



City Council, Regular Meeting

AGENDA REVISED

June 16, 2009

6:30 pm – 10:30 pm
Council chambers

Call to Order

Roll Call/Pledge of Allegiance

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.

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- Presentation: Student Liaisons/Youth Board Plaque

Consent Agenda

Payroll for pay period ending May 15, 2009 for pay date May 20, 2009 in the amount of \$246,147.35

Payroll for pay period ending May 31, 2009 for pay date June 5, 2009 in the amount of \$259,945.48

1. Approval: Claims for period ending June 16, 2009 in the amount of \$1,391,237.02 for check No. 23706 through Check No.23839
2. Resolution: Repealing Resolution No. R2007-268 And Establishing Capital Asset And Small And Attractive Asset Policies
3. Resolution: Accepting The City Of Sammamish 2009 City Hall Exterior Staining Project As Complete
4. Resolution: Granting Final Plat Approval To The Plat Of Illahee Tract M Subdivision

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.

5. Resolution: Amending Resolution R2008-314 The City's Master Fee Schedule
6. Amendment: Consortium for Cable TV Franchising
7. Bid Award: AM Radio
8. Contract: HW Lochner/244th Construction Support Services
9. Contract: Concurrency Management/DEA
10. Contract: Geotechnical/Kleinfelder
11. MOU: 244th Power Pole Relocation/PSE
12. Approval: Minutes for June 2, 2009 Regular Meeting
13. Approval: Notes for June 9, 2009 Joint Study Session with Parks & Recreation Commission

Public Hearings

Unfinished Business

14. City Council Policy Decision: Shoreline Master Plan

New Business

15. Bid Award: Lower Sammamish Commons Project
16. Bid Award: 2009 Pavement Overlay Contract

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

June 2009			
Mon 06/15	6:30 pm	Study Session	Resolution: Master Fee Schedule Capital Project Budget Review Asset Policies
Tues 06/16	6:30 pm	Regular Council Meeting	Student Liaison/Youth Board Plaques City Council Policy Decisions: Shoreline Master Plan Quarterly Reports: DCD/Admin Resolution: Master Fee Schedule Resolution: Asset Policies (consent) Resolution: Final Acceptance Sammamish Commons Painting (consent) Resolution: Final Plat/Illahee (consent) Amendment: Consortium for Cable TV Franchising (consent) Bid Award: 2009 Pavement Overlay Contract Bid Award: AM Radio (consent) Bid Award Lower Sammamish Commons Project Contract: HW Lochner/244 th Construction Design (consent) Contract: Concurrency Management/DEA (consent) Contract: Geotechnical/Kleinfelder (consent) MOU: 244 th Power Pole Relocation/PSE (consent)
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	Public Hearing: Capstone Ordinance Rosemont Lease Agreement/Sween House PSRC: Transportation 20/40 29 min. 40 seconds Contract: City Hall Door Repair Contract: SE 24 th Street Wetland Monitoring/ Contract: On-Call Walkability Design/Jackson Glattig (consent) Contract: On-Call Arborist for Services/Doran (consent) Resolution: Room 214 Remodel/Bayley Construction (consent) Update: SE 24 th Street Monitoring
Tues 07/14	6:30 pm	Study Session	Presentation: Thompson and Inglewood Basin Studies Neighborhood Traffic Management Plan
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	Bid Award: SE 20 th Street Project Presentation: Stormwater/NPDES GAP Analysis findings Discussion: Sammamish Landing Master Plan Preferred Alternatives Quarterly Report: Finance
August 2009			
Sat 08/29			City's Tenth Birthday Celebration
Sept 2009			
Tues 09/01	6:30 pm	Regular Council Meeting	Public Hearing: Shoreline Master Plan (extended time) Bid Award: Sween House Remodel
Tues 09/08	6:30 pm	Study Session	Council Direction: Shoreline Master Plan Amendments Discussion: Beaver Lake Park Master Plan Preferred Alternative Updating Public Works Standards Sustainability Ordinance: ISD/LWSD Impact Fees
Mon 09/15	6:30 pm	Regular Council Meeting	Shoreline Master Plan: Deliberations Resolution: Adopting Evans Creek Preserve Master Plan
Mon 09/21	6:30 pm	Study Session	Discussion: District Court/Jail
Tues 09/22	6:30 pm	Special Meeting	Shoreline Master Plan Adoption

October 2009			
Tues 10/6	6:30 pm	Regular Council Meeting	Quarterly Reports: DCD/Admin/Police/Fire Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study
Tues 10/13	6:30 pm	Study Session	Updating Public Works Standards
Mon 10/19	6:30 pm	Study Session	2009 Budget Adjustments
Tues 10/20	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/PW/Finance Resolution: Final Acceptance SE 20 th Street Project Bid Award: Maintenance & Operations Facility
November 2009			
Tues 11/03	6:30 pm	Regular Council Meeting	Ordinance: Public Hearing/First Reading 2009-2010 Budget Adjustments Ordinance: Public Hearing/First Reading 2010 Property Tax Levy Rate Ordinance: Public Hearing/Emergency Wireless Siting Amendment Resolution: 2010 Salary Schedule Resolution: ELSP Project Acceptance
Tues 11/10	6:30 pm	Study Session	Commission Interviews Updating Public Works Standards Six Year TIP Discussion: 2010-2015 Transportation Improvement Plan
Mon 11/16	6:30 pm	Study Session	Commission Interviews
Tues 11/17	6:30 pm	Regular Council Meeting	Ordinance: Second Reading 2009-2010 Budget Adjustments Ordinance: Second Reading 2010 Property Tax Levy Rate Ordinance: First Reading Updating Public Works Standards Resolution: Six Year TIP
December 2009			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments Approval: Sammamish Landing Master Plan Ordinance: Second Reading Updating Public Works Standards Resolution: Pine Lake Water Quality Study
Tues 12/08	6:30 pm	Study Session	Planning Commission Handoff – Town Center Development Regulations Financial Sustainability
Mon 12/15	6:30 pm	Regular Meeting	SE 24 th Street Wetland Monitoring Report Neighborhood Traffic Management Plan
Tues 12/21	6:30 pm	Study Session	

To Be Scheduled	To Be Scheduled	Parked Items
Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Code Enforcement Code Amendments Presentation: Draft Town Center Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise	Code Blocks (second round) CAO Sunset Removal Interlocal: SE 20 th Street Construction/SPWS Amendment: Interlocal/LWSD Resolution: Pine Lake Water Quality Connectivity Discussion Ordinance: Amending Wireless Code	

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Events

[\[Add Event \]](#)<< [May](#)**June 2009**[July >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 4 p.m. Sammamish Farmers Market 6:30 p.m. Beaver Lake Master Plan Public Meeting #2	4 6 p.m. Planning Commission Meeting Canceled	5	6
7	8	9 6:30 p.m. City Council Study Session	10 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting Canceled	11 6 p.m. Planning Commission Meeting Canceled	12	13
14	15 6:30 p.m. City Council Study Session 6:30 p.m. Arts Commission Meeting	16 6:30 p.m. City Council Meeting	17 4 p.m. Sammamish Farmers Market 6 p.m. Sammamish Youth Board Meeting	18 6 p.m. Planning Commission Meeting	19 1 p.m. Teen Event	20 12 p.m. Lifeguarding begins at Pine Lake Park
21	22	23	24 4 p.m. Sammamish Farmers Market 6 p.m. Eco Art Show Reception	25	26	27
28	29	30				

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Events

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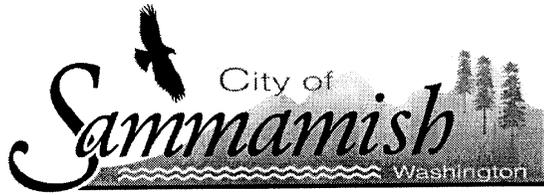
<< June

July 2009

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market	2 6 p.m. Planning Commission Meeting	3 8 a.m. Fourth of July (Observed) City offices closed	4 6 p.m. Fourth on the Plateau
5	6	7 6:30 p.m. City Council Meeting	8 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	9 6 p.m. Planning Commission Meeting 6:30 p.m. Summer Concert at Pine Lake	10	11
12	13 6:30 p.m. Eastlake High School Phase II Field Renovation - Neighborhood Meeting	14 6:30 p.m. City Council Study Session	15 4 p.m. Sammamish Farmers Market	16 6 p.m. Planning Commission Meeting 6:30 p.m. Summer Concert at Pine Lake	17	18 7 p.m. Wooden O Shakespeare Performance at Pine Lake Park
19	20 6:30 p.m. City Council Study Session 6:30 p.m. Arts Commission Meeting	21 6:30 p.m. City Council Meeting	22 4 p.m. Sammamish Farmers Market	23 6:30 p.m. Summer Concert at Pine Lake	24	25 7 p.m. Wooden O Shakespeare Performance at Pine Lake Park
26	27	28 12 p.m. Kids First Noontime Performance	29 4 p.m. Sammamish Farmers Market	30 6:30 p.m. Summer Concert at Pine Lake	31	

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MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: June 11, 2009
RE: Claims for June 16, 2009

\$ 125,556.25
641,724.49
623,956.28

000
0.00 *

125,556.25 +
641,724.49 +
623,956.28 +

003
1,391,237.02 *

TOTAL \$ 1,391,237.02

Check # 23706 through #23839

Accounts Payable
Computer Check Register Totals

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23706	06/05/2009	ANI	ANI Administrators NW Inc	1,661.61	000000
23707	06/05/2009	AWCMED	AWC Employee BenefitsTrust	79,330.23	000000
23708	06/05/2009	ICMA401	ICMA 401	29,388.33	000000
23709	06/05/2009	ICMA401x	ICMA401	4,652.73	000000
23710	06/05/2009	ICMA457	ICMA	10,188.45	000000
23711	06/05/2009	KCBR	King County Boundary Review Board	50.00	000000
23712	06/05/2009	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000

CHECK TOTAL:				\$125,556.25	

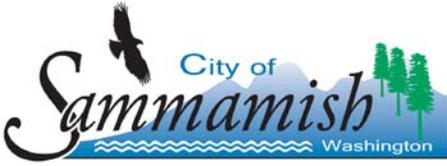
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23713	06/16/2009	APSINC	APS (Formerly Pac Mail)	190.75	000000
23714	06/16/2009	ATTLONG	AT&T	66.42	000000
23715	06/16/2009	AUDIOAM	Eddie Bishop dba Audio Amigo Video Services	985.50	000000
23716	06/16/2009	BCC	Bellevue Community College	368.72	000000
23717	06/16/2009	BMC	BMC West	225.28	000000
23718	06/16/2009	BUTKUS	Pete Butkus	17.60	000000
23719	06/16/2009	CADMAN	Cadman, Inc.	597.72	000000
23720	06/16/2009	CARTRIDG	Cartridge World	312.25	000000
23721	06/16/2009	CENTRALW	Central Welding Supply	123.73	000000
23722	06/16/2009	CERTIFIE	Certified Backflow Testing, Inc	40.00	000000
23723	06/16/2009	CHANEY	Rebecca Chaney	1,116.00	000000
23724	06/16/2009	CLARKNUB	Clark Nuber PS	2,000.00	000000
23725	06/16/2009	COMCAST2	COMCAST	199.90	000000
23726	06/16/2009	DAVISMON	Mona Davis	33.00	000000
23727	06/16/2009	DEJONG	Cory de Jong & Son Inc	854.66	000000
23728	06/16/2009	DELAY	Eric Delay	173.25	000000
23729	06/16/2009	DIJULIO	DiJulio Displays, Inc	2,499.99	000000
23730	06/16/2009	EASTEQ	Eastside Equipment & Marine	91.42	000000
23731	06/16/2009	EASTFIRE	Eastside Fire & Rescue	434,824.58	000000
23732	06/16/2009	EASTSERV	Eastside Services, Inc	640.59	000000
23733	06/16/2009	ECOTONE	Ecotone Commissioning Group LL	790.00	000000
23734	06/16/2009	EXENDINE	Michael Exendine	500.00	000000
23735	06/16/2009	EXPERIME	Robert Heitkamp	500.00	000000
23736	06/16/2009	FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	2,500.00	000000
23737	06/16/2009	G&M	G & M Traffic Solutions	2,262.00	000000
23738	06/16/2009	GALT	John E. Galt	412.50	000000
23739	06/16/2009	GOODSELL	Goodsell Power Equip Inc	246.31	000000
23740	06/16/2009	HEBERT	Hebert Research, Inc.	14,858.00	000000
23741	06/16/2009	HENNESSE	Steve Hennessey	2,090.00	000000
23742	06/16/2009	HOPEFAMI	Hopelink/Avondale Park	1,250.00	000000
23743	06/16/2009	IKONNW	Ikon Office Solutions	269.12	000000
23744	06/16/2009	IMPACT	Impact Studio Pro	1,810.00	000000
23745	06/16/2009	IRONMT	Iron Mountain	382.80	000000
23746	06/16/2009	ISD	Issaquah School District	44,458.50	000000
23747	06/16/2009	ISSAQ1	Issaquah Press, Inc.	630.00	000000
23748	06/16/2009	ISSAUTO	Issaquah Auto Tech, Inc	569.41	000000
23749	06/16/2009	KCBLANK	King County Finance	57.75	000000
23750	06/16/2009	KEENEY	Keeney's Office Plus	47.52	000000
23751	06/16/2009	KINGFI	King County Finance A/R	25,781.15	000000
23752	06/16/2009	KINGPET	King County Pet Licenses	170.00	000000
23753	06/16/2009	KINGWAT	King County Finance Water & Land Division	5,072.67	000000
23754	06/16/2009	LAKESIDE	Lakeside Industries	284.39	000000
23755	06/16/2009	LESSCHWA	Les Schwab Tire Center	221.00	000000
23756	06/16/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,382.56	000000
23757	06/16/2009	LWSD	Lake Washington School Dist	24,345.00	000000
23758	06/16/2009	MAKERS	Makers Architecture & Urban	4,362.50	000000
23759	06/16/2009	MIZRAHI	Shimon Mizrahi	186.14	000000
23760	06/16/2009	MOBERLY	Lynn Moberly	7,500.00	000000
23761	06/16/2009	NEXTEL	Nextel Communications	2,614.16	000000
23762	06/16/2009	PACE	Pace Engineers, Inc.	6,044.52	000000
23763	06/16/2009	PIEDMONT	Piedmont Directional Signs	440.00	000000
23764	06/16/2009	POA	Pacific Office Automation	15,474.49	000000
23765	06/16/2009	PSE	Puget Sound Energy	8,111.99	000000
23766	06/16/2009	RAINBOW	Rainbow Valley Music Inc	1,000.00	000000
23767	06/16/2009	ROTARSAM	Rotary Club of Sammamish	72.00	000000
23768	06/16/2009	ROTH	Roth Hill Engineering Partners	4,906.93	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
23769	06/16/2009	SEATIM	Seattle Times	308.20	000000
23770	06/16/2009	SERVICE	Service Paper Co	1,454.35	000000
23771	06/16/2009	SHELLEY	Bob Tomberg	1,500.00	000000
23772	06/16/2009	SONITROL	Sonitrol Pacific	759.30	000000
23773	06/16/2009	SPEEDMES	Speedy Messenger, Inc	125.00	000000
23774	06/16/2009	STACK	Stack Plumbing, INc	362.45	000000
23775	06/16/2009	STAPLES	Staples Business Advantage	1,529.26	000000
23776	06/16/2009	STOECKL	Jane C. Stoecklin	105.00	000000
23777	06/16/2009	TUKWILA	City Of Tukwila	1,270.08	000000
23778	06/16/2009	UNITRENT	United Rentals NW, Inc	237.83	000000
23779	06/16/2009	USPOST	U.S. Postal Service	185.00	000000
23780	06/16/2009	VAN NOST	Maren Van Nostrand	1,780.80	000000
23781	06/16/2009	VERIZON	Verizon Wireless	80.87	000000
23782	06/16/2009	VERT	Vertical Transportation Svcs	481.29	000000
23783	06/16/2009	VOYAGER	Voyager	4,072.57	000000
23784	06/16/2009	WSAA	Wa State Arts Alliance	60.00	000000
23785	06/16/2009	WU	Dorris Wu	192.72	000000
23786	06/16/2009	ZUMAR	Zumar Industries, Inc.	255.00	000000

CHECK TOTAL:				\$641,724.49	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23787	06/16/2009	ACCURINT	Accurint	50.00	000000
23788	06/16/2009	ACE	Ace Hardware, LLC	1,828.93	000000
23789	06/16/2009	ADVANTAG	Advantage Building Services	4,284.16	000000
23790	06/16/2009	APEXPRES	Richard Miller	1,962.00	000000
23791	06/16/2009	ASC	Action Services Corp	26,427.86	000000
23792	06/16/2009	BUILDERS	Builders Exchange of WA	144.50	000000
23793	06/16/2009	BURNSTEV	Steve Burnstead Construction	7,817.46	000000
23794	06/16/2009	CADMAN	Cadman, Inc.	597.46	000000
23795	06/16/2009	CASEPOWE	Case Power & Equipment	1,780.22	000000
23796	06/16/2009	CASTURF	Cascade Turf	797.24	000000
23797	06/16/2009	CHRISTIA	Christian Construction	1,644.30	000000
23798	06/16/2009	COSTCO	Costco Wholesale	449.02	000000
23799	06/16/2009	CURRY	Kathy Curry	382.80	000000
23800	06/16/2009	EWINGIRR	Ewing Irrigation	754.47	000000
23801	06/16/2009	FCS	FCS Group Inc.	2,425.00	000000
23802	06/16/2009	G&M	G & M Traffic Solutions	1,587.75	000000
23803	06/16/2009	GARCIA	Michelle Garcia	32.25	000000
23804	06/16/2009	GUARDIAN	Guardian Security	72.00	000000
23805	06/16/2009	HOGAN	D. A. Hogan & Assoc., Inc	500.00	000000
23806	06/16/2009	HOMEDE	Home Depot	637.40	000000
23807	06/16/2009	IKONNW	Ikon Office Solutions	21.23	000000
23808	06/16/2009	IRONMT	Iron Mountain	125.00	000000
23809	06/16/2009	ISSAUTO	Issaquah Auto Tech, Inc	38.76	000000
23810	06/16/2009	ISSCITY	City Of Issaquah	7,629.06	000000
23811	06/16/2009	ISSIGNS	Issaquah Signs	3,044.10	000000
23812	06/16/2009	JOHNSTO	Johnston Architects PLLC	256.68	000000
23813	06/16/2009	KINGDD	King County DDES	280.00	000000
23814	06/16/2009	KINGFI	King County Finance A/R	15,487.53	000000
23815	06/16/2009	L&IBOIL	Dept of Labor & Industries	54.40	000000
23816	06/16/2009	LANE	Lane & Associates	2,228.82	000000
23817	06/16/2009	LINCOLN	Lincoln Commercial Pool Equip	336.76	000000
23818	06/16/2009	LIVESOUN	Live Sound & Recording Co, LLC	2,995.55	000000
23819	06/16/2009	MAILPO	Mail Post	1,021.73	000000
23820	06/16/2009	MINUTE	Minuteman Press	88.48	000000
23821	06/16/2009	MORUP	Morup Signs Inc	1,790.33	000000
23822	06/16/2009	NAPA	Napa Auto Parts Inc.	455.53	000000
23823	06/16/2009	NWCASC	Northwest Cascade, Inc.	427.42	000000
23824	06/16/2009	PACE	Pace Engineers, Inc.	2,150.00	000000
23825	06/16/2009	PACSOIL	Pacific Topsoils, Inc	2,105.15	000000
23826	06/16/2009	PARAME	Parametrix, Inc.	26,071.50	000000
23827	06/16/2009	PERTEET	Perteet, Inc.	303.58	000000
23828	06/16/2009	RAINIER	Rainier Wood Recyclers Inc	18.00	000000
23829	06/16/2009	ROTH	Roth Hill Engineering Partners	822.23	000000
23830	06/16/2009	SAM	Sammamish Plateau Water Sewer	344.59	000000
23831	06/16/2009	SCI	SCI Infrastructures, LLC	485,222.10	000000
23832	06/16/2009	SMITHSUZ	Suzanne Smith	520.00	000000
23833	06/16/2009	TILCO	Tilco Vanguard Inc	2,110.62	000000
23834	06/16/2009	TLC	Total Landscape Corp	7,270.18	000000
23835	06/16/2009	TRAFFIC	Trafficount	1,310.00	000000
23836	06/16/2009	UNITRENT	United Rentals NW, Inc	1,690.33	000000
23837	06/16/2009	UPROAR	Uproar, Inc.	2,600.00	000000
23838	06/16/2009	VERIZNW	Verizon Northwest	33.37	000000
23839	06/16/2009	WESTERN	Western Graphics, Inc.	928.43	000000

CHECK TOTAL: \$623,956.28



CITY COUNCIL AGENDA BILL

Subject:

Resolution to repeal the current Fixed Asset Policy and adopt a Capital Asset Policy and a Small and Attractive Asset Policy.

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Financial Services

Clearances:

Action Required:

Approve the Resolution repealing the current Fixed Asset Policy and adopting two new asset policies.

- | | |
|---|---|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Exhibits:

1. Resolution
2. Capital Asset Policy
3. Small and Attractive Asset Policy

Budgeted Amount: N/A

Summary Statement:

This is a housekeeping item suggested by the State Auditor's Office at the City's 2007 audit exit conference. This resolution will repeal the resolution adopted in 2007 establishing the City's fixed asset policies and adopt two separate resolutions, one establishing policies for assets with useful lives exceeding one year and costing over \$5,000 each; and a second resolution for what the State refers to as "small and attractive assets" that have useful lives exceeding one year and costing between \$500 and \$5,000.

Background:

The City established the current Fixed Asset Policy by resolution in 2007 covering capital assets and small and attractive assets. The State Auditor recommended creating two separate policies to clearly distinguish between capital assets and expenses for small and attractive items. Based on audit comments, a lower limit of \$500 was added to the

Small and Attractive Assets Policy to eliminate tracking inexpensive equipment such as rakes and shovels.

Financial Impact:

None

Recommended Motion:

Approve the resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION No. R2009-**

**A RESOLUTION OF THE CITY OF SAMMAMISH
REPEALING RESOLUTION NO. R2007-268 AND
ESTABLISHING CAPITAL ASSET AND SMALL AND
ATTRACTIVE ASSET POLICIES**

WHEREAS, the Office of Financial Management (OFM) is required by the Budget and Accounting Act (RCW **43.88.160**) to establish a Generally Accepted Accounting Principles-based accounting system and procedures to provide for accountability of public assets and compliance with state laws and regulations; and

WHEREAS, OFM has created the State Administrative and Accounting Manual (SAAM) to provide control and accountability over financial and administrative affairs of Washington State Government and to assist agencies in gathering and maintaining information needed for the preparation of financial statements; and

WHEREAS, the SAAM provides that public agencies should perform a risk assessment (both financial and operational) on the agency's assets to identify those assets that are particularly at risk or vulnerable to loss; and assets so identified that fall below the State's capitalization policy are classified as "small and attractive assets"; and

WHEREAS, it is good public policy to establish capital and small and attractive asset control systems in order to: maintain control over City assets; maintain accountability over such assets; provide centralized documentation; meet financial reporting needs; and generate asset management information; and

WHEREAS, the State Auditor recommended changes to the City's fixed asset policy established by Resolution R2007-268; and

WHEREAS, it is necessary to establish City capital asset policies and procedures that comply with State law;

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

Section 1. City of Sammamish Resolution No. R2007-268 is hereby repealed.

Section 2. The attached Capital Asset Policy and the attached Small and Attractive Asset Policy are hereby adopted and by this reference incorporated herein; and

Section 3. The attached policies shall be effective commencing for fiscal year 2008.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THIS 16th DAY OF JUNE 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 10, 2009

Passed by the City Council:

Resolution No.: R2009-

CITY OF SAMMAMISH ADMINISTRATIVE PROCEDURE	
Subject: Capital Asset Policy	Number: 18.02.15
Department: Finance	Page: 1 of 3
Effective Date: 1/1/2008	Approved: City Manager

1.0 PURPOSE:

To establish a policy and procedures for a capital asset control system designed to comply with all statutory requirements and establish control over those assets for which the City has stewardship responsibility. The intent of these policies is to obtain accountability over the City's assets, provide centralized documentation for insurance purposes, meet financial reporting needs, and generate asset management information.

2.0 POLICY STATEMENT

It is the policy of the City to maintain accountability over capital assets. The Finance Department shall maintain asset records provided by the various City departments with such records to be verified by a physical inventory conducted by the Finance Department at least once per year.

3.0 DEFINITION

A capital asset is a tangible or intangible asset having an expected life of more than one year and costing more than \$5,000, including tax. Assets include but are not limited to land, buildings and building improvements, machinery, equipment, other improvements, infrastructure, art, and software.

4.0 PROCEDURES

4.1 Responsibilities

The Finance Department will establish and maintain a capital asset system and will conduct or oversee an annual inventory. The Finance Department will ensure

that appropriate changes are made to the city's asset records and that proper procedures are followed in managing the capital asset system.

Each department director will be considered the custodian of the capital assets in their departments and will take care to safeguard all assets in their custody. Each department will notify the Finance Department of any known additions, deletions, interdepartmental transfers, modifications, or leases of capital assets. Deletions of assets should include items that were scrapped, sold, cannibalized, disappeared mysteriously, were lost or stolen, or damaged beyond salvage.

4.2 Asset Identification

All capital assets will be assigned a unique City of Sammamish identification number by the Finance Department. Assets will be tagged or marked with a City asset tag identifying the asset as belonging to the City of Sammamish. The inventory of unused tags will be controlled and secured. If it is not feasible to tag the item, Finance will maintain the original tag and a description of the item along with a reason the item cannot be tagged. Tags will be removed or obliterated only when the item is disposed of. Should the tag be removed or defaced, the item will be retagged with a new number. The affected asset will have a record of both the new number and the old number in the asset system. If the asset is purchased with federal grant funds, the asset system will include that notation with the grant reference. In the case of surplus or disposal of the asset, the grant contract will be reviewed to ensure compliance with disposal requirements.

4.3 Inventory

On an annual basis the Finance Department will coordinate a physical inventory of machinery, equipment, and software capital assets. The Finance Department staff (or appointee) will verify the existence and condition of the assets. When reconciled, the inventory provides evidence that the departments and department directors are meeting their stewardship duties over City assets. The Finance Director will sign the final inventory list of capital assets to approve completion of the inventory and to attest to the accuracy of the recorded capital assets.

An inventory may also serve to assist the departments in planning for future needs by identifying the condition of the assets, including any unanticipated wear and tear of equipment before it breaks down.

4.4 Additions

The City may acquire capital assets by purchase, construction, donation, or lease. Capital assets may be owned by two or more funds. The Finance Department will identify capital assets purchased via the invoice. Departments accepting donations of capital assets will notify the Finance Department and provide the

necessary documentation. The Finance Department will add the asset to the capital asset system and coordinate placement of the capital asset tag on the item.

4.5 Modifications

Large assets such as major pieces of equipment or buildings are often modified to increase their useful life, efficiency, or effectiveness. Modifications may include partial additions or deletions, major renovations, or component replacements. Modification of a capital asset must be communicated to the Finance Department so the proper accounting treatment is applied.

4.6 Transfers

Occasional transfers of assets between departments or funds may occur. The Finance Department will receive notice of the transfer from the departments and make appropriate changes to the capital asset records.

4.7 Disposition

The City Manager has the authority to dispose of capital assets having a value of \$10,000 or less in a manner that is in the best interest of the City. This authority is granted in Sammamish Ordinance O2004-145. Disposition of assets with a value of more than \$10,000 must be approved by the City Council. Assets purchased with grant funds must be disposed of according to the grant requirements.

4.8 Theft or Disappearance

Immediately upon the discovery of the disappearance or theft of a City asset the Police must be called and a report made. The Finance Department must also be notified immediately so the disappearance may be reported to the State Auditor as required by RCW and adjustments may be made to the asset records. It is the policy of the City to prosecute to the full extent of the law and if any employee is implicated in wrong doing, to take appropriate disciplinary action.

4.9 Deletions

Assets previously acquired will eventually be disposed of and will need to be deleted from the City's capital asset system. Deletion may be due to sale, scrapping, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc.). Deletions brought about as a result of natural disasters require reporting to the insurance provider or Federal Emergency Management Agency (if eligible) for a reimbursement claim.

CITY OF SAMMAMISH ADMINISTRATIVE PROCEDURE	
Subject: Small and Attractive Asset Policy	Number: 18.02.16
Department: Finance	Page: 1 of 3
Effective Date: 1/1/2008	Approved: City Manager

1.0 PURPOSE:

To establish a policy and procedures for a small and attractive asset control system designed to comply with all statutory requirements and establish control over those assets for which the City has stewardship responsibility. The intent of these policies is to obtain accountability over the City's small and attractive assets, provide centralized documentation for insurance purposes, and generate management information.

2.0 POLICY STATEMENT

It is the policy of the City to maintain accountability over small and attractive assets. The Finance Department shall maintain asset records provided by the various City departments with such records to be verified by a physical inventory conducted by the Finance Department at least once per year.

3.0 DEFINITION

A small and attractive non-capital asset is a tangible, easily moveable asset having an expected life of more than one year and costing between \$500 and \$5,000, including tax. Assets include but are not limited to communications equipment, computer equipment, office equipment, firearms, landscape equipment, and maintenance equipment.

4.0 PROCEDURES

4.1 Responsibilities

The Finance Department will establish and maintain a small and attractive asset inventory list. Departments may establish and maintain inventory lists of Police equipment and firearms, computer equipment, etc. that will be incorporated into the Finance Department inventory list. The Finance Department will review the overall inventory list for current year additions/deletions and will conduct or oversee an annual inventory. The Finance Department will ensure that proper procedures are followed in managing small and attractive assets.

Each department director will be considered the custodian of the assets in their departments and will take care to safeguard all assets in their custody. Each department will notify the Finance Department of any known additions, deletions, or interdepartmental transfers. Deletions of assets should include items that were scrapped, sold, cannibalized, disappeared mysteriously, were lost or stolen, or damaged beyond salvage.

4.2 Asset Identification

All small and attractive assets will be assigned a unique City of Sammamish identification number by the Finance Department. Assets will be tagged or marked with a City asset tag identifying the asset as belonging to the City of Sammamish. The inventory of unused tags will be controlled and secured. If it is not feasible to tag the item, Finance will maintain the original tag and a description of the item along with a reason the item cannot be tagged. Tags will be removed or obliterated only when the item is disposed of. Should the tag be removed or defaced, the item will be retagged with a new number. The affected asset will have a record of both the new number and the old number on the inventory list.

4.3 Inventory

On an annual basis the Finance Department will coordinate a physical inventory of small and attractive assets. The Finance Department staff (or appointee) will verify the existence and condition of the assets. When reconciled, the inventory provides evidence that the departments and department directors are meeting their stewardship duties over City assets. The Finance Director will sign the final inventory list of small and attractive assets to approve completion of the inventory and to attest to the accuracy of the inventory list.

4.4 Additions

The City may acquire small and attractive assets by purchase or donation. The Finance Department will identify small and attractive assets purchased via the invoice. Departments accepting donations of small and attractive assets will notify the Finance Department and provide the necessary documentation. The appropriate department will add the small and attractive asset to their inventory list and Finance will coordinate placement of the tag on the item.

4.5 Disposition

The City Manager has the authority to dispose of small and attractive assets in a manner that is in the best interest of the City. This authority is granted in Sammamish Ordinance O2004-145.

4.6 Theft or Disappearance

Immediately upon the discovery of the disappearance or theft of a small and attractive asset the Police must be called and a report made. The Finance Department must also be notified immediately so the disappearance may be reported to the State Auditor as required by RCW and adjustments may be made to the inventory list. It is the policy of the City to prosecute to the full extent of the law and if any employee is implicated in wrong doing, to take appropriate disciplinary action.

4.7 Deletions

Small and attractive assets previously acquired will eventually be disposed of and will need to be deleted from the appropriate inventory list. Deletion may be due to sale, scrapping, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc.). Deletions brought about as a result of natural disasters require reporting to the insurance provider or Federal Emergency Management Agency (if eligible) for a reimbursement claim.



CITY COUNCIL AGENDA BILL

Subject:

Final Acceptance for the Sammamish Commons
Exterior Staining Project

Meeting Date: June 16, 2009

Date Submitted: June 5, 2009

Originating Department: Administrative Services

Action Required:

Approve Resolution accepting the city of
Sammamish 2009 City hall exterior staining
project as complete.

Clearances:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:

1. Resolution
2. Final Pay Application

Budgeted Amount: \$60,000

Summary Statement:

This is a resolution for the Sammamish Commons Exterior Staining Project.

Background:

The Sammamish Commons Exterior Staining Project includes refinishing the exterior wood, rain-screen siding, columns, and beams on Sammamish City Hall, the Pergola, and the three picnic shelters.

Through a Small Works Roster bid process, 5 bids were received by the City. Fishtail Construction was the low bidder.

The project was completed on budget and ahead of schedule on May 18, 2009.

Financial Impact:

\$ 48,111.95

Recommended Motion:

- Move to approve resolution No. R 2009-_____, the final contract amount with Fishtail Construction, LLC, of Redmond, Washington, for the original contract and final construction amount of \$48,111.95 and accepting the City of Sammamish 2009 city hall exterior staining project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH 2009
CITY HALL EXTERIOR STAINING PROJECT AS COMPLETE**

WHEREAS, at the Council meeting of March 3rd 2009 the City Council authorized the expenditure of funds for City Hall Exterior staining project.

WHEREAS, the City Manager entered into Contract C2009-121 for the 2009 City Hall Exterior Staining Project with Fishtail Construction LLC, on March 4, 2009; and

WHEREAS, the project was substantially completed by the contractor by May 18, 2009

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

Section 1. Acceptance of the 2009 City Hall Exterior Staining project as Complete. The City of Sammamish hereby accepts the 2009 City Hall Exterior Staining project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 16TH DAY OF JUNE 2009.**

CITY OF SAMMAMISH

Mayor Don Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 14, 2008

Passed by the City Council: May 20, 2008

Resolution No.: R2008-____

PROJECT: FISH TAIL

ORIGINAL BID	DATE	AMOUNT	TAX	TOTAL
		\$ 43,979.00	\$ 3,958.11	\$ 47,937.11
COP#1		\$ -	\$ -	\$ -
COP#2		\$ -	\$ -	\$ -
TOTAL CHANGE ORDERS		\$ -	\$ -	\$ -
TOTAL COST		\$ 43,979.00	\$ 4,132.20	\$ 48,111.20

THERE IS A TAX DIFFERENCE DUE TO TWO DIFFERENT TAX R/

	DATE	AMOUNT	RETAINAGE	TAX	TOTAL
APPLICATION #1	3/23/2009	\$ 9,174.31	\$ -	\$ 825.69	\$ 10,000.00
APPLICATION # 2	4/2/2009	\$ 18,264.84	\$ -	\$ 1,735.16	\$ 20,000.00
APPLICATION # 3	5/8/2009	\$ 16,540.60	\$ -	\$ 1,571.36	\$ 18,111.96
TOTAL UP TO DATE		\$ 43,979.75	\$ -	\$ 4,132.20	\$ 48,111.95

TO REMAIN		AMOUNT	RETAINAGE	TAX	TOTAL
				\$ -	\$ -

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT
SAMMAMISH COMMONS

Contract Amount	\$ 43,979.00	Liquidated damages	\$ -
Additions	\$ -	Amount Disbursed	\$ 48,111.20
Reductions	<u>0</u>	Amount Retained	\$ -
Sub- Total	\$ 43,979.00		\$ 48,111.20
Amount of Sales tax paid	\$ 4,132.20		
	\$ 48,111.20		

\$ 825.69	9.00%
\$ 3,306.52	9.50%



CITY COUNCIL AGENDA BILL

Subject:

Resolution: Final Plat of Illahee, Tract M. (16-lot Subdivision)

Meeting Date: June 16, 2009

Date Submitted: June 9, 2009

Originating Department: Community Development

Clearances:**Action Required:**

Motion to adopt resolution approving the subdivision

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

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

Budgeted Amount: N/A – Legislative Approval

Summary Statement:

The applicant, Burnstead Construction Co. proposes to divide one parcel, totaling 3.04 acres into 16 single-family residential lots. This lot generally located at the intersection of NE 10th Place and 235th Avenue NE on parcel 4379400940 was originally included in the recorded subdivision Llama Landing as Tract M; reserved for future development.

Steep slopes were created on the lot as part of an approved re-grading of a slope that was created through previous legal grading activities.

The plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on September 07, 2007.

The subdivision application is vested to the City of Sammamish Municipal Code in effect at the time of application, December 6, 2006; the City of Sammamish Hearing Examiner

approved the preliminary plat subject to conditions of approval. The City of Sammamish has reviewed and monitored the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements, which are complete.

Maintenance Bond:

Since improvements to the proposed subdivision have been completed Public Works Department authorized a maintenance and defect bond. The bond amount is for \$23,774.60.

Recreational Improvements and Landscaping Bond:

Not applicable. Recreation improvements were provided for in Illahee Subdivision.

Transportation Mitigation Fees:

The applicant has paid thirty percent of the street impact fees in the amount of \$13,827.17 on 6/26/06 for expected traffic impacts to the citywide transportation system. Payment of the remaining impact fees of \$225,444.19 will be paid at the time of building permit issuance.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Lake Washington School impact fees, together with the current administration fee, in the amount of \$24,345.00. The balance of the school impact fees shall be paid at the time of building permit issuance.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have been met.

Recommended Motion:

Approve the 16-lot Illahee, Tract M subdivision, and authorize the mayor to sign the mylars for the final plat.

ILLAHEE TRACT M

SHEET 1 OF 3

A REPLAT OF TRACT M, LLAMA LANDING, VOL. 220, PG'S. 64-77
A PORTION OF THE SE 1/4, OF THE SW 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACT "M", LLAMA LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 220 OF PLATS, PAGES 64 THROUGH 77, IN KING COUNTY, WASHINGTON.

DEDICATION

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

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

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

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

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

STEVEN BURNSTEAD CONSTRUCTION CO.,
A WASHINGTON CORPORATION

KEYBANK NATIONAL ASSOCIATION,
AS LENDER ONLY

BY:
ITS:

BY:
ITS:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

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

DATED: _____, 2008.

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

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

DATED: _____, 2008.

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES _____

CITY OF SAMMAMISH FILE NO. _____

APPROVALS

EXAMINED AND APPROVED PER SMC 19.60 THIS _____ DAY OF _____ 200__.

DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF SAMMAMISH

EXAMINED AND APPROVED PER SMC 19.60 THIS _____ DAY OF _____ 200__.

CITY ENGINEER, CITY OF SAMMAMISH

EXAMINED AND APPROVED PER SMC 19.60 THIS _____ DAY OF _____ 200__.

MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 200__.

KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: 4379400940

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 _____, 200__.

MANAGER, KING COUNTY OFFICE OF FINANCE

DEPUTY



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

ENGINEERING · PLANNING · SURVEYING

JOB NO. 05117

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

LAND SURVEYOR'S CERTIFICATE

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

STEPHEN J. SCHREI
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 37555
CORE DESIGN, INC.
14711 NE 29TH PLACE SUITE 101
BELLEVUE, WA 98007
PHONE: (425) 885-7877



RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CONNER HOMES COMPANY, THIS _____ DAY OF _____ 20__, AT _____ MINUTES PAST _____ M AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____ THROUGH _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

PORTION OF THE SE 1/4 OF THE SW 1/4,
SEC. 27, TWP. 25 N., RGE. 6 E., W.M.

VOL/Pg

ILLAHEE TRACT M

A REPLAT OF TRACT M, LLAMA LANDING, VOL. 220, PG'S. 64-77

A PORTION OF THE SE 1/4, OF THE SW 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

- 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.
- THE ILLAHEE HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF ILLUMINATION FACILITIES INSTALLED ALONG NE 11TH CT. WITHIN THIS PLAT.
- THE ILLAHEE HOMEOWNERS ASSOCIATION WAS ESTABLISHED APRIL 14, 2005.
- THE ILLAHEE HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.
- 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.
- NO LOT WITHIN THIS PLAT SHALL BE PERMITTED DIRECT VEHICULAR ACCESS TO 235TH AVENUE NE.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- STORM WATER MITIGATION, AND ANY OTHER APPLICABLE FEES SHALL BE PAID (ON A PER LOT BASIS) AT THE APPLICABLE RATE IN EFFECT AT THE TIME OF THE RECORDING OF THIS PLAT.
- IN ACCORDANCE WITH SMC 14A.20 PARK AND RECREATIONAL FACILITIES IMPACT FEES SHALL BE PAID (ON A PER LOT BASIS) AT THE TIME THE COMPLETE APPLICATION FOR A BUILDING PERMIT IS SUBMITTED, OR AT THE ISSUANCE OF PERMIT, USING THE IMPACT FEE RATES IN EFFECT AT THAT TIME.
- FIFTY PERCENT OF THE LAKE WASHING SCHOOL DISTRICT IMPACT FEES WERE PAID AT THE TIME OF FINAL PLAT APPROVAL. THE BALANCE OF THE ASSESSED FEE, TOGETHER WITH THE CURRENT ADMINISTRATION FEE, MUST BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF _____ TO _____ FOR NE. 10TH PL. AND WITHIN THE RANGE OF _____ TO _____ FOR NE. 11TH CT. INDIVIDUAL ADDRESSES WILL BE ASSIGNED FOR EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF LLAMA LANDING, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 220 OF PLATS, PAGES 64 THROUGH 77, IN KING COUNTY, WASHINGTON.
- THIS SITE IS SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS OF AN UNDERGROUND UTILITY EASEMENT TO PUGET SOUND POWER AND LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7805230735. THE PROPERTY BURDENED BY SAID EASEMENT INCLUDED THIS AND OTHER PROPERTY, THE EASEMENT'S EXACT LOCATION IS A 7 FOOT WIDE STRIP OF LAND CENTERED ON THE PRESENTLY CONSTRUCTED OR TO BE CONSTRUCTED GRANTEE'S FACILITIES WITHIN THE BURDENED PROPERTY.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AUTHORIZATION OF SPECIFIC ENCROACHMENT BETWEEN NORTHWEST PIPELINE CORPORATION AND STEVEN BURNSTEAD CONSTRUCTION COMPANY REGARDING PERMISSION TO CONSTRUCT WATER AND SEWER LINES AND OTHER UTILITIES ACROSS NORTHWEST'S EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20030702001639 AND AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20030926002601. THE AREA AFFECTED BY SAID INSTRUMENTS IS NOT LOCATED WITHIN THIS SITE.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20040915002189 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20040915002190 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20040915002191 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20040915002192 AND IS SHOWN HEREON.
- THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ILLAHEE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050310000201.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AND ALLAN H. JORGENSEN REGARDING A DEVELOPER EXTENSION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9612130619.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A NOTICES OF CHARGES BY SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040, AND 20060126001770.

PRIVATE EASEMENT PROVISIONS

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

SURVEY NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 1215966, DATED AUGUST 11, 2006. IN PREPARING THIS MAP, CORE DESIGN HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE CERTIFICATE. CORE DESIGN HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN APRIL, 2006.
- PROPERTY AREA = 132,363± SQUARE FEET. (3.0386 ACRES)
- ALL DISTANCES ARE IN FEET.
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- THE SECTION SUBDIVISION INFORMATION SHOWN HEREON IS BASED ON THE PLAT OF LLAMA LANDING, REF. 1.

CITY OF SAMMAMISH FILE NO. _____

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

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

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

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

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THAT PORTION OF LOT 5 AND LOT 8 SHOWN ON SHEET 3 HEREIN AS 20' PRIVATE ACCESS AND UTILITY EASEMENT AND THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AND THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY, EASEMENTS, AS SHOWN ON SHEET 3 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWER, WATER, ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER, UNDER, THROUGH AND UPON THOSE EASEMENTS SHOWN HEREON AS "SANITARY SEWER EASEMENT" OR "WATER EASEMENT", THAT PORTION OF LOT 5 AND LOT 8 SHOWN ON SHEET 3 HEREIN AS 20' PRIVATE ACCESS AND UTILITY EASEMENT AND THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS, AS SHOWN ON SHEET 3 IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR THOSE EASEMENTS ACROSS THE ENTIRETY OF LOT 5 AND LOT 8 THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO PLACEMENT OF THE WATER OR SEWER FACILITY.

EASEMENT NOTES

- THE 20-FOOT PRIVATE ACCESS AND UTILITY EASEMENT SHOWN ON LOT 5 IS TO THE BENEFIT OF THE OWNERS OF LOT 6 FOR PRIVATE ACCESS AND UTILITIES AND TO THE OWNERS OF LOT 7 FOR PRIVATE UTILITY SERVICES. THE OWNERS OF SAID LOTS 5, 6 AND 7 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES WITHIN SAID EASEMENT. THE OWNERS OF SAID LOTS 5, AND 6 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ACCESS FACILITIES WITHIN SAID EASEMENT. LOT 7 SHALL NOT TAKE ACCESS FROM SAID EASEMENT.
- THE 20-FOOT PRIVATE ACCESS AND UTILITY EASEMENT SHOWN ON LOT 8 IS TO THE BENEFIT OF THE OWNERS OF LOT 9 FOR PRIVATE ACCESS AND UTILITIES INCLUDING, BUT NOT LIMITED TO PRIVATE WATER AND SANITARY SEWER FACILITIES AND TO THE OWNERS OF LOT 10 FOR PRIVATE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO PRIVATE WATER AND SANITARY SEWER FACILITIES. THE OWNERS OF SAID LOTS 8, 9 AND 10 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES WITHIN SAID EASEMENT. THE OWNERS OF SAID LOTS 8, AND 9 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ACCESS FACILITIES WITHIN SAID EASEMENT. LOT 10 SHALL NOT TAKE ACCESS FROM SAID EASEMENT.
- THE PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 2, 3, 4, 5 AND 6 IS TO THE BENEFIT OF THE OWNERS OF LOTS 1, 2, 3, 4, 5, 6 AND 7, SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2, 3, 4, 5, 6 AND 7 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 8 AND 10 IS TO THE BENEFIT OF THE OWNERS OF LOTS 7, 8 AND 9, SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 7, 8, 9 AND 10 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 12, 13, 14 AND 15 IS TO THE BENEFIT OF THE OWNERS OF LOTS 13, 14, 15 AND 16, SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12, 13, 14, 15 AND 16 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

REFERENCES

- THE PLAT OF LLAMA LANDING RECORDED IN VOLUME 220 OF PLATS, PAGES 64 THROUGH 77, UNDER RECORDING NO. 20040308001592, IN KING COUNTY, WASHINGTON.



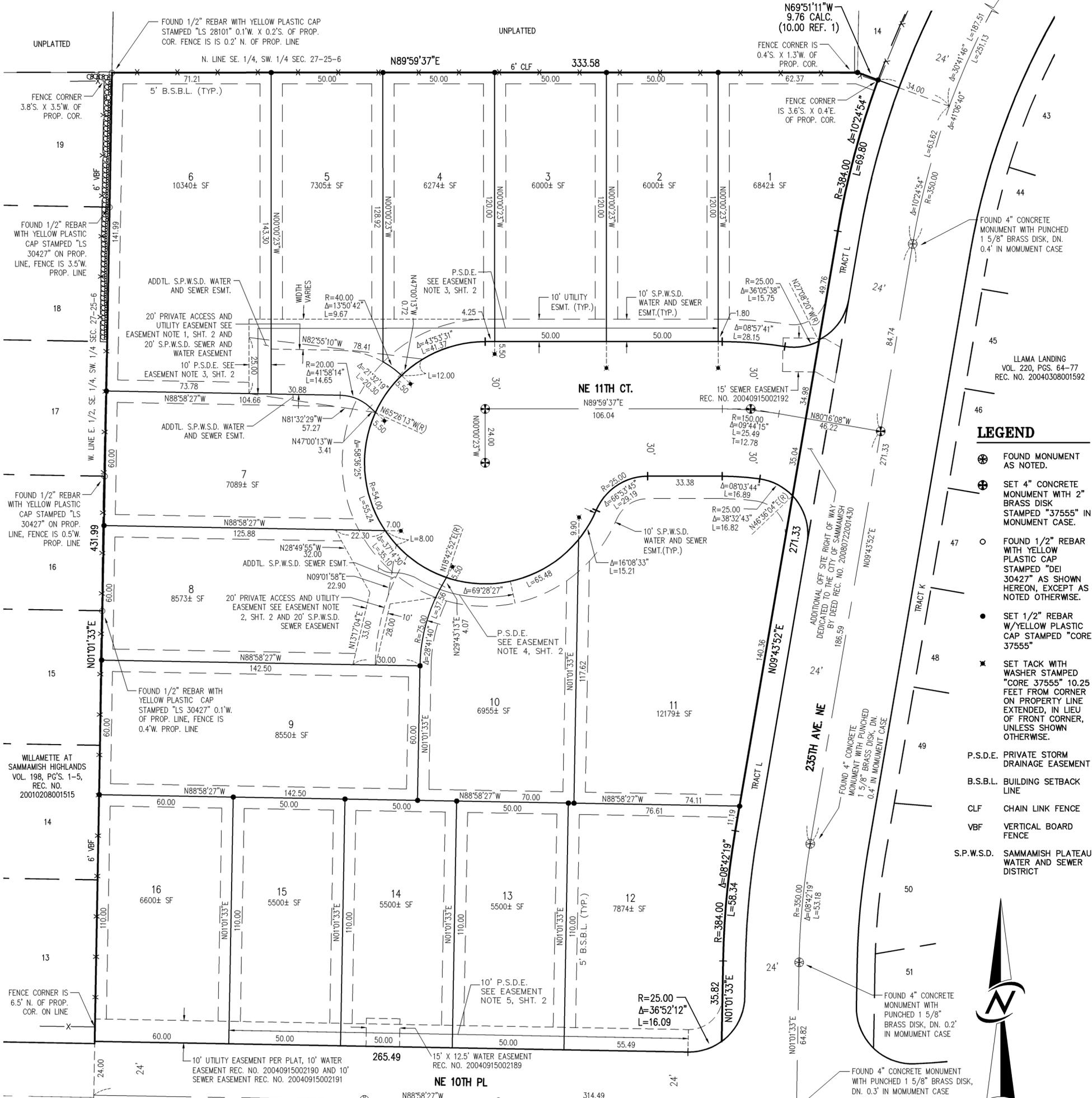
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

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ILLAHEE TRACT M

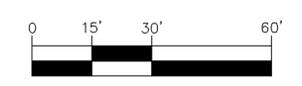
A REPLAT OF TRACT M, LLAMA LANDING, VOL. 220, PG'S. 64-77
A PORTION OF THE SE 1/4, OF THE SW 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



- LEGEND**
- ⊕ FOUND MONUMENT AS NOTED.
 - ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "37555" IN MONUMENT CASE.
 - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "DEI 30427" AS SHOWN HEREON, EXCEPT AS NOTED OTHERWISE.
 - SET 1/2" REBAR W/YELLOW PLASTIC CAP STAMPED "CORE 37555"
 - ✱ SET TACK WITH WASHER STAMPED "CORE 37555" 10.25 FEET FROM CORNER ON PROPERTY LINE EXTENDED, IN LIEU OF FRONT CORNER, UNLESS SHOWN OTHERWISE.
 - P.S.D.E. PRIVATE STORM DRAINAGE EASEMENT
 - B.S.B.L. BUILDING SETBACK LINE
 - CLF CHAIN LINK FENCE
 - VBF VERTICAL BOARD FENCE
 - S.P.W.S.D. SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



SCALE: 1" = 30'

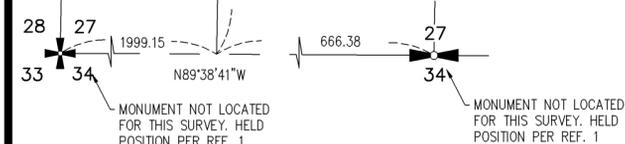


BASIS OF BEARINGS:
N09°43'52"W BETWEEN THE MONUMENTS FOUND IN PLACE ALONG THE CENTERLINE OF 235TH AVE. NE, PER THE PLAT OF LLAMA LANDING, REF. 1.

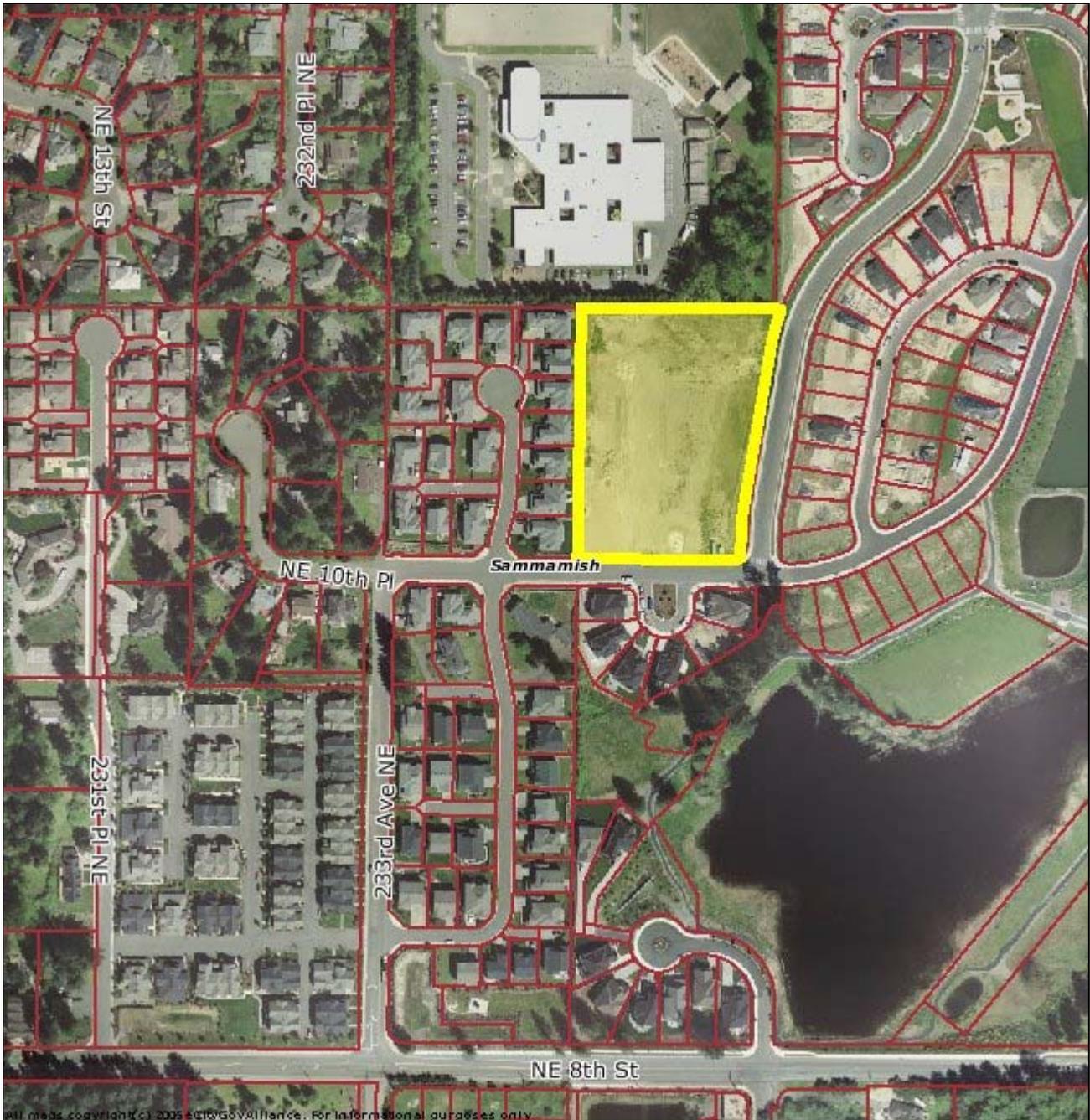


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Illahee, Tract M Final Plat



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-  Selected Parcels
-  Freeways
-  Parks
-  Parcels
-  Other Properties
-  Streets
-  Lakes
-  Cities
-  Sammamish
-  Other E-Gov Cities

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Steve Burnstead)	File No. PLN2006-00096
Construction for Approval of the 16-Lot)	FINDINGS OF FACT
Subdivision known as Llama Landing)	CONCLUSIONS OF LAW
Future Development Tract M)	AND DECISION

DECISION

The preliminary plat of the Llama Landing Future Development Tract M subdivision is approved, subject to conditions.

INTRODUCTION

The application of Steve Burnstead Construction Company for the approval of Llama Landing Future Development, Tract M preliminary plat came on for hearing before Gordon F. Crandall, Hearing Examiner, on August 21, 2007 at 7:00 p.m. The hearing was held at City Hall. Emily Arteche, Senior Planner presented the Staff Report Recommendation to the Hearing Examiner. Mark Gibbons of Steve Burnstead Construction represented applicant.

Testifying under oath were:

Emily Arteche
 Mark Gibbons
 Shell Prince
 Larry Hobbs

Senior Planner
 Core Design
 Concerned Citizen
 TraffEx

The following exhibits were offered and admitted:

1. Base Land Use Application
2. Plans (5 sheets)
3. Determination of Nonsignificance (DNS)
4. Routing/Task Tracking
5. Public Works Recommended Conditions of Approval
6. Certificate of Concurrency
7. Request for School District Information and Review
8. Affidavit of Posting
9. Affidavit of Mailing Public Hearing
10. Published Notice
11. Revised Traffic Impact Analysis
12. Downstream Analysis
13. Staff Report

The hearing adjourned at about 8:00 p.m.

FINDINGS OF FACT

1. Steve Burnstead Construction Company (Applicant) proposes to subdivide a 3.04 acre site at the corner of NE 10th Place and 235th Avenue NE into 16 single-family residential lots. The site is Tract M of the previously approved Llama Landing plat, which was reserved for future development. The site lies south of Samantha Smith Elementary School and has steep slopes on the north and west property lines. To the east across 235th Avenue NE is the Willamette Sammamish Highlands plat and Llama Landing (also known as Illahee) occupies the remaining boundaries. The site will be integrated into the Llama Landing plat and homeowners association.
2. The site is zoned R-6. There are no critical areas on the site.
3. Access to lots 1-11 will be from a cul-de-sac off 235th Avenue NE, which will be dedicated as a city street. Frontage improvements are already in place. Lots 12-16 will have direct access to NE 10th Place. A site plan is attached as attachment A.

4. A determination of non-significance (DNS) was issued for the proposal on July 30, 2007, which concluded that the proposal did not have a probable significant adverse impact on the environment. There was no appeal.
5. Water and sewer service will be provided by the Sammamish Plateau Water and Sewer District. Stormwater will be conveyed to the existing detention and water quality pond constructed for Llama Landing.
6. Street trees will be placed along NE 10th Place and in the cul-de-sac.
7. Applicant will provide over 35,000 square feet of open space which will include a tot lot, bench, play area, sport court, sports field and lawn. This amount of space exceeds the minimum requirement of the Sammamish Municipal Code of 6,240 square feet.
8. School children will not be bused. All grades will walk to school, and safe walking conditions are provided. Elementary children will walk past Samantha Smith Elementary School which is full and will attend Christa McAuliffe Elementary. The School District indicates this may change as a new school is expected in the near future. Middle and Senior High school children will also walk to school.
9. A revised traffic analysis prepared by TraffEx indicates that the site will generate 154 average weekday vehicle trips with 12 in the AM peak hour and 16 in the PM peak hour. A “vehicle trip” is a single or one direction vehicle movement to or from a site. Two nearby intersections were studied: NE 8th Street and 223rd Avenue NE, and NE 8th Street and 228th Avenue NE. These intersections are expected to operate at an acceptable level after the site is developed. Applicant will pay road mitigation fees of \$14, 853.96 for each residential unit developed. No traffic mitigation is required other than the fees.

Shell Prince urged that speed bumps and crosswalks be established as part of this project, as traffic tends to speed in the area and to cut the corner of NE 10th Place and 235th Avenue SE. These are existing conditions, however, and the solutions cannot be visited on this developer but must be solved by the City and its Traffic Engineer. A certificate of traffic concurrency was issued for the proposal (exhibit 1-6) which is an indication that there is adequate vehicular capacity on the City’s street network to support the traffic forecasted to be generated by the development.

10. Impact fees will be paid for schools and parks in addition to road impact fees previously mentioned.

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

4. The plat should be approved. The criteria for approval of a subdivision have been satisfied. The plat is a logical extension of the existing Llama Landing plat and it makes provision for all of the services and amenities required by the statute and ordinance. The recreation space greatly exceeds the City's minimum and the additional traffic can be absorbed in the City's street system. Impact fees will aid in financing needed road, park and school improvements, and children will have safe walking conditions to school.
5. Any finding of fact deemed to be a conclusion of law is adopted as such.

DECISION

The Preliminary Plat of Llama Landing Future Development, Tract M is approved, subject to the conditions in Attachment B.

DONE this 7th day of September, 2007



Gordon. F. Crandall
Hearing Examiner

Attachment A
Attachment B

Site Plan
Conditions of Approval

RECONSIDERATION

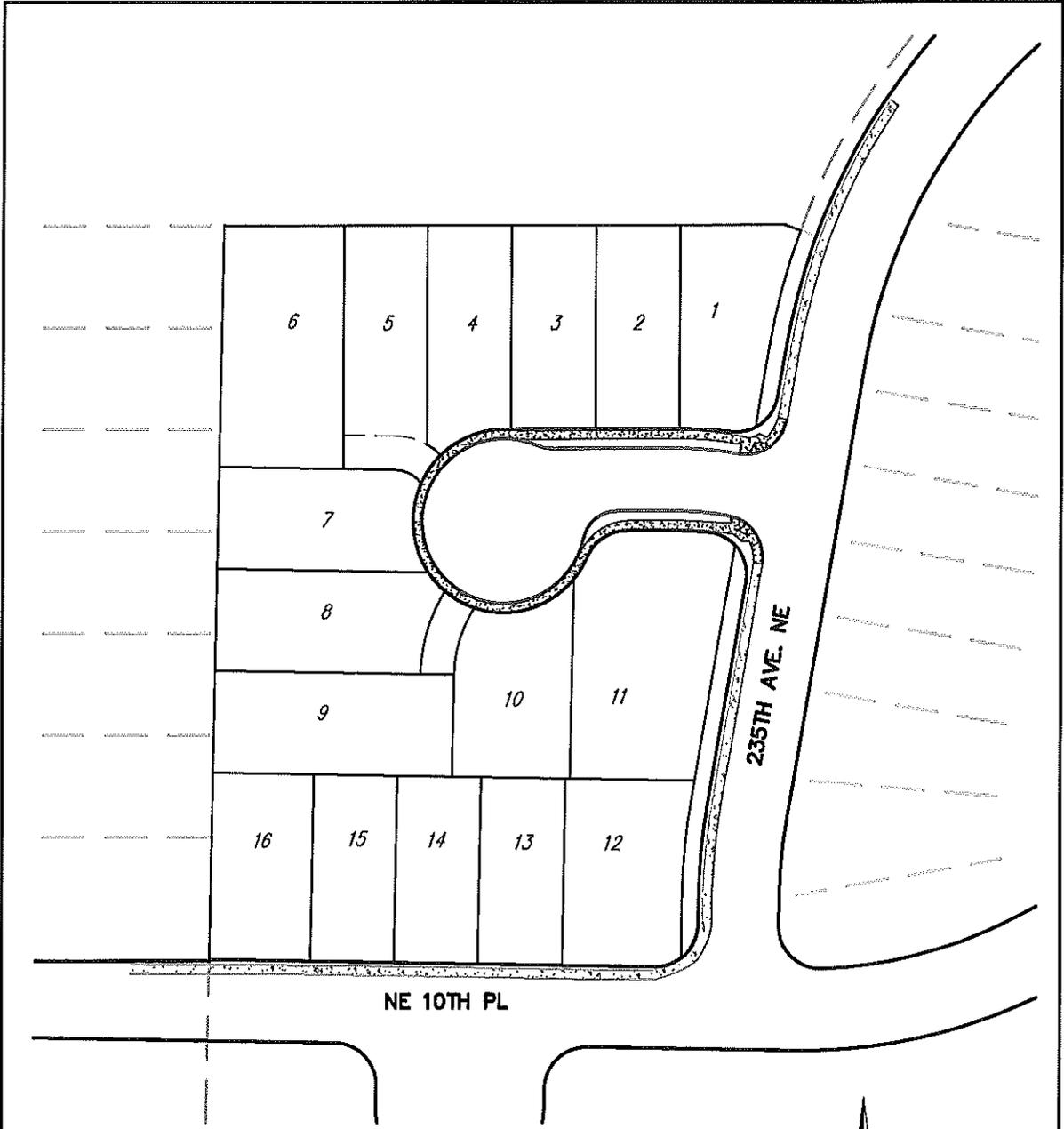
Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

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

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

NOTICE OF RIGHT OF APPEAL

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



LLAMA LANDING, TRACT M
SITE PLAN
EXHIBIT

PAGE
1 OF 1



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JOB NO. 05117



SCALE: 1" = 100'
0 50 100

Llama Landing Tract M Conditions of Approval

1. Construction of the public 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.
2. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection.
3. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.
4. 235th Avenue NE and NE 10th Place have been fully constructed with the Llama Landing subdivision/Illahee plat. No further dedication or frontage improvements are required. Sidewalks will be reviewed during final engineering for requirements for driveway aprons along NE 10th Place.
5. All internal roads shall be dedicated and improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191.
6. Cul-de-sac shall be in accordance to Interim PWS.15.120 and Figure 02-33. The 2003 Fire Code requires a 96-ft diameter paved bulb with no parking within the bulb.
7. Joint use driveway in accordance to Interim PWS.15.090 shall be used for access to Lots 8 and 9; and Lots 5 and 6. For all driveways, setback of 5-ft from all property lines is required.
8. Pedestrian safety fence is required above all proposed rockeries greater than 30-inches in height located on all ROW property lines.
9. 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.
10. The existing stormwater pond within the Illahee (Llama Landing subdivision) shall be modified as needed for incorporation of the plat's stormwater flow control and water quality treatment requirements. Technical Information Report shall be updated to include analysis and modeling of Tract M's stormwater requirements.

11. Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt, unless otherwise stated in the approved ROW permit.
12. Prior to final plat approval, a licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A public works inspector shall inspect and approve locations prior to final plat and easement recording.
13. Any surface water management facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.
14. 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.
15. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards or as approved by the City Engineer. Maintenance of illumination along all local roads shall be the responsibility of the homeowners association or jointly shared by the owners of the development.
16. All new utility installation serving the subdivision within plat or along frontage shall be underground.
17. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to final plat recording.
18. 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.
19. 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.
20. Street trees shall be provided per City of Sammamish Interim PWS.15.520.
 21. The applicant or subsequent owner(s) shall comply with traffic impact fees in accordance to the City of Sammamish Ordinance No 2006-208.
 22. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.
 23. The Fire Marshall shall certify the adequacy of the fire turn-around and location of fire hydrant(s) to meet current codes prior to clear and grade permit issuance.
 24. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the applicant will be billed upon completion. Street designation signs shall display street name or number.
 25. Preliminary plat approval shall be null and void per SMC 19.40.040, 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;
 26. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
 27. 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;
 28. 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;

29. The plat configuration shall be developed in substantial conformance with the Site Plan by Core Design, received by the city on April 6, 2007 subject to applicable conditions of approval specified by the hearings examiner;
30. 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;
31. Public Works and Community Development approval of required permits and/or the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any onsite construction.

Conditions to appear of the face of the plat:

32. No direct vehicular access to the site will be allowed from 235th Avenue NE. Access to the plat shall be from the cul-de-sac road and NE 10th Place. Language shall be placed on the final plat indicating this condition.
33. The following note shall be shown on the final recorded plat: "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.
34. The following note shall be shown on the final recorded plat, "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."
35. It shall be noted on the face of the final plat storm water mitigation, and any other applicable fees shall be paid (on a per lot basis) at the applicable rate in effect at that time;
36. It shall be noted on the face of the final plat in accordance with SMC 14A.20 that park and recreational facilities shall be paid (on a per lot basis) at the time the complete application for a building permit is submitted, or at the issuance of permit, using the Impact Fee rates in effect at that time;

37. The applicant comply with the payment of Lake Washington School District impact fee for half the 16 lots plus an administrative fee due prior to final plat recording.

	Comment	Response	Staff Response
1	Construction of the public 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.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans.</i>	This condition has been met.
2	All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection.	<i>The plans have been prepared according to the required standards.</i>	This condition has been met.
3	Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.	<i>The required notes have been shown on the approved engineering plans.</i>	This condition has been met.
4	235th Avenue NE and NE 10th Place have been fully constructed with the Llama Landing subdivision/Illahee plat. No further dedication or frontage improvements are required. Sidewalks will be reviewed during final engineering for requirements for driveway aprons along NE 10th Place.	<i>This condition has been addressed through the preparation and review of the approved engineering plans.</i>	This condition has been met.

	Comment	Response	Staff Response
5	All internal roads shall be dedicated and improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191.	<i>This condition will be met by the completion of construction of the approved plans and the recording of the final plat.</i>	This condition has been met. Dedication of the internal plat road will be completed at recording of the final plat.
6	Cul-de-sac shall be in accordance to Interim PWS.15.120 and Figure 02-33. The 2003 Fire Code requires a 96-ft diameter paved bulb with no parking within the bulb.	<i>The approved engineering plans have been prepared to satisfy this condition.</i>	This condition has been met.
7	Joint use driveway in accordance to Interim PWS.15.090 shall be used for access to Lots 8 and 9; and Lots 5 and 6. For all driveways, setback of 5-ft from all property lines is required.	<i>The approved engineering plans have been prepared to satisfy this condition. The required setbacks have been shown on the final plat.</i>	This condition has been met.
8	Pedestrian safety fence is required above all proposed rockeries greater than 30-inches in height located on all ROW property lines.	<i>The required fences have been shown on the approved plans.</i>	No rockeries were constructed in ROW. This condition has been met.
9	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.	<i>All Drainage plans, Technical Information Reports, and analysis have been prepared to comply with these requirements.</i>	This condition has been met.
10	The existing stormwater pond within the Illahee (Llama Landing subdivision) shall be modified as needed for incorporation of the plat's stormwater flow control and water quality treatment requirements. Technical Information Report shall be updated to include analysis and modeling of Tract M's stormwater requirements.	<i>No modifications to the existing pond are required. The Technical Information Report has been updated to reflect the additional requirements of this development.</i>	This condition has been met.

	Comment	Response	Staff Response
11	Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt, unless otherwise stated in the approved ROW permit.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans.</i>	This condition has been met.
12	Prior to final plat approval, a licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A public works inspector shall inspect and approve locations prior to final plat and easement recording.	<i>This condition shall be met by action taken by the surveyor and the City's inspector.</i>	This condition has been met.
13	Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.	<i>No additional dedications are required.</i>	This condition has been met.

	Comment	Response	Staff Response
14	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.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans.</i>	This condition has been met.
15	All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards or as approved by the City Engineer. Maintenance of illumination along all local roads shall be the responsibility of the homeowners association or jointly shared by the owners of the development.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans. A note has been included on the final plat assigning the maintenance responsibilities to the homeowners association.</i>	This condition has been met.
16	All new utility installation serving the subdivision within plat or along frontage shall be underground.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans.</i>	This condition has been met.
17	All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to final plat recording.	<i>This condition will be met by action taken by the developer.</i>	This condition has been met.

	Comment	Response	Staff Response
18	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.	<i>This development is currently within the Illahee Homeowners Association, an amendment to the current CC&Rs has been recorded to include the lots within this plat with the existing homeowners association.</i>	This condition has been met.
19	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>This has been noted on the final plat.</i>	This condition has been met.
20	Street trees shall be provided per City of Sammamish Interim PWS.15.520.	<i>This condition shall be met by the completion and installation of the trees as shown on the approved landscape plans.</i>	This condition has been met.
21	The applicant or subsequent owner(s) shall comply with traffic impact fees in accordance to the City of Sammamish Ordinance No. 2006-208.	<i>All required fees will be paid prior to final plat approval.</i>	This condition has been met.
22	The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.	<i>Water and sewer plans have been prepared and approved by the appropriate agencies. Final approvals will be obtained following the</i>	This condition has been met.

	Comment	Response	Staff Response
23	The Fire Marshall shall certify the adequacy of the fire turn-around and location of fire hydrant(s) to meet current codes prior to Clear and Grade Permit issuance.	<i>This condition has been met through the preparation, review and approval of the construction plans.</i>	This condition has been met.
24	Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by the city Public Works Department. A written request must be submitted to the City Public Works Department when signing is needed and the applicant will be billed upon completion. Street designation signs shall display street name or number.	<i>This condition shall be accomplished by the completion of construction of the site improvements, as shown on the approved engineering plans, and action taken by the developer and the City of Sammamish.</i>	This condition has been met.
25	Preliminary plat approval shall be null and void per SMC 19.40.040, 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;	<i>This condition will be met by the recording of the final plat on or before September 7, 2012.</i>	This condition has been met.
26	All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;	<i>This condition has been met. The decision has become effective, all applicable permits have been issued and construction is currently underway.</i>	This condition has been met.

	Comment	Response	Staff Response
27	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;	<i>This condition will be met by action taken by City of Sammamish.</i>	This condition has been met.
28	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;	<i>This condition will be met at the time of building permit application.</i>	This condition has been met.
29	The plat configuration shall be developed in substantial conformance with the Sit Plan by Core Design, received by the city on April 6, 2007 subject to applicable conditions of approval specified by the hearings examiner;	<i>The final plat configuration conforms to the referenced site plan.</i>	This condition has been met.
30	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	<i>This has been noted on the final plat.</i>	This condition has been met.
31	Public Works and Community Development approval of required permits and/or the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to the initiation of any onsite construction.	<i>The required approvals and permit have been obtained and construction is currently in progress.</i>	This condition has been met.
	<u>Conditions to appear on the face of the plat:</u>		

	Comment	Response	Staff Response
32	No direct vehicular access to the site will be allowed from 235th Avenue NE. Access to the plat shall be from the cul-de-sac road and NE 10th Place. Language shall be placed on the final plat indicating this condition.	<i>This has been noted on the final plat.</i>	This condition has been met.
33	The following note shall be shown on the final recorded plat: "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>The required note has been shown on the final plat.</i>	This condition has been met.
34	It shall be noted on the face of the final plat, "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."	<i>The required note has been shown on the final plat.</i>	This condition has been met.
35	It shall be noted on the face of the final plat storm water mitigation, and any other applicable fees shall be paid (on a per lot basis) at the applicable rate in effect at that time.	<i>The required note has been shown on the final plat.</i>	This condition has been met.

	Comment	Response	Staff Response
36	It shall be noted on the face of the final plat in accordance with SMC 14A.20 that park and recreational facilities shall be paid (on a per lot basis) at the time the complete application for a building permit is submitted, or at the issuance of permit, using the Impact Fee rates in effect at that time;	<i>The required note has been shown on the final plat.</i>	This condition has been met.
37	The applicant comply with the payment of Lake Washington School District impact fee for half the 16 lots plus an administrative fee due prior to final plat recording.	<i>The required note has been shown on the final plat.</i>	This condition has been met.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2009-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF ILLAHEE TRACT M SUBDIVISION**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Illahee, Tract M, AKA Llama Landing, Tract M; 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 plat of Illahee, Tract M subdivision;

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

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

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision September 7, 2007 for the preliminary plat of Illahee, Tract M.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of Illahee, Tract M.

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

CITY OF SAMMAMISH

Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:



CITY COUNCIL AGENDA BILL

Subject:

Resolution: Amending the Master Fee Schedule to include updated Review Fees and Park Bench Fee.

Meeting Date: June 16, 2009

Date Submitted: June 11, 2009

Originating Department: Finance

Clearances:**Action Required:**

Council Review and adoption of resolution

City Manager

Police

Public Works

Attorney

Building/Planning

Exhibits:

1. Resolution Amending Master Fee Schedule
2. Proposed changes to the Master Fee Schedule

Budgeted Amount: Fees form the basis of revenue projections included in the 2009-2010 budget

Summary Statement:

The City Council has already approved a resolution setting the Master Fee Schedule for 2009. It is now necessary to amend the Master Fee Schedule to include revised land use and inspection review fees and a \$2,500 park bench fee. All other fees listed in the master fee schedule remain the same.

Background:

The City of Sammamish's current process for land use and inspection review is being updated. As a result of this update, certain changes to the Master Fee Schedule are necessary. This is primarily a compliance update, and it should be noted that this change has been structured to be revenue neutral, resulting in only a change to the timing of when fees are collected from applicants for the land use and inspection review process. At this time the fire service review section of the fee table is also being eliminated as this section is redundant since the city does not have its own fire department and fire review services are already being provided for through the City's interlocal agreement with

Eastside Fire & Rescue. The \$2500 park bench fee is necessary to pay for the cost of providing this program to the community.

Financial Impact: As mentioned previously, the proposed changes are revenue neutral.

Recommended Motion:

Approve the resolution amending the Master Fee Schedule to include the changes as set forth in Exhibit A.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
AMENDING RESOLUTION R2008-314 THE CITY'S MASTER FEE
SCHEDULE**

WHEREAS, Sammamish Ordinance No. O99-46 established the City's Master Fee Schedule; and

WHEREAS, Sammamish Ordinance No. O2002-114 repealed Ordinance No. 099-46 and adopted a new Master Fee Schedule, which may be amended or replaced by means of a resolution; and

WHEREAS, the City Council finds that the Master Fee Schedule should be amended to incorporate new and updated fees;

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

Section 1. Master Fee Schedule Amended. The City of Sammamish Master Fee Schedule is hereby amended to read as set forth in Exhibit A attached hereto and incorporated by reference. Resolution R2008-314 is hereby repealed.

Section 2 Effective Date This Resolution shall take effect July 1, 2009.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF JUNE 2009.

CITY OF SAMMAMISH

Mayor Don Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 16, 2009
Passed by the City Council:
Resolution No.: R2009-

EXHIBIT A



FEE SCHEDULE

6/15/09

FEE NAME/DESCRIPTION OF SERVICE	CURRENT FEE	PROPOSED CHANGES
FIRE		
Fire Code Fees - Services provided by ESFR	ESFR	
Fire code permits -fire permits, inspections & review fees are determined by ESFR	ESFR	
Administrative processing fee	\$112.50	
Fireworks	\$104.00	\$112.50 consistent w/ hr rate
Fire system applications (not included in building plans)		
a) Fire alarm systems		
one to four zones-	\$150.00	
each additional zone-	\$28.00	
each addressable panel	\$533.50	
plus for each device	\$2.00	
b) Sprinkler systems		
Tenant improvements-		
less than 10 heads-	\$88.00	
11 or more heads-	\$130.00	
New Improvements-		
Commercial-		
each riser-	\$286.00 + \$122.00/inspection	
plus each head or plug-	Plan check - \$2.80 Inspection - \$1.77	
Residential-		
each riser	Plan check - \$229.00	
	Inspection - \$131.00	
plus each head or plug-	Plan check - \$1.88	
	Inspection - \$2.08	
Inspection of water main extension or replacement	Inspection - \$112.50	
Inspection of water main extension	Inspection - \$112.50	
c) Fire extinguishing system	\$300.00	
Plus for each nozzle-	\$18.75	
d) Stand pipe Installation-		
Class I and II	\$300.00	
Class III-	\$826.00	
e) Fire Pump installation-	\$297.00	
f) Power generators	\$99.00	
g) Flammable and combustible liquids storage tanks-		
Underground, 1st tank	\$150.00	
Plus each additional tank	\$80.00	
h) Hazardous materials storage tanks		
Less than 500 gallons each	\$202.00	
500 1,199 gallons each-	\$410.00	

EXHIBIT A

1,200 gallons or more	\$611.00	
i) Liquefied petroleum tanks-		
Less than 500 gallons-	\$150.00	
500 - 9,999 gallons	\$300.00	
10,000 gallons or more-	\$591.00	
j) Gaseous oxygen systems-		
Less than 6,000 cubic feet-	\$92.00	
6,000 - 11,999 cubic feet-	\$166.00	
12,000 cubic feet or more-	\$300.00	
k) Nitrous systems-	\$159.00	
Plus each outlet-	\$12.50	
l) Medical gas systems-		
Gaseous system-	\$319.00	
plus each outlet	\$12.50	
Liquefied system-	\$686.00	
plus each outlet	\$12.50	
m) Hazardous material recycling systems		
110 gallons or less per day capacity	\$202.00	
More than 110 gallons per day capacity	\$611.00	
n) Vapor recovery systems (per tank)-		
Phase I tank truck and tank	\$163.00	
Phase II vehicle fueled and tank	\$203.00	
o) Cryogenic tanks (each)	\$163.00	
p) Flammable liquids devices		
Spray booths updraft (each)	\$163.00	
Dip tank (each)	\$147.00	
Spray booths downdraft (each)	\$272.00	
Flow coaters (each)	\$309.00	
Mixing / handling room	\$403.00	
q) Fiberglas work systems-		
Spray of chopper booth	\$272.00	
Lay up areas	\$318.00	
r) Organic peroxide storage facility-	\$318.00	
s) Compressed natural gas systems (each)	\$309.00	
t) Liquefied natural gas systems-	\$590.00	
u) High piles storage racks	\$309.00	
v) Smoke removal systems-	\$318.00	
w) High rise emergency evacuation systems	\$318.00	
x) Commercial candle holding devices	\$202.00	
y) Computer rooms	\$318.00	
-aa) Floor or layout plans required by the fire code for public assembly, special sales, outdoor storage of flammable liquids in drums or indoor storage of combustibles	\$318.00	
-bb) Fire clearances when requested of the fire marshal including, but not limited to the following:		
-state funding of school projects	\$202.00	
-state of federal school, hospital, nursing home, rehabilitative facilities, or custodial facilities accreditation	\$202.00	

EXHIBIT A

state licensing of mini-day care, day care, foster home, boarding home	\$202.00	
state liquor license	\$202.00	
state gambling license	\$202.00	
special out of occupancy license	\$202.00	
cc) Approval of carpet samples or decorative materials	\$202.00	
dd) Special inspections for occupancy determinations or change of use requirements	\$202.00	
ee) Requested preliminary inspections	\$202.00	
ff) Each retest or reinspection of a fire protection or hazardous materials system prior to acceptance of the system, issuance of a permit or issuance of a certificate of occupancy (the first test or inspection will be made without charge)	\$410.00	
gg) Witnessing test of used underground flammable liquids storage tanks before installation	\$194.00	
hh) Investigating and processing leaking underground storage tanks or hazardous materials spills and the subsequent containment and recovery of lost product	\$202.00	
ii) Underground piping to flammable or combustible liquid storage tanks	\$194.00	
jj) Not used		
kk) Installation, removal or abandonment, or any combination thereof, of flammable or combustible liquid storage tanks:	Per E.F.&R.	
first tank (commercial)	\$202.00	
each additional tank (commercial)	\$104.00	
contractors permit for removal or abandonment of residential underground fuel tanks (annual)	\$79.00	
ll) Witnessing tests of underground flammable or combustible liquid storage tanks for tank tightness	\$202.00	
mm) Conducting fire flow tests or analysis	\$721.00	
nn) Fuel tanks for oil burning equipment		
commercial	\$150.00	
residential	\$73.00	
oo) sprinkler system supply mains (public main to sprinkler riser) (each)	\$202.00	
pp) Emergency or standby power systems	\$202.00	
qq) Plan review of construction fire safety plans	\$202.00	
rr) Confidence testing of fire protection systems	\$202.00	
ss) High rise fire system review	\$202.00	
tt) Fire protection plan review:		

EXHIBIT A

Calculation of required fire flow or review of fire apparatus access roads for the following:		
commercial buildings	\$239.00	
single family residential buildings	\$99.00	
short subdivisions residential	\$112.50	
short subdivisions commercial	\$112.50	
other development applications (including lot line adjustments)	\$187.00	
Review of either water main extension or replacement or both	\$226.00	
Review of hazardous material management plan	\$422.00	
International Fire Code Review		
Fire flow and fire access review		
commercial buildings (except large)	\$235.00	
commercial revisions / multifamily	\$258.00	
large commercial (>10,000)	\$422.00	
single family residential	\$140.00	
short subdivisions	\$112.50	
subdivisions	\$164.00	
boundary line adjustments	\$61.00	
other applications	\$56.00	
IMPACT FEES		
Park Impact Fees	Per SMC 14A.20	
	Single Family	\$2,605.82 per unit
	Multi Family	\$1,505.35 per unit
	Mobile Home	\$1,370.82 per unit
Road Impact Fees	Per SMC 14A.15.110	\$14,853.96
School Impact Fees/Lake Washington School District	Per SMC 24.15.020	
	Single Family	\$6,492 per unit
	Multi Family	\$887 per unit
School Impact Fees/Issaquah School District	Per SMC 24.15.020	
	Single Family	\$5,495 per unit
	Multi Family	\$806 per unit
PARKS & RECREATION		
Park Bench Fee		\$2,500.00
PLANNING		
Comprehensive Plan/Zoning Amendment Policy Planning Amendments (+ EIS if applicable)	\$1687.50 + \$112.50/hour after first 15-hours	title change
Conditional Use Permits Compliance	\$112.50/hour	
Consultant Services	Actual Cost	
Critical Areas		

EXHIBIT A

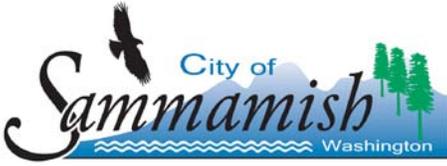
Single Family Review	\$337.50	Was titled "Basic Review"
Complex Review Residential (after 5 hours, \$112.50/hour)	\$562.50	now included in review fees
Complex Review Nonresidential (after 7 hours, \$112.50/hour)	\$787.50	
Reasonable Use Exception (RUE)	\$1,125.00 + \$112.50/hour	\$3,938.00
Inspection Monitoring	\$112.50/hour	
Current Use Assessment (Public Benefit Rating System) Review		\$787.50
Farm and agricultural land classification	\$140.00	
Open space and timber less than 20 acres	\$187.00	
Open space and timber greater than 20 acres	\$375.00	
Environmental Checklist Review (SEPA)	\$563 + \$112.50/hour	
Exceptions and Zoning Variances & Public Agency/Utility Exceptions (deposit)	\$1687.50 + 112.50/hour	
Deposit	Equal to estimated cost (to be determined by the city engineer)	
Legal Notice-Publication and Mailing		
Type 2	\$250.00	
Type 3 & 4	\$500.00	
Legal Notice - Posting	Actual Cost	
Partial Development-Pre-issuance Construction Authorization		
- Inspection Base Fee	\$833.50 + \$112.50/hour	
- Plus Hourly Rate	\$112.50	
Preapplication and Counter Service Intake Fees		
Type 1 (+ \$112.50/hour > 1 hour)-	\$112.50	
Type 2 (+ \$112.50/hour > 2 hours)-	\$225.00	
Type 3 (+ \$112.50/hour > 3 hours)-	\$337.50	
Type 4 and Final Plats (+ \$108/hour > 4 hours)-	\$450.00	
Pre-application hourly rate	\$112.50	
Post Development Monitoring/Inspections	\$112.50/hour	fee captured under inspections
Review-	\$258.00 + \$112.50/hour	
Shoreline Substantial Development	\$2812.50 + \$112.50/hour	
Shoreline Conditional Use Review	\$2812.50 + \$112.50/hour	
Shoreline Variance	\$2812.50 + \$112.50/hour	
Separate Lot Recognitions, Subdivisions Exemptions and Legal Lot Status	\$112.50/hour	\$337.50
Recorded building envelope modifications	\$562.50	
Site Specific Zone Reclassifications (Re-zone)		
- Application Fee	\$1,406.50 + \$112.50/hour	
Subdivision/Preliminary Plat Revision		
- Base Review Fee	\$4,725.00	
Subdivision/Preliminary Plat		
		see below now show fee based on project size
- Base Fee	\$4,725.00	
- Plus Hourly Rate	\$112.50/hour	
Review Fee Per Lot Fee		
5-10 Lots	\$225.00 Per Lot	\$9,225.00

EXHIBIT A

11-20 Lots	\$169.00 Per Lot	\$10,355.00
21-50 Lots	\$112.50 Per Lot	\$12,600.00
51 + Lots	\$56.25 Per Lot	\$12,600.00
Short Subdivision		
Review Fee	\$2,812.50	\$5,062.50
Plus Hourly Rate (after 25 hours)	\$112.50	
Final Plat/Final Short Plat review	\$1,125.00	
Plus Hourly Rate	\$112.50	
Zoning Application Review		
Application fee	\$1687.50 + \$112.50/hour	
Binding Site Plan	\$1687.50 + \$112.50/hour	
Commercial Site Development	\$1687.50 + \$112.50/hour	
Variance	\$1687.50 + \$112.50/hour	
Conditional Use Permit	\$1687.50 + \$112.50/hour	
Temporary Use Permit	\$1,125.00	previously not shown separately
Affidavit of Minor Correction	\$112.50	previously not shown separately
Plat Alteration or Revision	\$4,725 + \$112.50/hour	previously not shown separately
Minor Plat Alteration	\$2,812.50 + \$112.50/hour	previously not shown separately
Bond review fee	\$1,125 + \$112.50/hour	previously not shown separately
Bond review fee- requiring monitoring	\$2,812.50 + \$112.50/hour	previously not shown separately
Re-submittal Fee (applicable after 2 review cycles)	50% of development review fee	previously billed on hourly basis
Clearing and Grade Permit		
Volume of Earth	Fee Amount	
100-Cubic yards or less	\$112.50 + \$112.50/hour	SMC change no longer applicable
101 to 1,000 Cubic yards	\$225.00 + \$112.50/hour	
1,001 to 10,000 Cubic yards	\$337.50 + \$112.50/hour	
10,001 to 100,000 Cubic yards	\$450.00 + \$112.50/hour	
100,001 or more Cubic yards	\$562.50 + \$112.50/hour	
Clearing and Grade review	\$112.50 + \$112.50/hour	
Reinspection Fee-Excess inspection caused by contractor	\$112.50/hour (minimum 1 hour)	
Tree Removal: 3 or less	No charge	REFERENCE-no change
Tree removal	\$56.00 (OTC permit)	(OTC permit) added for clarity
Tree removal - requiring additional review	\$112.50	added for clarity
Site Development Permit		previously not shown separately -typically plat, commercial clear & grade permit
Short Subdivision		
Preliminary Review Fee	\$562.50	
Subdivisions		

EXHIBIT A

Preliminary Review Fee		
5-10 lots	\$675.00	
11-20 lots	\$843.75	
21-50 lots	\$1,125.00	
51+ lots	\$1,125.00	
PUBLIC WORKS		
Right of way permits	\$337.50 + \$112.50/hour	\$450.00
Street Vacation Review Fee	\$337.50 + \$112.50/hour	\$450.00
Engineering Review Fees		previously billed on hourly basis
Prelim Short Plat	\$2,250.00	
Final Short Plat	\$1,125.00	
Prelim SUB (5-10 lots)	\$4,500.00	
Prelim SUB (11-20 lots)	\$5,625.00	
Prelim SUB (21 -50 lots)	\$6,750.00	
Prelim SUB (51+ lots)	\$7,875.00	
Final SUB (5-10 lots)	\$1,125.00	
Final SUB (11-20 lots)	\$1,125.00	
Final SUB (21-50 lots)	\$1,125.00	
Final SUB (51+ lots)	\$1,125.00	
Reasonable Use Exception	\$1,125.00	
Boundary Line Adjustment	\$56.25	
Plat Alteration	\$1,125.00	
Shoreline Substantial Dev	\$1,125.00	
Affidavits of Minor Correction	\$56.25	
Commercial Site Dev	\$4,500.00	
Site Development Permit (plat clear/grade)		
Review Fee - (due @ submittal)		
Short Subdivision	\$4,500.00	
Subdivisions		
5-10 lots	\$6,750.00	
11-20 lots	\$7,875.00	
21-50 lots	\$9,000.00	
51+ lots	\$10,125.00	
Inspections (due @issuance)		
Short Subdivision	\$9,000.00	
Subdivisions		
5-10 lots	\$28,125.00	
11-20 lots	\$33,750.00	
21-50 lots	\$39,375.00	
51+ lots	\$45,000.00	



CITY COUNCIL AGENDA BILL

Subject: An amendment to the Interlocal Agreement to join the consortium for negotiation of Cable TV Franchising

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Administrative Services

Clearances:

Action Required: Approve Amendment to the Interlocal Agreement

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Amendment to the Interlocal Agreement to join the consortium for negotiation of Cable TV Franchising

Budgeted Amount: \$20,000

Summary Statement:

This is an Amendment to the Interlocal Agreement for Sammamish to join a consortium of Cities and Snohomish County to jointly negotiate a Cable TV Franchise Agreement with Comcast Cable Systems.

Background:

A consortium of Cities and Snohomish County was recently formed to jointly negotiate a Cable TV Franchise Agreement with Comcast. The members of the consortium invited Sammamish to join them.

On May 19, 2009 the Sammamish City Council approved the Interlocal Agreement to join the consortium. All other parties to the Interlocal Agreement have approved an Amendment allowing Sammamish to join the consortium. As a house keeping measure, the Sammamish City Council needs to approve the Amendment as well.

Financial Impact:

\$18,122.01

Recommended Motion:

Move to approve the Amendment to the Interlocal Agreement to join the consortium for negotiation of Cable TV Franchising.

AMENDMENT TO INTERLOCAL AGREEMENT

FOR

CONSORTIUM FOR NEGOTIATION OF CABLE TELEVISION FRANCHISING

This Amendment to the Interlocal Agreement for a Consortium for Negotiation of Cable Television Franchising (the “Agreement”) is made and entered into by and between the undersigned Parties pursuant to the provisions of the Interlocal Cooperation Act of 1967, RCW Chapter 39.34.

WHEREAS, Snohomish County and some cities of South Snohomish and King County (collectively the “Parties”) are in the process of negotiating competitive cable franchises with Comcast of California/Colorado/Texas/Washington, Inc. and its affiliates (all hereinafter collectively “Comcast”); and

WHEREAS, the Parties entered into the Agreement as of October 14, 2008 to establish a Cable Franchise Consortium (the “Consortium”) to coordinate efforts to a) to ensure that the public receives the maximum rights and benefits from their respective franchise agreements; b) to better coordinate their negotiations with Comcast; (c) to share the costs of negotiations including hiring a national consultant and attorneys to assure the citizens of each jurisdiction that their franchise is competitive, both locally and nationally; and (d) to create a common template and negotiation strategy through the assistance of a national consultant and attorneys to maximize leverage during the negotiations; and

WHEREAS, the City of Sammamish has requested to join the Consortium in pursuit of its collective goals; and

WHEREAS, the Parties desire to include the City of Sammamish in the Consortium.

NOW, THEREFORE, in consideration of the mutual benefits derived:

The Agreement is amended to provide as follows:

1. Section 3 of the Agreement is hereby amended and replaced with the following:

Organization. The Consortium may consist of Snohomish County and the cities of Bothell, Carnation, Edmonds, Kenmore, Lake Forest Park, Mercer Island, Sammamish, Shoreline, Woodinville and the Town of Woodway, upon their authorization. The City of Woodinville shall serve as the contracting entity with the Consultant. In addition, other entities authorized to participate in interlocal agreements by statute may join during the term of this Agreement, pursuant to Section 3.3.

2. Section 3.1.1 of the Agreement is hereby amended and replaced with the following:

3.1.1 The population of all Parties is based on the April 2008 Washington State Office of Financial Management Annual Population Estimate and is described in Exhibit A, attached hereto and incorporated herein by this reference.

3. Section 3.3 of the Agreement is hereby amended and replaced with the following:

3.3 Additional cities may join the Consortium upon satisfaction of the following requirements:

3.3.1 Approval of entry of the city applying (“Applicant City”) by consensus of the current Parties to the Consortium;

3.3.2 Request to join the Consortium is received no later than August 1, 2009;

3.3.3 The Applicant City may join by paying a fee equal to the amount of its pro-rata share of the total cost incurred and billed through its date of entry. The pro-rata share of the Applicant City shall be determined in accordance with Section 3.1. Additionally, the Applicant City shall reimburse the consultant and OMW an amount not to exceed \$500 for the consultant and \$500 for OMW for costs expended in evaluating the Applicant City’s suitability in the Consortium; and

3.3.4 Following admittance into the Consortium, the Applicant City will pay its pro-rata share of costs incurred and billed after its date of entry consistent with all other Parties to this Agreement pursuant to Section 3.1.

4. Section 6 of the Agreement is hereby amended and replaced with the following:

Monetary Cap on Consulting Services. The cost of the joint Consulting services under this Agreement shall not exceed a total of \$165,000 (this amount does not include any monies paid to OMW or Snohomish County). This monetary cap on fees associated with Consulting services includes all Consulting fees and related expenses. This monetary cap on fees associated with Consulting services does not include additional Consulting services requested by an individual Party as described in Section 4.

5. Section 7 of the Agreement is hereby amended and replaced with the following:

Monetary Cap on OMW Services. OMW will facilitate, organize, report and communicate with the Consortium, Consultant, Comcast, and any other interested party on behalf of the Consortium. Additionally, OMW will provide the services of an assistant negotiator on behalf of the Consortium. The assistant negotiator will attend all meetings. Services to the Consortium will be provided by Elana Zana at a billing rate of \$180 per hour. The cost of OMW services attributed to the Consortium under this Agreement shall not exceed a total of \$33,000. This monetary cap on fees associated with OMW services includes all legal and administrative services and costs.

6. Exhibit A of the Agreement is hereby replaced with Exhibit A-1 attached to this Amendment.

- 7. This Amendment is a waiver of any conflicts of interest between the Parties and the City of Sammamish and constitutes informed consent to the representation of the City of Sammamish by Ogden Murphy Wallace required pursuant to the Rules of Professional Conduct, Rule 1.7.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

SNOHOMISH COUNTY:

_____ Date: _____
 By: _____
 Its _____

CITY OF BOTHELL:

_____ Date: _____
 By: _____
 Its _____

CITY OF CARNATION:

_____ Date: _____
 By: _____
 Its _____

CITY OF EDMONDS:

_____ Date: _____
 By: _____
 Its _____

CITY OF KENMORE:

_____ Date: _____
 By: _____
 Its _____

CITY OF LAKE FOREST PARK:

By: _____
Its _____

Date: _____

CITY OF MERCER ISLAND:

By: _____
Its _____

Date: _____

CITY OF SAMMAMISH:

By: _____
Its _____

Date: _____

CITY OF SHORELINE:

By: _____
Its _____

Date: _____

CITY OF WOODINVILLE:

By: _____
Its _____

Date: _____

TOWN OF WOODWAY:

By: _____
Its _____

Date: _____

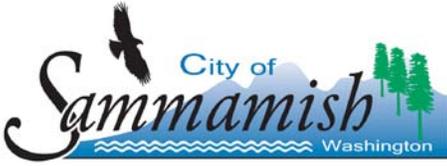
EXHIBIT A-1**APRIL 2008 POPULATION ESTIMATES &
BREAK DOWN OF THE ESTIMATED PRO RATA SHARE**

Population information from the Washington State Office of Financial Management and Puget Sound Regional Council (PSRC) census tract population estimates.

The data provided below is for informational purposes only.

County/City	Population (2008) OFM	Percentage of Total Consortium Population	Consultant Costs \$165,000	OMW Costs \$33,000	Snohomish County Lead Negotiator \$10,000	Total
Snohomish County	228,488	49.09%	\$ 81,002.70	\$ 16,200.54	\$ 4,909.25	\$ 102,112.50
City of Shoreline	53,440	11.48%	\$ 18,945.35	\$ 3,789.07	\$ 1,148.20	\$ 23,882.62
City of Edmonds	40,760	8.76%	\$ 14,450.08	\$ 2,890.02	\$ 875.76	\$ 18,215.86
City of Sammamish	40,550	8.71%	\$ 14,375.63	\$ 2,875.13	\$ 871.25	\$ 18,122.01
City of Bothell	32,860	7.06%	\$ 11,649.40	\$ 2,329.88	\$ 706.02	\$ 14,685.31
City of Mercer Island	22,650	4.87%	\$ 8,029.79	\$ 1,605.96	\$ 486.65	\$ 10,122.40
City of Kenmore	20,220	4.34%	\$ 7,168.32	\$ 1,433.66	\$ 434.44	\$ 9,036.42
City of Lake Forest Park	12,810	2.75%	\$ 4,541.35	\$ 908.27	\$ 275.23	\$ 5,724.86
City of Woodinville	10,560	2.27%	\$ 3,743.69	\$ 748.74	\$ 226.89	\$ 4,719.32
City of Carnation	1,905	0.41%	\$ 675.35	\$ 135.07	\$ 40.93	\$ 851.35
Town of Woodway	1,180	0.25%	\$ 418.33	\$ 83.67	\$ 25.35	\$ 527.35
Total	465,423	100.00%	\$ 165,000.00	\$ 33,000.00	\$ 10,000.00	\$ 208,000.00

Snohomish County population is based on the projected number of Comcast customers located in unincorporated Snohomish County.



CITY COUNCIL AGENDA BILL

Subject:
Bid Award – Emergency AM Radio

Meeting Date: June 16, 2009

Date Submitted: May 21, 2009

Originating Department: City Manager

Clearances:

Action Required:
Motion to award contract to the lowest responsible bidder – Custom Electric & Controls, Fife, WA.

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:

1. Bid Summary Memo
2. Contract

Budgeted Amount: The cost of this contract and the requested \$12,000 contingency are budgeted in the General Fund – Facilities and General Fund - Capital Construction; total of \$141,367.69

Summary Statement: Using the Small Public works bidding process, the City received three bids as noted on the attached Bid Summary Memo.

Background/Justification: This project will complete the acquisition of radios, antennas and ancillary equipment to fully equip City Hall and two remote site transmission sites (NE Sammamish Park and Beaver Lake Park) with AM radios for broadcast of emergency and other City related information. This system is similar to those in Snoqualmie, Issaquah and Redmond.

Financial Impact: 141,367.69 total; \$129,367.69 (includes WSST) for contract with a \$12,000 contingency.

Recommended Motion: Move to award the Emergency AM Radio Project contract to Custom Electric & Controls of Fife, WA in the amount of \$129,367.69 plus a City management contingency of \$12,000 (just under 10%).



Memorandum

Date: 21 MAY 09

To: Ben Yazici, City Manager

From: Pete Butkus

Re: Bid Summary Memo - Emergency AM Radio - Custom Electric

We used the Small Works Roster bid process for this project. Four firms were invited to bid; three elected to submit bids. Those bids were received by the due day/time and opened by the City Clerk and myself. A summary of the Bids is below:

Firm Name	Bid Amount (includes WSST)
Custom Electric & Controls, Fife	\$129,367.69
Day Wireless, SeaTac	\$141,967.47
Valley, Everett	\$145,621.00

The low bid is by Custom Electric and Controls of Fife, WA. Their bid appears to be in order. Custom has been sent a completed contract and is aware that the planned City Council action to formally award the bid is scheduled for 02 JUN 09.

History

This project was originally determined to be an appropriate "sole source" contract so as to have interchangeable equipment and cross-training with Snoqualmie, Issaquah and Redmond all of whom use the same equipment (ISS) for their AM radio systems.

We originally contracted with the designated sole source firm ISS of Michigan. It took several months (missing the desired October 2008 completion) to work with the State of WA on prevailing wages and contractor licensing issues. Finally, after numerous discussions the ISS representative and I elected to terminate the contract without prejudice and re-bid the work.

The difference between the original ISS contract of \$103,809.90 (including WSST) and this proposed contract of \$129,367.69 reflects the cost to be a WA-licensed firm, the payment of WA B & O taxes, the cost to prepare documentation to the WA Department of Labor & Industries showing prevailing wages were paid and the incremental sales taxes. It should also be noted that since the original contract with ISS the sales tax has increased from 9% to 9.5% in the Sammamish locations that the radio work is taking place.

I will note further that ISS determined that their wages were at or above the prevailing wage for electrical work in WA. Wages to be paid to ISS workers were not an issue in this matter.

Contingency

Finally, the request for the award of the contract includes a city management contingency of just under 10% of the project cost in the requested amount of \$12,000. While I have no indication of any issues – especially since all three sites are already prepared - it is prudent to have this contingency in the requested authorization.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: Custom Electric & Controls
 Project: Alert AM Emergency Advisory Radio system
 Terminating: 90 working days after contract execution.
 Amount: \$129,367.69 (included WSST)

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and CUSTOM ELECTRIC & CONTROLS (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Alert AM Emergency Advisory Radio system; and

WHEREAS, pursuant to the invitation of the City, extended through the ECity Gov Shared Procurement Portal Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract and the incorporated project Quote (bid) "Standard Terms & Conditions of Sale."

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$129,367.69.

The Contractor shall complete and return to the City Exhibit "C", Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within ten (10) days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within twenty (20) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be ninety (90) working days. If the work is not completed within the time specified, the Contractor agrees to have damages from the Contractor delay deducted from payment due the Contractor. Liquidated damages shall be assessed according to WSDOT Standard Specifications, 1-08.9.

5. Warranties/Guaranty.

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

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

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

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

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

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

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

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

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

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

10. **Applicable Law; Venue**. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of

Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

11. Termination. This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

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

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

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

14. Waiver. Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

15. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

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

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

18. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

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

TO CITY:

TO CONTRACTOR:

City of Sammamish

Contractor: Custom Electric & Controls

Contact Name: Pete Butkus

Contact Name: Gerald Foley

801 228th Avenue SE

Address: 4630 16th St E Ste B24

Sammamish, WA 98075

Fife, WA 98424

Phone: (425) 295-0552

Phone: (233) 922-5874

pbutkus@ci.sammamish.wa.us

Contact email: geraldfoley@customec.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: Tom Sig

Title: City Manager

Title: PRESIDENT

Date: _____

Date: 06/03/09

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Quote Letter

Bid Date: May 20, 2009 **Bid Time:** 3:00 PM

To: City of Sammamish

Contact: Mr. Pete Butkus

Re: Alert AM Emergency Advisory Radio System

Quote Number: 09-137

“Alert AM Emergency Advisory Radio System”

Custom Electric & Controls, Inc. (CEC) is pleased to present this Quote for the following work:

Site Installation Details for the City of Sammamish “Alert AM Emergency Radio System Multi Station Grouping”

This documentation is based from on site surveys and assumes that all “Site Preparation” has been completed by the City of Sammamish. The “Site Preparation” Scope of Work includes underground conduit to all locations is provided, concrete service cabinet pads are in place, antenna auger holes have been completed and ready for antenna installation. All connection of services (AC power and telephone), well be supplied from existing on site service gear as needed.

Master Audio Site @ City Hall -

Scope of Work Clarifications for Master Audio Site @ City Hall:

- Deliver POTS Analog Telephone Line and Power to Electronics Cabinet location
- City of Sammamish will provide UPS for Electronics Cabinet.
- CEC will provide and install coaxial cable from the Electronics Cabinet to the rooftop where Wireless Audio Link transmit antenna will be located.
- CEC will provide Labor as needed for the mounting of antennas to existing rack system (antenna farm location).

Custom Electric and Controls with supervision of Wayne Cook (an ISS Representative) will perform

the following tasks:

- Install the Wireless Audio Link electronics in the ISS provided cabinet
- Install the Wireless Audio Link antenna
- Tune and test the equipment

Site 1: AM Transmitter Site – NE Sammamish Park

Scope of Work Clarifications for Site 1:

- CEC will provide and install all necessary wire for Power to Radio Cabinet with 20A 120VAC Service.
- CEC will provide labor as needed for installation of Antennas.
- CEC will provide an Auger hole 10' Deep x 6" Diameter immediately at the base of the AM pole for installation of the special high efficiency ground rod (2" dia pipe) with Bentonite backfill. Install rod/pipe provided in hole and backfill with Bentonite provided.
- **City of Sammamish has provided;** Cement Slab for Cabinet with Power and 1" Conduit (for coax) from center of slab to poles.
- **City of Sammamish has provided;** Auger Pole Hole 6' Deep x 10" Diameter within 10' of Cabinet with conduit to center of cabinet cement slab. This pole will be for the Wireless Audio link receive antenna.
- **City of Sammamish has provided;** Auger a 2nd pole hole (for the AM antenna) 6' Deep x 10" Diameter no closer than 40' of Cabinet with conduit to center of cabinet cement slab. This pole is for the AM transmitting antenna. For optimal performance, the AM antenna requires separation from objects the same height or taller.

Custom Electric and Controls with supervision of Wayne Cook (an ISS Representative) will perform the following tasks:

- Install the Alert AM electronics
- Install the Wireless Audio Link antenna
- Install the Alert AM antenna
- Tune and test the equipment

Site 2: Transmitter Site – Beaver Lake Park

Scope of Work Clarifications for Site 2:

- CEC will provide and install all necessary wire for Power to Radio Cabinet with 20A 120VAC Service.
- CEC will provide labor as needed for installation of Antennas.
- CEC will provide an Auger hole 10' Deep x 6" Diameter immediately at the base of the AM pole for installation of the special high efficiency ground rod (2" dia pipe) with Bentonite backfill. Install rod/pipe provided in hole and backfill with Bentonite provided.
- **City of Sammamish has provided;** Cement Slab for Cabinet with Power and 1" Conduit (for coax) from center of slab to poles.
- **City of Sammamish has provided;** Auger Pole Hole 6' Deep x 10" Diameter within 10' of Cabinet with conduit to center of cabinet cement slab. This pole will be for the Wireless Audio link receive antenna.
- **City of Sammamish has provided;** Auger a 2nd pole hole (for the AM antenna) 6' Deep x 10" Diameter no closer than 40' of Cabinet with conduit to center of cabinet cement slab. This pole is for the AM transmitting antenna. For optimal performance, the AM antenna requires separation from objects the same height or taller.

**Custom Electric and Controls with supervision of Wayne Cook (an ISS Representative) will perform
The following tasks:**

- Install the Alert AM electronics
- Install the Wireless Audio Link antenna
- Install the Alert AM antenna
- Tune and test the equipment

An ISS Factory Representative will perform the following tasks:

- Final electronics testing and level adjustments
- Field intensity measurements
- Training for Alert AM operators

Quote Total:

\$129,367.68

(Price Includes Sales Tax)

Exclusions:

A). Final repair and reseeding of grass area around antenna locations and trenching areas. CEC will backfill as needed.

The following are Clarifications:

A). All additional work requested above and beyond CE&C proposal will be presented as a "Change Order"

B). All work specified above would be performed during regular business hours.

C). This proposal is subject to and incorporates by reference the attached terms and conditions*

D). This proposal shall remain in effect for 60 days, after which time it is subject to our review.

E). We appreciate this opportunity to be of service to you.

F). All questions concerning specifications or pricing please contact Mike Morrison or Gerald Foley.

G). All Radio Materials are to be provided by ISS.

Sincerely,

Michael D. Morrison

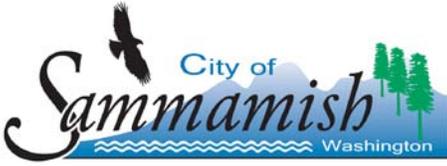
General Manager

Custom Electric & Controls

4630 16th Street East Suite B-24

Fife, WA 98424

MichaelM@CustomEC.com



CITY COUNCIL AGENDA BILL

Subject:

244th Avenue improvements: NE 8th Street to SE 8th Street – Construction Engineering Support Services

Meeting Date: June 16, 2009

Date Submitted: June 8, 2009

Originating Department: Public Works

Clearances:**Action Required:**

Authorize the City Manager to execute a contract with H.W. Lochner, Inc. for Construction Support services for the 244th Avenue improvements project.

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Exhibits:

1. Contract

Budgeted Amount: \$15,522,000 in the adjusted 2009-2010 project budget. The approved budget is broken down as follows:

Fund	Original 2009 Budget	Approved Carryforward	Total Approved Budget
Transportation Improvement Fund	\$14,535,000	\$422,000	\$14,957,000
Surface Water Captial Fund	\$564,000	\$1,000	\$565,000

Summary Statement:

This contract provides \$129,185 in construction engineering support services by H.W. Lochner, Inc. for the 244th Avenue Improvement project, including response to requests for information (RFI's), submittal review and possible design changes. These services will be used on an as-needed basis, and will primarily be used to address requests for information (RFI's) and requests for change (RFC's) regarding the bridge structure that are best addressed by the structural designer. Most project construction management services will be provided by KBA, Inc. under an existing, separate contract.

Background:

In January 2005, Public Works entered into a contract with H.W. Lochner, Inc. for design services on the 244th Avenue Improvements Project. The original design contract was amended several times to accommodate new services including: bridge design, additional environmental, archaeological, geotechnical and permitting support, enhanced right-of-way acquisition services, roundabout redesign and citizen appeal defense. The final contract was authorized at \$1,819,664 and all work has been completed.

This new contract will provide for a discreet amount of on-call engineering support services during construction. Typical services include responding RFI'S, responding to RFC'S, attending critical on-site meetings, and performing punch list, final and warranty inspections. These services will relate specifically to the bridge structure, but some provision has been made for illumination and landscape issues as well, should the designer's services be required. Use of these on-call services will be cleared on a case-by-case basis by the project engineer when it be determined that the designer's expertise would be valuable.

Construction engineering support services were not included in the original contract with H.W. Lochner, Inc. It has been the City's practice to establish a contract for support services from the design firm, as a compliment to a broad set of construction management and inspection services by an independent firm.

Financial Impact:

The cost of this work is included in the adopted budget for this project and was an anticipated expense for this project. The construction work will occur in 2009 and 2010. Work to be performed will be on an as-needed basis.

The City has also received a Transportation Improvement Board (TIB) grant which will reimburse 19.4% of the estimated construction costs, including construction engineering services such as this contract. The total TIB reimbursement is currently estimated at \$2,274,000. A significant budget savings is expected as a result of the favorable construction award amount and the TIB reimbursement grant, and is detailed below:

Project Costs		Budget	Reserve
Construction Contract	\$ 9,307,471		
Wetland Mitigation/Monitoring	\$ 75,000		
Wetland Bank Purchase	\$ 170,000		
Utility Relocation (PSE)	\$ 50,000		
Right of Way Purchase	\$ 200,000		
Misc. Contract (survey, permitting, etc.)	\$ 100,000		
Construction Support (H.W. Lochner)	\$ 129,185		
Construction Engineering (KBA)	\$ 1,275,000		
TOTAL COSTS:	\$11,306,656	\$15,522,000	\$4,215,345
TIB Grant Reimbursement:			\$2,274,000
TOTAL ESTIMATED SAVINGS:			\$6,489,345
Construction Contingency:	\$ 1,000,000	\$ 1,000,000	

Recommended Motion:

Authorize the City Manager to execute a construction engineering support contract with H.W. Lochner, Inc. for the 244th Avenue project in an amount not to exceed \$129,185.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: H.W. Lochner, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " _D_ "

A sum not to exceed \$129,185

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, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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 H.W. Lochner, Inc
Contact Name Gerry Willhelm
Street Address 400 – 108th Avenue NE, Suite 401
City, State Zip Bellevue, WA 98004
Phone Number 425.454.3160
Email gwillhelm@hwlochner.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: 

Title: Public Works Director

Title: Vice President

Date: _____

Date: 06.11.09

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Construction Support Services
City of Sammamish – 244th Avenue Improvements
SE 8th Street to NE8th Street

EXHIBIT A**CONSTRUCTION SUPPORT SERVICES**

The purpose of this scope of services is to provide Construction support services for the 244th Avenue Improvement Project to the City of Sammamish consisting of the following tasks: attendance at Preconstruction meetings; attendance at project meetings, landscaping design revisions and support, geotechnical support, traffic control support, acceptance assistance for bridge railing aesthetic features, and as requested by the Resident Engineer (Engineer); review of Working Drawings and submittals; consultation during construction; design modifications; claims support; and preparation of as-constructed drawings.

TASK 1: Project Administration**1.1 – Team Management**

The Consultant shall be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include ensuring that the work is completed on time and within the Agreement budget.

Deliverables:

- Subconsultant Agreements

1.2 – Monthly Status/Progress Reports and Invoices

The Consultant shall provide a monthly status report attached to each project invoice as basis for payment. This report shall include, at a minimum, the number of letters, RFI's, RFC's dealt with during the invoice period.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices (15 assumed)

1.3 – Project Coordination/Progress Meetings

The Consultant shall maintain liaison and coordination with the City's Project Manager and maintain regular coordination with City staff for this project.

Deliverables:

- Meeting Minutes/Notes
- Summaries of items discussed will be included in the monthly status reports.

1.4 – Coordination with the City and Resident Engineer

The Consultant will maintain liaison and coordination with the City's project manager and Resident Engineer. The Consultant will provide on-call Engineering support services and utility coordination to the Resident Engineer as needed, not to exceed 80 hours of professional services.

TASK 2: Design Support

Construction Support Services
City of Sammamish – 244th Avenue Improvements
SE 8th Street to NE8th Street

2.1 – Landscaping Design Support

The Landscaping Consultant will prepare revised of landscaping planting plans resulting for the design revisions of the intersections of 244th Avenue at E. Main Street and at NE 8th Street and revisions to the illumination pole locations.

Deliverables:

- Change orders for landscaping revisions

TASK 3: Construction Support

3.1 – Pre-Construction Conference

Consultant will attend one preconstruction conference with the selected Construction Contractor to discuss the project critical elements of work. Attendees from Consultant will include Project Manager, Civil Lead and Structural Lead.

Assumes Sammamish will plan, schedule, lead, and document this meeting. The Consultant will attend the meeting to answer Construction Contractor questions.

3.2 – Project Meetings

Upon request by the Engineer, the Consultant will attend up to sixteen (10) on-site meetings with up to four (4) hours per meeting to coordinate with the Engineer, contractor operations, and/or review contractor work product. No construction documentation will be prepared by the Consultant, other than a site visit report, which documents discussions and observations from the visit if requested by the Engineer. If a site visit report is requested by the Engineer, the request must be made by the Engineer 3 working days before the Consultant's site visit.

Deliverables:

- Site visit report

3.3 – Respond to Requests for Information during Construction

Upon request of the Engineer during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries and Requests for Information (RFI's).

The Engineer shall notify the Consultant prior to incorporating any field changes or constructing any changes to the Contract Plans & Specifications.

Construction Support Services
City of Sammamish – 244th Avenue Improvements
SE 8th Street to NE8th Street

The level of effort for this task is based on a construction estimate of approx. \$14M, along with a construction schedule of 15 months and assumes a maximum of 30 RFI's.

Deliverable:

- Written documentation to the Engineer of responses to inquiries (RFI's) within 10 business days upon receipt of inquiry from the Engineer. If this timeframe is not achievable, the Consultant shall notify the Engineer as soon as possible to determine an appropriate timeframe.

3.4 – Respond to Requests for Change during Construction and Change Order Plan and Specification Preparation

Upon request of the Engineer during construction, Consultant shall:

- Respond to Requests for Change (RFC's). Assume a maximum of 20 RFC's.
- Prepare Change Order Plans and Specifications.

Consultant shall submit stamped detailed engineering design revisions as necessitated by conditions encountered during construction.

The Engineer shall notify the Consultant prior to incorporating any field changes or constructing any changes to the Contract Plans & Specifications.

The level of effort for this task is based on a construction estimate of approx. \$14M, along with a construction schedule of 15 months.

Deliverable:

- Written documentation to the Engineer of responses to RFC's within 10 business days upon receipt of RFC from the Engineer. If this timeframe is not achievable, the Consultant shall notify the Engineer as soon as possible to determine an appropriate timeframe.
- Stamped detailed design revisions for appropriate changes to Project design, submitted to city of Sammamish within 2 business days of completion of stamped detailed revision by Engineer

3.5 – Review of Working Drawings and other Submittals

At the request of the Engineer, the Consultant will review shop plan submittals and work plans for various construction activities within 15 working days upon receipt from the Engineer. All submittals shall be received from and returned to the Engineer. No direct correspondence or submittals shall occur between the Consultant and the Construction Contractor.

This scope assumes review of no more than 25 documents and includes the following submittals:

- Manufacturer's written instructions for pigmented sealer
- Manufacturer's written instructions for resin bonded anchor installation

**Construction Support Services
City of Sammamish – 244th Avenue Improvements
SE 8th Street to NE8th Street**

- Manufacturer's certificate of compliance for threaded anchor rod (resin bonded anchor)
- Bridge BP railing installation
- CSL testing
- Drilled shaft installation plan
- Spill Prevention, Control and Countermeasures (SPCC) Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Intended method of attachment and type for lighting pole identification
- Signal system as-constructed plans

The Engineer shall notify the Consultant prior to incorporating any field changes or constructing any changes to the Contract.

Review does not include review of Contractor access or safety. Also, does not include review of concrete mix design and asphalt mix design. Also assumes the city of Sammamish will provide a Resident Engineer, a Construction Manager, and all field construction observation, testing, and inspection. Field observation/verification by the Consultant is not included except as identified in section 3.7.

The level of effort for this task is based on a construction estimate of approx. \$14M, along with a construction schedule of 15 months.

Deliverables:

- Conduct review and prepare (15) five mark-up/comment copies of the shop drawing. Drawings will be stamped, signed and dated by Consultant and marked as either "Approved Without Change", "Approved With Comments", or "Rejected and Resubmit". Submit within 15 working days upon receipt from the Engineer.
- Include construction contract number on all shop drawings.
- Review of any other submittals as indicated in this section.

3.6 – Traffic Operations

Traffic engineering services will be provided by the City.

3.7 – Geotechnical Support

Geotechnical construction phase services will be provided under a separate contract with the city

3.8 – Landscaping Construction Support

The consultant will provide landscaping support services during construction to include;

- Submittal reviews for plant material, soil, amendments, and mulch

Construction Support Services
City of Sammamish – 244th Avenue Improvements
SE 8th Street to NE8th Street

- Respond to (2) RFIs
- Site visits:
 - - Construction observation - plant material, layout, and planting
 - - Punch list walkthrough
 - - Final walkthrough
 - - Project closeout and acceptance
 - - Warranty inspection
- Preparation of as-builts

3.9 – Wetland Mitigation implementation Support

Wetland Mitigation construction phase services will be provided under a separate contract with the city.

3.10 – Project Close Out - Prepare As-Constructed Drawings

Upon receiving redlined drawings from the Engineer, the Consultant shall incorporate Contractor's As-Constructed mark-ups for the structural and civil portions of the project into electronic files for the Project. Consultant shall re-issue 11" x 17" paper drawings depicting the Contractor's mark-ups to the Engineer.

Consultant assumes Engineer will be making field modification mark-ups on the drawings and combine all field mark-ups onto one set of drawings.

Deliverables:

- Final As-Constructed plans to city of Sammamish within 60 calendar days of receipt of Engineer's markups.
- 11" x 17" paper drawings
- Electronic files of As-Constructed plans.

3.11 – Project Close Out - Submit Final Project Records

Consultant shall organize other project records as requested by the engineer and submit to the city of Sammamish within 30 calendar days of notification by Engineer.

Deliverables:

- Project Documentation.

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	

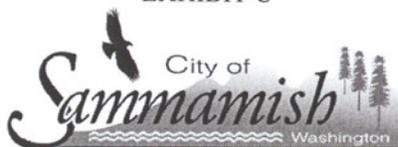
Authorization to Consultant: \$
Account Number:
Date:

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.: 36-2338811

Social Security No.: _____

Print Name: Kate Kolm

Title: Administrative Assistant

Business Name: H.W. Lochner, Inc.

Business Address: 400 108th Ave NE, Suite 401, Bellevue, WA 98004

Business Phone: 425.454.3160

01/11/09
Date

Kate Kolm
Authorized Signature (Required)

EXHIBIT D
244th Avenue Improvements: NE 8th Street to SE 8th Street

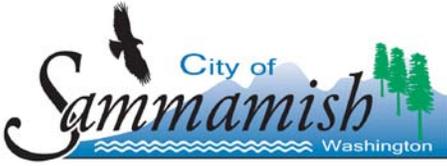
SUMMARY OF PROJECT COSTS
H. W. LOCHNER, INC.

Construction Support Services

Classification	Direct Salary Cost	Total Hours	Direct Salary	Total Costs
Project Principal	\$ 81.73	0	\$ -	
Sr. Project Manager	\$ 53.85	264	\$ 14,216	
Sr. Project Manager (QA/QC)	\$ 57.74	0	\$ -	
SR. Environmental Manager		0	\$ -	
Senior Project Engineer	\$ 56.04	100	\$ 5,604	
Senior Traffic Engineer	\$ 42.80	0	\$ -	
Senior Civil Engineer	\$ 44.48	50	\$ 2,224	
Structural Engineer	\$ 48.73	120	\$ 5,848	
Design Engineer II		0	\$ -	
Design Engineer I	\$ 26.47	0	\$ -	
CAD Technician (Technical Support)	\$ 29.00	40	\$ 1,160	
Administrative Assistant	\$ 18.00	88	\$ 1,584	
Salary Costs:		662		\$ 30,636
				\$ -
Adjusted Salaries				\$ 30,636
Overhead @ 166.82%:				\$ 51,107
Fixed Fee @ 11%:				\$ 8,992
Total HWL Labor Cost:				\$ 90,735
Direct Reimbursables:				
Travel:				\$ 880
Reproduction:				\$ 120
Communications				
Other Costs				
Reimbursables Subtotal:				\$ 1,000
Firm Total: H.W. Lochner, Inc.				\$ 91,735
Subconsultants:				
EnviroIssues, Inc.	\$ -			
GeoEngineers, Inc.				
Lane and Associates, Inc.	\$ -			
Appraisal Group of the Northwest, Inc.	\$ -			
Penhallegon Associates Consulting Engrs.	\$ -			
Osborne Pacific Group, Inc.	\$ 17,450			
Shannon and Wilson				
AMEC				
Subtotal for Subconsultants:				\$ 17,450
TOTAL LOCHNER TEAM AMOUNT				\$ 109,185
Management Reserve Fund				\$ 20,000
TOTAL PROJECT BUDGET				\$ 129,185

Construction Support Services
244TH AVENUE IMPROVEMENTS: NE 8TH STREET TO SE 8TH STREET
LOCHNERS' DIRECT EXPENSES

Travel						
	Trips	One way Distance	Total Miles	Unit Cost	Total Cost	
Travel to Project Site	30	25	1,500	\$ 0.585	\$ 878	
					\$ 878	Say \$ 880
Reproduction						
	copies	pages	total pages	Unit Cost		
11x17 black/white	4	150	600	\$ 0.20	\$ 120.00	
					\$ 120	Say \$ 120
Field Equipment/Laboratory Testing						
Misc. field equipment				\$ 20.00	\$ -	
Laboratory testing				\$ 35.00	\$ -	
					\$ -	Say \$ -
Misc. expenses						
Photos				\$ 15.00	\$ -	
CADD				\$ 15.00	\$ -	
					\$ -	Say \$ -
Subcontractors						
Drilling					\$ -	
Private Utility Locate					\$ -	
					\$ -	Say \$ -
TOTAL - DIRECT EXPENSES						\$ 1,000



CITY COUNCIL AGENDA BILL

Subject:
Transportation Concurrency Management and
On-Call Transportation Modeling

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Public Works

Clearances:

Action Required:
Authorize the City Manager to execute a Contract
Agreement with David Evans and Associates to
provide Professional Services.

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input type="checkbox"/> Attorney

Exhibits:

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

Budgeted Amount: \$ 40,000 in Concurrency Management System,
\$ 40,000 in Level of Service,
\$ 60,000 in Mitigation Payment System out of the adopted 2009 and 2010
Transportation Capital Improvement Fund, and
Various project and professional services budgets for on-call services as necessary.

Summary Statement:

This professional services contract is necessary to complete the conversion to a new traffic model along with performing a model transition analysis and present the findings to the Planning Commission and City Council. Also included is the continued management of the traffic concurrency program. David Evans and Associates (DEA) maintains the City's traffic model and performs all concurrency testing associated with the concurrency approval process. The traffic model is also used as the basis for all transportation-related special studies and analyses.

Other work covered by this contract includes on-call transportation modeling for special studies to be used on various city needs including neighborhood studies, town center, etc. These on-call modeling services may also be used as part of the “Connectivity” process to project traffic volume impacts that would result from removal of various barricades in the city and/or connection of various stub streets in the city’s street network.

Background:

This contract follows two previous concurrency management contracts with DEA. The first was approved in November 2003. A second contract was approved by Council in April 2007. DEA has performed the work under these contracts to a high level of satisfaction. City staff are continuing to utilize DEA to provide the traffic modeling work as they are the only firm that has the detailed knowledge and experience with Sammamish’s traffic model and its unique characteristics.

The major elements of work included in this contract are as follows:

- Traffic Model Transition Analysis - This work is needed to complete the transition of the traffic model from T-Model to VISUM, with detailed analysis of the accuracy of the new model in the base year, and analysis of differences in forecast volumes between the models in future years, with attention to the effect, of any, on the City's concurrency status. A significant portion of this task includes work to prepare presentations of the results to the Planning Commission, City Council and public, in order to assure understanding and confidence in the new model. This transition to a new traffic model is necessary because the city’s previous model, dos based T-model, is no longer being supported or updated.
- Impact Fee Update Support - This task provides necessary data support to the City for updating the impact fee schedule following the adoption of the Town Center Subarea Plan. Participation in the City's impact fee update process and public decision process are included to support the final decision of the Council.
- Concurrency Testing - This task provides for performing concurrency tests associated with development applications. The budget for this task includes the anticipated number of concurrency tests for the 2009 and 2010 budget period.
- On-Call Transportation Modeling - This amount provides for on-call transportation modeling for anticipated analysis work including the town center and other special studies. Under the previous contract with DEA, this method has provided the City with a quick response to analysis needs on demand.

Financial Impact:

The portion of the contract allocated to the traffic model transition analysis, impact fee update support, and concurrency testing work (\$94,510) is included in the adopted budget and is a planned expense. The cost of the concurrency testing is reimbursed by fees paid by development applicants. The on-call portion of the contract (\$100,000) will be funded by the associated specific city project and fund for which the work is being performed.

Recommended Motion:

Move to authorize the City Manager to execute a contract with David Evans & Associates, Inc. for an amount not to exceed \$194,510 for Professional Services in association with traffic model transition analysis, transportation concurrency management, and on-call transportation modeling.

**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 "___"

A sum not to exceed \$194,510

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, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Mike Birdsall
David Evans and Associates
415-118th Avenue SE
Bellevue, WA 98005
Phone number: (425) 586-9788
e-mail: Mibi@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:  _____

Title: City Manager

Title: Sr. Associate Sr. Vice President

Date: _____

Date: 6/10/09 June 10, 2009

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

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: David Evans and Associates Inc.

Mailing Address: 415- 118th Avenue SE
 Bellevue, WA 98005

Telephone: 425-586-9788

Email Address: Mibi@deainc.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: Concurrency Management No. 3 & On-call transportation modeling

 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

City of Sammamish

EXHIBIT A

Scope of Services

Concurrency Management Program and On-Call Transportation Services

This scope of services is a new agreement to continue operation of the Concurrency Management Program and to provide other transportation services when needed. It includes tasks to conduct concurrency evaluations of new developments in Sammamish, to maintain and improve the City's concurrency system, to provide for orderly and well-documented conversion of the city's traffic forecasting model to new software, and to provide other transportation technical services at the City's request.

Task 1.0 Project Management

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The task budget assumes a small amount of activity each month, to provide for consultant's project administration; preparation of monthly invoices and progress reports; city-consultant coordination and meetings, and quality control/quality assurance.

To minimize costs and expedite work, information exchanges and mutual agreements between the parties and authorizations issued by the City will be executed as much as possible by electronic means. E-mail and facsimile transmittals shall be as valid as paper originals, when substantiated by printed copies.

Task 2.0 Traffic Model Transition Analysis

This task provides for a comparison of the concurrency results with the new VISUM traffic modeling software, versus the old TMODEL software. Conversion to VISUM has been successfully completed for a base year of 2006, updated from the previous 2001 base year. Numerical results using VISUM are similar but not identical to the TMODEL results for 2006. A careful comparison of net differences for the City's concurrency forecast (approximately 2014) is desired, for an orderly conversion to the VISUM software for all future city travel forecasting.

2.1 Develop and Compare Concurrency Forecasts

The Consultant will:

- a. Update the 2006 VISUM base model to include the same road network and land use assumptions as in the most recent TMODEL concurrency test case.
- b. Develop post-processing volume adjustments to correct for base-year calibration adjustments, with and without the 244th Avenue Extension.
- c. Adapt concurrency management workbooks as needed to import traffic data from VISUM, and then prepare a concurrency report based on VISUM forecast volumes.
- d. Compare the VISUM and TMODEL versions of concurrency results.
- e. Evaluate differences if any and review with City staff.
- f. Identify and implement modifications to VISUM if deemed necessary, within the budget limitations of this task

- g. Prepare graphic exhibits and task documentation for future reference.

2.2 Develop and Compare Long-Range Traffic Forecasts

- a. Update the VISUM concurrency model to include the same long range (2030) road network and land use assumptions as in the TMODEL 2030 model that was used for analysis of the Town Center Subarea transportation impacts.
- b. Adjust post-processing factors as appropriate to account for additional road segments in the long range network.
- c. Run the 2030 VISUM model with post-processing.
- d. Compare forecast volumes to the TMODEL long range model volumes.
- e. Evaluate differences if any and review with City staff.
- f. Repeat the analysis for up to three alternative cases if requested by the City.
- g. Prepare graphic exhibits and task documentation for future reference.

2.3 Demonstrate New Traffic Model Features

The Consultant will:

- a. Select key features of the new model using VISUM software for demonstration.
- b. Prepare suitable report graphics
- c. Prepare suitable live demonstrations
- d. Review presentations with City staff and update as appropriate
- e. Prepare task documentation

2.4 Public Presentations

The Consultant will:

- a. Develop presentations from prior tasks
- b. Attend preparation meetings with City staff
- c. Conduct three presentations to City Council and Planning Commission

Task 3.0 Impact Fee Update Support

The Consultant will provide the City with the necessary support for updating the road impact fee schedule following the adoption of the Town Center Subarea Plan.

3.1 Develop 2006 Base Model Data

- a. Provide the link volumes, capacities, and trip table summaries from the City's new VISUM 2006 base model.
- b. Identify internal and external through trips on Sammamish roads.
- c. Provide task documentation.

3.2 Develop 2030 Future Model Data

- a. Provide the link volumes, capacities, and trip table summaries from the City's new VISUM 2030 long range forecast model.
- b. Identify internal and external through trips on Sammamish roads.
- c. Provide task documentation.

3.3 Participate in Update Process

- a. Attend meetings with City staff regarding impact fee updates
- b. Provide supplemental traffic analysis as requested
- c. No formal task documentation is anticipated

3.4 Participate in Public Decision Process

- a. Prepare for and attend Council and Planning Commission meetings
- b. Prepare graphic presentation materials
- c. No further task documentation is anticipated

3.5 Follow-up Work

- a. Perform additional analysis as City requests

Task 4.0 Concurrency Assessments and Testing

For each new development in Sammamish requiring a concurrency report, the following set of tasks will be performed, and a report returned to the City indicating whether the development passes or fails the City's concurrency standard. In the case of a failure, the report will also indicate the cause of the failure and indicate one or more possible actions that would remove the failure, if simple and direct actions are feasible.

Unless otherwise arranged in advance, the Consultant will be paid a Fixed Fee of \$1,200 for each completed Concurrency Report. The budget provides for eight (8) tests.

This task will be conducted using TMODEL2 software as at present, until the VISUM traffic model is accepted by the City for concurrency purposes.

4.1 Coordinate development information

- a. Whenever the City requests a concurrency report on a new or revised development application, it will provide a description of the development to the Consultant consisting of the size of development, location of the property, and frontage and/or access provisions of the proposed site plan.
- b. Consultant shall promptly notify the City if the provided information is inadequate.
- c. The Consultant shall be entitled to receive only the normal Fixed Fee stated above, unless otherwise negotiated in advance. Consultant shall promptly notify the City if the requested analysis requires additional efforts and a non-standard fee. In such cases, the Consultant shall not proceed with the concurrency review until the non-standard fee has been agreed to by the City in writing.

4.2 Traffic Model Update with New Development

- a. The Consultant shall add the proposed development to the cumulative set of existing, pipeline, and other previously added developments in the City's development review data base.
- b. Consultant shall update the traffic model's input files accordingly, run the model, and save the output traffic forecast for input to the Concurrency Management workbook.

4.3 Concurrency Files Update with New Development

- a. The Consultant will add the proposed development's traffic impacts to the previous case of cumulative existing, pipeline, and other previous developments in the City's development review data base.

- b. The Consultant will update the intersection level of service analysis at all intersections in the City's monitoring system, and update the link volume/capacity analysis for all links in the city's monitoring system.
- a. The Consultant shall save computer files generated by development review to update the cumulative forecast.

4.4 Concurrency Report for New Development

- a. The Consultant will provide the City with a concurrency report stating whether the development passes or fails the City's concurrency test within ten days of receipt of all necessary information.
- b. The report shall include the tables and figures necessary to document the impacts of the proposed new development, and to demonstrate whether the development passes or fails the City's concurrency test.
- c. In the case of a failure, the Consultant will identify, based on the analysis, one or more simple and direct actions that would have an effect sufficient to allow the development to pass. This information is optional and need not be provided if a simple and direct answer is not apparent.

Task 5.0 Special Studies at City Request

This task provides for consultant services that may be requested by the City, to address various traffic and land development related questions that arise from time to time. No charges are to this task are initially authorized. When the City desires services to be performed by Consultant, the City's project manager will discuss the issue at hand with the Consultant, and request a scope and budget proposal. Consultant shall respond with a written description of the work to be performed, the time of completion, products to be delivered, and the cost to complete the task. City's project manager will notify Consultant when the proposal is accepted, and work may commence. After receipt of this notice, Consultant may commence work and charge to the task up to the approved budget limit.

City of Sammamish
EXHIBIT D
Budget Breakdown
 Concurrency Management #3 and On-call Transportation Services

Firm: David Evans & Associates	Estimated Hours by Position				DEA Task Hours	DEA Task Hourly Dollars
	QA/QC Manager \$201.00	Senior Transportation Planner \$176.00	Traffic Modeler \$124.00	Clerical, Graphics \$93.00		
TASK						
TASK 1 - PROJECT MANAGEMENT	23	15	0	38	76	\$10,797
1.1 - Monthly invoices and progress reports		9		18	27	\$ 3,258
1.2 - Communications, Coordination, Agreements		4		4	8	\$ 1,076
1.3 - Project Setup and Closeout		2		8	10	\$ 1,096
1.4 - QA/QC - All Tasks	23			8	31	\$ 5,367
TASK 2 - TRAFFIC MODEL TRANSITION ANALYSIS	0	85	238	43	366	\$48,471
2.1 - Compare Base Models		8	32	8	48	\$ 6,120
2.2 - Develop New Model Concurrency System & Compare		16	64	7	87	\$ 11,403
2.3 - Develop Long Range Model & Compare		19	76	7	102	\$ 13,419
2.4 - Demonstrate Model Features		14	42	11	67	\$ 8,695
2.5 - Council Presentations		28	24	10	62	\$ 8,834
TASK 3 - IMPACT FEE UPDATE SUPPORT	0	77	84	18	179	\$25,642
3.1 - 2006 Model Data		3	12	1	16	\$ 2,109
3.2 - 2030 Future Model Data		3	12	1	16	\$ 2,109
3.3 - Participate In Update Process		20	20		40	\$ 6,000
3.4 - Participate In Public Decision Process		32	16	8	56	\$ 8,360
3.5 - Follow-up Work		19	24	8	51	\$ 7,064
TASK 4 - ON-CALL CONCURRENCY TESTS	0	0	0	0	Fixed Fee	\$9,600
TASK 5 - ON-CALL TRANSPORTATION STUDIES	0	0	0	0	0	\$100,000
TOTAL HOURS	23	177	322	99	621	
TOTAL HOURLY SALARY DOLLARS	\$4,623.00	\$31,152.00	\$39,928.00	\$9,207.00		\$194,510



CITY COUNCIL AGENDA BILL

Subject:

Consultant contract for Geotechnical analysis work for the city's New Sammamish Maintenance and Operations Center (M.O.C.). Geotechnical analysis is in conjunction with design of the facility's stormwater infiltration system.

Action Required:

Authorize the City Manager to execute a contract with Kleinfelder for Geo technical analysis work for the stormwater infiltration system design for the city's new M.O.C.

Exhibits:

1. Consultants Agreement for Services.

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Public Works

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Budgeted Amount: A total of \$5,293,400.00 is included in the City's adopted 2009-2010 budget (with carryforwards from unexpended 2008 budget) for completion of the city's new M.O.C. This budgeted amount will cover the maximum expected cost for this geotechnical analysis work of \$24,800.00

Summary Statement:

The Public Works Department desires to enter into a professional service contract with Kleinfelder for geotechnical work for the New Sammamish Operations and Maintenance Center.

This work will determine the extent to which the City is able to use infiltration as the method for handling stormwater runoff from the new M.O.C. site. The geotechnical analysis work consists of drilling soils sample holes and performing infiltration tests at the site to determine the soil's ability to infiltrate stormwater runoff and the best location for a stormwater infiltration system on the site.

Background:

The scope of work included in the contract provides infiltration evaluation services for the new City of Sammamish Maintenance and Operations Facility.

The proposed contract scope includes three different possible levels of geotechnical analysis at the new M.O.C. site. Staff will authorize each analysis level on an if needed basis. That is, if the lowest analysis level provides the soils, water level and infiltration capability information needed for design of the sites stormwater infiltration system, analysis levels 2 and 3 will not be authorized, etc. Analysis level 1 has a total of cost of \$13,900.00; level 2 a total cost of \$19,900.00 (an additional \$6,000 above analysis level 1) and level 3 a total cost of \$24,800 (an additional \$4,900 above analysis level 2).

Early indications are that certain portions of the M.O.C. site are suitable for stormwater infiltration. Results of this geotechnical analysis work will determine how much of the developed site's stormwater runoff will be able to be infiltrated and how much will need to be handled by other means.

Financial Impact:

The total amount for this work is not to exceed \$24,800. This amount is covered within the existing Council approved 2009-2010 total budget amount for the Maintenance and Operation Center project.

Recommended Motion:

Authorize the City Manager to execute a professional services contract in an amount not to exceed \$24,800 with Kleinfelder for geotechnical analysis work for the City of Sammamish's new Maintenance and Operations Center.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Kleinfelder West, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Kleinfelder West, 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]

On a time and material basis. According to the rates set forth in Exhibit "A"

A total sum not to exceed \$24,800.00

Other (describe): The consultant shall not proceed from one level of analysis to another without prior written task order authorization from the city.

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, 2010, 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. In the event this agreement is terminated prior to completion, yet the City proceeds with the construction of a facility designed by the Consultant, the City agrees to hold the Consultant harmless from any and all claims and damages arising out of the project following such termination.
- 4A **Instruments of Service.** The City acknowledges that all documents prepared for this project by the Consultant and the Consultant's Sub-Consultants are "Instruments of Service" for use solely with respect to this project.

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 arising out of or resulting from the sole 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.

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 or the Consultant 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 warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with 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.

13A. **Standard of Care.** The City acknowledges that the "standard of care" applied to the performance of professional design services shall be defined as "a duty to exercise the degree of skill ordinarily possessed by a design professional practicing in the same or similar locality and under similar circumstances on similar project types". The City acknowledges that the Consultant's services and related drawings, specifications and other documents may not be perfect, but that the Consultant and its sub consultants will attempt to provide such services within generally accepted industry standards.

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, unless withholding such information would violate the law or create the risk of significant harm to the public.

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 in a timely manner, and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. The Consultant shall be entitled to payment for all services rendered as part of the authorized scope of work, prior to the date of insufficient fund notification. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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 Kleinfelder West, Inc.
 Contact Name Marcus Byers
 Street Address 14710 NE 87th Street, Suite 100
 City, State, Zip Redmond, WA 98052
 Phone Number 425-636-7900
 Email mbyers@kleinfelder.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

By: Ben Yazici

Title: City Manager

CONSULTANT

By: 

Title: 

Date: _____

Date: 06-10-09

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Review Attached Kleinfelder West, Inc. Proposal dated June 1, 2009)

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

244th Avenue improvements: NE 8th Street to SE 8th Street – Overhead Utility Facility Relocation Agreement

Meeting Date: June 16, 2009

Date Submitted: June 11, 2009

Originating Department: Public Works

Clearances:**Action Required:**

Authorize the City Manager to execute a Facility Relocation Agreement with Puget Sound Energy, Inc. for the 244th Avenue improvements project.

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Exhibits:

1. Agreement

Budgeted Amount: \$15,522,000 in the adjusted 2009-2010 project budget. The approved budget is broken down as follows:

Fund	Original 2009 Budget	Approved Carryforward	Total Approved Budget
Transportation Improvement Fund	\$14,535,000	\$422,000	\$14,957,000
Surface Water Capital Fund	\$564,000	\$1,000	\$565,000

Summary Statement:

This agreement establishes the conditions under which the City will reimburse Puget Sound Energy, Inc. (PSE) for relocation of 5 power poles to accommodate the 244th Avenue Improvements project. The poles are located along the west side of 244th Avenue NE, south of NE 8th Street, within easements that predate the road right of way. Under the City's franchise agreement with PSE, relocation of these facilities at the City's request is subject to reimbursement to PSE by the City. All other pole relocations necessitated by this project will be paid for by PSE.

Background:

There are several overhead utility lines along the project from NE 8th Street south to the wetland. Road widening and improvements will include new curb, medians, gutter and sidewalks south of NE 8th Street, and will necessitate relocation of several existing power poles.

City Council awarded the construction contract to Ceccanti, Inc. on June 2, 2009 in the amount of \$9,307,471. Staff is scheduled to conduct a pre-construction meeting with Ceccanti, Inc. on June 18th, while construction is expected to begin in early July.

Financial Impact:

PSE's good faith estimate of the costs to perform the relocation work is \$35,100. PSE is obligated to inform the City if the actual costs are expected to exceed twenty percent of this estimate. Staff has planned for reimbursement of this work up to \$50,000, and the estimate by PSE fits comfortably within that figure. No adjustment in the adopted budget will be necessary. Staff recommends that the City Manager be authorized to approve reimbursement up to \$50,000, should the actual costs become higher than the estimate.

Recommended Motion:

Authorize the City Manager to execute a Facility Relocation Agreement with Puget Sound Energy, Inc. to reimburse PSE for their actual costs for overhead utility relocation work at PSE's estimated cost of \$35,100, but to a not to exceed amount of \$50,000.

FACILITY RELOCATION AGREEMENT

This Agreement, dated as of June 11, 2009, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation ("PSE"), and City of Sammamish, ("Government Entity"). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Government Entity plans to construct improvements to 244th Avenue from NE 8th Street to SE 8th Street ("Improvements").

C. In connection with the Improvements, the Government Entity has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the "WUTC").

D. The Government Entity has provided to PSE a written plan for the Improvements (the "Improvement Plan") which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

AGREEMENT

Section 1. Relocation Work

1.1 Relocation Work. The Relocation Work is described in Exhibit B attached to this Agreement.

1.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with the schedule provided in Exhibit B (the "Relocation Schedule") with

reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

1.3 Adjustments to the Relocation Work. PSE shall notify the Government Entity in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

1.4 Performance by Government Entity. In the event the Government Entity is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

1.5 Notice to Proceed with Construction Work. At least 10 days prior to the date specified in the Relocation Schedule for commencement of construction for the Relocation Work, the Government Entity shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

1.6 Future Relocation. In the event that that the facilities associated with the Relocation Work are requested to be relocated in the future by the Government Entity, PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the future relocation work.

Section 2. Operating Rights.

Unless otherwise provided for in Exhibit B, the Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 3. Permits.

The Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work and all rights of appeal with respect to the Permits shall have been exhausted. The Government Entity shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 4. Materials and Ownership

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 5. Relocation Costs

5.1 Estimate. PSE's good faith estimate of the costs to perform the Relocation Work is \$35,100. The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work.

5.2 Costs in Excess of Estimate. PSE shall use reasonable efforts to monitor its actual costs incurred during the performance of the Relocation Work, and in the event PSE determines that such costs are likely to exceed the Relocation Cost Estimate by more than twenty percent (20%), PSE shall so notify the Government Entity in writing. In such event PSE may, at its discretion, suspend performance the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Government Entity's written acceptance of PSE's revised Relocation Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Government Entity within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

5.3 Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

5.4 Statement of Costs - Invoice. Within sixty (60) days of the completion of the Relocation Work, PSE shall provide the Government Entity with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

5.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE, the following:

(a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

5.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

Section 6. Indemnification

6.1 Indemnification. The Government Entity releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

6.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 7. Disclaimers and Limitation of Liability

7.1 Disclaimer. PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

7.2 Limitation of Liability. In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

Section 8. Miscellaneous

8.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any

conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

8.2 Survival. Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

8.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

8.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

8.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

8.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

8.8 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Government Entity:

Puget Sound Energy, Inc.

City of Sammamish

By Rebecca Nicholas
Municipal Liaison Manager
Address: P.O. Box 90868
Bellevue WA 98009-0868
Attn: Mainstop EST-11W

By _____
Its _____
Address: _____

Attn: _____

EXHIBIT A
FACILITIES AND EXISTING OPERATING RIGHTS

Power poles located within easements number(s) 3681733, 3681731, and 3681732 as recorded in the county of King, state of Washington.

Easements attached

EXHIBIT B
RELOCATION WORK

Puget Sound Energy work order # 101046441 to provide relocation of 5 power poles westerly to clear road construction. The relocation(s) will be perform in conjunction with City of Sammamish project.

City of Sammamish is dedicating additional right of way and the new pole locations will be within the new dedicated right of way.

COUNCIL MINUTES

Regular Meeting June 2, 2009

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Jack Barry, Councilmembers Mark Cross, Lee Felling, Kathleen Huckabay, Michele Petitti and Nancy Whitten.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember led the pledge.

Public Comment

Michael Rutt, He spoke regarding the Candidate Forum policy. He feels that the Council Chamber is the right place to hold these forums. It is a public place paid for by the public.

Virginia Kuhn, 21822 NE 1st Street, Representing the Sammamish Historical Society, She feels the Freed House ties our community together. For this reason it should be restored and remain an important part of the city.

Helen Baxter, PO Box 702, Fall City, She gave some suggestions for what the Freed House could be used for if it were moved and remodeled. The ideas ranged from a museum to some private enterprise possibilities.

Bob Brady, Representing Sammamish Plateau Water & Sewer District, He explained that the District is going to develop a website to store video clips to help disseminate information, like native gardening, etc. He invited the city to join in this effort by sharing videos and information.

Approval of Agenda

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

Proclamations/Presentations

➤ Introduction: New Chief of Police Nathan Elledge

City Manager Ben Yazici introduced the City's new contract Police Chief, Nathan Elledge. He has been with the King County Police for 18 years. He has a varied background and will be an excellent Police Chief for the City.

Council recessed from 7:00 pm until 7:10 pm due to technical difficulties with the recording device.

Consent Calendar

- **Approval: Claims for period ending June 2, 2009 in the amount of \$1,037,425.19 for check No. 23620 through 23705**
- **Ordinance: Amending Ordinance No. O2001-79, Adopting A System For The Issuance, Use And Control Of Credit Cards By City Officials And Employees, For The Purpose Of Increasing The Maximum Credit Limit And Adding A Section Covering Payment Of Bills (O2009-260)**
- **Resolution: Appointing Members to the Sammamish Youth Board (R2009-370)**
- **Resolution: Final Acceptance Sammamish Commons Paving Project/Sutter Paving (R2009-371)**
- **Resolution: Approving the 2009 Work Plan and Budget for A Regional Coalition for Housing (ARCH) (R2009-372)**
- **Contract: Town Center Planning/RH2 Engineering**
- **Amendment: Right of Way Landscaping/Northwest Landscape**
- **Amendment: Lower Sammamish Commons/Site Workshop**
- **Amendment: Shoreline Master Plan/ESA Adolfson**
- **Amendment: Shoreline Master Plan/Van Nostrand**
- **Amendment: Shoreline Master Plan/Chaney**
- **Approval: Notes for May 12, 2009 Study Session**
- **Approval: Notes for May 18, 2009 Study Session**
- **Approval Minutes for May 19, 2009 Regular Meeting**

- **Memorandum of Understanding: Sahalee Overlay/PSE**

MOTION: Councilmember Fellingge approve consent calendar. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Public Hearing

Continued Public Hearing Accepting The 60% Annexation Petition For Rosemont At Timberline Subdivision

Community Development Director Kamuron Gurol gave the staff report and reviewed the steps that have been taken towards this annexation process.

Public Hearing reopened at 7:15 pm.

No public comment.

Public Hearing closed at 7:16 pm

MOTION: Councilmember Fellingge moved to adopt Ordinance O2009-261 accepting the Rosemont at Timberline Subdivision 60% petition to the City of Sammamish. Councilmember Petitti seconded. Motion carried unanimously

Approval: A portion of the June 2, 2009 Regular Meeting Minutes pertaining to the 60% Petition for Rosemont at Timberline Subdivision

MOTION: Councilmember Fellingge moved approval of this excerpt of the minutes. Councilmember Petitti seconded. Motion carried unanimously 7-0.

Continued Public Hearing Shoreline Master Plan Update

Mr. Gurol gave a short staff report. The public hearing will be reopened tonight, comment will be taken and the public hearing will be continued to September 1, 2009. Then Council will begin to review the proposed amendments to the draft plan and begin to give staff policy direction. From these decisions, the staff will develop the City Council proposed master plan, which will be presented to the public in September for additional public comment.

Public Hearing opened 7:20 pm.

Public Comment

Mike Collins, 2841 NE East Lake Sammamish Parkway NE, He turned in a list of sign in sheets from public meetings, petitions supporting the May 19 SHO (Sammamish Homeowners) draft master plan. He encouraged limited public comment to allow plenty of time for the Council to deliberate.

Dwight Martin 5101 East Lake Sammamish Parkway NE, He believes the SHO May 19 draft master plan is a better document than the plan proposed by the Planning Commission.

Kevin Garrison, 25308 SE 28th, Speaking on behalf of his wife's family members who own a lot on Beaver Lake.

Kathy Richardson, 2033 East lake Sammamish NE, She spoke in support of SHO draft plan.

Reid Brown 3139 E Lake Sammamish Shore Lane NE, He agreed with the previous speaker. Submitted written comments.

Peter Scontrino, 21832 SE 28th Street, He supports the May 19th SHO revision and requested the audience members who were also in support of it to raise their hands. He submitted written comments

David Douglas, Snohomish Washington, Waterfront construction representative, He is a technical expert in on the subject of docks. In his letter, he is presenting options that are allowed by WAC. He supports the length and size of docks offered under option B. Existing agency regulations will appropriately limit the size of docks - longer lengths should be allowed. He supports the allowance of multiple boat lifts and separate provisions allowing increased dock numbers for community beaches that will respect and honor the upland residential citizens. If lifts are restricted tightly, illegal ones are likely to be put in. He questioned the 200 foot spacing of docks in the Urban conservancy, claiming it could be bypassed by a variance. Handout given.

Brian Slettret, 19614 SE 29th Street, Representing Waverly Hills Community, they are all in support of the SHO May 19th draft with the exception of the regulations for community beaches. They submitted alternative language to the staff and asked council to approve them.

Pat Raney, 21908 SE 28th, Supports the SHO May 19th draft.

Boyer Halverson, 21928 SE 28th Street, He feels the SHO May 19th draft is a good place to begin updating the Shoreline Master Plan. He hopes residents, staff and council will present a unified group supporting the SMP,

Donald Burkholder, 1601 E Lake Sammamish Parkway NE, He was amazed at the amount of citizen work and input that has gone into this draft plan.

Jeff Jobe, 153 E. Lake Sammamish Parkway NE, Though he is supportive of the SHO draft plan he feels the SMP should be even less restrictive.

Tim Tishimovich, Representing FutureWise, He stated that these updates are important. In the early 1980's when they were first drafted we did not have the environmental understanding that we have today. It is important to acknowledge that docks and shoreline stabilization, including bulkheads, create serious predation and siltation problems for the lakes. Because past SMPs have not successfully met their stated goals, the state is requiring this project. His organization

has submitted suggestions for Council consideration that recognize environmental needs. Please provide a successful conclusion to this process.

Linda Eastlake, 2032 222nd Avenue SE, She concurred with the comments of Kathy Richardson, Boyer Halverson, and additional speakers.

Jack Rodgers, 22708 SE 22nd Place, He offered some key points for Council discussion: The SMA was published with guidelines that support a principal of no net-loss, in contrast to the principal of restoration in the Critical Areas Ordinance. Regulations should require that each permitted development will not cause a net loss. They should not attempt to address all the ecologic problems of the lake but just meet a standard of no net-loss per specific project. He expressed support for the SHO draft

Michael Pizzo, 3123 East Lake Sammamish Parkway NE, He feels the draft SMP will make it impossible for any modifications to be made to his parents house, nor would they be able to make use of the small front yard. He favors the SHO May 19 draft.

Dick Pizzo, 3123 E Lake Sammamish Parkway NE, He agreed with the previous speaker and support the May 19th SHO.

David Thielen, 18740 NE 55th, representing a north end HOA, he is supportive of the May 19th SHO and supports amendments for community beaches.

Dave Pear, 3126 199th Avenue SE, Representing Waverly Hills Community, The community has a community lake front park. He asked the council consider the amendments they are recommending for the SMP.

Reid Brockway, 167 E Lake Sammamish NE, He refuted testimony given by the Save Lake Sammamish Group at the May 12th Study Session.

Jim Creavy, 1103 E. Lake Sammamish Parkway NE, He encouraged Council to adopt the SHO May 19th Draft Plan.

Rory Crispin, 3023 E Lake Sammamish Parkway SE, He is concerned over possible unintended environmental consequences of vegetative litter on the shoreline. This debris will wash and erode into the lake polluting it with phosphorus. Internet research indicates that some mid-west cities recommend raking the lakefront to limit the introduction of organic material into the lakes prior to winter storms. Natural untouched environments are not necessarily as healthy as those where intervention occurs. The revised draft will allow owners to maintain their property. He supports moving forward using the SHO draft.

At 8:10 pm the public hearing was continued to September 1, 2009.

Mr. Gurol explained that there is a replacement for Page 2. Community Beaches and the determination of Ordinary High Water Mark and Boat ramps will be discussed on June 16. Staff will try to compile additional information on community beaches.

Referring to the table of options, Mr. Gurol noted that column A usually reflects the PC draft, column B mostly comes from the SHO suggestions, and Column C includes other options. If errors are noted please let us know.

Options Table Review

Council reviewed the Options Table and gave staff direction on regulations regarding buffers and building setbacks for Lake Sammamish, Pine Lake and Beaver Lake. They reviewed the requirements and gave direction regarding planting vegetation, existing vegetation, fencing and primary residences within the Shoreline Zone on all three lakes. Council requested additional information on community beaches and defining the Ordinary High Water Mark. The review of the Options Table will continue at the June 16, 2009 Council meeting.

Council recessed from 9:20 pm to 9:35 pm

City Manager Ben Yazici said that item 19 Bid Award Lower Sammamish Commons Project will be delayed to the September 16, 2009 meeting.

Unfinished Business

Resolution: Adopting a Policy for Political Forums

Communications Manager Tim Larson gave the staff report. There have been modifications to the policy based on direction from the Council at their last meeting.

MOTION: Deputy Mayor Barry moved to approve the resolution adopting the policy with the deletion from Section 1 “City Council” and deleting from section 4 “All City Council candidates must agree to airing of the forum prior to the recording”. Mayor Gerend seconded. Motion carried unanimously 7-0 (R2009-373).

New Business

Bid Award: 244th Avenue Improvement Project

Public Works Director John Cunningham gave the staff report. This project was bid at \$2.4 million below the Engineer’s estimate. Ceccanti Construction is the low bidder. Staff is recommending authorizing the City Manager to award the contract to Ceccanti Construction at their bid price.

MOTION: Councilmember Huckabay moved to authorize the city manager to award the bid to Ceccanti, Inc a contract in the amount of \$9,307,471 plus and 10% contingency of \$9,30,000. Councilmember Petitti seconded. Motion carried unanimously 7-0.

Council Reports

City Manager Report

Mr. Yazici explained that the City is partnering with neighboring cities to apply for some federal sustainability grant funds.

Meeting adjourned at 11:10 pm

Melonie Anderson, City Clerk

Donald L. Gerend, Mayor



STUDY SESSION NOTES

Joint Study Session with Parks & Recreation Commission June 9, 2009

Mayor Don Gerend opened the study session of the Sammamish City Council at 6:30 pm.

Public Comment

Topics

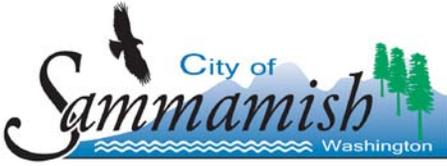
- **10th Birthday Party Update**
- **Beaver Lake Park Master Plan Preferred Alternatives**
- **Lower Sammamish Commons Project**
- **Connectivity**
- **Growth Targets**

Council Reports

City Manager Report

Close Study Session

10:30 pm



CITY COUNCIL AGENDA BILL

Subject:
Shoreline Master Program Update (SMP)

Meeting Date: June 16, 2009

Date Submitted: June 9, 2009

Originating Department: Community Development

Clearances:

Action Required:

Provide direction to staff on remaining SMP policy issues as represented on pages 3-6 in the attached and updated *Policy Direction Summary*.

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:

1. *Policy Direction Summary*
2. *City Council Policy Direction from June 2, 2009*
(Staff Notes)
3. *Community Beach Background Information*

Budgeted Amount:N/A

Summary Statement: At the May 12, 2009 study session, the City Council reviewed a *Policy Options* table that included all the proposed comments and amendments to the Shoreline Master Program (SMP) document compiled to date. The Council decided to provide direction to staff on key policy areas at the June 2 and June 16 meetings. The attached *Policy Direction Summary (p. 3-6)* shows the remaining policy areas and options still needing direction. Staff will use the Council direction to revise the SMP document and issue a "Council Draft SMP" in late July or early August. (Direction from the June 2nd meeting and background information on community beaches are summarized in the attached documents.)

Background: Following two years of work, the *Planning Commission Recommended Draft Shoreline Master Program* was provided to the City Council in January, 2009. Since then, the Council has reviewed that document and continued to receive a large amount of public comment. The city needs to adopt an update to the SMP by the end of 2009 under state statute.

Financial Impact: N/A

Recommended Motion: Discuss and provide policy direction.

Policy Direction Summary – Impervious Surfaces

Row #	Topic	Direction		
	Impervious surface	A	B	C
IS-1	Lake Sammamish: Percentages	Lake Sammamish: <ul style="list-style-type: none"> • 30% impervious surface limit for Urban Conservancy • 40% impervious surface limit for Shoreline Residential 	No SMP regulations limiting impervious surfaces. Lots in SMP area regulated as other lots in the city through zoning code.	In addition to regulations in column A: <ul style="list-style-type: none"> • Limit impervious surface to 30% on lots smaller than 3,000 sf.
IS-2	Pine and Beaver Lakes: Percentages	Pine & Beaver Lakes: <ul style="list-style-type: none"> • 30% impervious surface limit set for all shoreline environments 	No regulations limiting impervious surfaces in the SMP. Lots in SMP area regulated as other lots in the city through zoning code.	

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary – Subdivision/Public Access

Row #	Topic	Direction		
	Impervious surface	A	B	C
SP-1	All lakes: Subdivision allowance	Subdivision of parcels is not allowed within Urban Conservancy.	Subdivision of parcels is allowed within Urban Conservancy.	Prohibit new subdivision on Pine & Beaver Lake without public sewer.
SP-2	Pine and Beaver Lakes: Minimum lot width	Minimum lot width required for subdivision: 60 feet <input type="checkbox"/> No restriction on the division of lot edge along shoreline	Minimum lot width required for subdivision: 50 feet Restrict division of lot edge along shoreline	
SP-3	All lakes: Public access thresholds	City may require public access when land is subdivided into more than 4 parcels (visual access) or 10 parcels (physical access). Physical access only required where it would not create risk to health, safety, or ecological function.	Physical and visual access is available to the public by way of existing public parks, and potentially through street ends and other public lands.	
SP-4	Lake Sammamish: Setbacks	Interior side yard setbacks to total 15% of lot width, with minimum 5 feet width for sides of structure.	Interior side yard setbacks should be 5 feet same as for rest of city.	

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary – Docks

Row #	Topic	Direction		
	Docks	A	B	C
D-1	All lakes: Allowance	Private residential docks are permitted when other options are not available.	Private residential docks are permitted outright.	New docks need to be joint use or shared with adjacent and nearby lots. Permitting balanced with removal of obsolete docks elsewhere.
D-2	All lakes: Length/size	Length no longer than the average of nearest docks on either side. Minimum size to provide for moorage. Height not to exceed 3 feet above the Extreme High Water level.	Length no longer than the average of nearest docks on either side OR water depth of 8 feet. Dock size limited to 600 square feet. Height not to exceed 3 feet above OHWM.	
D-3	Lake Sammamish: Features/quantity	Features per res. or joint use dock: <ul style="list-style-type: none"> • 1 dock/pier & 1 float Additional for residential lots: <ul style="list-style-type: none"> • 1 boat & 1 PWC lift or 2 PWC lifts Additional for joint-use lots: <ul style="list-style-type: none"> • 1 extra boat lift and 1 extra PWC lift, not to exceed 2 lifts per dock 	Features per <u>joint use</u> dock: <ul style="list-style-type: none"> • 2 floats • 2 boat lifts and 2 PWC lifts OR 4 PWC lifts 	Do not limit the number of PWC lifts. Lifts must be positioned perpendicular to the beach and 15 feet from the property line.
D-4	Pine and Beaver Lakes: Lifts	Prohibited on Pine & Beaver	Grandfather-in on Pine & Beaver	
D-5	All lakes: Repair or replacement	WDFW approved materials required for repairs/ replacement over certain percentages	WDFW approved materials required for all repairs	
D-6	Urban Conservancy: Distance between docks	The distance between private residential docks in the Urban Conservancy will be 200 feet	No additional regulation of private residential docks in the Urban Conservancy	

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary – Community Beaches (private shared facilities)

Row #	Topic	Direction		
	Community Beaches	A	B	C
CB-1	All lakes: Regulation	Shoreline regulations for community beach lots are not distinct from single-family residential use/development regulations	Shoreline regulations for community beach lots are distinct from single-family residential use/development regulations	
CB-2	All lakes: Dock size	Docks are the minimum size to provide for moorage	Docks are larger than those allowed for single family homes	
CB-3	Lake Sammamish: Launch ramp and rails	Existing launch ramps and rails: <ul style="list-style-type: none"> • May be maintained and repaired 	Existing launch ramps and rails: <ul style="list-style-type: none"> • May be maintained and repaired • Are allowed an additional “launch dock” (maximum size 250 sq. ft.) for existing ramp 	
CB-4	All lakes: Active use designation – setback and vegetation requirements	No separate designation for community beach lots. Under draft SMP: <ul style="list-style-type: none"> • New setback/vegetation requirements applied with new permit application review • Existing uses and maintenance practices allowed to continue • Active use area allowed is 15% in “buffer/shoreline zone” 	Separate “Active Use” designation for community beach lots including <ul style="list-style-type: none"> • No setback/vegetation requirements applied unless: <ul style="list-style-type: none"> ○ building a structure within a 25 foot setback ○ Increasing impervious surface more than 500 sq. ft. ○ Applying for an SSDP • Existing uses and maintenance practices allowed to continue • Active use area allowed is 100% in “buffer/shoreline zone” 	

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

**Shoreline Master Program Staff Notes reflecting
City Council Policy Direction from June 2, 2009**

Council Policy Direction:

- Lake Sammamish
 - Establish a “Shoreline Zone” of 45 feet
 - Establish a “Shoreline Enhancement Area” of 15 feet
 - Establish a 5 feet Building Setback Line (BSBL) from “Shoreline Zone”
 - Offer incentives that can reduce the “Shoreline Zone” down to 15 feet

- Pine and Beaver Lake
 - Establish a “Shoreline Zone” of 45 feet
 - Establish a “Shoreline Enhancement Area” of 15 feet with incentive to reduce to 5 feet for increased vegetation elsewhere on the lot
 - Establish a 5 foot BSBL from “Shoreline Zone”
 - 80% of significant trees within the “Shoreline Zone” would be retained

- All lakes
 - Vegetation requirements are only applied through new permit application review
 - Vegetation will include a minimum of 75% native plants within the “Shoreline Enhancement Area”; up to 25% of vegetation may be non-natives
 - Allow an active use area that is up to 25% of the “Shoreline Enhancement Area” and no less than 15 feet of the lot width, and specify that the active use area can be non-contiguous
 - Fences within the “Shoreline Enhancement Area” will not exceed 6 feet in height
 - Existing landscape features may be retained and maintained

- Primary residences within the “Shoreline Zone” on all lakes
 - Legal and conforming primary residences, existing entirely within or partially extended into the newly established “shoreline zone,” continue to be legal and conforming upon adoption of the updated SMP
 - Such residences may be rebuilt in-kind
 - Indoor and outdoor remodeling and maintenance of such residences is allowed as long as the portion of the structure’s envelope (base and height dimensions) existing within the “shoreline zone” is not enlarged
 - Any reconstruction, beyond in-kind, within the “Shoreline zone” (voluntary or involuntary) triggers mitigation through vegetative restoration in the “Shoreline Enhancement Zone”
 - Expansion of the portion of the primary structure residence located outside the “shoreline zone” is regulated by existing city code

Council requests for further information

- Community beaches
- Ordinary High Water Mark

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

**COMMUNITY BEACHES
SUMMARY OF KNOWN DESCRIPTIONS AND PROPOSED AMENDMENTS
FOR SAMMAMISH CITY COUNCIL
Shoreline Master Program Update
June 6, 2009**

Note: This is a summary of information regarding community beaches that has been submitted to the city by property owners. Additional beaches exist and staff will continue to gather information on this topic.

LAKE SAMMAMISH COMMUNITY BEACHES

Inglewood Beach Club

Membership and Property Description

- 130 members (access limited to parcel owners)
- 500 residential parcels with allowed access
- 1-year beach passes
- 125 feet of shoreline

Shoreline Modifications

- Floating dock with swim lines and buoys
- Issues regarding storm drainage etc.

Sammamish View Park

Membership and Property Description

- 28 residential parcels with allowed access

Shoreline Modifications

- Dock(s) - 16 boat slips

Lake Sammamish Community Beach 2900 Block

Membership and Property Description

- 7 upland parcels (approx 30 feet deep, two are much larger than rest)
- Membership is dependent on ownership of parcel
- Access fee is paid through property tax
- 40 feet of shoreline

Waverly Hills (since 1965, at Historic Monohan site)

Membership Property Description

- 100 lots (each with 3.5' of shoreline ownership)
- Membership is "fixed" (dependent on ownership of adjacent parcel)
- Communal Membership since 1965
- 360 feet of shoreline

Shoreline Modifications

- 1 fixed moorage dock, 1200 sq ft with 6 boat slips for up to 3-day moorage
- No lifts
- 1 floating launch dock
- 1 boat launch
- sandy beach
- 2 - 25 sf swimming floats with swimming lines in summer only

Onsite structures

- Port A Potty
- Large gravel parking area

Uses

- Intensive use of beach for recreation

Comments

- King County Sheriff is hired to monitor the beach and dock on July-Sept weekends
- Professionally landscaped. No use of chemicals or fertilizers.

PINE LAKE COMMUNAL BEACH PROPERTY

Pinebrook Meadows (south end of Pine Lake – Parcel 6790700460)

Membership and Property Description

- 13 lots roughly 300 feet deep (north-south direction)
- Membership dependent on ownership of adjacent parcel
- 13 “shareholders” with separate deeds
- Communal Memberships since 1949
- 60 feet of shoreline

Shoreline Modifications

- 24 x 12 foot boat house (60 yr-old)
- 6 foot sitting area bench for two located in the shoreline area
- a permanent volley ball post

Comments

- Community desires a boat dock. The original dock was removed in agreement with City of Sammamish.
- The property has over a dozen mature apple trees which the owners harvest annually.
- 95% of the property contains lawn grass interspersed with mature alders, cottonwoods, and willow trees.
- The grass is mowed on a weekly basis. No fertilizers or any poisons have ever been used on this property.

COMMUNITY BEACH AMENDMENTS SUMMARY

Maren Van Nostrand

June 8, 2009

From the June 2, 2009 email from Brian Slettvett and Mike Shinn representing the Community Beaches group composed of the additional interested citizens: Don Barrett, Cory Brandt, Rick Lessley, David Thielen and Deborah Minimum

GENERAL and SPECIFIC: Consider community beaches *active use areas*

- a. DOCKS, GENERAL: Allow for larger docks based on numbers using them, not SF zoning
 - i. Specifics:
 1. 1 mooring dock, plus
 2. 1 “launch dock” 250 s.f. perpendicular to shore, plus
 3. 1 floating dock “float” away from shore (clarify distance from OHWM), plus
 4. Allow a swim line but clarify distances from OHWM allowed)

- b. BUFFERS AND NON-CONFORMING USES, GENERAL Grandfather current uses, repairs and maintenance
 - i. Specifics:
 1. Allow repair and maintenance to bulkheads, docks, ramps (consistent with Army Corp)
 2. Clarify beach erosion and replacement policies: qualify quantities and frequency of fill permitted for “beach nourishment” (consistent with Army Corp and DNR)
 3. Provide beach clubs with restoration education to know how to proceed with beach replacement and restoration projects



CITY COUNCIL AGENDA BILL

Subject:

2009 Pavement Preservation Program – Award of Construction Contract

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Public Works

Clearances:

- | | |
|---|--|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the 2009 pavement overlays.

Exhibits:

1. None – Bid tab to be provided at June 16th Council Meeting.

Budgeted Amount: \$1,280,000 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund, 340-119-542-30-48-00; \$1,000,000 budgeted in 2009 plus \$280,000 carryforward of unexpended 2008 budget) and \$454,400 from a Memorandum of Understanding between Puget Sound Energy and City of Sammamish.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the 2009 Pavement Preservation Program. Bids are scheduled to be opened on June 16, 2009. Prior to recommending award to the City Manager, Staff will conduct due diligence for the lowest responsible bidder including reviewing the bid documents for errors and bidder qualifications.

The project provides for pavement preservation through localized pavement patching and Hot Mix Asphalt (HMA) overlays. The major items of work include pavement patching, HMA grinding, and overlaying, and utility structure adjustments. Additional items of work include construction of a left turn lane on Sahalee Way NE at Sahalee Drive East, guardrail, traffic control and pavement markings, along with other miscellaneous items of work.

Background:

In 2003 the City began surveying its street network to track pavement conditions. The City uses the results from the survey to help select streets to improve and maintain surface conditions. This year’s program focuses on preservation of City arterial streets. Work being performed in this contract is on SE 32nd St, Sahalee Way NE and on Louis Thompson Rd.

This year is the first year that City Staff is assuming complete management of the pavement preservation program. Staff has performed the street selections, developed the contract provisions, and will be performing the construction oversight.

City Staff has also coordinated efforts with PSE to assume greater control of roadwork on Sahalee Way NE required for pipeline installation project. Staff negotiated with PSE to determine a cost of the remaining roadwork and take control of the remaining work. This was done to control the timing of the work and perform additional necessary pavement repairs to maximize the preservation benefits of PSE’s overlay responsibilities.

Financial Impact:

Staff anticipates that this work will be performed within budget.

Program Budget (340-119-542-30-48-00)	\$ 1,280,000
PSE Payment	\$ 454,400
Total Budget	\$ 1,734,400
Engineer’s Estimate	\$ 1,620,000
5% Contingency	\$ 81,000
Estimated Cost with Contingency	\$ 1,701,000

The anticipated remaining budget is \$33,000. This amount is reserved for use for material testing costs and a new survey of pavement conditions to update our pavement condition information to account for the damage caused by the past two severe weather winter seasons.

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction 2009 Pavement Preservation Program for an amount not to exceed \$ 1,620,000 and administer a construction contingency of \$81,000 for a total contract amount not to exceed \$1,701,000.



CITY COUNCIL AGENDA BILL

Subject:

Sammamish Commons Park Phase IIB – Lower Sammamish Commons Access/Parking and Freed House Relocation – Authorization of Construction Contract

Meeting Date: June 16, 2009

Date Submitted: June 10, 2009

Originating Department: Parks and Recreation

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to award and execute a contract with CDK Construction for access and parking improvements and Freed House relocation at the Sammamish Commons Park.

Exhibits:

1. Bid Tab

Budgeted Amount: \$1,050,000 is allocated for Phase II Improvements at Sammamish Commons Park and \$233,200 is allocated for the Freed House Relocation in the 2009-10 Parks CIP. An additional \$775,000 is allocated in the Parks CIP as capital contingency.

Summary Statement:

The site plan for the Lower Sammamish Commons was updated in 2008. During this process, parking and vehicular access to the Lower Sammamish Commons Park was revised to accommodate the Town Center Plan, and a permanent site for the historic Freed House was identified. To provide flexibility in final award of the bid, the various elements of this project were bid separately and the appropriate bid tab schedule is noted in this narrative.

The contract will include construction of an access drive and a 39-space parking lot off of 222nd Ave SE (Schedule A). Parking and access will accommodate future use of the Freed House and the Sween House and provide general access to the Lower Sammamish Commons Park.

The contract will also include relocation of the Freed House from its current location on 212th Ave SE to the Lower Commons Park at the former site of the brick house and the construction of a permanent foundation (Schedule B). Also included in the contract is a

new roof and gutters (Schedule D), replacement of the window and door coverings (Schedule E), and exterior paint (Schedule F).

Note that Schedule C will not be included in the final contract. Schedule C provided for a temporary foundation for the Freed House (house would remain on the cribbing instead of being built on a permanent foundation). There is no net savings for this alternative, therefore it is not being considered.

The design package for these improvements was advertised for public bid in April 2009. Bids were opened on May 13, 2009 and a total of 5 bids were received. Staff evaluated the bids and CDK construction was identified as the lowest responsible bidder.

Background:

The City purchased the Lower Sammamish Commons site in April 2002. A simple master plan for the site was adopted in 2003. Sammamish Commons Park opened in 2006. The first phase of park development did not include parking for the lower area of the park and was identified for a separate phase. The 2008 updated site plan included parking and access improvements.

Phase IIA – Trail improvement includes removal of existing trail and timber stairs, grading and drainage improvements, a new asphalt path sloped to accommodate pedestrians and wheels (strollers, wheelchairs and bikes), and new concrete stairs. Construction will be complete by the end of June 2009.

Phase IIB – Access and parking improvements and Freed House relocation. Provide access from 222nd Ave SE, parking, and relocate the Freed House to the Lower Sammamish Commons. Construction is expected to be complete by December 2009.

Phase IIC – Sween House improvements include renovation of the house for youth counseling services. This project will be out to bid in summer 2009 and construction is expected to be complete by December 2009.

Financial Impact:

The following items are included in the 2009-10 Parks CIP:

Phase II Improvements at Sammamish Commons (Trail Improvements and Parking/Access to Lower Park)	\$1,050,000
Freed House Relocation	\$ 233,200
Capital Project Contingency	\$ 775,000

The total authorization amount requested for this contract is \$1,058,345.10. This includes a total bid price of \$958,345.10 and a \$100,000.00 construction contingency to be administered by the City Manager.

Broken down by project element, the total authorization amount requested for the Lower Sammamish Commons access and parking lot project is \$727, 974.32. This includes a bid

price of \$662,974.32 and a \$65,000.00 construction contingency to be administered by the City Manager.

The total contract amount requested for the Freed House Relocation is \$330,370.78. This includes a bid price of \$295,370.78 and a \$35,000.00 construction contingency to be administered by the City Manager.

It should be noted that the City Council authorized a contract for the trail improvement project at the Sammamish Commons on March 17, 2009. The total authorization amount for this project is \$322,987.69. This includes a bid price of \$280,858.86 and a \$42,128.83 construction contingency to be administered by the City Manager. This project is a component of the overall Phase II Improvement Project at the Sammamish Commons.

Recommended Motion:

Move to accept the bid from CDK Construction as the lowest responsible and responsive bid for the Phase IIB Improvements at the Lower Sammamish Commons and authorize the City Manager to award schedules A, B, D, E and F and execute a contract with CDK Construction in the amount of \$958,345.10 and to administer a \$100,000.00 construction contingency on the project.

City of Sammamish - BID OPENING

Department of Parks and Recreation
Sammamish Commons Park Phase IIB, Access, Parking and Freed House Relocation

May 13, 2009 - 2:00 PM (local time)

Bidder	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F	Total Bid	Total Bid + WSST
A-1 Landscape	885,517.50	368,550.00	56,700.00	35,700.00	33,495.00	15,750.00	1,395,712.50	1,528,305.19
Construct Co	732,060.00	315,000.00	(80,850.00)	42,000.00	14,700.00	15,750.00	1,038,660.00	1,137,332.70
CDK Construction	605,456.00	227,850.00	-	28,350.00	8,610.00	4,935.00	875,201.00	958,345.10
L.W. Sundstrom	773,745.00	206,325.00	(12,600.00)	19,320.00	4,200.00	13,650.00	986,970.00	1,080,732.15
Aero Construction	575,409.77	281,291.85	32,550.00	50,347.50	13,440.00	15,960.00	968,999.12	1,061,054.04

Notes:

Schedule A Access and Parking Improvements at Lower Sammamish Commons
Schedule B Freed House Relocation, Foundation, Structural Connections and Traffic Control
Schedule C Foundation Deduction - Provide Temporary Cribbing
Schedule D New Roof, Fascia, Gutters, and Downspouts
Schedule E Replace Window and Door Panels
Schedule F Exterior Primer and Paint

Apparent Low Bidder: CDK Construction

Engineer's Estimate: \$1.2 Million

Lowest responsible bid is based on the TOTAL BID PRICE for ALL Schedules. All, none or any combination of bid schedules A through F may be awarded. (Award date anticipated June 2, 2009)