



City Council, Regular Meeting

AGENDA

March 16, 2010

6:30 pm – 9:30 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

- Proclamation: Sexual Assault Awareness Month

Consent Agenda

- Payroll for pay period ending February 28, 2010 for pay date March 5, 2010 in the amount of \$246,234.79
- 1. Approval: Claims for period ending March 16, 2010 in the amount of \$1,030,311.81 for Check No. 25946 through No. 26075
- 2. Approval: Regular Meeting Minutes for March 2, 2010
- 3. Approval: Issaquah School District Joint Meeting/Study Session Notes for March 9, 2010
- 4. Amendment: Professional Services/Chaney
- 5. Contract: Construction Phase Services Maintenance & Operations Center/TCF Architects
- 6. Resolution: Accepting The Tree Farms Neighborhood Pavement Patching As Complete/Northwest Asphalt
- 7. Resolution: Accepting the 2009 Pavement Preservation Program As Complete/Watson Asphalt Paving Company, Inc.

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

Assisted Listening Devices are also available upon request.

Public Hearings

8. Ordinance: Public Hearing/Second Reading Annexing The Aldarra Estates And Montaine Subdivisions Effective July 10, 2010.
9. Approval of Excerpt of Minutes for Aldarra Montaine Annexation

(Public Hearing Continued from March 2, 2010)

10. Ordinance: Public Hearing/Third Reading Relating To Siting Of Wireless Communication Facilities; Repealing And Re-Enacting Chapter 21A.55 SMC; Implementing Provisions Previously Enacted Pursuant To A Declaration Of Emergency; Amending And Adding New Definitions To Chapter 21A.15 SMC; Repealing Section 13.01.010 SMC Relating To Undergrounding Of Wireless Communication Facilities Equipment; Providing For Severability; And Establishing An Effective Date

Unfinished Business

New Business

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

March 2010			
Monday 03/15	6:30 pm	Study Session	Connectivity Update Town Center Development Regulations District Court Services Pavement Management Update
Tues 03/16	6:30 pm	Regular Meeting	Proclamation: Sexual Assault Awareness Month Public Hearing/Second Reading Aldarra/Montaine 60% Percent Petition Approval of Exerpt of Minutes for Aldarra Montaine Public Hearing/Third Reading WCF Amendment (continued to April 20) Resolution: Final Acceptance 2009 Overlay Project (consent) Resolution:Final Acceptance/Pavement Patching (consent) Contract: Construction Phase Services MOC/TCF Architects (consent) Amendment: Professional Services/Chaney (consent)
April 2010			
Tues 04/06	6:30 pm	Study Session/Regular Council Meeting	Discussion: Operating Agreement Boys & Girls Club Town Center Development Regulations 2010 ARCH Work Program Contract: Special Inspections MOC/Kleinfelder (consent)
Tues 04/13	6:30 pm	Study Session	Town Center Development Regulations (2 hours)
Mon 04/19	6:30 pm	Joint Meeting/Parks Commission	Parks, Recreation and Open Space Plan Sammamish Landing Revised Preferred Alternative
Tues 04/20	6:30 pm	Regular Meeting	Public Hearing/Third Reading WCF Amendment Resolution: ARCH Work Plan and Budget Interlocal: ARCH Agreement
May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	
Tues 05/11	6:30 pm	Study Session	
Mon 05/17	6:30 pm	Study Session	Town Center Development Regulations
Tues 05/18	6:30 pm	Regular Meeting	Public Hearing: First Reading Town Center Development Regulations
June 2010			
Tues 06/01	6:30 pm	Regular Council Meeting	Public Hearing: Town Center Development Regulation
Tues 06/08	6:30 pm	Joint Meeting	Joint Meeting with Redmond City Council
Mon 06/14	6:30 pm	Study Session	
Tues 06/15	6:30 pm	Regular Meeting	Second Reading: Town Center Development Regulations
July 2010			
Tues 07/06	6:30 pm	Regular Council Meeting	
Tues 07/13	6:30 pm	Study Session	
Mon 07/19	6:30 pm	Study Session	
Tues 07/20	6:30 pm	Regular Meeting	
Sept. 2010			
Tues 09/07	6:30 pm	Regular Council Meeting	
Tues 09/14	6:30 pm	Study Session	Biennial Budget
Mon 09/20	6:30 pm	Study Session	Biennial Budget
Tues 09/21	6:30 pm	Regular Meeting	
Oct. 2010			
Tues 10/5	6:30 pm	Regular Council Meeting	

Tues 10/12	6:30 pm	Study Session	
Mon 10/18	6:30 pm	Study Session	Biennial Budget (if necessary)
Tues 10/19	6:30 pm	Regular Meeting	Public Hearing: First Reading Adopting 2011/2012 Budget Public Hearing: First Reading Setting the Tax Levy Rate for 2011
Nov. 2010			
Tues 11/2	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Adopting 2011/2012 Budget Ordinance: Second Reading Setting Tax Levy Rate 2011 Resolution: 2011 Salary Schedule Resolution: 2011 Fee Schedule (if necessary)
Tues 11/09	6:30 pm	Study Session	Parks Commission Applicant Interviews
Mon 11/15	6:30 pm	Study Session	Planning Commission Applicant Interviews
Tues 11/16	6:30 pm	Regular Meeting	
Dec. 2010			
Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Award: 2011/2012 Humans Services Grants
Tues 12/14	6:30 pm	Study Session	
Mon 12/20	6:30 pm	Study Session	
Tues 12/21	6:30 pm	Regular Meeting	
To Be Scheduled			
To Be Scheduled		Parked Items	
Code Enforcement Code Amendments Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study		Resolution: Final Acceptance SE 20 th Street Project Resolution: ELSP Project Acceptance TDR	
		BLA and non-conforming uses Underground of utility lines in existing developments Future use of existing M & O facility on 228 th Ave SE @ SE 20 th Street	

<< February

March 2010

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	2 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	3 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	4 6:30 p.m. Planning Commission Meeting	5	6
7	8 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	9 6:30 p.m. Joint Meeting with Issaquah City Council	10 6:30 p.m. Parks and Recreation Commission Meeting 7 p.m. Beaver Lake Management District Meeting	11 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	12	13 9 a.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting
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 6 p.m. Sammamish Youth Board Meeting 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting 9 p.m. Blood Drive	18 6:30 p.m. HAVE A SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting 6:30 p.m. Planning Commission Meeting	19	20
21	22	23	24	25	26	27 9 a.m. Fourth Saturday Volunteer Event
28	29	30	31			

<< March

April 2010

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	7 5:30 p.m. Parks and Recreation Commission Meeting	8 6:30 p.m. Planning Commission Meeting	9	10
11	12	13 6:30 p.m. City Council Study Session	14	15 6:30 p.m. Planning Commission Meeting	16	17 10 a.m. Sammamish Walks
18	19 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Joint Meeting	20 6:30 p.m. City Council Meeting	21 6 p.m. Sammamish Youth Board Meeting	22	23	24 9 a.m. Spring Recycling Event 10 a.m. Arbor Day - Family Volunteer Event
25 10 a.m. Arbor Day - Family Volunteer Event	26 10 a.m. Arbor Day - Family Volunteer Event	27 10 a.m. Arbor Day - Family Volunteer Event	28	29	30	



WHEREAS, the Washington Coalition of Sexual Assault Programs (WCSAP) is committed to uniting agencies engaged in eliminating all forms of sexual violence through education, advocacy, victim services, and community action across the state; and

WHEREAS, WCSAP promotes healing services for survivors of sexual assault through Community Sexual Assault Programs and other providers; and

WHEREAS, WCSAP encourages every community to help put an end to sexual violence by working together to promote social change;

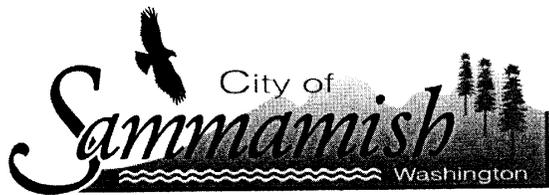
Now Therefore, I, Deputy Mayor Nancy Whitten, on behalf of the Sammamish City Council, Do Hereby Proclaim April 2010 To Be:

***Sexual Assault Awareness in Action
Month***

in the City of Sammamish, and I urge all individuals and communities to join us in this special observance.

Signed this 16th day of March 2010

Nancy Whitten, Deputy Mayor



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: March 11, 2010
RE: Claims for March 16, 2010

\$ 139,436.82
 10,032.00
 2,663.86
 704,994.60
 173,184.53

TOTAL \$ 1,030,311.81

Check # 25946 through #26075

139,436.82 +
 10,032.00 +
 2,663.86 +
 704,994.60 +
 173,184.53 +
 005
 1,030,311.81 *

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25946	03/05/2010	ANI	ANI Administrators NW Inc	1,797.66	0
25947	03/05/2010	AWCMED	AWC Employee BenefitsTrust	91,733.51	0
25948	03/05/2010	ICMA401	ICMA 401	30,883.35	0
25949	03/05/2010	ICMA401x	ICMA401	4,894.16	0
25950	03/05/2010	ICMA457	ICMA457	9,891.04	0
25951	03/05/2010	PREPAIDL	Pre-Paid Legal Services, Inc	237.10	0
				<hr/> <hr/>	
Check Total:				139,436.82	
				<hr/> <hr/>	

Accounts Payable
Computer Check Register



User: mdunham
Printed: 03/04/2010 - 10:19AM
Bank Account: APPR
Batch: 002.03.2010

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25952	ISD	Issaquah School District	3/5/2010		6,688.00
		Check 25952 Total:			6,688.00
25953	LWSD	Lake Washington School Dist	3/5/2010		3,344.00
		Check 25953 Total:			3,344.00
		Report Total:			10,032.00

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25954	03/05/2010	REDMOND	City Of Redmond	61.96	0
25955	03/05/2010	KIRTLEY	Kirtley Cole	2,601.90	0
				<hr/> <hr/>	
Check Total:				2,663.86	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25956	03/16/2010	ACCURAT	Accurate Service LLC	176.73	0
25957	03/16/2010	ACE	Ace Hardware, LLC	694.80	0
25958	03/16/2010	ADVANTAG	Advantage Building Services	5,762.90	0
25959	03/16/2010	BELLCITY	City Of Bellevue	11,547.00	0
25960	03/16/2010	BUTKUS	Pete Butkus	21.00	0
25961	03/16/2010	CADMAN	Cadman, Inc.	627.30	0
25962	03/16/2010	CANTERBU	Canterbury Construction	1,237.50	0
25963	03/16/2010	CASCADIA	Cascadia Consulting Group Inc	120.11	0
25964	03/16/2010	CENTRALW	Central Welding Supply	21.13	0
25965	03/16/2010	CHANEY	Rebecca Chaney	350.00	0
25966	03/16/2010	CIAW	Cities Insurance Assoc of Wa	1,000.00	0
25967	03/16/2010	CMR	CMR Claims Dept	126.78	0
25968	03/16/2010	CNR	CNR Inc	191.63	0
25969	03/16/2010	CODEPUB	Code Publishing Inc	494.39	0
25970	03/16/2010	COLUMBIA	Columbia Ford	60,382.44	0
25971	03/16/2010	COMCAST2	COMCAST	99.95	0
25972	03/16/2010	COSTCO	Costco Wholesale	445.89	0
25973	03/16/2010	CURRY	Kathy Curry	125.00	0
25974	03/16/2010	DELL	Dell Marketing L.P.	72.81	0
25975	03/16/2010	EASTEQ	Eastside Equipment & Marine	710.09	0
25976	03/16/2010	EASTFIRE	Eastside Fire & Rescue	442,677.10	0
25977	03/16/2010	ENDELMAN	Kyle Endelman	455.00	0
25978	03/16/2010	EVANS	David Evans & Associates, Inc	1,206.77	0
25979	03/16/2010	EWING	Kathy Ewing	683.28	0
25980	03/16/2010	G&M	G & M Traffic Solutions	1,392.00	0
25981	03/16/2010	GALT	John E. Galt	1,438.80	0
25982	03/16/2010	GARCIA	Michelle Garcia	30.46	0
25983	03/16/2010	GFOA	Govt Finance Officers Assoc	50.00	0
25984	03/16/2010	GOCKEL2	Donald Gockel	1,434.38	0
25985	03/16/2010	HDFOWL	H. D. Fowler Company	207.85	0
25986	03/16/2010	HOANG	Tawni Dalziel	40.50	0
25987	03/16/2010	HOMEDE	Home Depot	1,751.27	0
25988	03/16/2010	HOWARD	Lyman Howard	18.30	0
25989	03/16/2010	INTEGRA	Integra Telecom	6,507.25	0
25990	03/16/2010	IRONMT	Iron Mountain	321.51	0
25991	03/16/2010	ISSAQI	Issaquah Press, Inc.	450.00	0
25992	03/16/2010	ISSCITY	City Of Issaquah	8,125.00	0
25993	03/16/2010	ISSIGNS	Issaquah Signs	591.30	0
25994	03/16/2010	JIRSA	Barbara Jirsa	37.15	0
25995	03/16/2010	KEENEY	Keeney's Office Plus	240.78	0
25996	03/16/2010	KINGFI	King County Finance A/R	27,194.22	0
25997	03/16/2010	KINGPET	King County Pet Licenses	125.00	0
25998	03/16/2010	KINGWAT	King County Finance Water & Land I	5,072.66	0
25999	03/16/2010	KIRTLEY	Kirtley Cole	247.18	0
26000	03/16/2010	L&IELEVA	Elevator Section Dept of Labor & Ind	120.20	0
26001	03/16/2010	LESSCHWA	Les Schwab Tire Center	24.50	0
26002	03/16/2010	LEYTON	Kimberly Leyton	390.00	0
26003	03/16/2010	LUNDE	Devany Lund	27.99	0
26004	03/16/2010	MAILPO	Mail Post	434.41	0
26005	03/16/2010	MATTHIAS	Michael Matthias	33.90	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
26006	03/16/2010	MINUTE	Minuteman Press	326.79	0
26007	03/16/2010	MYER	Anjali Myer	42.00	0
26008	03/16/2010	NAPA	PHS, Inc	38.79	0
26009	03/16/2010	NC MACH	NC Machinery Co	280.08	0
26010	03/16/2010	NESAM	NE Sammamish Sewer & Water	173.80	0
26011	03/16/2010	NEXTEL	Nextel Communications	2,359.64	0
26012	03/16/2010	NWLSVC	NW Landscape Service	5,289.95	0
26013	03/16/2010	OER	Olympic Environmental Resource	15,097.25	0
26014	03/16/2010	OVERHEAD	Overhead Door of Seattle	930.11	0
26015	03/16/2010	PACSOIL	Pacific Topsoils, Inc	2,898.90	0
26016	03/16/2010	PERTEET	Pertect, Inc.	55,152.57	0
26017	03/16/2010	PLATEAU	Plateau Motors	434.38	0
26018	03/16/2010	PLATT	Platt Electric	327.99	0
26019	03/16/2010	POA	Pacific Office Automation	238.79	0
26020	03/16/2010	PSE	Puget Sound Energy	8,773.17	0
26021	03/16/2010	QWEST	QWEST	138.17	0
26022	03/16/2010	REALCHEM	RealChem Northwest	273.75	0
26023	03/16/2010	REIDMID	Reid Middleton, Inc	2,630.90	0
26024	03/16/2010	ROTARSAM	Rotary Club of Sammamish	52.00	0
26025	03/16/2010	RUPKE	Colleen Rupke	86.00	0
26026	03/16/2010	SAM	Sammamish Plateau Water Sewer	27.87	0
26027	03/16/2010	SEATIM	Seattle Times	692.20	0
26028	03/16/2010	SERVICE	Service Paper Co	98.73	0
26029	03/16/2010	SMITHTER	Teresa Smith	20.00	0
26030	03/16/2010	SONG	Chun Song	200.00	0
26031	03/16/2010	SONITROL	Sonitrol Pacific	759.30	0
26032	03/16/2010	STAPLES	Staples Business Advantage	2,245.78	0
26033	03/16/2010	STOECKL	Jane C. Stoecklin	110.00	0
26034	03/16/2010	SUNBELT	Sunbelt Rentals	75.87	0
26035	03/16/2010	UNITRENT	United Rentals NW, Inc	4,530.71	0
26036	03/16/2010	USHEALTH	U S Healthworks	918.44	0
26037	03/16/2010	VERIZNW	Verizon Northwest	38.51	0
26038	03/16/2010	VERIZON	Verizon Wireless	80.34	0
26039	03/16/2010	VOYAGER	Voyager	3,250.35	0
26040	03/16/2010	WADOT	Wa State Dept of Transp	75.00	0
26041	03/16/2010	WAECOL	Wa State Dept of Ecology	8,211.50	0
26042	03/16/2010	WALIC	Wa State Dept of Licensing	198.21	0
26043	03/16/2010	WAWORK	Washington Workwear Stores Inc	200.00	0
26044	03/16/2010	WSAPT	Wa Assoc Permit Technicians	135.00	0
26045	03/16/2010	YAKIMA	Yakima County Department of Correc	71.86	0
26046	03/16/2010	ZUMAR	Zumar Industries, Inc.	1,973.69	0

Check Total:

704,994.60

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/11/2010 - 8:49 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
26047	03/16/2010	ADVANTAG	Advantage Building Services	4,284.16	0
26048	03/16/2010	AMEX	American Express	140.00	0
26049	03/16/2010	BELZAK	Steve Belzak	22.00	0
26050	03/16/2010	CASTURF	Cascade Turf	1,415.32	0
26051	03/16/2010	CONENG	Concept Engineering, Inc.	20,000.00	0
26052	03/16/2010	HOGAN	D. A. Hogan & Assoc., Inc	900.00	0
26053	03/16/2010	DELL	Dell Marketing L.P.	7,527.13	0
26054	03/16/2010	ELITE	Elite Commercial Contracting	13,068.66	0
26055	03/16/2010	EWINGIRR	Ewing Irrigation	683.28	0
26056	03/16/2010	FRANK	Murray Franklyn	16,435.81	0
26057	03/16/2010	GUARDIAN	Guardian Security	72.00	0
26058	03/16/2010	ISSAQI	Issaquah Press, Inc.	210.00	0
26059	03/16/2010	ISSIGNS	Issaquah Signs	54.75	0
26060	03/16/2010	JBLAWN	JB Instant Lawn	182.76	0
26061	03/16/2010	KENYON2	Kenyon Disend PLLC	14,143.02	0
26062	03/16/2010	KINGFI	King County Finance A/R	6,370.49	0
26063	03/16/2010	NWCASC	Northwest Cascade, Inc.	1,407.86	0
26064	03/16/2010	NWLSVC	NW Landscape Service	9,710.46	0
26065	03/16/2010	PACE	Pace Engineers, Inc.	378.50	0
26066	03/16/2010	REDSIGNS	Redmond Signs	421.44	0
26067	03/16/2010	SCI	SCI Infrastructures, LLC	53,781.43	0
26068	03/16/2010	SEQUOYAH	Sequoyah Electric, LLC	4,000.39	0
26069	03/16/2010	SITE	Site Workshop	1,956.00	0
26070	03/16/2010	SUTTER	Sutter Paving Inc	4,235.00	0
26071	03/16/2010	ACTIVENE	The Active Network, Inc.	2,931.32	0
26072	03/16/2010	TLC	Total Landscape Corp	7,270.48	0
26073	03/16/2010	TRAFFIC	Trafficount	1,300.00	0
26074	03/16/2010	WRPA	Wa Recreation & Parks Assoc	208.00	0
26075	03/16/2010	ZUMAR	Zumar Industries, Inc.	74.27	0
				173,184.53	
Check Total:					

COUNCIL MINUTES

Regular Meeting March 2, 2010

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 Nancy Whitten, Councilmembers Mark Cross, John Curley, John James and Tom Odell.

Councilmembers absent: Councilmember Michele Petitti.

MOTION: Deputy Mayor Whitten moved to excuse Councilmember Petitti. Councilmember James seconded. Motion carried unanimously 6-0.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, City Engineer/Deputy Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Boy Scouts Troop #572 performed the flag ceremony.

Public Comment

Virginia English, She spoke regarding the Freed House. She feels the house should be saved and restored as part of Sammamish's historic past.

Elyse Kelsey, She spoke in favor of preserving the Freed House.

Pat Kelsey, 35th Street, She spoke in favor of moving the Freed House and finding a permanent place for it. It could be a home for the Sammamish Heritage Society

Maureen Santoni, 22828 SE 6th Place, She spoke in favor of preserving the Freed House as it is the City's only candidate for being named to the Historic Register of National Places. She said the National Park Service considered naming it to the Historic Register in the 1990's. She asked the city to fund the project.

Leslie Kralicek, 20432 NE 42nd Street, She advocated saving the Freed House. She explained the Heritage Society has been advocating for the Freed House since the City incorporated, but there has never been the political will on the part of the Council to restore the house.

Patti Bradfield, Her great, great grandfather sold the house to the Freeds many years ago. She has many historical pictures. She feels the house cannot be destroyed. It has been part of the City's history.

Ella Moore, 2731 204th Avenue SE, She also spoke in favor of retaining and renovating the Freed House. It is the last piece of our history left.

Scott Hamilton, He disputed statements made at the previous Council meeting regarding the Town Center and the City Council's actions regarding that plan.

Council requested a Study Session be scheduled to address the Freed House issue.

Janelle Moore Roberson, 480 Indio Place NW, Issaquah, She was the housekeeper for the Freed family. She spoke in favor of retaining the house.

Mary Moore 7804 Renton Road SE, Issaquah, She spoke in favor of retaining the Freed House. She is working with the Heritage Society.

Approval of Agenda

MOTION: Councilmember Cross asked for Item 6 – Contract with the Watershed Co. be removed from the Consent Agenda and placed just before the public hearing. Approval of the agenda, as amended, carried unanimously 6-0.

Student Liaison Report

Skyline Student Liaisons

Basketball playoffs begin tomorrow in the Tacoma Dome. Spring sports started this week. The DECA state competition is this Friday and Saturday. There is a large team at Skyline. Amnesty International is having their clothes and shoe drive. Students are signing up for classes next week.

Proclamations/Presentations

Mayor Gerend presented City Manager Ben Yazici with a plaque celebrating his ten years of service with the City. The City Council proclaimed April 30, 2010 as “Ben Yazici Day” in the City of Sammamish.

Consent Calendar

Payroll for pay period ending February 15, 2010 for pay date February 19, 2010 in the amount of \$242,128.05

Approval: Claims for period ending March 2, 2010 in the amount of \$920,702.06 for Check No. 25869 through No. 25945

Approval: February 2, 2010 Regular Meeting Minutes

Approval: February 9, 2010 Study Session/Joint Meeting with Planning Commission Notes

Approval: February 16, 2010 Regular Meeting Minutes

Resolution: Accepting The Sammamish Commons Park – Sween House Renovations (Phase IIC) As Complete (R2010-405)

Settlement Approval: City Hall Lobby Lighting/Lite Energy

MOTION: To approve consent calendar. Motion carried unanimously 6-0.

Contract: SE 20th Street Wetland Services/Watershed

City Engineer/Deputy Director Laura Philpot gave the staff report.

MOTION: Deputy Mayor Whitten moved to authorize the City Manager to sign a contract with Watershed Company in an amount not to exceed \$46,295. Councilmember Curley seconded. Motion carried unanimously 5-0 with Councilmember Cross recusing himself.

Public Hearing

Ordinance: Public Hearing/First Reading Annexing The Aldarra Estates And Montaine Subdivisions Effective July 10, 2010.

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and a short PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

Public Hearing opened at 7:30 pm.

Robert Nielsen, 2311 277th Avenue SE, Gave a PowerPoint presentation in favor of the annexation.

Emery Hampton, 2139 277th Avenue SE, Spoke in favor of the annexation. He has been part of a previous annexation and feels that property values increase and services are better as part of the city.

Courtney Kayler, 701 5th Avenue, She is an attorney representing property owners in the Aldarra/Montaine area. She states that there has not be enough notice given regarding this public hearing. The residents have concerns about indebtedness, school districts, and fire services. She does not feel the residents have had enough time to consider this annexation. They requested the Council extend the public hearing for at least two weeks.

Tom Bartlett, 27561 SE 31st Place, He is not in favor of the annexation. He is very concerned over the process. He feels that the proponents of the annexation provided one-sided information. He is concerned that they will be subject to the fireworks ban and that the building codes in the city are much more stringent than in the county.

Kelly Koeneke, 3014 277th Place SE, He feels that the proponents of the annexation used deceptive tactics to get people to sign the petition. He feels that when the city has no additional areas to annex, they will have to raise taxes. There really is no upside to the annexation.

David Martin, 2430 277th Place SE, Fall City, He feels the process has been rushed. He feels there is some confusion regarding the annexation.

Bob Phelps, 27833 SE 26th Way, Issaquah, He feels that there has not been enough information given before residents signed the petition. He requested the city restart the process with a better understanding of the pros and cons.

Robert Neilson, (spoke previously), He offered to give a copy of all documents regarding the annexation, that was sent to the residents, to the City Council. He feels they are very clear on the pros and cons of the annexation.

Carrie Ahlstrom, 2825 279th Drive SE, She spoke in favor of the annexation. She explained that 60% is a super majority of the residents.

Public Hearing was continued to March 16, 2010 at 8:17 pm

Council recessed from 8:27 to 8:40 pm

Public hearings continued from the February 16, 2010 Regular City Council Meeting

Ordinance: Public Hearing/Second Reading An Ordinance Of The City Of Sammamish, Washington, Amending Chapter 21a.25 (Development Standards – Density And Dimensions), Of The Sammamish Municipal Code

Mr. Gurol gave the staff report and a short PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

Public Hearing opened at 8:38 pm

Mike Miller, Pacific Properties, Encouraged Council to adopt the ordinance as it is presented.

Harry and Claradell Shedd, Sahalee, They feel the five foot set-back is too small for a community like Sammamish. They gave the example of the group home that is located in their neighborhood. They believe that if the side yard setbacks were increased, the group home would not have been approved.

Public Hearing closed at 8:44 pm.

MOTION: Councilmember Cross moved to approve the ordinance as presented. Councilmember Curley seconded. Motion carried 4-2 with Deputy Mayor Whitten and Councilmember Odell dissenting (O2010-278).

Councilmember Odell feels this issue should be sent back to the Planning Commission to see if the setback should be increased to 7 feet rather than reduced to 5 feet.

Ordinance: Public Hearing/Second Reading: Relating To Siting Of Wireless Communication Facilities; Repealing And Re-Enacting Chapter 21A.55 SMC; Implementing Provisions Previously Enacted Pursuant To A Declaration Of Emergency; Amending And Adding New Definitions To Chapter 21A.15 SMC; Repealing Section 13.01.010 SMC Relating To Undergrounding Of Wireless Communication Facilities Equipment; Providing For Severability; And Establishing An Effective Date (O2010-279)

Mr. Gurol gave the staff report and a short PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

Public Hearing opened at 9:16 pm

Alex Torone, 3333 237th Court SE, He disagrees with the siting hierarchy that is proposed by this ordinance. He feels that new towers should not have any visual impacts on surrounding properties. He requested the city consider language that allows alternatives lower on the current hierarchy be allowed when the site proposed is in an existing neighborhood. He also feels two or three alternate sites should be considered.

MOTION: Councilmember Curley moved to approve the ordinance. Councilmember Odell seconded.

AMENDMENT: Councilmember Cross moved to reduce the maximum height of antennas from 120 feet to 60 feet with no allowance for a CUP.

After discussion, City Manager Ben Yazici said it might be better to have staff draft new language to incorporate the changes suggested by Councilmember Cross and this ordinance will be brought back at the March 16, 2010 meeting.

MOTION: Councilmember Odell moved to postpone the ordinance until March 16. Councilmember Cross seconded. Motion carried unanimously 6-0.

Public hearing was continued to the March 16, 2010 meeting at 9:28 pm.

Ordinance: Public Hearing/Second Reading: An Ordinance Amending Chapters 21A.15, 21A.20 And 21A.25, Of The Sammamish Municipal Code Relating To Public Facilities

Mr. Gurol gave the staff report and a short PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

Public Hearing opened at 9:44 pm. There was no public comment. Public Hearing was closed at 9:45 pm.

MOTION: Councilmember Curley moved to approve the ordinance. Councilmember Cross seconded.

AMENDMENT: Councilmember James moved to remove the sunset clause and renumber the sections. Motion passed unanimously 6-0.

AMENDMENT: Deputy Mayor Whitten moved to amend the ordinance by striking the language that allows for park structures within 20 feet of the setback. Motion failed 1-5 with Mayor Gerend and Councilmembers Cross, Curley, James, and Odell dissenting.

MAIN MOTION: Motion carried as amended 5-1 with Deputy Mayor Whitten dissenting (O2010-280).

Unfinished Business - None

New Business - None

Council Reports

Councilmember Odell requested vehicular incident information for the area around Eastlake High School. He feels this information may warrant a second entrance to the school. The Finance Committee had their first meeting today. Subsequent meetings will be held on the First Tuesday of each month in the Executive Briefing room. Councilmember Odell was appointed as the Chair.

Councilmember James attended a meeting with Sahalee residents regarding the upcoming golf tournament.

Councilmember Curley commended staff on how quickly they respond to citizen complaints.

City Manager Report

JAG Appointment - Council appointed Councilmember Curley as the representative.

Executive Session – Potential Litigation pursuant to RCW 42.30.110 (1)(i)

Council adjourned to Executive Session at 10:08 and returned at 10:45 pm. No action was taken.

Meeting adjourned at 10:45 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



STUDY SESSION NOTES

Issaquah City Council Joint Meeting/Study Session March 9, 2010

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

Public Comment

Topics

- Road Projects
 - Fall City Road Improvements at Pacific Cascade 9th Grade Campus
 - East Lake Sammamish Improvements
 - Other

- Regional Fire Authority

- Klahanie Annexation/Klahanie Park

- Long Term Plans Regarding Sammamish Plateau Water & Sewer District

- Town Center Plan

- Animal Control in the Region

Close Joint Meeting

8:00 pm

Open Study Session

- Aldarra/Montaine Annexation

Council Reports

City Manager Report

Adjournment



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: March 9, 2010

Originating Department: Community Development

Clearances:

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

Subject: Contract Amendment-Rebecca Chaney

Action Required: Authorize the City Manager to sign the contract amendment

Exhibits: 1. Contract Amendment Form with Exhibit A (Revised Scope of Work)

Budget: \$25,000 from Community Development-Planning Professional Services

Summary Statement:

The City currently contracts with Rebecca Chaney for work related to the Shoreline Master Program and Town Center projects, with the current contract nearing completion. This consultant provides cost effective services on multiple planning projects. Additional work will be required as the Town Center moves through the City Council process and Department of Ecology comments are received for the Shoreline Update. Consultant will also assist with preparation of a "user guide" for the Shoreline regulations, sustainability public involvement documentation and similar tasks.

Financial Impact:

\$25,000 from Community Development-Planning Professional Services budget line.

Recommended Motion:

Authorize the City Manager to sign the contract amendment.



SUPPLEMENTAL AGREEMENT

Amendment Number: #2	Date: March 16, 2010
Project: Shoreline Master Program Town Center Sustainability	City Project number
Consultant: Rebecca Chaney	Contract Number: C2009-115

The City of Sammamish desires to amend the agreement with Rebecca Chaney for consulting services on the Shoreline Master Program, Town Center. Sustainability and similar projects. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

Increase amount of contract from \$35,000 to \$60,000

Increase consultant hourly rate from \$20.00 per hour to \$22.00 per hour.

Extend contract end date to December 31, 2010.

Revise Scope of Work per Exhibit A, attached.

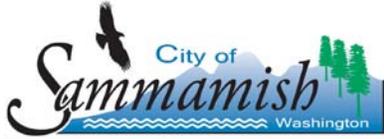
Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ \$14,500	\$ \$35,000	\$ \$25,000	\$ \$60,000
<i>Rebecca A. Chaney</i> (Consultant Name)		Approved:	
3-2-2010 Date		_____ City of Sammamish	_____ Date

EXHIBIT A
C2009-115
Scope of Work
Contract with Rebecca Chaney, Contractor

Tasks to be performed by contractor on the Shoreline Master Program Update/Town Center/Sustainability/Comprehensive plan update and similar projects:

- As needed, document public comments, research answers, compose initial responses, and compile into a form suitable for public distribution. In order to complete this task, attendance at Planning Commission, City Council or other public meetings will be required. Work with staff to ensure that the city meets state requirement for public involvement as required by WAC 173-26-201 (3)(b)(i) and WAC 173-26-090 and 100 to best of ability, resource availability, and time allocated.
- Periodically review and edit web pages as requested by project managers.
- Review and proof project documents, provide comments, and help ensure materials are ready for distribution to Council and appropriate staff prior to meetings.
- Compile and illustrate a Shoreline Master Program “user guide” with the assistance of City staff.
- Assist City staff in responding to Department of Ecology or other comments related to the SMP.
- Other tasks as requested.

Logistics: Contractor will generally be available in City offices approximately two to three days per week, and will attend Council meetings, study sessions and other events as requested by city staff. Some work may be performed off site. Approximately 25 to 30 hours per week including attendance at designated meetings is anticipated, however hours will vary up or down depending upon project needs. Contractor will receive guidance regarding needed tasks from applicable project managers and the Deputy Director of Community Development as needed.



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: 3/11/2010

Originating Department: Public Works

Clearances:

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

Subject: Consultant Contract Amendment: City of Sammamish Public Works and Parks Maintenance and Operations Facility, architectural team assistance during construction.

Action Required: Authorize the City Manager to execute Supplemental Agreement, Amendment #4, to existing contract C2008-123 with the TCF Architects team for assistance during construction of the City's new Public Works and Parks Maintenance and Operations Center.

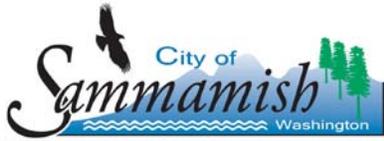
Exhibits:

1. Contract Supplemental Agreement, Amendment #4, executed by TCF Architects;
2. Contract Amendment Scope of Services;
3. Contract Amendment Fee Schedule;

Budget: The adopted 2009/10 adjusted budget contains a total of approximately \$5.3 million for design, permitting and construction of the city's new Public Works and Parks Operations and Maintenance Facility. This money is contained in the Streets (Fund 101), Parks Capital (Fund 302), and Surface Water Capital (Fund 438) Fund budgets. As of the writing of this agenda bill, approximately \$4.7 million of this budget amount remains unexpended.

Summary Statement:

This Contract Supplemental Agreement, Amendment #4, to existing city contract C2008-123 authorizes the consulting architectural firm of TCF Architecture and their design team to provide assistance to the city during the construction phase of the city's new Public Works and Parks Maintenance and Operations Facility (MOC) project. The work to be completed by the consultant under this contract amendment includes: assistance in evaluation of the project contractor's performance and work; review and approval of contractor's materials submittals; review and responding to contractor's requests for information (RFI's); assistance with preparation of change orders, proposal requests and construction change directives required during project construction; conducting of inspections; assistance with



City Council Agenda Bill

determination of the dates of substantial completion and the date of final completion for the construction work; preparation of the project’s final AutoCAD as built drawings, etc.

The cost for the consultant team to complete all of the scope of work identified in Contract Supplemental Agreement, Amendment #4, is not to exceed \$ 164,459.00.

Background:

On December 15, 2009 the City Council awarded the construction contract for the city’s new O&M facility to Kirtley-Cole Associates, LLC in the amount of \$3,754,900.00, excluding sales tax. Construction work is scheduled to begin on the new facility on Wednesday, March 17, 2010. The facility will be completed in approximately one year.

Financial Impact:

The not to exceed cost for this construction phase assistance from the project’s architectural design team is \$164,459. This equates to approximately 4.34% of the project’s approximately \$3.8 million construction contract amount. Industry standard for construction management/administration assistance is in the 12%-15% range, which for this project would be \$450,588 to \$563,235. We have been able to reduce this cost substantially and save the city approximately \$300,000 in consultant fees by being able to use in-house resources to provide a good deal of the project’s construction oversight, inspection, management and administration.

Current Project Budget Status:

Approximate remaining budget.....	\$ 4,691,800
Construction contract amount.....	(\$ 3,754,900)
Sales Tax (9.5%).....	(\$ 356,715)
Construction contingency (6%).....	(\$ 246,585)
Architectural team construction assistance	(\$ 164,459)
Additional construction assistance	(\$ 65,000)
City-furnished equipment/furnishings.....	(\$ 39,500)
Currently Unallocated Project Budget	\$ 64,641

Recommended Motion:

Move to authorize the City Manager to execute Supplemental Agreement, Amendment #4, to existing consultant services agreement C2008-123 with TCF Architects in an amount not to exceed \$164,459.00, for construction management and administration assistance for the city’s new Public Works and Parks Operations and Maintenance Facility Project.

SCOPE OF SERVICES
FOR
CONSTRUCTION PHASE SERVICES
CITY OF SAMMAMISH
OPERATIONS & MAINTENANCE CENTER
Contract Agreement #C2008-123
Supplemental Agreement – Amendment No. 4

I. GENERAL ADMINISTRATION

1. The services described herein, along with the associated compensation, will become, by supplemental agreement, a part of the professional services agreement (City Contract No. C2008-123 and any subsequent Supplemental Agreements thereto) between TCF Architecture, pllc, and the City of Sammamish.
2. Definitions:
 - The Project: City of Sammamish Maintenance & Operations Center (MOC).
 - The Work: All work required to be provided by the General Contractor under the provisions of the Contract Documents.
 - The City: The City of Sammamish, also known as the Owner of the project. The City will assign an individual responsible as the City's "Project Manager". TCF Architecture will report directly to this individual for normal day-to-day Construction Administration activities and direction.
 - The Consultant: "TCF Architecture"; 902 North 2nd Street, Tacoma, WA 98403. When the term TCF is used, it shall also include other sub-consulting firms as defined below. Any references made to "the Architect", shall mean TCF Architecture.
 - Subconsultant: Professional service firms under contract with TCF for this Project.
 - Contractor: The general Contractor licensed in the State of Washington and contracted by the City to construct the Project.
 - Subcontractor: Sub contracting firms hired by the Contractor to construct portions of the Project.
3. Compensation and Time: As stipulated in Attachment A.2, "Summary of Compensation".
4. Summary of Attachments
 - Attachment A-2: Schedule of Compensation

ATTACHMENT A-1

- Attachment A2.1: Civil Engineering – AHBL Engineers, Inc.: Scope of Services
 - Attachment A2.2: MEP Engineering - BCE Engineers, Inc.:
 - Attachment A2.3: Landscape Architecture – The Berger Partnership (TBP):
5. TCF shall advise and consult with the City during the provision of the Construction Administration Services described herein.
 6. TCF shall NOT have authority to direct the Contractor. In matters pertaining to the interpretation of the Contract Documents and “Design Intent”, TCF will provide the City with recommended actions as provided herein. The City shall be responsible for directly issuing correspondence related to contract compliance to the Contractor and for directing the Contractor as necessary in the construction of the project.
 7. TCF shall provide administration of the Contract between the City and the Contractor as set forth herein and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Supplemental Agreement as modified by the City and approved by TCF. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Supplemental Agreement only to the extent that they are consistent with this Supplemental Agreement or approved in writing by TCF.
 8. TCF’s responsibility to provide the Contract Administration Services under this Supplemental Agreement commences with execution of the Supplemental Agreement for Contract Administration services, and terminates at the issuance of the final Certificate for Payment to the City by TCF for its services. If, through no fault of its own, TCF’s services are required more than sixty (60) days beyond the established Contract date of Substantial Completion, and if available fees for Additional Services have been exhausted through the normal course of the construction schedule, TCF will be entitled to a change in services if additional services are requested by the City.
 9. Duties, responsibilities and limitations of authority of TCF under this Article shall not be restricted, modified or extended without written authorization of the City and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
 10. At the request of the City, TCF shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by TCF and the City and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
 11. If deemed appropriate by TCF, TCF shall at the City’s request and on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
 12. TCF shall interpret and decide matters concerning performance of the City and Contractor under, and requirements of, the Contract Documents on written request of the City. TCF's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

ATTACHMENT A-1

13. Interpretations and decisions of TCF shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, TCF shall endeavor to secure faithful performance by both City and Contractor, and shall not be liable for the results of interpretations or decisions so rendered in good faith. On matters of aesthetics, the City will endeavor to implement the recommendation
14. At the request of the City, TCF shall render initial recommendations/advice decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents.

II. EVALUATION OF THE WORK

1. TCF, as a representative of the City, shall: (1) visit the site at intervals appropriate to the stage of the Contractor's operations, and as otherwise agreed by the City and TCF herein, to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed; (2) guard the City against defects and deficiencies in the Work; and (3) determine if the Work is being performed in accordance with the intent of the Contract Documents. TCF is not responsible for the Contractor's scheduling, and shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. TCF shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
2. TCF shall assist the City in conducting a Pre-Construction meeting and regular weekly progress meetings (as mutually determined with the City and within the available fee budgets) between the Contractor and representatives of the City in accordance with the Contract Documents. In addition, TCF shall conduct Pre-Installation conferences, and other site meetings as appropriate (and as available fee budgets allow or as additionally negotiated) to monitor the progress of the Work.
3. TCF shall promptly report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, TCF shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. TCF shall be responsible for, and hold the City harmless from, TCF's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or of any other persons or entities performing portions of the Work.
4. TCF shall at all times have access to the Work wherever it is in preparation or progress.
5. TCF shall have authority to recommend rejection of Work that does not conform to the Contract Documents. Whenever TCF considers it necessary or advisable, TCF will recommend to the City the inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

ATTACHMENT A-1**III. SUBMITTALS**

1. As requested by the City, TCF shall review and approve or note other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the Design Intent expressed in the Contract Documents. TCF'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, while allowing sufficient time in TCF'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
2. As requested by the City, TCF shall review the schedule of submittals furnished by the Contractor and maintain a record of the submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
3. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, TCF shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to TCF. TCF shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certification or approvals performed by such design professionals.

IV. CLARIFICATIONS

1. As requested by the City, TCF shall review and respond to properly prepared Requests for Information (RFI's) from the Contractor about the Contract Documents submitted on the approved Request for Information (RFI) form. In the event that the response to an RFI is determined to be grounds for a Change to the Contract Sum, Contract Time, or both, Changes to the Work will be executed as defined in the project Contract Documents and under Section 5 of this Supplemental Agreement. An Architect's Supplemental Instruction ASI may be issued with TCF's RFI response as indicated below. TCF shall maintain a record of and copies of the Contractor's RFI's and all written directives and memoranda, and shall forward copies to the City. The RFI's shall be numbered sequentially and TCF shall maintain a log of all RFI's indicating receipt, distribution, action and resolution for each RFI.
2. If authorized by the City during the course of the Work, TCF shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to Requests for Information by the Contractor. An ASI form will be prepared for each successive ASI item, indicating supplemental information for the Contractor's use not generally involving a Change to the Contract Time or Contract Sum. TCF shall maintain a log of ASI's.

ATTACHMENT A-1**V. CHANGES IN THE WORK**

1. At the direction/request of the City, TCF shall prepare Change Orders, Proposal Requests, and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. With the consent of the City, TCF may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, and subject to City approval, TCF shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted or modified.
2. At the direction/request of the City, TCF shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit TCF to make a reasonable recommendation to the City without extensive investigation or preparation of additional drawings or specifications. If TCF determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, TCF may issue an order for a minor change in the Work, with the consent of the City, or recommend to the City that the requested change be denied.
3. If TCF determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, TCF shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization by the City, and based upon information furnished by the Contractor, if any, TCF shall review the Contractor's estimate and recommend to the City the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of TCF. With the City's approval, TCF shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
4. TCF shall maintain records relative to changes in the Work. TCF shall submit monthly logs to the City categorizing all Proposal Requests, RFIs, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

VI. CERTIFICATION OF PAYMENTS TO CONTRACTOR

1. As directed by the City, TCF shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. TCF's certification for payment shall constitute a representation to the City, based on TCF's evaluation of the Work as provided under this agreement, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of TCF's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by TCF.

ATTACHMENT A-1

2. The issuance of a Certificate for Payment shall not be a representation that TCF has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors of any tier and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. TCF shall maintain a record of the Contractor's Applications for Payment.
4. The City shall be responsible for maintaining and filing all Payment forms and documentation. Copies of Payment Applications will be forwarded to TCF.

VII. PROJECT COMPLETION

1. At the request of the City, TCF shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall advise the City of those recommended dates, and shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
2. TCF's review of the Work shall be conducted with the City's Project Manager to determine conformance of the Work with the requirements of the Contract Documents and to verify completion of items noted in the list of Work to be completed or corrected as submitted by the Contractor.
3. When the work is found to be substantially complete, TCF shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.
4. If it becomes necessary for TCF to make additional back-checks, as a result of the Contractor's non-performance or inability to complete the Work, TCF shall notify the City. If additional services by TCF are required and authorized by the City, TCF may be due a Change in Service, if such services are not included in the scope of services authorized by this Supplemental Agreement. The City may elect to back charge the Contractor for this expense as provided for in the General Conditions of the Contract Documents.
5. Once the Project is deemed to be Substantially Complete in the opinion of TCF, TCF shall notify the City, in writing, that Substantial Completion has been achieved. At the request of the City, TCF will prepare a Certificate of Substantial Completion for signature by the Contractor and the City. At the request of the City, TCF and its Subconsultants shall review and check for conformance with the Contract Documents, all Operations and Maintenance Manuals required by the Contract Documents. TCF shall generally review records, written warranties and related documents required to be provided by the Contractor in the Contract Documents, including the Contractor's own written list of items needed to be completed.
6. TCF shall assist the City in receiving final Closeout documentation from the Contractor as required in the Contract Documents including, but not limited to: (1) final payment request with final releases and supporting documentation, warranties, bonds, and certificates of insurance of products; (2)

ATTACHMENT A-1

updated final statement, accounting for additional (final) changes to the Contract Sum; (3) certified copy of Architect's final punch list of itemized work to be completed; (4) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment as set forth in the Performance Bonds; (5) final liquidated damages settlement statement (if any); (6) evidence of continuing insurance coverage complying with the insurance requirements of the Contract Documents; (7) Certificate of Occupancy from permitting jurisdiction; (8) Record Documents; and (9) Other Closeout Submittals required by the City and other agencies having jurisdiction.

7. TCF will assist the City in the process of achieving Final Contract Acceptance including subsequent site visits to check on acceptable completion and remaining minor Punch List items, within available hourly fee budgets or as negotiated if fee budgets have been depleted. TCF shall make recommendation regarding Final Payment to the Contractor based upon a final review of the Work indicating the Work complies with the requirements of the Contract Documents.

VIII. PROJECT CLOSEOUT

1. TCF's responsibility to provide Basic Services for the Close-Out Phase under this Agreement commences with the Date of Substantial Completion set by the City and ends upon the City's Final Acceptance of the Work. TCF shall be compensated as a Change in Services for services performed during the Close-Out Phase if completion of the Close-Out Phase is extended beyond ninety (90) days after the Date of Substantial Completion through no fault of TCF.
2. TCF shall conduct inspections regarding the date of Final Completion and shall advise the City of that recommended date. At Substantial Completion, TCF, in conjunction with the City and applicable subconsultants, shall prepare a "punch list" of observed items requiring correction, completion or replacement by the Contractor. Pursuant to State [Board of Education??] regulations, TCF shall review the Project upon Final Completion to determine compliance with the Contract Documents and shall issue a final Certificate for Payment based upon TCF's determination that the Work is completed in compliance with the requirements of the Contract Documents.

IX. AS-BUILTS

1. As directed by the City, TCF shall review As-Built documents provided by the Contractor for general compliance and clarity. If, in the opinion of TCF, Contractor-provided As-Built documents are determined to be unacceptable, TCF will return the documents to the Contractor for re-submittal.
2. Once the As-Built documents have been completed in a manner acceptable to the City, TCF shall prepare final electronic As-Built Drawings and other documents in AutoCAD format.
3. TCF shall provide the City with compact disks containing all AutoCAD files of drawings, .pdf files of all drawings, and .pdf files of project specifications. TCF shall facilitate the process of scanning and converting all Project Shop Drawings and other submittal documents into .pdf format. All scanning and conversion costs associated with this activity shall be paid for directly between the City and the selected printing company.

ATTACHMENT A-1

- 4. TCF files will be provided on labeled compact disks (CD's) and organized in a 3-Ring Binder for submittal to the City.

X. WARRANTY PERIOD

- 1. If provided for in the "Summary Compensation", TCF shall provide limited services for a period of twelve months, following the date of Substantial Completion, to assist the City during the one year Warranty period. Such services may include assisting the City in the preparation of correspondence between the City and the Contractor, and visiting the facility to perform a one-year evaluation of the Work.

AUTHORIZED SIGNATURES



 Randy Cook, AIA, LEED AP, Principal

2.10.10

 Date

 Ben Yazici, City Manager, City of Sammamish

 Date

BASIC SERVICES FEE CALCULATIONS

The calculations below utilize the estimated MACC budgets, developed during the Pre-Design Phase, and a blend of Schedules B and C from the current Washington State "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" (published 2007), as published by the State of Washington Office of Finance Management.

Description	MACC	Fee % (Basic Services)	Basic Services Fee	Remarks
SHOP & CREW BUILDING	\$3,000,000	9.13%	\$273,900	State Schedule B
SITE	\$1,100,000	8.62%	\$94,820	State Schedule C
TOTAL "MACC" BUDGET	\$4,100,000	8.99%	\$368,720	Blended Schedule Percentage

BASIC SERVICES FEE ALLOCATION BY PHASE (Shared by TCF / AHBL - Structural / BCE - Mech/Elect/plumbing)

Description	Fee %	Fee	Remarks
Schematic Design	15.00%	\$55,308	See Contract Amendment No. 1
Design Development	22.00%	\$81,118	See Contract Amendment No. 1
Construction Documents	40.00%	\$147,488	See Contract Amendment No. 1
Bidding	3.00%	\$11,062	See Contract Amendment No. 1
Construction Administration / C.O.	20.00%	\$73,744	TCF: \$51,621; BCE: \$13,620; AHBL: \$8,503
TOTAL BASIC SERVICES FEES	100.00%	\$368,720	
Total Basic Services for this Amendment (CA Phase Services only)		\$73,744	

ADDITIONAL SERVICES

TCF Additional Services	Visits	Est. Hours	Average Rate	Fee
Additional Construction Phase Site Visits		130	\$125	\$16,250
Additional CA Phase Office Time		130	\$125	\$16,250
Architectural As-Builts		40	\$100	\$4,000
Final Acceptance/Completion Period		60	\$125	\$7,500
Warranty Period Services		20	\$125	\$2,500
SUBTOTAL TCF ADDITIONAL SERVICES				\$46,500

Consultant Additional Services

	Consultant Fee	15% TCF Mark-up	Total Fee	Discipline Totals
AS-1 MEP Engineering - BCE Engineers	\$9,300			\$10,695
Additional Site Visits (Fixed fee)	\$5,500	\$825	\$6,325	In addition to Basic Services. See BCE Proposal
As-Builts (Fixed fee)	\$3,800	\$570	\$4,370	
AS-2 Civil Engineering	\$16,000			\$18,400
Fixed Fee	\$16,000	\$2,400	\$18,400	See AHBL Proposal. (Incl. estimated reimb expenses)
AS-3 Landscape Architecture	\$8,000			\$9,200
Fixed Fee	\$8,000	\$1,200	\$9,200	See Berger Proposal (Incl. estimated reimb expenses)
AS-4 Structural Engineering - AHBL	\$0			\$0
Fixed Fee	\$0	\$0	\$0	In addition to Basic Services. See AHBL Proposal
AS-5 Hardware Consulting - Gordon Adams	\$800			\$920
Fixed Fee	\$800	\$120	\$920	
Total Consultant Additional Services	\$34,100	\$5,115	\$39,215	\$39,215

SUBTOTAL ADDITIONAL SERVICES (TCF + Consultants)

\$85,715

TOTAL PROPOSED FEE (See Grand Total Below)

\$159,459

Not Including CA Phase Services

REIMBURSABLE EXPENSES

Team Budget for miscellaneous direct expenses through the construction phase.	\$5,000	
SUBTOTAL INCLUDING REIMBURSABLE EXPENSES	\$164,459	

MANAGEMENT RESERVE FUND (MRF)

Contingency fund for City to allocate as mutually determined with TCF for additional Consulting services.	\$0	Not included.
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GRAND TOTAL (Including Reimbursables Budget and Management Reserve Fund)

\$164,459

ASSUMPTIONS AND EXCLUSIONS

- Owner-contracted Services:** Owner will contract separately with the following: Site surveying; geotechnical engineering, environmental engineering, wetlands, arborist, traffic engineering, construction phase testing services, and other services not listed herein or as provided via separate amendment
- Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions.
- Printing Costs:** The City will pay the selected printing vendor directly for all printing required during the construction phase, except for printing required to be provided by the general contractor.



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: March 11, 2010

Originating Department: Public Works

Clearances:

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

Subject: Tree Farm Subdivision Pavement Patching Project Acceptance
Contract #C2009-164 with Northwest Asphalt, Inc.
Final Project Acceptance

Action Required: Adopt the attached Resolution accepting the Tree Farm Pavement Patching Project as complete.

Exhibits: 1. Resolution of Project Acceptance

Budget: The total budget available for the City's 2009 Pavement Management Program work was \$1,734,440. The adopted 2009 Transportation Capital Improvement Fund budget, Fund 340, included \$1,280,000 in the Pavement Management Program. Additional funding in the amount of \$454,000 was made available for this project through an agreement with Puget Sound Energy. This additional funding was for payment for the overlay on Sahalee Way NE. The project was completed within this available budget.

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project specifications and all other contract documents and requirements. The recommended action approves the final contract amount and constitutes the final acceptance of the work.

Background:

This project was initiated in the late summer of 2009 to perform pavement patching that was needed before the placement of a chip and fog seal on the local residential streets in the Tree Farm Neighborhood. The chip seal work is scheduled to be completed in the summer of 2010. The project also included repair of some localized pavement failures in the intersection of 228th Avenue SE and Issaquah Pine Lake Road, and on 218th Avenue SE near SE 8th Street.

In August, 2009 Northwest Asphalt Inc. was awarded a contract in the amount of \$101,482.00 to perform the work on this project. Work on the project occurred between September 2009 and February 2010.



City Council Agenda Bill

Financial Impact:

2009 Pavement Management Program Budget Reconciliation:

Total Available Program Budget:	\$1,734,440.00
Total 2009 Program Expenditures ¹ :	<u>(\$1,523,926.86)</u>
Remaining Unexpended 2009 Program Budget:	\$210,513.94

Contract #C2009-164 Reconciliation:

Original Contract Award Amount:	\$101,482.00
10% Contract Contingency Authorization:	<u>\$10,148.20</u>
Total Contract Not to Exceed amount:	\$111,630.20
Final Contract Expenditure Amount:	<u>(\$108,038.00)</u>
Final Contract Amount Under Authorization:	\$3,592.20

As can be seen from the above financial reconciliation information, work under Contract #C2009-164 was completed at **3.2% under** the authorized total contract amount and the total 2009 pavement management program work was completed at **12.1% under** the adopted 2009 budget amount.

¹ Program expenditures include the 2009 Overlay Contract (Contract #C2009-156 with Watson Asphalt Paving Co.), the Tree Farm Neighborhood Patching Contract (Contract #C2009-164 with Northwest Asphalt, Inc.), roadway maintenance work performed for the city by the King County Roads Department, project informational signs, material testing, project advertising for construction and city-wide pavement condition rating work.

Recommended Motion:

Approve the final contract amount of \$108,038.00 for Contract #C2009-164 with Northwest Asphalt Inc. and adopt Resolution No. R2010-_____ accepting the project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010- 000**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE TREE FARMS
NEIGHBORHOOD PAVEMENT PATCHING AS COMPLETE.**

WHEREAS, at the Council meeting of July 21, 2009 the City Council authorized award of the construction contract for the Tree Farms Neighborhood Pavement Patching; and

WHEREAS, the City Manager entered into Contract C2009-164 for construction of the Tree Farms Neighborhood Pavement Patching with Northwest Asphalt, on August 25, 2009; and

WHEREAS, the project was substantially completed by the contractor on February 8, 2010; and

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

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

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

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 16th DAY OF March 2010.**

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: March 10, 2010
Passed by the City Council: March 16, 2010
Resolution No.: **R2010-000**



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: March 11, 2010

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: 2009 Pavement Preservation Project (2009 Overlay Project) Acceptance
 Contract #C2009-156 with Watson Asphalt Paving Co.
 Final Project Acceptance

Action Required: Adopt the attached Resolution accepting the 2009 Pavement Preservation Program Project as complete.

Exhibits: 1. Resolution of Project Acceptance

Budget: The total budget available for the City's 2009 Pavement Management Program work was \$1,734,440. The adopted 2009 Transportation Capital Improvement Fund budget, Fund 340, included \$1,280,000 in the Pavement Management Program. Additional funding in the amount of \$454,000 was made available for this project through an agreement with Puget Sound Energy. This additional funding was for payment for the overlay on Sahalee Way NE. The project was completed within this available budget.

Summary Statement:

All work for the above referenced project has been completed in accordance with the project specifications and all other project contract documents and requirements. The recommended action approves the final contract amount and constitutes the city's final acceptance of the work.

Background:

The 2009 Pavement Management Program marked the first year that City staff assumed complete management of the city's annual paving projects. In addition, the City took over management from Puget Sound Energy (PSE) for the overlay of Sahalee Way between NE 25th and the north City limit. PSE was required to repave this portion of Sahalee Way as part of a gas main installation project that had begun in 2008.



City Council Agenda Bill

In June, 2009 Watson Asphalt Paving Company was awarded the contract in the amount of \$1,294,630.87 to perform the work on this project. Work on the project occurred between June and December, 2009.

Streets overlaid as part of this project included SE 32nd St, Sahalee Way, and portions of Louis Thompson Hill Road/212th Avenue SE.

Financial Impact:

2009 Pavement Management Program Budget Reconciliation:

Total Available Program Budget:	\$1,734,440.00
Total 2009 Program Expenditures ¹ :	<u>(\$1,523,926.86)</u>
Remaining Unexpended 2009 Program Budget:	\$210,513.94

Contract #C2009-156 Reconciliation:

Original Contract Award Amount:	\$1,294,630.87
10% Contract Contingency Authorization:	<u>\$129,463.08</u>
Total Contract Not to exceed Amount:	\$1,434,093.95
Final Contract Expenditures:	<u>(\$1,350,830.91)</u>
Final Contract Amount <u>Under</u> Authorization:	\$83,263.94

As can be seen from the above financial reconciliation information, work under Contract #C2009-156 was completed at **5.8% under** the authorized total contract amount and the total 2009 pavement management program work was completed at **12.1% under** the adopted 2009 budget amount.

¹ Program expenditures include the 2009 Overlay Contract (Contract #C2009-156 with Watson Asphalt Paving Co.), the Tree Farm Neighborhood Patching Contract (Contract #C2009-164 with Northwest Asphalt, Inc.), roadway maintenance work performed for the city by the King County Roads Department, project informational signs, material testing, project advertising for construction and city-wide pavement condition rating work.

Recommended Motion:

Approve the final contract amount of \$1,350,830.91 for Contract #C2009-156 with Watson Asphalt Paving Co. and adopt Resolution No. R2010-_____ accepting the project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010- 000**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2009 PAVEMENT
PRESERVATION PROGRAM AS COMPLETE.**

WHEREAS, at the Council meeting of June 16, 2009 the City Council authorized award of the construction contract for the 2009 Pavement Preservation Program; and

WHEREAS, the City Manager entered into Contract C2009-156 for construction of the 2009 Pavement Preservation Program with Watson Asphalt Paving Company, Inc., on June 19, 2009; and

WHEREAS, the project was substantially completed by the contractor on December 3, 2009; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2009 Pavement Preservation Program as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 16th DAY OF MARCH 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

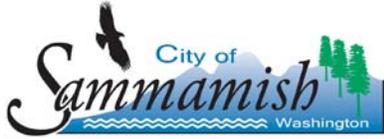
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 29, 2009

Passed by the City Council: May 5, 2009

Resolution No.: **R2010-000**



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: March 10, 2010

Originating Department: Community Development

Clearances:

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

Subject: Continued public hearing and second reading of a proposed ordinance accepting the Aldarra/Montaine proposed annexation 60% petition.

Action Required: Motion to Adopt Ordinance

Exhibits:

1. Exhibit A, legal description
2. Exhibit B, map
3. Exhibit C, Ordinance

Budget: A net gain in revenue to the city of approximately \$75,000 under current conditions is expected.

Summary Statement:

This ordinance accepts the Aldarra/Montaine subdivisions 60% petition and authorizes the City Manager, and/or his designees to prepare and submit a Notice of Intention to annex the area into Sammamish to the King County Boundary Review Board. The ordinance also establishes July 10th as the effective date of the annexation. The following is list of key dates in the annexation process.

- **March 2nd** Council 1st reading 60%
- **March 9th** Meeting with Property Owners of Aldarra and Montaine Subdivisions
- **March 9th** Council Study Session with Financial Analysis
- March 15th** Meeting with Chief Conner and Representatives of Fire District 27 to discuss operational and financial transition options
- **March 16th** Council 2nd reading/adoption of 60%
- **March 19th** NOI submittal received by BRB (invoke jurisdiction and start of 120 window)
- **April 8th** BRB Meeting
- **May** BRB Hearing (TBD)
- **June 10th** BRB Meeting and Decision
- **July 10th** Annexation Effective Date
- **August 1st** Statutory deadline for 2011 property taxes
- **July 10th to December 31, 2010** Fire District 27 and King County Road Property taxes levied for 2010, but not yet collected, flow to the City of Sammamish. Delinquent taxes remain accounts receivable to King County and Fire District 27.



City Council Agenda Bill

Background:

Under state law, parties may initiate an annexation of property into the City by submitting a petition signed by the owners of 10% of the assessed value of property within the annexation area. In February 2009 the City received a 10% petition from owners of property within the Aldarra/Montaine subdivisions.

At the April 7, 2009 regular meeting the City Council adopted Resolution No. R2009-362 accepting the 10 percent petition and authorizing the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the proposed annexation area. Petition signers also consented to the pro-rata share of existing city indebtedness, if any.

The Aldarra/Montaine subdivision submitted a 60% petition on February 1, 2010, and the King County Assessor confirmed that the signatures were owners of property located within the annexation area. State law calls for the City Council to hold a public hearing on a 60% petition and, if the annexation is approved, to thereafter adopt an ordinance annexing the area.

Financial Impact:

Based on the estimated revenues and expenses listed above the proposed annexation is estimated to be a slight net gain in revenue to the city of approximately \$75,000 under current conditions and is assumed to be at full development. It should be noted that given the limited cost and revenue history of Sammamish, future cost increases necessary to serve this area could further outpace the rate of increases in future revenues.

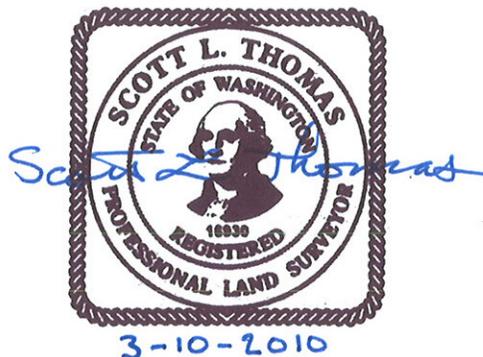
Recommended Motion:

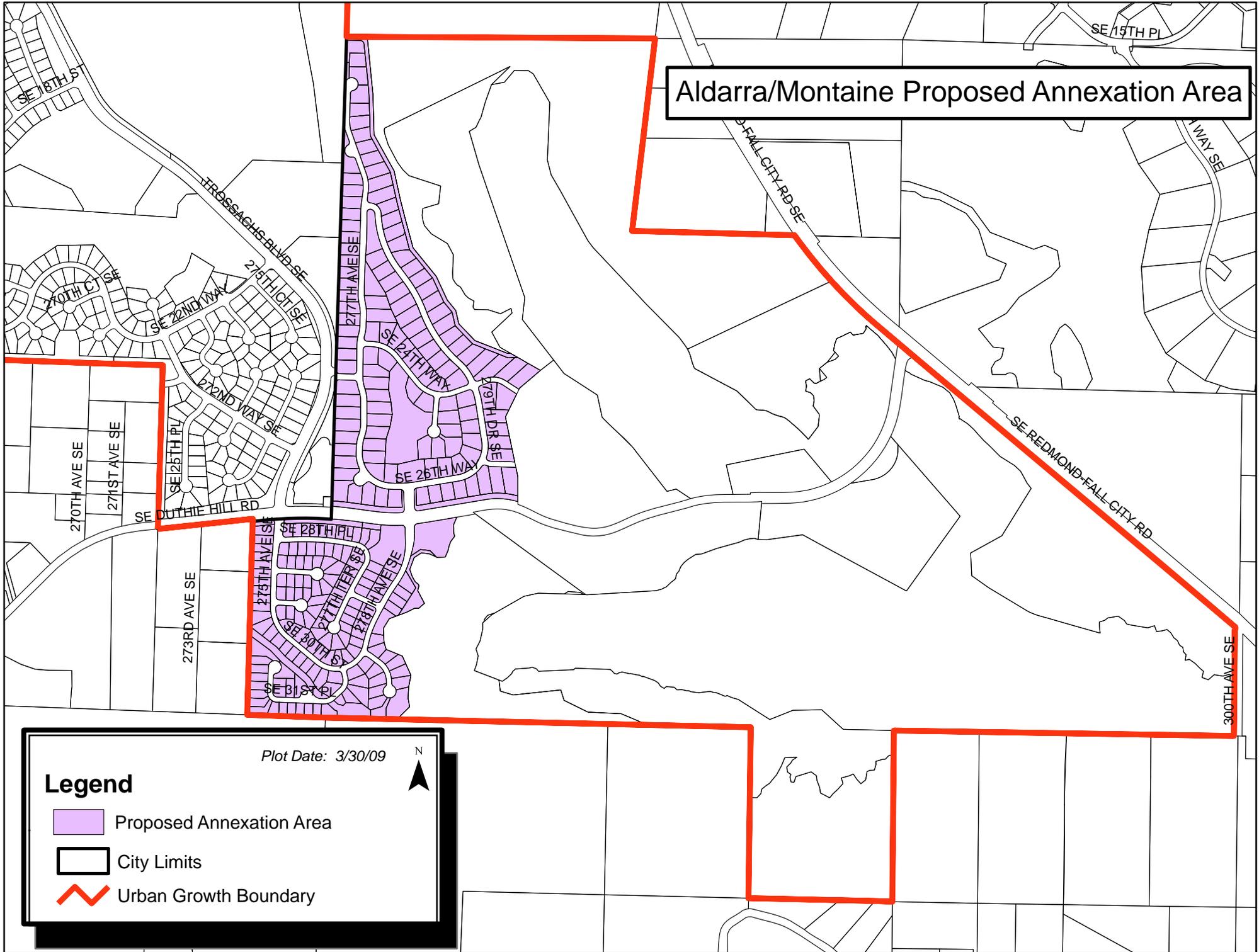
Motion to adopt the ordinance accepting the 60% petition, establishing an effective date and authorizing staff to submit the Notice of Intention to the Boundary Review Board.

EXHIBIT 'A'
ALDARRA DIVISION NO. 1, 3, & 4
ANNEXATION LEGAL DESCRIPTION

That portion of the Northeast quarter, of Section 12, Township 24 North, Range 6 East, W.M., and the Northwest quarter, of Section 7, and the Southwest quarter, of Section 6, Township 24 North, Range 7 East, W.M. and described as follows:

BEGINNING at the Northwest corner of Lot 'A', of King County Boundary Line Adjustment No. L97L0174, recorded under recording No. 9904229003 and amended by 20010403001504; THENCE Southerly 20.18 feet, along the Westerly line of said Lot 'A' to the Northwest corner of Aldarra Division No. 4, as recorded in Volume 226 of Plats, at pages 1-8 and recorded under Auditor's Fee Number 20050111001069, records of King County, Washington; THENCE Southerly, along the West line of said Plat, to the Southwest corner of said Plat; THENCE Easterly, along the Southerly line of said Plat of Aldarra Division No. 4 and the Southerly line of Aldarra Division No. 3, as recorded in Volume 218 of Plats, at pages 84-93 and recorded under Auditor's Fee Number 2003112500507, records of King County, Washington to the Southeast corner of Tract 'AD' of said Division No. 3; THENCE Northerly, along the Easterly line of Tract 'AD', Lots 65-70, Tract 'Z', Lot 71, Tract 'W' and Tract 'U' to the Southerly margin of said SE Duthie Hill Road; THENCE Easterly, along said Southerly margin, to the Southerly extension of the Easterly line of Lot 8 of Aldarra Division No. 1, as recorded in Volume 199 of Plats, at pages 72-88 and recorded under Auditor's File Number 20010508000780, records of King County, Washington; THENCE Northerly, along said Southerly extension and the Easterly line of Lot 8, the SE 26th St. right-of-way, Lots 9-12, Lot 14, the SE 24th St. right-of-way, the Easterly and Northeasterly lines of Lot 15, and the Northeasterly line of Lot 16 and the Northeasterly and Easterly line of Tract 'H', to the Northeast corner of said Tract 'H'; THENCE Westerly to the Northwest corner of said Tract 'H' and the Westerly line of said Plat of Aldarra Division No. 1; THENCE Southerly, along the Westerly line of said plat of Aldarra Division No. 1 and its Southerly extension to the Northerly line of Lot 'A' of King County Boundary Line Adjustment No. L97L0174, recorded under recording No. 9904229003, and amended by 20010403001504 ; THENCE Westerly, along said Northerly line of said Lot 'A', to the POINT OF BEGINNING.





Aldarra/Montaine Proposed Annexation Area

Plot Date: 3/30/09

Legend

- Proposed Annexation Area
- City Limits
- Urban Growth Boundary

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH ANNEXING THE ALDARRA
ESTATES AND MONTAINE SUBDIVISIONS EFFECTIVE JULY 10, 2010.**

WHEREAS, RCW 35A.14.120 provides that “proceedings for initiating annexation of unincorporated territory to a charter code city or non-charter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed,” but that “prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings;” and

WHEREAS, the Aldarra subdivision is contiguous and located in unincorporated King County directly north of SE Duthie Hill Road and east of Trossachs Boulevard SE in a Potential Annexation Area (PAA) adopted by the City Council in 2006 and 2007; and

WHEREAS, the Montaine Subdivision is located south of SE Duthie Hill Road and just east of 273rd Avenue SE in a Potential Annexation Area (PAA) adopted by the City Council in 2006 and 2007; and

WHEREAS, on April 21, 2008 the City Council adopted Ordinances O2008-O228 and –O229, which adopted contingent zoning and comprehensive plan land use designations for such PAAs to be effective upon their annexation; and

WHEREAS, on February 27, 2009, residents of the Aldarra/Montaine subdivisions notified the city of their intent to commence annexation proceedings, by submitting a letter with the signatures of the owners of not less than ten percent in value of the proposed annexation area; and

WHEREAS, on April 7, 2009 as part of the regular City Council meeting the City Council approved resolution R2009-362 that accepted the 10 percent annexation petition and authorized the initiating parties to circulate an annexation petition seeking the signatures of the owners of at least 60% of the assessed valuation of property within the annexation area; and

WHEREAS, on February 1, 2010 a petition was submitted to the City of Sammamish that included the signatures of the owners of at least 60% of the assessed valuation of property within the annexation area; and

WHEREAS, pursuant to RCW 35A.01.040 (9), the petition was forwarded to the King County Assessor for a determination as to the sufficiency of signatures thereon; and

WHEREAS, on February 24, 2010 the King County Assessor determined that the petition contains the signatures of the owners of 60% of the assessed valuation of property located within the proposed Aldarra/Montaine subdivisions, and so notified the City of Sammamish of that determination in writing; and

WHEREAS, on March 2, 2010 and March 16, 2010 the Sammamish City Council held a public hearing following publication of notice thereof as provided in RCW 35A.14.130; and

WHEREAS, the City of Sammamish desires to annex the area described and shown in the petition.

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

Section 1. Annexation. The City of Sammamish hereby annexes those portions of the Aldarra/Montaine subdivisions which are legally described in Exhibit A and depicted on the map in Exhibit B (“Aldarra/Montaine Property”), which exhibits are attached hereto and incorporated herein by reference. The City Manager or designee is authorized to prepare and submit a Notice of Intention to annex the Aldarra/Montaine Property to the King County Boundary Review Board.

Section 2. Conditions Upon Annexation.

A. Comprehensive Plan and zoning designations. All properties within the Aldarra/Montaine Property shall be subject to the Comprehensive Plan and zoning designations previously adopted and set forth in City of Sammamish Ordinance Nos. 2008-0228 and 2008-0229.

B. Assumption of Existing Indebtedness. All property within the Aldarra/Montaine subdivisions shall be assessed and taxed at the same rate and on the same basis as the property in the City of Sammamish is assessed and taxed to pay for the portion of outstanding city indebtedness, if any, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the effective date of the annexation in Section 1 of this Ordinance.

Section 3. Effective Date. **This ordinance shall be effective on July 10, 2010, following passage and publication as provided by law and the King County Boundary Review Board’s approval of the annexation of the Aldarra/Montaine Property.**

Section 4. Certification of Ordinance to King County. Pursuant to RCW 35A.14.140, upon passage the City Clerk is directed to file a certified copy of this Ordinance with the King County Council.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF March, 2010

CITY OF SAMMAMISH

Deputy Mayor Nancy Whitten

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 22, 2010
Public Hearing: March 2, 2010
First Reading: March 2, 2010
Public Hearing: March 16, 2010
Passed by the City Council:
Publication Date:
Effective Date: July 10, 2010



City Council Agenda Bill

Meeting Date: March 16, 2010

Date Submitted: March 11, 2010

Originating Department: Community Development

Clearances:

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

Subject: Amendments to Wireless Communication Facilities (WCF) SMC 21A.55

Action Required: Open and continue the public hearing

Exhibits: Exhibits provided at the March 2nd meeting

Budget: n/a

Summary Statement:

In coordination with the city attorney's office, staff has been working to revise the Wireless Communication Facilities ordinance to codify existing emergency ordinances and to address housekeeping issues, grammatical errors, and changes in technology. During their review process, the Planning Commission also asked staff to address growing concerns over visual impacts. The Commission expressed specific concern about the possibility of another WCF constructed on a light standard, similar to that of the one recently built in the Trossachs subdivision. Thus, the proposed WCF ordinance prohibits new WCF's within the city right-of-way (ROW) from utilizing light standards as defined. Since the planning commission review, this version of the amended draft WCF ordinance was also edited by staff to improve clarity and organization.

At the City Council meeting of March 2nd, 2010, the Council requested that staff research potential height limitations. So that this research can occur, the hearing is proposed to be further continued. Because the last hearing session on March 2nd was continued to a date certain (March 16th) the council should open the public hearing, allow testimony if any, and further continue the hearing to April 20, 2010.

Financial Impact:

n/a

Recommended Motion:

Continue the public hearing to April 20, 2010