties.
24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.

Executed on this __ day of September, 2012

Forterra 

By: Teresa Macaluso
Title: COO

City of Sammamish

By: _____

Title: _____

ATTACHMENT A:
SCOPE OF SERVICES
Ebright Creek Salmon Restoration Project

NFWF and private match funding will be spent on salmon habitat restoration activities led by the City of Sammamish on Ebright Creek in the reach of the creek that extends from the East Lake Sammamish Parkway to the upstream end of the Pereya property. Ebright Creek provides spawning habitat for kokanee salmon. The City of Sammamish will be leading the project in close partnership with King County, the private landowner, and the additional members of the Lake Sammamish Kokanee Work Groups.

The City of Sammamish will provide the following services:

1. Complete a formal survey of the stream reach.
2. Perform invasive removal, site preparation and planting of native trees, shrubs and groundcover within the stream reach.
3. Dependent on the results from the formal survey of the stream reach, complete a design, obtain permits, and initiate site preparation as feasible for the installation of nurse logs and/or pieces of large wood in the associated floodplain of the stream reach.
4. Provide all necessary equipment and safety gear for the project.
5. Complete project by December 31, 2012.
6. Submit an Annual Financial and Programmatic Report to Forterra Lands Coordinator by October 15, 2012 which includes:
 - a.) Summary report with photos documenting all of the activities accomplished to date on this scope of work.
 - b.) Itemized invoice of expenditures to date including copies of all original receipts and invoices.
 - c.) Itemized invoice of all matching funds acquired to date including copies of all original receipts and invoices.
7. Submit the Final Report to Forterra Lands Coordinator by January 4, 2013 which includes:
 - a.) Final report with photos documenting all of the activities accomplished on this scope of work.
 - b.) Itemized invoice of expenditures incurred between October 15, 2012 and December 31, 2012 including copies of all original receipts and invoices.
 - c.) Itemized invoice of all matching funds acquired between October 15, 2012 and December 31, 2012 including copies of all original receipts and invoices.

Forterra shall receive all progress and final project reports, invoices, receipts, and match documentation from the City of Sammamish and submit those to NFWF for payment.

Budget for Project:

Salaries and Benefits:	\$0
Equipment:	\$0
Other (independent contractors, materials/supplies, and indirect not to exceed 15% of total costs):	\$74,000
Total:	\$74,000

Match Requirements: \$37,500

Exhibit 2

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: David Evans and Associates, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "B"

A sum not to exceed \$93,932

Other (describe): _____

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

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

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 2

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

Exhibit 2

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 2

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 David Evans and Associates, Inc._
Contact Name Paul Fendt
Street Address 415 - 118th Avenue SE
City, State Zip Bellevue, WA 98005
Phone Number 425-519-6537
Email psf@deainc.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: Paul Fendt

Print Name: _____

Print Name: Paul Fendt

Title: City Manager

Title: Water Business Unit Manager

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A

Scope of Work

Ebright Creek Restoration

Project Background

The City of Sammamish (CITY) is undertaking Kokanee restoration on Ebright Creek. This project will complement other on-going work to restore and enhance habitat, reduce and control exotic vegetation, coordinate with completed and potential nearby fish passage removal projects, and work with property owners to satisfy other related restoration and enhancement needs. The successful project will address project deadlines to secure permit-ready plans by the end of 2012 to satisfy grant obligations.

The extents of the total project will reach from the mouth of Ebright Creek at Lake Sammamish upstream approximately 1,000 feet to a culvert replacement project at a private residence. The project width extent is between the driveways above East Lake Sammamish Parkway (ELSP) and to the property limits approximately 50 feet on each side of the stream below ELSP. The potential stream corridor included in the project limits where in-stream structure and enhancements are possible is approximately 50 feet from centerline on each side of the stream. For this grant phase, all of the anticipated vegetation management and stream work will be conducted on a single property above the Parkway. The type of habitat enhancements will be established when developing project success factors and goals. Additional restoration design and execution would be completed under a separate scope of work and budget.

One key project performance measure will be completing grant deliverables, including progress reporting, photographs, and permit-ready designs. The CONSULTANT staff will support grant material submittals as described.

Task 100 Project Management and Grant Support

Purpose: The purpose of this task is to establish project goals and objectives, including setting project limits; scheduling; communications; project cost tracking and invoicing; quality assurance/control plan; and providing materials for grant support.

Work Breakdown:

- Establish project goals and objectives, schedule goals, critical path schedule, and communications in project kick off meeting (three CONSULTANT staff, two hour meeting)
- Establish project limits and extent of project
- Provide monthly project progress information and invoices
- Support summary of grant documentation and deliverables including photos and summary of contracted expenditures
- Prepare a quality assurance plan

Exhibit 2

- Prepare a scope of work to complete the design work, complete permitting and SEPA, and provide construction support for next project phase

Assumptions:

- Notice to proceed will be given by October 15th, 2012
- The Final Report materials (i.e. photo points, before and after photos, invoices) for Forterra will be completed by December 21, 2012
- Monthly project meetings are one hour with one CONSULTANT staff for 4 months
- Monthly invoices with a summary invoice for the grant and continued monthly invoicing in 2013

Deliverables:

- Kick-off meeting
- Final report materials
- Monthly invoices, including year-end summary

Task 200 Survey

Purpose: The purpose of this task is to prepare a site survey within the mapping limits represented in Attachment 'A' in support of the restoration project.

Work Breakdown:

Site Topographic Survey

- Prepare a site topographic survey within the survey limits including the following:
 - Topography represented by a 1foot contour interval
 - Creek detail (ordinary high water mark, individual channels, sand bars, etc.)
 - Woody debris within the creek corridor (fallen trees, stumps, etc.)
 - Culverts, ditches, and other pertinent drainage features
 - Above-ground man-made improvements such as road, structures, fence lines, utilities
 - Significant trees as defined by City of Sammamish municipal code (i.e.6-inch dbh)
 - Property boundaries based on readily available public records together with local survey monument locations
 - Specific vegetation limits flagged by others
 - Wetland flags, test pits, and ordinary high water mark as flagged in field in Task 3
 - Delineation limits
 - Buffers and setbacks as defined by others, if any

Assumptions:

- Detailed scope of surveying will occur in the survey limits upstream of ELSP
- Limited survey below ELSP will include stream profile, cross sections at culverts, and lake edge
- The CITY will coordinate right of access with all applicable property owners

Exhibit 2

- Horizontal and Vertical datum will be compliant with CITY requirements
- Easement and/or other property encumbrances will be shown on the final survey as provided
- The survey will be limited to above ground features; underground utilities with the exception of sanitary and storm drain features will not be shown on the final survey
- Site access will be reasonably available as needed by DEA without significant delays

Deliverables:

- CADD based map drafted at an appropriate scale for internal use only in Task 300

Task 300 Project Concept Design

Purpose: The purpose of this task is to prepare drawings to a permit level of design for restoration of Ebricht Creek in an effort to restore Kokanee habitat. Preliminary agency contact and discussion are also included. A design report will not be prepared; however, design assumptions and background materials will be available.

Work Breakdown:

- Conduct one project site visit prior to developing Draft Preliminary Concept Plan (four CONSULTANT staff)
- Define and flag approximate wetland limits in the upper section for surveying only
- Prepare a hydraulic analysis of the stream and culverts using flows from the Thomson Creek basin plan, topographic information for the survey, and roughness estimates from the field visit. Model calibration will be limited to available existing data.
- Conduct project coordination meeting with CITY staff and invited project stakeholders to discuss enhancement strategies, site issues, viable enhancement alternatives, phasing, and project limits
- Meet with CITY staff to discuss site configurations, extent of existing habitat features, hydraulics, site access, ownership, opportunities and constraints
- The drawing submittal will include the following elements:
 - Cover Sheet with Vicinity Map
 - Stream Grading Plan
 - Stream Longitudinal Profile and Typical Cross Section(s)
 - Concept Planting Plan
 - Replacement culvert locations and size estimates
- Conduct follow-up project site visit (up to three CONSULTANT staff)
- Prepare Phase 1 Planting Plans for upper stream riparian enhancement for planting in 2012 as described in Tasks 400 and 500
- Prepare a Draft Preliminary Cost Estimate
- Draft Preliminary Concept Plan and Planting Plans will be reviewed with the CITY in a coordination meeting

Exhibit 2

- The Draft Plan will be discussed with the Washington Department of Fish and Wildlife (WDFW) in one field meeting to gain an acceptance for moving forward with the proposed stream design

Assumptions:

- A preliminary concept design for the entire project limits will be completed
- Permit-ready plans will be prepared for the project extents
- Wetland flagging is for design purposes only and not a delineation for permitting
- Vegetation management (Task 400) and Phase 1 Planting Plans (Task 300) for areas outside of the stream enhancement will be prepared and executed in Task 400
- The project extents and potential design elements will include a segment from the Lake upstream to East Lake Sammamish Trail; a segment including culverts from the trail to the upstream side of the Parkway; and a segment upstream to the end of project limits
- The following items are not included under this scope of services agreement, but may be prepared under a separate agreement:
 - Alternative design drawings
 - Final design documents beyond permit level
 - Structural drawings
 - Project specifications
 - Construction bid documents
 - Environmental technical reports not included in the Basis of Design
 - Environmental or construction permit applications or submittals

Deliverables:

- Draft Preliminary Plans (PDF Format)
- Preliminary Plans (PDF Format)

Task 400 Vegetation Management and Procurement Planning

Purpose: The purpose of this task is to complete a vegetation management plan and direct contractor procurement for early-action exotic vegetation control and removal. In addition, the areas outside of the stream restoration/enhancement will be planted following the planting plan developed in Task 300

Work Breakdown:

- Using the base map prepared in Task 200, define the limits of vegetation management
- Prepare a brief evaluation of the type and extent of exotic and noxious vegetation and propose measures for controls, including types of permits required
- Review vegetation management plan with CITY
- Work with CITY staff to complete procurement of vegetation control contractor
- Prepare cost estimate for implementing vegetation management plan and planting plan

Assumptions:

- The scope of work and budget for executing the vegetation management plan is included in Task 500
- No permits are needed or included or will be completed as part of contractor procurement and included in the price of vegetation management by the contractor

Exhibit 2

Deliverables:

- Brief vegetation management plan (2-3 pages)
- Contractor selection

Task 500 Vegetation Management and Planting

Purpose: The purpose of this task is to direct the contractor for early-action exotic vegetation control and removal, and implement the Phase 1 planting plan developed in Task 300.

Work Breakdown:

- Complete permits required, if any, to implement control plan
- Select and implement contract with selected vegetation management and planting contractor
- Oversee vegetation management contract work – up to two field visits
- Inspect plants and oversee Phase 1 planting – up to two inspections
- Photo-document ongoing and completed work – one final inspection

Assumptions:

- The cost of the vegetation management contract is estimated at \$15,000

Deliverables:

- Vegetation management and planting contractor contract documents
- Field reports and documentation of inspections
- Invoices for Final Forterra Report

Task 1100 Pine Lake Outlet

Purpose: The purpose of this task is to evaluate, design, and permit a replacement outlet structure from Pine Lake.

Work Breakdown:

- Conduct a field conditions site assessment meeting with CITY staff
- Prepare a site survey of the likely project limits
- Assess beaver activity in the area and prepare a short (1-2 pages) proposal for an approach (i. e. extent of issue, types of applicable control measures, permit issues, etc.)
- Review applicable available outflow data, lake levels, lake level record, basin model, and/or inflow predictions
- Make recommendations to the CITY of future management levels for the outlet in a meeting with two CONSULTANT staff
- Complete a JARPA application for signature by the CITY
- Support the CITY with a SEPA checklist for the project

Exhibit 2

- Prepare Draft and Draft Final design drawings for review by the CITY
- Prepare an estimate of probable cost to construct

Assumptions:

- The survey will be limited to the vicinity of the project. Additional survey, such as heights of affected property and structures, is not included
- Data to evaluate appropriate lake levels and inflow/outflow regime are available; no additional hydrologic evaluations, modeling, or estimates would be made
- Downstream hydraulic condition investigation is limited to the immediate vicinity of the outlet and the local extent (approximately 100 feet) of beaver activity
- The CITY will consider data and evaluations collected, presented, and interpreted by the CONSULTANT and make a decision about appropriate management levels
- Design drawings will include a draft and draft final for review by the CITY
- The CITY will complete the SEPA checklist
- The scope does include bidding, bid support, or construction observation
- Permitting issues regarding water rights, instream flows, endangered species, existing flood and discharge conditions, or other permitting and approval issues outside of structure replacement are not included

Deliverables:

- Brief Technical Memorandum describing site conditions, beaver activity, and beaver control approaches
- Draft and Draft Final Design Drawings to support bid and construction selection process

Attachment A. Approximate Project and Survey Limits for Ebright Creek

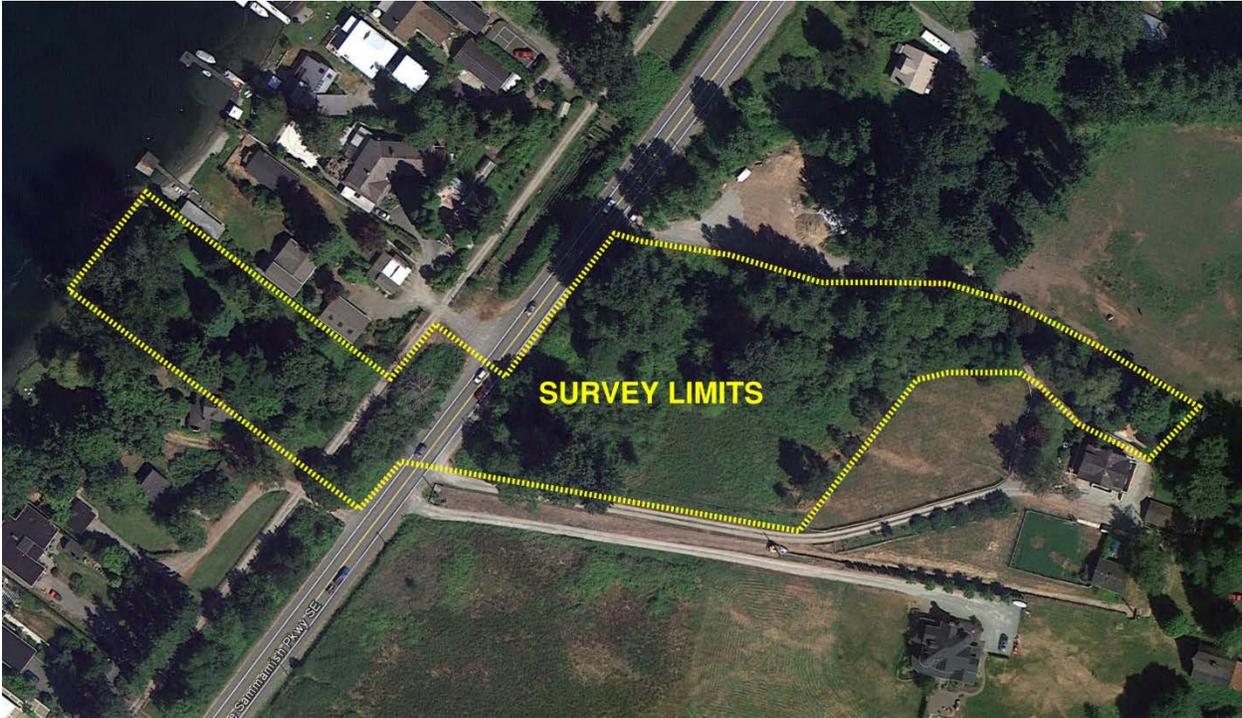


Exhibit 2

ATTACHMENT B

Ebright Creek
City of Sammamish
Project Concept Design

		Project Manager	Sr. Landscape Designer	Sr. Landscape Architect	WR Engineer	Design Engineer	Senior Biologist	Survey/QA Manager	Survey Tech	Survey Crew	Project Admin.	Totals	Comments
PM and Grant Support		12	0	3	2	0	3	4	0	0	13	\$5,368	
1	Kick-off meeting	4		3			3				1	\$1,734.00	
2	Final Report Support	2			2						2	\$872.00	
3	Project Management	6						4			10	\$2,762.00	
												\$0.00	
Survey		1	0	0	0	0	0	10	44	68	0	\$16,927	
1	Site Survey and CADD based map	1						10	44	68		\$16,927.00	
												\$0.00	
Project Concept Design		26	70	18	34	50	16	0	0	0	4	\$27,406	
												\$0.00	
1	Basis of Design Analysis	6	8	2	24		16				4	\$8,112.00	
2	Draft Preliminary Plan	16	42	8	6	36						\$13,332.00	
3	Preliminary Plan	4	20	8	4	14						\$5,962.00	
Vegetation Management		2	28	4	0	0	0	0	0	0	4	\$4,170	
1	Vegetation management plan	1	20	4								\$2,809.00	
2	Contractor Selection	1	8								4	\$1,361.00	
												\$0.00	
Vegetation Mgmt Contract		4	16	10	0	0	0	0	0	0	6	\$4,326	
1	Contractor selection and contracting	1	6	2							4	\$1,421.00	
2	Field visits and documentation	2	8	8								\$2,322.00	
3	Invoices and closure	1	2								2	\$583.00	
Pine Lake Outlet		20	4	0	76	0	16	1	6	10	4	\$20,035	
1	Outlet Evaluation and Permitting	12			28		16	1	6	10	2	\$11,055.00	
2	Draft and Draft Final Design	8	4		48						2	\$8,980.00	
Total Staff Hours		65	118	35	112	50	35	15	50	78	31	589	hours
Rate		\$217.00	\$103.00	\$133.00	\$139.00	\$101.00	\$129.00	\$165.00	\$95.00	\$160.00	\$80.00		
Total DEA Staff Dollars		\$14,105	\$12,154	\$4,655	\$15,568	\$5,050	\$4,515	\$2,475	\$4,750	\$12,480	\$2,480	\$78,232	labor
Reimbursable Expenses												\$15,700	expenses
Totals												\$93,932	

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

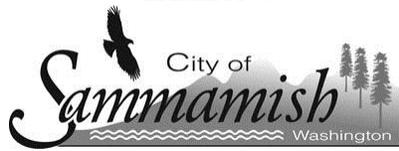
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 2012

Originating Department: Public Works

Clearances:

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

Subject: Public Hearing and First Reading of Ordinance to vacate approximately 5101 square feet of 225th Avenue SE

Action Required: Open public hearing and listen to public testimony regarding the petition to vacation a portion of 225th Avenue SE

Exhibits:

1. Vicinity Map showing general area of the proposed right of way vacation
2. Ordinance to vacate right of way

Budget: Not applicable

Summary Statement:

The City has received a petition from the owner of King County Assessor's Parcel No. 0924069201, located at 3324 225th Avenue SE requesting that the City vacate the eastern most 9 feet of the right of way abutting their property. The applicant has submitted a complete street vacation request petition and all necessary supporting information as required by Chapter PWS 05 of the City's Interim Public Works Standards, "Street and Alley Vacation Procedures".

Staff is recommending that the City Council approve a vacation of the eastern most 8 feet (1 foot less than the original request) of the right of way abutting King County Parcel No. 0924069201.

Background:

The City is in receipt of a petition signed by the abutting property owner requesting the eastern most 9 feet of 225th Avenue SE be vacated. As submitted, the petition met all of the requirements described in Section PWS 05 of the City's Interim Public Works Standards. As required by law, on September 4, 2012 City Council passed a resolution establishing a public hearing to hear public testimony related to the requested right of way vacation petition. The resolution set the public hearing on October 15, 2012 at the regularly scheduled City Council meeting.

The request to vacate a portion of 225th Avenue SE has come to the City concurrent with the application to subdivide the abutting parcel into 17 buildable lots. The name of the proposed subdivision is Laurel Hill Division IV.



City Council Agenda Bill

City staff has reviewed the request to vacate a portion of 225th Avenue SE thoroughly and evaluated the public benefit of approval and of denial.

As part of the permitting of Laurel Hill Division IV, the applicant is required to construct frontage improvements along 225th Avenue SE. 225th Avenue SE is a local residential street and is expected to carry no more than 500 vehicles per day at full build out. Based on direction previously received by City Council, staff has been approving variances for the narrower roadways and narrower public right of way for low volume residential roadways within Sammamish as new neighborhoods are approved. In exchange for the reduced requirements, city staff work with the impacted developers to look for ways to incorporate low impact development methods to treat stormwater. The required frontage improvements along 225th Avenue SE are consistent with this direction. The roadway being constructed will have a final width of 28 feet with a 5 foot landscape strip and a 5 foot sidewalk on both sides of the street. The sum of the infrastructure described is 48 feet. It is desirable to maintain 1-2 feet behind the sidewalk. This street cross-section requires 52 feet of public right of way.

The petitioner has requested a vacation of 9 feet that would leave a total width of 51 feet of public right of way. This is an inconsistent width and does not provide the excess space behind the sidewalk desired for maintenance type activities. Staff is recommending that the vacation be approved, but it be modified to allow a vacation of 8 feet, rather than the requested 9 feet.

The constructed cross section of 225th Avenue SE will not change based on the decision of the right of way vacation. The following summarizes the facts considered by staff when formulating the recommendation to approve:

- If the vacation is not approved, the excess space behind the sidewalk will be viewed and used as if it is private property. With approval of the vacation the property will actually be private, consistent with how it will be used and viewed by future residents.
- With the approval of the vacation, the applicant will compensate the city for the property, providing new revenue of nearly \$60,000.
- With the approval of the vacation, the applicant will be able to construct 17 lots rather than 16 lots.
- With the approval, the applicant will retrofit the neighboring stormwater pond and eliminate the need for a new standalone facility, thereby reducing the annual inspection and maintenance responsibilities of the city.
- 225th Avenue SE is a north/south local residential roadway and any future continuation is highly unlikely given that it would require significant modifications to the Providence Point facility that is within the City of Issaquah.

Financial Impact:

If the right of way vacation is approved the property owner receiving the land will be required to compensate the City one half of the appraised value. The total amount owed would be \$57,391.20.

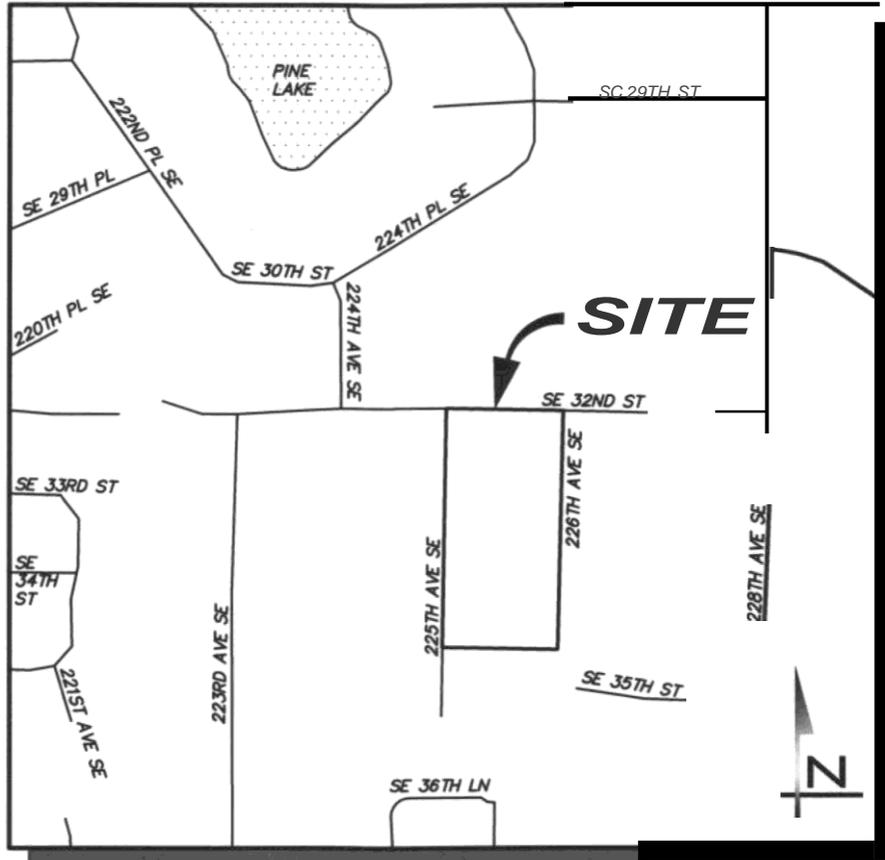


City Council Agenda Bill

If the right of way vacation is approved the developer of Laurel Hill Division IV will retrofit one of the neighboring stormwater ponds. If the right of way vacation is denied, the developer will construct a new standalone stormwater facility increasing the city's annual inspection and maintenance responsibilities.

Recommended Motion:

Open public hearing, listen to public testimony and either close public hearing or continue it to the second reading of the ordinance scheduled for November 6, 2012.



VICINITY MAP

NOT TO SCALE

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, VACATING THE EASTERN MOST
EIGHT FEET OF 225th AVENUE SOUTH OF SE 32nd
STREET ADJACENT TO TAX PARCEL NO 0924069201**

WHEREAS, a petition signed by the single owner of the property located adjacent to 225th Avenue SE south of SE 32nd Street (parcel number 0924069201) was filed with the City Clerk of the City of Sammamish requesting a street vacation of the eastern 9 feet of 225th Avenue; and

WHEREAS, on September 4, 2012 City Council passed Resolution 2012-502 calling for a public hearing; and

WHEREAS, on October 9, 2012 a public hearing was held and public testimony taken regarding vacation of said unopened right of way; and

WHEREAS, construction of a subdivision is currently permitted for parcel 0924069201; and

WHEREAS, the developer of will be constructing 225th Avenue SE in its final configuration as part of the subdivision permit requirements; and

WHEREAS, there will be an excess of 8 feet of right of way parallel to the subdivision that is not needed for any public purpose; and

WHEREAS, the owner of parcel number 094069201 will be required to pay the city one half of the appraised value of the land being vacated; and

WHEREAS, if the easternmost 8 feet of 225th Ave SE is vacated the developer will be able to reconfigure an existing neighboring stormwater pond to accommodate the stormwater needs of the new subdivision rather than construct a new standalone facility, and

WHEREAS, the City Council finds there are sufficient grounds for the vacation of said right-of-way, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are

hereby vacated:

THE WESTERLY 8.00 FEET OF LOT C, KING COUNTY SHORT PLAT NUMBER 474008, RECORDED UNDER RECORDING NUMBER 7505130525, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

THE AREA CONTAINS APPROXIMATELY 5101 SQUARE FEET.

ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENT A.

Section 2. Consideration for Street Vacation. In consideration for the vacation of the portion of the streets legally described in Section 1 of this Ordinance, the abutting owner who is receiving title shall pay to the City the sum of \$57,391.20 for the property conveyed to them. Payment of said sum shall be a condition precedent of this Ordinance becoming effective.

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 _____ 2012.

CITY OF SAMMAMISH

Thomas T. Odell, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

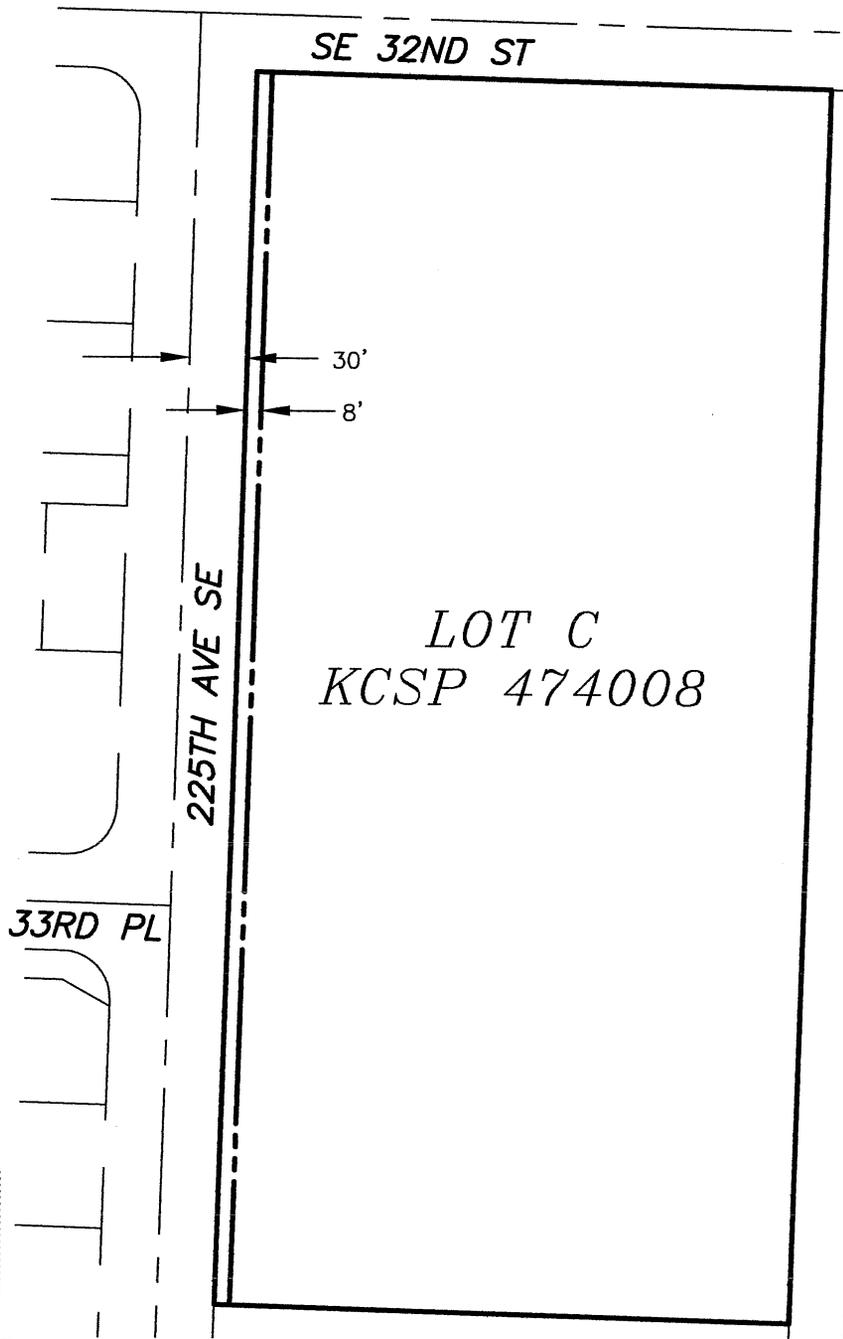
Exhibit 2

Approved as to form:

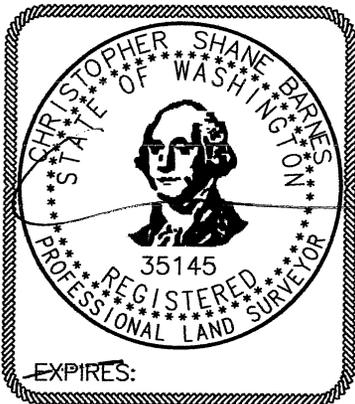
Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 10, 2012
Public Hearing:	October 15, 2012
First Reading:	October 15, 2012
Passed by the City Council:	
Date of Publication:	
Effective Date:	

EXHIBIT _____



NE ¼ SE ¼ S. 9, T. 24N., R 6E, W.M.



JOB NO. 10054



Mead Gilman & Assoc.

Professional Land Surveyors

P.O. BOX 289, WOODINVILLE, WA 98072

PHONE: (425) 486-1252 FAX: (425) 486-6108



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 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: Public Hearing: Ordinances amending the City Comprehensive Plan to adopt the 2012 6-year capital plans and associated impact fees for Snoqualmie Valley, Lake Washington and Issaquah school districts.

Action Required: No action. First reading and open public hearing.

- Exhibits:**
- 1) Ordinance amending the city’s comprehensive plan to incorporate the 2012 Snoqualmie Valley school district capital facilities plan and impact fees.
 - 2) Ordinance amending the city’s comprehensive plan to incorporate the 2012 Lake Washington school district capital facilities plan and impact fees
 - 3) Ordinance amending the city’s comprehensive plan to incorporate the 2012 Issaquah school district capital facilities plan and impact fees

Budget: Not Applicable

Summary Statement:

Each of the city’s three school districts have prepared updated six-year capital facility plans (CFP’s) in compliance with the requirements of the Growth Management Act and SMC 21A.105. The updated CFP’s include revised impact fees for single family housing and for multifamily housing units. The CFP’s are included in Appendix B of the City’s Comprehensive Plan. The proposed ordinances would approve the new fees and replace the CFP’s with the current versions.

A fee comparison table is show below.

	Single Family Per Unit	Multi-Family Per Unit
Snoqualmie Valley SD	\$8,668.48 <i>(old \$8,503.00)</i>	\$3,220.38 <i>(old \$2,742.52)</i>
Lake Washington SD	\$7,005.00 <i>(old \$7,090.00)</i>	\$197.00 <i>(old \$433.00)</i>
Issaquah SD	\$3,738.00 <i>(old \$3,568.00)</i>	\$0.00 <i>(old \$0.00)</i>

Background:

The adoption of the school district capital facility plans are an annual amendment to the City’s Comprehensive Plan (Capital Facilities Plans for each school district are available upon request). The amendment is required by State law, RCW 82.02.050 regarding impact fees limitations. The fees help



City Council Agenda Bill

implement the capital facilities element of the city comprehensive plan and the Growth Management Act by:

- (1) Ensuring that adequate public school facilities and improvements are available to serve new development;
- (2) Establishing standards whereby new development pays a proportionate share of the cost for public school facilities needed to serve such new development;
- (3) Ensuring that school impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact; and
- (4) Providing needed funding for growth-related school improvements to meet the future growth needs of the City of Sammamish.

An environmental review of the associated Comprehensive Plan amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a non-project SEPA Determination of Non-significance was issued by the City on October 1, 2012.

Financial Impact:

There is no financial impact.

Recommended Motion:

No action. Second reading and adoption is scheduled for November 6, 2012.

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
RELATING TO SCHOOL IMPACT FEES; AMENDING THE CITY'S
COMPREHENSIVE PLAN TO ADOPT THE SNOQUALMIE VALLEY
SCHOOL DISTRICT NO. 410 CAPITAL FACILITIES PLAN; ADOPTING
THE ASSOCIATED SCHOOL IMPACT FEE SCHEDULE; AND,
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 82.02 RCW authorizes the City to impose and collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.25.030 of the Sammamish Municipal Code and RCW 36A.70.130(2)(a)(4) allow the comprehensive plan to be amended more than once a year, to address an amendment of the capital facilities element of the comprehensive plan that occurs in conjunction with the adoption of the City budget; and

WHEREAS, the City is adopting its biennial budget in December 2012; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, Chapter 21A.105.080 of the Sammamish Municipal Code allows for an exemption or reduction to the fee for low or moderate income housing; and

WHEREAS, the Snoqualmie Valley School District has submitted to the City the District's Capital Facilities Plan for 2012 which establishes a revised impact fee schedule for single family housing units in the amount of \$8,668.48 per unit and for multifamily housing units in the amount of \$3,220.38 per unit; and

WHEREAS, an environmental review of the associated Comprehensive Plan amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a non-project SEPA Determination of Non-significance was issued by the City on October 1, 2012; and

WHEREAS, the fee schedule was calculated in accordance with SMC 21A.105.030 utilizing the formula set forth in SMC 21A.105.040; and

WHEREAS, the City Council conducted a public hearing on the fifteen day of October 2012 regarding the proposed amendment to the City's Comprehensive plan, and finds that the proposed amendment is consistent with the comprehensive plan and is in the best interest of the public health, safety and welfare;

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

Section 1. Adoption of District Capital Facilities Plan. The City hereby adopts and incorporates herein by this reference the Snoqualmie Valley School District No. 410, 2012 Financing Plan, attached hereto within Exhibit "A", into Appendix B of the city's comprehensive plan.

Section 2. Adoption of Fee Schedule. The City hereby adopts the Snoqualmie Valley School District No. 410 impact fee schedule for single family housing units in the amount of \$8,668.48 per unit and for multifamily housing units in the amount of \$3,220.38 per unit.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2013.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2012.

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Exhibit 1

Filed with the City Clerk:	October 8, 2012
Public Hearing:	October 15, 2012
First Reading:	October 15, 2012
Passed by the City Council:	
Publication Date:	
Effective Date:	

DRAFT

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
RELATING TO SCHOOL IMPACT FEES; AMENDING THE CITY'S
COMPREHENSIVE PLAN TO ADOPT THE LAKE WASHINGTON
SCHOOL DISTRICT NO. 414 CAPITAL FACILITIES PLAN; ADOPTING
THE ASSOCIATED SCHOOL IMPACT FEE SCHEDULE; AND,
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 82.02 RCW authorizes the City to impose and collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.25.030 of the Sammamish Municipal Code and RCW 36A.70.130(2)(a)(4) allow the comprehensive plan to be amended more than once a year, to address an amendment of the capital facilities element of the comprehensive plan that occurs in conjunction with the adoption of the City budget; and

WHEREAS, the City is adopting its biennial budget in December 2012; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, Chapter 21A.105.080 of the Sammamish Municipal Code allows for an exemption or reduction to the fee for low or moderate income housing; and

WHEREAS, the Lake Washington School District has submitted to the City the District's Capital Facilities Plan for 2012 which establishes a revised impact fee schedule for single family housing units in the amount of \$7,005.00 per unit and for multifamily housing units in the amount of \$197.00 per unit; and

WHEREAS, an environmental review of the associated Comprehensive Plan amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a non-project SEPA Determination of Non-significance was issued by the City on October 1, 2012; and

WHEREAS, the fee schedule was calculated in accordance with SMC 21A.105.030 utilizing the formula set forth in SMC 21A.105.040; and

WHEREAS, the City Council conducted a public hearing on the fifteen day of October 2012 regarding the proposed amendment to the City's Comprehensive plan, and finds that the proposed amendment is consistent with the comprehensive plan and is in the best interest of the public health, safety and welfare;

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

Section 1. Adoption of District Capital Facilities Plan. The City hereby adopts and replaces herein by this reference the Lake Washington School District No. 414, 6 Year Financing Plan, attached hereto within Exhibit "A", as found in Appendix B of the city's comprehensive plan.

Section 2. Adoption of Fee Schedule. The City hereby adopts the Lake Washington School District No. 414 impact fee schedule for single family housing units in the amount of \$7,005.00 per unit and for multifamily housing units in the amount of \$197.00 per unit.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2013.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2012.

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Exhibit 2

Filed with the City Clerk	October 8, 2012
Public Hearing:	October 15, 2012
First Reading:	October 15, 2012
Passed by the City Council:	
Publication Date:	
Effective Date:	

DRAFT

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
RELATING TO SCHOOL IMPACT FEES; AMENDING THE CITY'S
COMPREHENSIVE PLAN TO ADOPT THE ISSAQUAH SCHOOL
DISTRICT NO. 411 CAPITAL FACILITIES PLAN; ADOPTING THE
ASSOCIATED SCHOOL IMPACT FEE SCHEDULE; AND,
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 82.02 RCW authorizes the City to impose and collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.25.030 of the Sammamish Municipal Code and RCW 36A.70.130(2)(a)(4) allow the comprehensive plan to be amended more than once a year, to address an amendment of the capital facilities element of the comprehensive plan that occurs in conjunction with the adoption of the City budget; and

WHEREAS, the City is adopting its biennial budget in December 2012; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, Chapter 21A.105.080 of the Sammamish Municipal Code allows for an exemption or reduction to the fee for low or moderate income housing; and

WHEREAS, the Issaquah School District has submitted to the City the District's Capital Facilities Plan for 2012 which establishes a revised impact fee schedule for single family housing units in the amount of \$3,738.00 per unit and for multifamily housing units in the amount of \$0.00 per unit; and

WHEREAS, an environmental review of the associated Comprehensive Plan amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a non-project SEPA Determination of Non-significance was issued by the City on October 1, 2012; and

WHEREAS, the fee schedule was calculated in accordance with SMC 21A.105.030 utilizing the formula set forth in SMC 21A.105.040; and

WHEREAS, the City Council conducted a public hearing on the fifteen day of October 2012 regarding the proposed amendment to the City's Comprehensive plan, and finds that the proposed amendment is consistent with the comprehensive plan and is in the best interest of the public health, safety and welfare;

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

Section 1. Adoption of District Capital Facilities Plan. The City hereby adopts and replaces herein by this reference the Issaquah School District No. 411, 6 Year Financing Plan, attached hereto within Exhibit "A", as found in Appendix B of the city's comprehensive plan.

Section 2. Adoption of Fee Schedule. The City hereby adopts the Issaquah School District No. 411 impact fee schedule for single family housing units in the amount of \$3,738.00 per unit and for multifamily housing units in the amount of \$0.00 per unit.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2013.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2012.

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

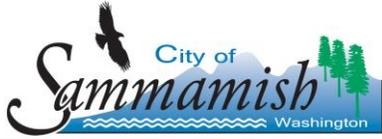
Approved as to form:

Bruce L. Disend, City Attorney

Exhibit 3

Filed with the City Clerk:	October 8, 2012
Public Hearing	October 15, 2012
First Reading:	October 15, 2012
Passed by the City Council:	
Publication Date:	
Effective Date:	

DRAFT



City Council Agenda Bill

Meeting Date: October 15, 2012

Date Submitted: October 10, 2012

Originating Department: Community Development

Clearances:

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

Subject: Criteria for Use of City Funds in Town Center

Action Required: Adopt Resolution

Exhibits: Proposed Resolution and Attachment A

Budget: N/A

Summary Statement

The criteria listed in "Attachment A: Criteria for Use of City Funds in Town Center" were developed to guide the expenditures of budgeted City funds for infrastructure in the Town Center. Once adopted, the criteria will be used by the City Manager to identify potential infrastructure projects and make recommendations to the City Council.

Background

In 2008, Sammamish adopted a subarea plan for the Town Center consistent with City Comprehensive Plan and the State Growth Management Act and the plan identifies a number of infrastructure projects to implement the plan and to help serve new development. Since then, the City has developed an Infrastructure Plan and Stormwater master Plan to further guide necessary infrastructure decisions.

In the adopted 2011-2012 City budget, the City Council approved a \$3 million "Town Center Infrastructure Reserve" fund to build or improve infrastructure. In the proposed 2013-14 budget, the City Manager has proposed renewal of that \$3 million fund, proposed a fund of up to \$1 million for storm-water improvements, and proposed an additional fund of up to \$0.5 million for other infrastructure and implementation actions. Having criteria to guide the use of budgeted funds will help to encourage development in the Town Center, leverage other public and private funds, and achieve multiple public and private benefits.

Financial Impact: N/A

Recommended Motion: Adopt Resolution and Attachment A

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

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL ADOPTING CRITERIA TO GUIDE THE USE OF CITY
FUNDS FOR INFRASTRUCTURE IN THE TOWN CENTER
PLANNING AREA**

WHEREAS, the City of Sammamish adopted a subarea plan for the Town Center consistent with City Comprehensive Plan and the State Growth Management Act; and

WHEREAS, the adopted Town Center Plan identifies a number of infrastructure projects to implement the plan and to help serve new development; and

WHEREAS, in the adopted 2011-2012 City budget, the City Council approved a \$3 million “Town Center Infrastructure Reserve” fund to build or improve infrastructure; and

WHEREAS, in the proposed 2013-14 budget, the City Manager has proposed renewal of that \$3 million fund, proposed a fund of up to \$1 million for storm-water improvements, and proposed an additional fund of up to \$0.5 million for other infrastructure and implementation actions; and

WHEREAS, the City Council is scheduled to take action to approve the 2013-2014 budget by the end of 2012; and

WHEREAS, the City Council wishes to create criteria to guide the use of budgeted funds to encourage development in the Town Center, leverage other public and private funds, and achieve multiple public and private benefits.

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

The City Manager shall follow the criteria listed in “Attachment A: Criteria for Use of City Funds in Town Center” to identify and recommend to the City Council any proposed expenditures of budgeted City funds for infrastructure in the Town Center.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____, 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: October 10, 2012
Passed by the City Council:
Resolution No: R2012-___

Attachment A: Criteria for Use of City Funds in Town Center

Strategic Goals

- Catalyze development in Town Center – encourage it to happen, or happen sooner
- Leverage other public and private funds – attract or couple with such funds
- Achieve multiple public and private benefits – build necessary infrastructure, address potential impacts, conserve energy, save money

Town Center Infrastructure Reserve (\$3M) - Infrastructure Project Types

- Street improvements to provide capacity, connections or transit access (ex. SE 4th St)

Town Center Stormwater Improvements (\$1M) - Infrastructure Project Types

- Regional stormwater management facilities (detention, water quality, conveyance) serving multiple public and private uses

Town Center Implementation Fund (\$0.5M) - Infrastructure Project Types

- Parks, trails and open space needs identified in the Town Center plan, Infrastructure Plan and/or Stormwater Master Plan
- Vehicle and bicycle parking structures and lots including those that could support transit
- Land acquisition, engineering and design
- Upfront permitting and State Environmental Policy Act (SEPA) review
- The City's proportional share of Local Improvement District (LID) costs

Decision-making Criteria

- The development proposal is consistent with the Town Center Plan, and the infrastructure project is consistent with the Infrastructure Plan and/or Stormwater Master Plan
- The development proposal contains (or is phased to accommodate) a mix of uses, and it is of sufficient scale to facilitate additional development in the Town Center
- The infrastructure project is or could be eligible for public grants/loans, or for state funding tools (e.g., CRFA, LCLIP, LIFT, TOD/TIF, etc.)
- The infrastructure project is a necessary part of the development proposal, and any risk in City expenditures can be managed in coordination with the private development project
- The proponent has a credible and verifiable track record of successful development of similar scale and uses elsewhere in Sammamish or in a peer city