



City Council, Regular Meeting/Study Session

AGENDA

April 6, 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: Child Abuse Prevention Month**

Consent Agenda

1. Payroll for pay period ending March 31, 2010 for pay date April 5, 2010 in the amount of \$256,113.05
2. Approval: Claims for period ending April 6, 2010 in the amount of \$1,170,121.47 for Check No.26076 through No.26212
3. Approval: Notes for March 15, 2010 Study Session Meeting
4. Approval: Minutes for March 16, 2010 Regular Meeting
5. Contract: Pine Lake Park Roof Replacement/Carson Construction
6. Contract: Special Event Sound Production/Live Sound
7. Contract: Maintenance & Operations Center Special Inspections/Kleinfelder

Council Reports

City Manager Report

- Human Service Grants
- Klahanie Park – Memorandum of Understanding
- Beaver Lake Park – Sanitary Sewer System

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.

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(b) and Potential Litigation pursuant to RCW 42.30.110(1)(i)

Adjournment

Close Regular Meeting

Open Study Session

- Town Center Development Regulations

<< March

April 2010

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 5:30 p.m. City Council Office Hour	6 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	7 5:30 p.m. Parks and Recreation Commission Meeting 6 p.m. Art Exhibit Reception - CODEX SEVERIN	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 Canceled	16	17 10 a.m. Sammamish Walks
18	19 5:30 p.m. City Council Office Hour 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	

<< April

May 2010

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	5	6 6:30 p.m. Planning Commission Meeting	7	8
9	10	11 6:30 p.m. City Council Study Session	12 6:30 p.m. Parks and Recreation Commission Meeting	13	14	15 9 a.m. Bikes for Africa 10 a.m. Sammamish Walks
16	17 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	18 6:30 p.m. City Council Meeting	19 6 p.m. Sammamish Youth Board Meeting	20 6:30 p.m. Planning Commission Meeting	21	22
23	24	25	26	27	28	29
30	31					

AGENDA CALENDAR

April 2010			
Tues 04/06	6:30 pm	Regular Council (1 st) Meeting/Study Session	Town Center Development Regulations (ss)(1.5 - 2 hours) Contract: Special Inspections MOC/Kleinfelder (consent) Contract: Pine Lake Park Roof Replacement/Carson Construction (consent) Contract: Special Event Sound Production/Live Sound (consent) Humans Service Grants (CM Report) Beaver Lake Park – Sanitary Sewer System (CM Report) Klahanie Park – Memorandum of Understanding (CM Report) Property Acquisition Potential Litigation
Tues 04/13	6:30 pm	Study Session	Town Center Development Regulations (2 hours) Transfer of Development Rights Discussion: Transfer of Development Rights
Mon 04/19	6:30 pm	Joint Meeting/Parks Commission	Parks, Recreation and Open Space Plan Discussion: Partnership with Boys & Girls Club (ss) Informational Discussion: Wireless Communication Facility-tentative
Tues 04/20	6:30 pm	Regular Meeting	Update: Animal Control Public Hearing/Third Reading WCF Amendment Ordinance: First Reading amending Neighborhood Traffic Management Plan Resolution: A Regional Coalition for Housing Work Plan and Budget Interlocal: A Regional Coalition for Housing Agreement Approval: 2009 to 2010 Carry Forward Request
May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Modifying Neighborhood Traffic Management Plan
Tues 05/11	6:30 pm	Study Session	Sammamish Landing Revised Preferred Alternative Freed House Draft Survey: Parks, Recreation and Open Space Plan Next Steps Connectivity
Mon 05/17	6:30 pm	Study Session	Building Code Cycle amendments Planning Commission Recommendations for Public Communications 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 Building Code Cycle amendments
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 Building Code Cycle amendments Resolution: 6 Year Transportation Improvement Program
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	Joint Meeting/Planning Commission	
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	
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	
		Parked Items	
		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	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: April 1, 2010
RE: Claims for April 6, 2010

\$ 56,869.68
 24,450.31
 215,153.30
 873,648.18

TOTAL \$ 1,170,121.47

56,869.68 +
 24,450.31 +
 215,153.30 +
 873,648.18 +
 1,170,121.47 *

Check # 26076 through #26212

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/19/2010 - 9:28 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
26076	03/19/2010	ANI	ANI Administrators NW Inc	1,967.66	0
26077	03/19/2010	ICMA401	ICMA 401	30,693.54	0
26078	03/19/2010	ICMA401x	ICMA401	4,838.43	0
26079	03/19/2010	ICMA457	ICMA457	9,870.05	0
26080	03/19/2010	USPOST	U.S. Postal Service	9,500.00	0
				56,869.68	
Check Total:				56,869.68	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
26081	03/29/2010	PSE	Puget Sound Energy	14,236.17	0
26082	03/29/2010	QWEST	QWEST	214.34	0
26083	03/29/2010	US BANK	U. S. Bank Corp Payment System	9,999.80	0
				<u>24,450.31</u>	
Check Total:				<u>24,450.31</u>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
26084	04/06/2010	AECOM	AECOM	11,418.06	0
26085	04/06/2010	ALLIEDBO	Allied Body Works	686.57	0
26086	04/06/2010	ANM	ANM Electric Inc	2,631.65	0
26087	04/06/2010	ASSOCHEA	Associated Heating & Sheet Metal	62.50	0
26088	04/06/2010	AT&TMOBI	AT&T Mobility	271.28	0
26089	04/06/2010	BARONG	Glen Baron	83.30	0
26090	04/06/2010	BAYLY	Jordan Bayly	400.00	0
26091	04/06/2010	BILLSBLU	Bill's Blueprint, Inc	628.07	0
26092	04/06/2010	BMC	BMC Select	416.11	0
26093	04/06/2010	BROMJON	Jonathan Bromberg	426.13	0
26094	04/06/2010	CDW	CDW Govt Inc	10,871.49	0
26095	04/06/2010	CHANEY	Rebecca Chaney	560.00	0
26096	04/06/2010	COMCAST2	COMCAST	99.95	0
26097	04/06/2010	CURRY	Kathy Curry	78.00	0
26098	04/06/2010	DELL	Dell Marketing L.P.	6,856.99	0
26099	04/06/2010	EAGLE	Eagle Press & Supply	3,285.00	0
26100	04/06/2010	EVANS	David Evans & Associates, Inc	3,610.52	0
26101	04/06/2010	EWINGIRR	Ewing Irrigation	2,335.70	0
26102	04/06/2010	FIREHOUS	Christian Edum	547.50	0
26103	04/06/2010	HNTB	HNTB Corp	2,942.00	0
26104	04/06/2010	INTEGRA	Integra Telecom	3,283.18	0
26105	04/06/2010	ISSAQI	Issaquah Press, Inc.	765.00	0
26106	04/06/2010	ISSAUTO	Issaquah Auto Tech, Inc	322.91	0
26107	04/06/2010	ISSCITY	City Of Issaquah	7,432.23	0
26108	04/06/2010	JEFFERY	Amy Jeffery	28.00	0
26109	04/06/2010	JIRSA	Barbara Jirsa	350.61	0
26110	04/06/2010	JRW	JRW Enterprises	191.63	0
26111	04/06/2010	KCBLANK	King County Finance	19,412.23	0
26112	04/06/2010	KCFLEET	King County Fleet Admin	551.65	0
26113	04/06/2010	KCRADIO	King Cty Radio Comm Svcs	206.49	0
26114	04/06/2010	KENYON2	Kenyon Disend PLLC	20,503.19	0
26115	04/06/2010	KINGFI	King County Finance A/R	7,352.49	0
26116	04/06/2010	KINGTREA	King County Treasury	1,702.00	0
26117	04/06/2010	LUIZZO	Dalton Luizzo	68.36	0
26118	04/06/2010	LWSD	Lake Washington School Dist	10,384.00	0
26119	04/06/2010	LWSFOUND	Lake Wa Schools Foundation	3,000.00	0
26120	04/06/2010	MAXIM	Evan Maxim	66.20	0
26121	04/06/2010	MINUTE	Minuteman Press	712.86	0
26122	04/06/2010	MOBERLY	Lynn Moberly	7,250.00	0
26123	04/06/2010	MORUP	Morup Signs Inc	2,660.85	0
26124	04/06/2010	NELSONCO	Walter E. Nelson Company	123.36	0
26125	04/06/2010	NWCASC	Northwest Cascade, Inc.	1,272.84	0
26126	04/06/2010	OBRIENCO	O'Brien & Company LLC	740.00	0
26127	04/06/2010	OFFDEP	Office Depot	147.96	0
26128	04/06/2010	OSW	OSW Equip & Repair Inc	700.05	0
26129	04/06/2010	PACPLANT	Pacific Plants	1,148.66	0
26130	04/06/2010	PITTS	Julie Walmach	250.00	0
26131	04/06/2010	PLATEAU	Plateau Motors	1,260.62	0
26132	04/06/2010	PREMIUM	Premium Construction Group	12,942.00	0
26133	04/06/2010	PROPET	Pro Pet Distributors, Inc	2,298.95	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
26134	04/06/2010	QUICK	Quick & Easy Concrete, Inc	942.52	0
26135	04/06/2010	QWEST	QWEST	138.17	0
26136	04/06/2010	RAINIER	Rainier Wood Recyclers Inc	12.00	0
26137	04/06/2010	ROTH	Roth Hill LLC	4,673.29	0
26138	04/06/2010	SAM	Sammamish Plateau Water Sewer	440.97	0
26139	04/06/2010	SAMCHAMB	Sammamish Chamber of Commerce	50.00	0
26140	04/06/2010	SB&MAC	Stewart Beall & MacNichols	3,760.00	0
26141	04/06/2010	SEATIM	Seattle Times	666.85	0
26142	04/06/2010	SIMPLEME	Simple Measures	1,600.00	0
26143	04/06/2010	SOUNDPUB	Sound Publishing, Inc	170.00	0
26144	04/06/2010	SOUTHCOU	South County Plumbing	72.90	0
26145	04/06/2010	SPRINT	Sprint	50.00	0
26146	04/06/2010	SUBURB	Suburban Cities Association	86.00	0
26147	04/06/2010	SULTAN	Sultan Post & Pole	413.76	0
26148	04/06/2010	SWS	Society of Wetland Scientists	95.00	0
26149	04/06/2010	TCF	TCF Architecture	11,730.15	0
26150	04/06/2010	TLC	Total Landscape Corp	7,270.48	0
26151	04/06/2010	UPROAR	Uproar, Inc.	5,101.20	0
26152	04/06/2010	USPOST	U.S. Postal Service	15,500.00	0
26153	04/06/2010	VOYAGER	Voyager	4,516.47	0
26154	04/06/2010	WAAUDIT	Wa State Auditor's Office	157.20	0
26155	04/06/2010	WAPAT	Wa State Patrol	10.00	0
26156	04/06/2010	WAWORK	Washington Workwear Stores Inc	200.00	0
26157	04/06/2010	WERRE	Lisa Werre	109.49	0
26158	04/06/2010	YAKIMA	Yakima County Department of Correc	2,047.71	0
				<hr/> <hr/>	
				Check Total:	215,153.30
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/1/2010 - 8:31 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
26159	04/06/2010	AADAMS	AAdams Tree Service	4,056.98	0
26160	04/06/2010	ADVANTAG	Advantage Building Services	4,284.16	0
26161	04/06/2010	ATTLONG	AT&T	66.08	0
26162	04/06/2010	AUTOADDI	Auto Additions	920.95	0
26163	04/06/2010	BEACONAT	Beacon Athletics	709.96	0
26164	04/06/2010	BECK	R. W. Beck	1,972.69	0
26165	04/06/2010	BELLCITY	City Of Bellevue	58,090.00	0
26166	04/06/2010	BERGERPA	Berger Partnership	5,702.15	0
26167	04/06/2010	CASTURF	Cascade Turf	109.99	0
26168	04/06/2010	CDW	CDW Govt Inc	1,812.80	0
26169	04/06/2010	CECCANTI	Ceccanti, Inc	591,412.98	0
26170	04/06/2010	CENTRALW	Central Welding Supply	1,188.08	0
26171	04/06/2010	CHANEY	Rebecca Chaney	995.50	0
26172	04/06/2010	COMCAST2	COMCAST	99.95	0
26173	04/06/2010	EVERFORD	Evergreen Ford	109.50	0
26174	04/06/2010	EVERGR	Evergreen Print Solutions	719.58	0
26175	04/06/2010	EWINGIRR	Ewing Irrigation	1,169.85	0
26176	04/06/2010	FASTENAL	Fastenal Industrial Supplies	228.87	0
26177	04/06/2010	GAMETIME	Game Time	49.93	0
26178	04/06/2010	GRAYOS	Gray & Osborne, Inc.	388.94	0
26179	04/06/2010	HOMEDE	Home Depot	1,677.41	0
26180	04/06/2010	ISSAQI	Issaquah Press, Inc.	202.50	0
26181	04/06/2010	ISSIGNS	Issaquah Signs	1,225.09	0
26182	04/06/2010	KBA	KBA Inc	74,823.04	0
26183	04/06/2010	KINGFI	King County Finance A/R	1,800.90	0
26184	04/06/2010	KINGSUP	King County Superior Court	46,700.00	0
26185	04/06/2010	LESSCHWA	Les Schwab Tire Center	441.04	0
26186	04/06/2010	MAKERS	Makers Architecture & Urban	2,450.00	0
26187	04/06/2010	NWENVIRO	NW Environmental Consulting LL	235.00	0
26188	04/06/2010	OSW	OSW Equip & Repair Inc	4,351.09	0
26189	04/06/2010	PACIFICR	Pacific Rubber, Inc	108.82	0
26190	04/06/2010	PERTEET	Perteet, Inc.	32,904.87	0
26191	04/06/2010	PIEDMONT	Piedmont Directional Signs	1,050.00	0
26192	04/06/2010	PIONEER	Pioneer Athletics	166.50	0
26193	04/06/2010	PLATEAU	Plateau Motors	433.19	0
26194	04/06/2010	REDSIGNS	Redmond Signs	142.63	0
26195	04/06/2010	RENTME	Rent Me Storage, LLC	284.70	0
26196	04/06/2010	RH2	RH2 Engineering Inc	4,380.60	0
26197	04/06/2010	RICHARDS	Jessi Richardson	59.00	0
26198	04/06/2010	SAM	Sammamish Plateau Water Sewer	131.01	0
26199	04/06/2010	SANDERS	Dawn Sanders	10.00	0
26200	04/06/2010	SEATIM	Seattle Times	893.75	0
26201	04/06/2010	SEQUOYAH	Sequoyah Electric, LLC	9,522.92	0
26202	04/06/2010	SHERMAN	Sherman Clay & Co	695.33	0
26203	04/06/2010	SPRAGUE	SPRAGUE	178.21	0
26204	04/06/2010	SUMNER	Sumner Tractor & Equipment	495.00	0
26205	04/06/2010	TLC	Total Landscape Corp	1,700.00	0
26206	04/06/2010	TRAFFIC	Trafficount	9,110.00	0
26207	04/06/2010	WATERSH	The Watershed Company	1,856.00	0
26208	04/06/2010	WAWORK	Washington Workwear Stores Inc	162.59	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
26209	04/06/2010	WESTEQ	Western Equipment	527.08	0
26210	04/06/2010	WRPA	Wa Recreation & Parks Assoc	138.00	0
26211	04/06/2010	WSAPT	Wa Assoc Permit Technicians	25.00	0
26212	04/06/2010	ZUMAR	Zumar Industries, Inc.	677.97	0
				<u>873,648.18</u>	
Check Total:				<u>873,648.18</u>	



STUDY SESSION NOTES

Study Session March 15, 2010

Deputy Mayor Nancy Whitten opened the study session of the Sammamish City Council at 6:30 pm.

Public Comment

Topics

- **Connectivity Update**
- **Town Center Development Regulations**
- **District Court Services**
- **Pavement Management Update**

Council Reports

City Manager Report

Close Study Session

9:25 pm

COUNCIL MINUTES

Regular Meeting Excerpt March 16, 2010

Deputy Mayor Nancy Whitten called the regular meeting of the Sammamish City Council to order at 6:35 pm.

Councilmembers present: Deputy Mayor Nancy Whitten, Councilmembers Mark Cross, John Curley, John James, Tom Odell (arrived 6:50 pm), and Michele Petitti.

Councilmembers absent: Mayor Don Gerend

MOTION: Councilmember James moved to excuse Mayor Gerend. Councilmember Cross seconded. Motion carried unanimously 5-0.

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 of Allegiance

Roll was called. City Attorney Bruce Disend led the pledge.

Public Comment

Richard Kuprewicz, 4643 192nd Street NE, He passed out a report regarding the 42nd Street Barricade. (This report is available upon request).

Mike Collins, 2841 NE Lake Sammamish Parkway, He asked the Council if there are any plans to put the Planning Commission meetings on the website.

City Manager Ben Yazici said that staff is preparing cost estimates on what this would cost.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 5-0.

Student Liaison Report

Skyline Student Liaisons

ASB is planning their Spring Fling. They are collecting hygiene items for earthquake survivors in Chile. The Boys basketball team placed 8th in State. ASB elections for next year are taking place. The Invisible Children event is being planned. This event benefits children in Africa.

Proclamations/Presentations

Proclamation: Sexual Assault Awareness Month

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.

Consent Calendar

Payroll for pay period ending February 28, 2010 for pay date March 5, 2010 in the amount of \$246,234.79

Approval: Claims for period ending March 16, 2010 in the amount of \$1,030,311.81 for Check No. 25946 through No. 26075

Approval: Regular Meeting Minutes for March 2, 2010

Approval: Issaquah School District Joint Meeting/Study Session Notes for March 9, 2010

Amendment: Professional Services/Chaney

Contract: Construction Phase Services Maintenance & Operations Center/TCF Architects

Resolution: Accepting The Tree Farms Neighborhood Pavement Patching As Complete/Northwest Asphalt (R2010-206)

Resolution: Accepting the 2009 Pavement Preservation Program As Complete/Watson Asphalt Paving Company, Inc. (R2010-207

MOTION: Councilmember Petitti move to approve consent calendar. Councilmember Cross seconded. Motion carried unanimously 5-0.

Public Hearing

Ordinance: Public Hearing/Second 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 PowerPoint presentation (available on the city website at www.ci.sammamish.wa.us).

Public Hearing Opened at 6:58 pm.

Public Comment

Robert Nielsen, 2311 277th Avenue SE, He explained why he favored annexation into the City of Sammamish. He feels property taxes will be reduced and his home value will increase.

Elizabeth Martin, 2430 227th Avenue SE, She retracted some comments that she made earlier regarding the spacing of the two fire departments and the rates for homeowner insurance. She submitted a petition with 60 property owner signatures attached requesting the Council delay approving the ordinance for the annexation (petition available upon request).

David Martin, 2430 277th Avenue SE, He feels the process has been rushed. He has not had time to do proper research on the submitted petitions, although he feels there have been several problems found with the petitions. He feels the city should verify all the signatures before approving this annexation.

Eric Hollis, Fall City Fire Commission District 27, He explained that this annexation would remove a portion of their fire district. He wanted to ensure that the fire district would remain whole after the annexation. He said that his staff has been working closely with city staff to ensure the district is able to collect necessary taxes.

Tom Bartlett, 27561 SE 36th Place, He spoke of his concerns regarding the process that was used in the annexation request. He feels that all the residents of the Aldarra Montaine area are in favor of having the signatures verified. He also feels it is unfair to allow a developer to sign the annexation petition.

Gary Bendes, 2120 279th Drive SE, He spoke in favor of the annexation. He feels that a minority of the residents are trying to stop an annexation that most residents are in favor of.

Bo Smith, 27515 SE 29th Court, He spoke in favor of the annexation.

Steve Spaeth, 27550 SE 30th Street, Self Appointed Chairman of the Annexation Committee, he clarified that there were no pressure tactics. No signatures were submitted twice. They did not go door to door to solicit the signatures. It was all done via email. He is adamantly in favor of the annexation.

Chris Connor, Fire Chief, Fire District 27, He encouraged the Council to remain committed to ensuring the viability of the Fire District. They have meet with City Staff several times but he feels there are still some unresolved issues to be dealt with.

Moz Hussain, 2817 275th Avenue SE, He is offended by the allegations of misconduct. He does not feel that he was given any misinformation. He has known the annexation has been in process for over one year. He very much favors the annexation.

Dr. Norm Channing, He spoke in favor of the annexation.

Jennifer Simpleton, 2302 277th Avenue SE, She spoke in opposition to the annexation. She doesn't feel that the impacts to the remaining residents of Fall City have been considered.

Christine Bendes, former Sammamish resident, She spoke in favor of the annexation.

Carrie Ahlstrom, 2825 277th Avenue SE, Her signature is one of the undated signatures, but she is very supportive of the annexation.

Emery Hansen, 2139 277th Avenue SE, He spoke in favor of the annexation.

Public Hearing closed at 7:53.

MOTION: Councilmember Petitti moved to approve the ordinance accepting the 60% petition to annex the Aldarra Estates and Montaine Subdivisions to the City of Sammamish subject to the conditions set forth in Section 2 of Ordinance O2010-280. Councilmember Odell seconded. Motion carried unanimously 6-0.

Approval of Excerpt of Minutes for Aldarra Montaine Annexation

MOTION: Councilmember Odell moved to approve the excerpt of the March 16, 2010 minutes, relating to the annexation of Aldarra/Montaine subdivisions. Councilmember Curley seconded. Motion carried unanimously 6-0.

(Public Hearing Continued from March 2, 2010)

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

Mr. Gurol gave the staff report. He asked Council to reopen the public hearing, take any additional testimony and continue the public hearing to April 20, 2010 to allow staff more time to work on the proposed amendments. Councilmembers Curley and Cross have volunteered to work with staff. City Manager Ben Yazici explained that it would be important to schedule a study session with an expert in wireless regulations who would outline what can and can't be done under federal regulations. He also suggested a tour of the existing facilities in the city.

Public Hearing opened at 8:35 pm

Public Comment

Ron Meckler, 1701 121st Street, Everett, He is preparing to submit an application for a wireless facility for Clearwire in the City of Sammamish. He approves of the code changes that are being proposed. He explained that capping the height of the towers will have a negative impact on these facilities. The taller the tower, the more area a single tower can cover. Technology is improving and the facilities are getting small and smaller.

Mike Riklin, 25731 SE 34th Street, He is concerned about the height of the wireless facilities. He cited several other cities that have limited the height of cell towers. He asked Council to have a limit shorter than 120 feet.

Alex Torone, 3333 257th Court SE, He submitted written comments to the Council regarding changes that could be made to the current ordinance. He agreed that visiting the current cell sites would be a good exercise for the Council. He has no objections to the proposed changes in the ordinance, but feels the ordinance does not go far enough in limiting cell towers.

MOTION: Councilmember Odell moved to continue the Public Hearing to April 20, 2010. Councilmember Curley seconded. Motion carried unanimously 6-0.

Public Hearing was continued to April 20, 2010 at 8:53 pm.

Unfinished Business - None

New Business - None

Council Reports

Councilmember James attended the Sammi Awards. He and Councilmember Petitti attended a meeting for the Sammamish Heritage Society regarding the relocation of the Freed House. Councilmember James attended the Eastside Transportation Partnership meeting with Councilmember Odell. He met with the Rotary and Chamber leaders.

Councilmember Odell reported on the Eastside Fire & Rescue budget cycle. He reported that the Fire Marshal and the CFO of the organization are retiring soon.

Councilmember Petitti reported on Council Office hours.
Deputy Mayor Whitten reported on the Suburban Cities PIC committee

City Manager Report – No Report

Adjournment 9:02 pm

Melonie Anderson, City Clerk

Nancy Whitten, Deputy Mayor



City Council Agenda Bill

Meeting Date: April 6, 2010

Date Submitted: March 30, 2010

Originating Department: Parks Rec

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" 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: Pine Lake Park Restroom Roof Replacement

Action Required: Authorize the City Manager to approve a Contract with Carson Construction, Inc. to replace the roof on the Pine Lake Park Restroom Building.

Exhibits:

1. Contract
2. Scope of Work (Carson Proposal Dated 12-01-09)

Budget: 2010 Parks CIP, \$50,000 for Capital Replacement Projects

Summary Statement:

The Parks and Recreation Department desires to enter into a contract with Carson Construction, Inc., for the replacement of the roof on the Pine Lake Park Restroom Building.

Carson Construction, Inc., was selected through a competitive bidding process using the eCityGov Shared Procurement Portal. Quotes were solicited from seven firms, with a total of four firms responding. Carson Construction, Inc. was identified as the lowest responsible bidder.

Background:

This roof on the Pine Lake Park Restroom building was identified for replacement in 2009. Numerous leaks and areas of failure have been observed and intermittent repairs have been unsuccessful.

The type of product used on the Pine Lake Park Restroom roof is "Masonite Woodruf Fiberboard." During the bidding process, one of the roofing inspectors informed us that this product was subject to a class action lawsuit several years ago. Unfortunately the claims period for the class action lawsuit expired in January 2009, therefore we are not eligible for compensation.

Woodruf shingles are a fiberboard roofing product, consisting of pressure bonded fibers designed to resemble natural cedar roofing. The Woodruf shingle fiberboard was treated with a water repellent and a bonding agent to permit outdoor exposure. Some of the failures noted in the class action lawsuit include buckling, premature deterioration due to weather, and swollen shingles due to improper sealing; all of which are observed to some degree on the restroom roof at Pine Lake Park.



City Council Agenda Bill

Although we don't know the age of the roof, we do know that this product was sold predominantly in the 1990's and was likely installed by King County at that time. The roofing was originally marketed with a 30-year life expectancy. As of May 2009, this product is no longer being sold and there are no warranty services remaining.

The product specified for the roof replacement project is EcoStar Seneca Cedar Shake Tiles. This is the same product that was used on the three new picnic shelters constructed at Pine Lake Park in 2008. Our consultant on the picnic shelter project recommended we use the EcoStar Seneca Cedar Shake Tiles because they are considered an environmentally friendly and sustainable building product.

EcoStar shakes are made of 80% recycled rubber and plastic and can be recycled at the end of their lifecycle. Although the EcoStar product has a higher initial cost than traditional cedar shakes, they have a lower lifecycle cost and require little to no maintenance. This product also provides superior flexibility and resistance to impact, wind, and harsh weather conditions and is specifically recommended for structures that are tree covered and shaded as is the case at Pine Lake Park. EcoStar is one of the few manufacturers with a 50-year material and labor warranty available and is class A and C fire rated. Overall, we are very pleased with the performance of the product on the picnic shelters and will continue to recommend its use.

Financial Impact:

A total of \$50,000 was allocated in the 2010 Parks CIP replacement fund for the roof replacement project and other capital repair projects. The total contract amount for the roof replacement is \$27,918.30 + W.S.S.T.

Recommended Motion:

Authorize the City Manager to approve a contract with Carson Construction, Inc. to replace the roof on the Pine Lake Park Restroom building.



Between: Carson Construction Inc.
Project: Pine Lake Park Restroom Roof Replacement
Commencing: April 7, 2010
Terminating: December 31, 2010
Amount: \$27,918.30 + W.S.S.T.

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Carson Construction Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor to replace the roof on the Pine Lake Park restroom building; 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.

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 for a sum not to exceed \$27,918.30 + W.S.S.T.

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 ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be sixty 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 Parks and Recreation Department 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. The work under the Contract is subject to the minimum wage requirements of Chapter 39.12 RCW, as amended or supplemented. The Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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. A. The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

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

C. This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

D. Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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: Carson Construction Inc

Contact Name: Mike Keller

Contact Name: Bud Stewart

801 228th Avenue SE
Sammamish, WA 98075

Address: 15135 NE 92nd Street
Redmond, WA 98052

Phone: (425) 295-0500

Phone: (425) 814-5880

Contact email:bud@carsonconstruction.biz

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By:_____

By:_____

Title: City Manager

Title:_____

Date:_____

Date:_____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

- Scope of work includes items identified in the attached proposal from Carson Construction dated 12-11-09.
- All work will be performed between the hours of 7:00 AM and 5:00 PM.
- The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
- The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
- The vendor shall report any damage or potential hazard involving facility property or persons immediately to the contract administrator.
- Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of employees and the surroundings due to the nature of the park setting.
- Incidents, altercations or accidents involving facility visitors, vendor's employees or city employees shall be reported to the contract administrator immediately. The contract administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
- The vendor shall notify the contract administrator in the event of any equipment failure (city owned equipment) or unsafe working condition.
- The vendor will be responsible to follow their own guidelines as stated under CLEAN UP and LANDSCAPE AND PLANTS in their bid proposal.
- The vendor shall be aware of the public park they are working in and be aware at all times of the park patrons and their safety.



REQUEST FOR CONTRACTOR PAYMENT

- *Original payment request describing work provided must be attached*

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget _____

FINANCE DEPARTMENT WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

Finance Dept.	
Check # _____	Check Date: _____

486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, and _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars (\$ _____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the _____ day of, 20____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to wit: _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20 ____

_____	_____
PRINCIPAL	SURETY
By _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone: _____	Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.



Finance Department

Mailing Address: 801 228th Avenue SE; Sammamish WA, 98075

Physical Address: 801 228th Avenue SE; Sammamish, WA 98075

Phone: (425) 295-0660

Fax: (425)0295-0669

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: _____

Contractor: _____ Representative: _____

Bid No.: _____ Date: _____ City Clerk: _____

City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to invest not to invest the retainage withheld under the terms of this contract.

Type of Investment:

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: _____ Date _____

Firm Name

By: _____ Title _____

Signature

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Department

Date



**P.O. Box 2816
Kirkland, WA 98083
T (425) 877-1722
F (425) 877-1723**

Name:	City of Sammamish (Parks & Recreation)	Date:	12.11.09
Mail Address:	801 228 th Ave SE Sammamish WA 98075	Contact:	Mike Keller
		Site Address:	Pine Lake Park
Home #:		Invoice:	
Work #:		Estimator:	<i>Bud Stewart</i>
Cell #:	425.531.1280	Cell #:	<i>206.276.0567</i>
E-mail:	mkeller@ci.sammamish.wa.us	E-mail:	<i>bud@carsonconstruction.biz</i>

This is a Public Works Contract and Prevailing Wage Rates will be paid at the following class and rate:

Rofer- Journey Level \$40.05 per hour

PROJECT SET UP: Carson Construction Inc. has your approval to access your driveway for the delivery of materials and staging of a container and/or dumpster. If you choose not to assume liability for the consequences of having equipment access the property, there may be additional costs.

TEAR- OFF: Remove and dispose of ***one layer*** of existing roofing material at an approved facility. The roof will be inspected for structural integrity. Any broken trusses, replacement/trimming of siding, or any other damaged materials will be replaced as a Contract Extra. The Contract Extra will be billed on a time plus materials basis at a rate of \$75.00 per hour.

CLEAN UP: We take pride in maintaining a clean, safe and organized work area. All debris and tools will be cleaned up on a daily basis. Upon completion of your project, a high powered magnet will be run through your yard, bushes and driveway to ensure all nails, screws and debris are removed. All roofing materials will be hauled from your property and disposed of properly.

LANDSCAPE AND PLANTS: We will take all reasonable steps to protect your plants, bushes, flowers and garden. However, the nature of our business requires the removal of several tons of material to pass over the eaves and onto the surrounding areas. Therefore Carson Construction Inc. takes a limited responsibility in the replacement of any accidental damage to these areas.

ROOF DECK PREPARATION: Inspect the roof sheeting for defects and drive in any fasteners left after tear off. Any Rotten or Damaged Sheeting will be billed on a time and material basis (*see additional work below*)

VAPOR BARRIER: Provide and install one layer of 30-lb. ASTM asphalt saturated felt paper to the roof deck. This thicker felt is less likely to tear during the roofing process.

ICE & WATER SHIELD: Ice and water shield will be installed on all sides and up the curb of any skylight frames, chimneys, plumbing boots and other protrusions. This extra step greatly protects your building from potential "problem areas" that may otherwise result in leaks and water damage.

GUTTER EDGE FLASHING: Install starter metal to all eave edges (to match existing buildings). The gutter edge of the roof is subject to wind driven rain. Starter metal prevents water from going behind the gutter, which will eventually rot rafter tails, fascia and sheathing.

DRIP EDGE FLASHING: The drip edge of the roof is subject to wind driven rain. We install a drip edge flashing to all gable ends (to match existing buildings). This will prevent moisture from getting behind the roof sheathing or fascia.

STARTER MATERIAL: Install standard starter course per manufactures specifications.

FASTNERS: Stainless Steel, ring shank nails are the required fastner and will be used to install your new Ecostar Shake roofing material.

PLUMBING VENT FLASHING: Install lead plumbing boots over existing vent pipes. Lead boots will be painted in a custom color to best match the new roofing material.

SAFETY ANCHORS: Safety anchors will be installed on the upper ridges of the building at the discretion of the job foreman. These anchors are low profile and often, barely visible from the ground.

RIDGE VENTILATION: Install ridge ventilation to all ridges. A ridge vent system is a superior way to provide proper exhaust ventilation for the roof deck and attic. The ridge vent will be covered with the appropriate ridge cap material.

RIDGE CAP: High profile, composition ridge cap will be install on all hips and ridges. This distinctive look defines the lines of your roof better than standard, low profile hip and ridge cap.

TEN-YEAR LABOR WARRANTY: Carson Construction Inc. will offer a 10-year labor warrant on our workmanship. We fully stand behind our work and the products will install

We propose to furnish the labor and materials necessary to complete the following:



Seneca Shake
 50 Year Limited Warranty
 Class C Fire Rated
 Elegance and Durability

\$27,918.30 + Tax

Color: Brown

POWER: During the time the work is being performed, we will need power to run our equipment. If for any reason you do not want us to use your power, please inform your sales representative. There may be additional costs to complete your roof without the use of your power.

SANITARY FACILITIES: Our work trailers contain bathrooms and we provide sanitary facilities on most residential work sites.

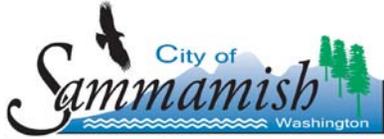
CCR'S: Any covenants restricting completion of the agreement are the responsibility of the homeowner. However, we would be glad to work with your HOA to determine the approved process and restrictions.

PERMITS: Any necessary permits that may be required for the project ***are not included*** in this proposal. We will obtain the required permits and invoice the exact cost to the final invoice.

ROOF ATTACHMENTS: If it is necessary for us to remove and/or reinstall antennae, cooling/heating appliances or other equipment on the roof, customer agrees that Carson Construction Inc. does not assume any responsibility for the performance of the equipment.

ADDITIONAL WORK: Additional work may include, but is not limited to: Additional layers of old material, dry rot repair, replacement of delaminated plywood, replacing existing skylights, nail pops or shifting drywall and change orders. Any additional work performed will be charged on a time and material basis of \$75.00 per hour plus materials or on a bid basis at the time the work is being performed.

Thank you for giving us the opportunity to bid on your project.



City Council Agenda Bill

Meeting Date: April 6, 2010

Date Submitted: March 29, 2010

Originating Department: Parks Rec

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

Subject: Contract with Live Sound and Recording Company, LLC for sound and production services at the summer special event performances.

Action Required: Authorize the City Manager to execute a contract with Live Sound and Recording Company, LLC, for sound services and production services at the summer special event performances.

Exhibits: 1. Contract and Scope of Work

Budget: 2010: \$20,000 for Sound and Production Services
(Recreation Division)

Summary Statement:

This authorization is for sound and production services at the summer special event performances. Events include the Sammamish Teen Fest, the "Summer Nights in the Park" concert series, the 4th on the Plateau even and Sammamish Days. Additional events may be added (cultural performances at the Farmers Market, Noontime Series etc.) once performers and dates have been confirmed.

A Request for Proposals was issued in January 2008 for sound and production services. A total of 5 companies responded to the RFP. Live Sound and Recording, LLC was selected based on experience with similar projects, quality of previous work, professional references, and their overall quote for sound and production services. The original contract was issued in 2008 with an option to renew for two (2) years. This is the second renewal. There is no cost increase in this contract from 2009 to 2010.

Background:

The Parks and Recreation Department, in partnership with the Boys and Girls Club, hosts an end-of-the-school year skate competition and live music festival at the Sammamish Commons Plaza and skate park.

The City's annual 4th of July event and fireworks display includes live music and kids performances beginning at 6:00 pm and concluding at the start of the fireworks show.



City Council Agenda Bill

The Parks and Recreation Department offers a free concert series (total of 8 performances) at Pine Lake Park every Thursday evening in July and August. The concerts include a live musical performance, along with food vendors, and sponsor give-a-ways.

The Department is hosting Sammamish Days this year, a spin-off from the 10th Birthday Celebration held in 2009. This event will focus on celebrating our culture and heritage and involves many community partners. Live performances, food vendors, arts and crafts and many other opportunities will be featured at this event.

There are a number of other live performances that occur during the summer months including cultural performances at the Farmers Market and performances during the National Night Out celebration. Sound and production needs for these events vary from year-to-year and therefore are not included in the main performance contract. If sound and production services are needed for any of the above performances, the services will be handled through a discretionary service request.

Financial Impact:

The requested authorization amount is \$16,975.00 +W.S.S.T., which includes a contract with Live Sound and Recording, LLC for sound and production services for an amount not to exceed \$ 14,975.00 + W.S.S.T. The remaining authorized amount of \$2,000.00 + W.S.S.T. will cover additional sound and production services provided by Live Sound and Recording, LLC. Additional sound services are processed through a discretionary work form as noted in Attachment D of the professional services contract.

Recommended Motion:

Authorize the City Manager to execute a contract with Live Sound and Audio, LLC for \$14,975.00 + W.S.S.T. for sound and production services at the summer special event performances and authorize an additional \$2,000.00 + W.S.S.T. for sound and production services as needed for additional performances.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Live Sound and Recording Company, LLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Live Sound and Recording Company, hereinafter referred to as the "Contractor."

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

WHEREAS, the City has selected the Contractor 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 Contractor. The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed: _____

Other (describe): _____

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 days after City Council approval.

3. Duration of Agreement. The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2010. The contract may be renewed for one (1) additional one-year term if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. Additional Services. If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

5. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the

services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

6. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, 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.

7. Indemnification. 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. Copyrights. The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. Insurance.

A. The Contractor 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 Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Contractor 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 Contractor's profession.

Minimum Amounts of Insurance

Contractor 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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor'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

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

A. The Contractor 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 Contractor 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.

11. 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.

12. 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 Contractor pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Contractor 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 Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. The Contractor 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.

13. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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.

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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 Contractor 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.

18. **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.

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

Live Sound and Recording Company, LLC
PO Box 338
Buckeye, AZ 85326
(425) 308-2868

20. **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.

21. **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 Contractor, 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:

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By: *[Signature]*

Title: member/manager

Date: 3-26-10

Approved As To Form:

City Attorney

Exhibit A
City of Sammamish
Scope of Services

A. Total Compensation.

Total Compensation for this Agreement is not to exceed \$14,975.00 + W.S.S.T.

B. Scope of Services.

- i. The contractor shall provide a lighting system, monitoring system, mixing console, compressor/limiters, crossover, microphones, speakers, subwoofers, and snake. D.I.'s to meet specific needs of performers (individual bands to provide stage plot one-week in advance of the performance date).
- ii. The system shall include redundancy capability such that any malfunction of critical components can be quickly overcome.
- iii. Equipment shall be sufficient to accommodate up to a twenty-piece orchestra.
- iv. The contractor, personnel and equipment must be set up and ready for sound check 60-minutes prior to the performance.
- v. The contractor shall adhere to the performance schedule.
- vi. All electrical equipment shall adhere to relevant safety codes and be secured from public access.
- vii. All cable shall adhere to relevant safety codes and be safely secured to stage decking.
- viii. The contractor shall provide a stage power distribution system for all equipment. The City of Sammamish shall provide the power supply for each event.
- ix. The contractor shall be fully responsible for set-up and breakdown of the equipment.
- x. The contractor shall serve as the stage manager during performances.
- xi. The contractor shall perform consulting and logistical services such as contacting the artist and/or their representative in advance of the performance regarding the technical, equipment and back-up lines needed.
- xii. The contractor and crew shall conduct themselves in a professional manner at all times.

C. Events.

Live Sound and Recording Company, LLC shall provide sound, lighting and production services for the following events and according to the respective fees identified for each event:

- i. Event: Sammamish End of School Year Teen Event
Location: Sammamish Commons Skate Park and Plaza
Date: Friday, June 18, 2010
Event Time: 12:00 – 9:00 pm
Fee: \$1,265.00 + W.S.S.T

- ii. Event: Summer Concert Series
Location: Pine Lake Park
Dates: July 8, July 15, July 22, July 29, August 5, August 12, August 19, and August 26, 2010
Event Time: 6:30 – 8:00 pm
Fee: \$7,575.00 + W.S.S.T.

- iii. 4th on the Plateau
Location: Sammamish Commons Plaza
Date: July 4, 2010
Event Time: 5:00 pm – Midnight
Fee: \$2,735.00 + W.S.S.T

- iv. Sammamish Days Cultural Event
Location: Sammamish Commons Plaza
Date: August 21, 2010
Event Time: 10:00 am – 10:00pm
Fee: \$3,400.00 + W.S.S.T

Total All Events: \$14,975.00 + W.S.S.T.

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

EXHIBIT C
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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 Contractor
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT D
City of Sammamish

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal:

Location:

Date of Work/Service:

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: Recreation Coordinator Phone: 425-295-0584

To Be Completed by the Contractor:

Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____



City Council Agenda Bill

Meeting Date: April 6, 2010

Date Submitted: April 1, 2010

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Consultant contract for geotechnical engineering and independent construction testing and special inspections services for the City's new Maintenance and Operations Center (M.O.C.).

Action Required: **Authorize the City Manager to execute a contract with Kleinfelder West Inc. in an amount not to exceed \$25,000 for geotechnical engineering and special inspection services during construction of the city's new M.O.C.**

Exhibits: 1. Consultant Scope of Work and Cost Proposal for Services dated April 1, 2010

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 Center. The money is contained in the Streets (Fund 101), Parks Capital (Fund 302), and Surface Water Capital (Fund 438) budgets. As of the writing of this agenda bill, approximately \$4.7 million of this amount remains unexpended.

Summary Statement:

The Public Works Department desires to enter into a professional service contract with Kleinfelder West Inc. to provide geotechnical engineering and independent construction testing and special inspection services for the city's new Operations and Maintenance Center.

The purpose of these services will be to provide the city and the design team with field data and information in order to assess compliance with the project plans and specifications as well as help assure the new facility is constructed to the highest standards.

Background:

In accordance to Section 1701, 1704,1705 and 1708 of current adopted International Building Code (IBC), the owner, or the registered design professional in responsible charge acting as the owner's agent, is required to hire an independent testing/inspection agency to perform required special inspections.



City Council Agenda Bill

The scope of work included in the Kleinfelder West Inc. construction testing and special inspections services are

- Geotechnical engineering support during project construction;
- Geotechnical observation and testing, including building footing, yard subgrade, trench and asphalt compaction testing;
- Special inspection and materials testing, including concrete, propriety anchor & epoxy; structural steel & on-site welding inspection;
- Miscellaneous project building materials testing;
- Preparation of daily field reports.

Financial Impact:

The total amount for this work is not to exceed \$ 25,000.00. This amount is covered within the existing Council approved 2009-2010 total project 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 \$25,000.00 with Kleinfelder West, Inc. to provide geotechnical engineering and construction testing and special inspection services during the construction phase of the City's new Maintenance and Operations Center.



14710 NE 87th Street, Suite 100
Redmond, Washington 98052
p| 425.636.7900
f| 425.636.7901
kleinfelder.com

February 8, 2010
Revised April 1, 2010
Proposal No. 06001GA

Ms. Sevda Baran, Project Manager
City of Sammamish Public Works
801 - 228th Ave SE
Sammamish, WA 98075

**Subject: Proposal to Provide Special Inspection and Testing Services
City of Sammamish Maintenance & Operations Center
Sammamish, Washington**

Dear Ms. Baran,

Kleinfelder is pleased to present this revised proposal to provide construction testing and special inspection services for the proposed Maintenance and Operations Center project, located in Sammamish, Washington. Our scope of services has been reduced from those originally requested by the City of Sammamish and from that originally estimated by Kleinfelder as necessary based upon our review of the documents listed below. Per your request, we have prepared a reduced scope based on an estimated budget of \$25,000. All inspections will be on an on-call basis as directed by the City and the City will determine which inspections are required in accordance with the building code.

The purpose of our services will be to provide the City of Sammamish (or your representative) and your design professionals with field data and information in order to assess compliance with the project plans and specifications. We welcome the opportunity to be part of the Project Team and have prepared this proposal based upon our past and present experience with projects of similar scope and a brief review of the following documents:

- List of requested inspections provided via email on January 19, 2010;
- Project Manual prepared by TCF Architecture, dated November 2, 2009;
- Project Plans prepared by TCF Architecture, dated November 2, 2009;
- Contractor's Preliminary Project Schedule by Kirtley-Cole, dated February 2, 2010; and
- City review comments and a reduction in testing scope dated March 24, 2010 and verbal instructions provided on April 1, 2010.

This proposal may be subject to modification upon receipt of an updated construction schedule, plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to the contractors schedule or convenience. Included in this proposal is a discussion of our understanding of the project, the scope of services we can provide on the project, an estimate of our efforts and fees, and our project limitations. The general conditions within our attached Master Services Agreement are considered an integral part of this proposal.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

PROPOSED CONSTRUCTION

Based on our review of the above referenced documents, we understand that the project will consist of, soils testing, materials testing and special inspection services during construction of two new government maintenance buildings consisting of one single story and one two story building with a loft level. The main structures will be structural steel and wood frame construction supported on cast in place concrete with architectural accents approximately 26,000 square feet in total floor plan area between the two buildings. Appurtenant construction will include pavement, underground utilities, and landscaping. The project falls under the jurisdiction of the City of Sammamish.

SCOPE OF SERVICES

Kleinfelder will provide a project manager to review daily field reports and provide senior oversight to our field personnel for our services. The project manager and main point of contact assigned to this project is anticipated to be Jason WASHburn. The project manager will receive support from Naomi Nguyen, our dispatcher and project assistance. Kleinfelder will staff the project from our Redmond office with inspector's and technician's appropriately certified and approved by the jurisdictional authority to perform inspection services on each element of work being observed, tested, or inspected. The following tasks provide our proposed scope of services for this project:

PRECONSTRUCTION MEETING & REPORT / PLAN REVIEW

Kleinfelder's project manager will attend a preconstruction conference to review the project requirements and testing guidelines. We have budgeted for two three-hour meetings at the project site. Prior to this meeting, our project manager will perform a review of the project plans, specifications, and contractor schedule in preparation for this meeting.

TASK 1 - GEOTECHNICAL OBSERVATION AND TESTING

We will provide a soil technician on a on-call basis as directed by the City to observe earthwork construction and perform density testing to evaluate condition and adherence to the project plans, specifications, and recommendation of the geotechnical report and project plans. We anticipate these services to be performed during grading, trench backfill compaction, excavation of footings and grade beams, and preparation of building subgrade.

Our project manager will review the daily progress reports during foundation excavation and subgrade construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor, designated design professionals, and your responsible representative. Geotechnical consultation services are not included in our scope of services. If additional services are required, Kleinfelder can perform these services at an additional cost.

Oversight of Weekly Stormwater Sampling and Site Inspection

Our reduced scope of work does not include review or consultation regarding stormwater reporting or sampling. We understand that Kirtley-Cole is responsible for stormwater sampling, monitoring and site inspection.

TASK 2 – SPECIAL INSPECTION AND MATERIALS TESTING

Reinforced Concrete Special Inspection & Testing

Our services are anticipated to include: continuous observation and inspection during cast-in-place concrete placement. Slump, temperature, and air content tests will be performed and concrete specimens will be cast for compressive strength testing in accordance with the project specifications. Concrete specimens will be picked up and delivered to our Redmond laboratory after the initial on-site curing period. Copies of batch tickets for all concrete placed will be monitored during placement for mix compliance and copies retained for loads sampled and tested.

Concrete testing will not be performed for sidewalks or other non-structural concrete. We have assumed that ten pours and cylinder sets (four cylinders) will be required, though the actual number will likely be higher. We have not included concrete batch plant inspection as part of this proposal. Kleinfelder can provide these services if desired following our receipt of appropriate authorization. Reinforcing steel will be inspected by the City.

Proprietary Anchor & Epoxy Reinforcement Inspection

Proprietary anchors will be inspected by the City.

Structural Steel & Welding Inspection

Our services will include periodic observation and inspection during field welding and fabrication (including reinforcing steel and architectural framing) and review of procedures and welder qualifications. Continuous observation and inspection will be performed during all full penetration and groove welds. Ultrasonic testing will be performed on a periodic basis when required by project plans. During structural steel

bolting and fit up our services will include periodic observation of torquing and tensioning of all high strength bolts involved in critical connections as required by the plans and specifications. Samples of high strength bolts, washer, and nut assemblies will not be tested by our inspectors prior to use on the project.

TASK 3 – MISCELLANEOUS MATERIALS TESTING

Asphalt Concrete Testing

No asphalt testing will be performed.

Laboratory Testing Services

Laboratory testing will be performed in conjunction with the field-testing and observation described above in accordance with the plans, specifications, and local jurisdictional requirements to evaluate that the materials comply with project requirements and are suitable for their intended use. During concrete construction, our services are anticipated to include compressive strength testing of structural concrete strength specimens. During earthwork construction our services are anticipated to include moisture density relationships (Proctor curves), moisture testing, plasticity index testing, and sieve analysis.

TASK 4 – PROJECT MANAGEMENT & REPORTS

Reports

Our certified field staff will prepare daily field reports detailing work items observed with a copy provided to the owner and to the general contractor superintendent on-site prior to leaving the site. At the completion of the project our project manager will prepare a final summary report to document the services we have performed.

Project Management

Our Project Manager will review the daily progress reports during construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor's construction superintendent and the City. Site visits and / or consultation with the project team is not included in our scope of work.

It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the Client in writing); or (4) job site safety.

ESTIMATED FEES

We propose our services be compensated on a time-and-expense basis based on 2-hour minimums for our inspectors, with hourly increments thereafter. Per your direction, we have prepared an initial scope of work with estimated fees of \$25,000.00. A detailed summary of our estimated fees is presented in Table 1, attached. All other services not listed and not currently anticipated will be charged in accordance with our 2010 Seattle Area Fee Schedule.

It should be noted that the fee rates shown in Table 1 are inclusive of labor costs and standard equipment charges. Equipment that is non-standard (coring equipment, rebar locators, floor flatness equipments, etc.) will be invoiced on a per unit use basis in accordance with our current fee schedule. Vehicle charges will be invoiced at a rate of \$50 per day. All services are invoiced on a portal to portal basis from our Redmond, Washington office.

Our total fees can fluctuate depending on the quality and performance of the construction materials used in addition to the contractor's approach and scheduling of construction sequences, work force, and jurisdictional requirements and events, which occur during the course of the project that cannot always be predicted in advance. We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. While we are diligent in our review of the project schedule and plans, it may be possible for deviations to occur once the project has begun. It should be noted that the fees above do not anticipate overtime work on the project. The rates associated with overtime work are at 1.5 times the listed hourly rates in Table 1. Overtime for our services is defined as work on the project by a single person in excess of 8 hours per day and all time on weekends and/or night shifts. Weekend and/or night shift services will incur a 4 hour minimum. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the schedule provided by the contractor and our review of the project plans. Based on information available during our preparation of this proposal the following assumptions apply:

- All work will be performed on an on-call basis as directed by the City of Sammamish. The City will be responsible for identifying all necessary special inspections and notifying Kleinfelder at least 24 hours in advance of the required inspection.
- It is anticipated that work will be conducted during standard construction hours (6AM – 4PM).
- A maximum of ten (10) weeks of active project management and dispatch services will be required.
- A maximum of thirty (30) trips to the site will be required.

- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials.
- There is no overtime, night, or weekend work anticipated during construction for our staff;
- Continuous inspection will be limited during welding and structural steel construction with fabricators shop welding inspection limited to an initial site visit;
- We have reduced our prior estimate that was developed based on sampling frequencies required within the project specifications to accommodate the requested initial budget of \$25,000.00;
- Four concrete cylinders will be prepared for each concrete pour; ten pours are assumed;
- All information gathered during work performed by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law.
- Kleinfelder will not be responsible for the acceptance of BMP installation quality, location, or maintenance.
- One site-inspection per week will be required when construction related activity is occurring, which is assumed to last 8 months.
- No grout strength testing will be required; i.e. grout for structural steel base plates etc.
- No asphalt testing or inspection will be performed.
- The scope of services presented herein does not include labor and fees associated with emergency and/or after hours services or additional weekly site inspections.
- At a minimum the following elements will be provided by the City of Sammamish inspectors; concrete anchors and reinforcing bar; lateral framing; asphalt placement and straight edge testing and moisture vapor barrier placement.

LIMITATIONS

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area. It should be noted even with diligent monitoring construction defects may occur. In all cases, the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The fees presented in this proposal are based on prompt payment for services presented in Kleinfelder's standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of

work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

AUTHORIZATION

A signed original of the attached Master Services Agreement (MSA) and Work Order with our proposal attached returned to this office may serve as our formal authorization to proceed. Please note that all conditions included in this proposal and our current Master Services Agreement will be in effect during this work. If time is a critical factor, we are prepared to provide our services on a signed facsimile of the MSA and Work Order. If a facsimile is received, we will assume all conditions in this proposal are acceptable and in effect until receipt of the signed original Work Order. If a different contract is required or requested, we would be pleased to discuss this option with you, however some delays may be incurred in order to review the agreement.

CLOSURE

We appreciate the opportunity to present our proposal for inspection and testing services to the City of Sammamish on this project and look forward to its forthcoming success. If you have questions regarding this proposal, our services and fees or if additional information is required, please contact our office at (425) 636-7900.

Sincerely,

KLEINFELDER WEST, INC.



Daniel A. Berta, LEG
Senior Project Manager



Jeremy M. Mason, PE
Senior Materials Engineer
Materials Group Manager

DAB/JMM/MBB: jw

Attachment: Table 1 – Cost Summary

Table 1 - Cost Estimate - Sammamish MOF

TASK 1				
GEOTECHNICAL TESTING & OBSERVATION				
Plan and Specification review	8	\$	171.00	\$ 1,368.00
Technician- Density Testing, Inspection & Observation	130	\$	71.00	\$ 9,230.00
ESTIMATED SUBTOTAL				\$ 10,598.00
Professional Engineering Services During Construction				
Project Engineer	8	\$	132.00	\$ 1,056.00
Senior Engineer	5	\$	171.00	\$ 855.00
ESTIMATED SUBTOTAL				\$ 1,911.00
TASK 2				
CONCRETE TESTING & INSPECTIONS				
WABO/ICC Special Inspector - Concrete (ten 2-hr pours)	20	\$	68.00	\$ 1,360.00
Cylinder Pick up	10	\$	65.00	\$ 650.00
ESTIMATED SUBTOTAL				\$ 2,010.00
Structural Steel & Welding Inspection				
WABO/ICC Welding/Bolted Connections Inspector	40	\$	74.00	\$ 2,960.00
Non Destructive Testing (UT/MT/DP)	8	\$	84.00	\$ 672.00
ESTIMATED SUBTOTAL				\$ 3,632.00
TASK 3				
MISCELLANEOUS TESTING				
Laboratory testing				
Sieve Analysis	4	\$	130.00	\$ 520.00
Moisture density Analysis (Proctor)	4	\$	200.00	\$ 800.00
Moisture Determination	4	\$	15.00	\$ 60.00
concrete cylinders(4 inch dia. - four per pour, est. 10 pours)	40	\$	20.00	\$ 800.00
ESTIMATED SUBTOTAL				\$ 2,180.00
TASK 4				
PROJECT MANAGEMENT, ADMINISTRATION, AND FINAL REPORT				
Project Manager (1hr/week, 10 weeks)	10	\$	132.00	\$ 1,320.00
Administration, word Processing, Misc.	6	\$	60.00	\$ 360.00
Dispatch/Field Coordination (1hr/week, 10 weeks)	10	\$	40.00	\$ 400.00
Vehicle's/Day/Person (30 days)	30	\$	50.00	\$ 1,500.00
Final Letters	1	\$	1,000.00	\$ 1,000.00
ESTIMATED SUBTOTAL				\$ 4,580.00
ESTIMATED TOTAL FEE				\$ 24,911.00

Human Services Grants - Description of Services Provided

Organization	Description of Service
Assistance League of the Eastside	Operation School Bell provides new clothing to students selected by school personnel. The students attend a shopping event with their parents at a local Fred Meyer overseen by Assistance League volunteers. Each child is given a \$120 gift card.
Athletes for Kids	Youth mentorship program committed to creating and maintaining long term, rewarding mentorship/friendships between special-needs children and high school athletes. Our focus is on developing inclusion in local schools.
AtWork!	Serving individuals with disabilities by providing a person who is knowledgeable and connected to the business community, who actively consults with prospective employers and discovers an employment match between individuals served by AtWork! And the needs of the business.
Child Care Resources	Information and referral to help families find appropriate child care; training and technical assistance for child care providers; and community education regarding child care issues.
Children's Response Center - Harborview	The Center provides comprehensive state defined sexual assault services to child sexual abuse/traumatic stress victims and to the community. Core services: crisis intervention, legal and medical advocacy, support, information and referral, system coordination, prevention/education, assessment/recovery therapy (individual, family, group), support groups.
Community Health Centers of King County - Dental	The Primary Dental Program offers preventive, restorative and urgent dental care to anyone regardless of their ability to pay. This is the only program in North and East King County offering long term dental care to children and adults regardless of insurance status.
Community Health Centers of King County - Medical	CHCKC offers primary medical care to anyone regardless of their ability to pay. The comprehensive care we deliver includes prevention and treatment of chronic illness, acute and urgent care.
Eastside Baby Corner	Eastside Baby Corner makes a positive difference in the lives of children and families in need by collecting and purchasing children's items and distributing them free of charge through local service care providers.
Eastside Domestic Violence Program	The Community Advocacy Program provides advocacy and support to survivors of domestic violence in the community via a crisis line, advocacy based counseling, support groups, legal advocacy, and children's services. Education and outreach to raise awareness of domestic violence is also provided
Eastside Interfaith Social Concerns Council	CFH Emergency Shelter program provides a service-enhanced emergency shelter with 30 beds, 3 meals, and case management.
Eastside Interfaith Social Concerns Council	The CFH Housing program places homeless men into housing, provides rent subsidies and case management.
Eastside Legal Assistance Program	Eastside Legal Assistance Program provides civil legal services to low income residents of East and Northeast King County.
Elder and Adult Day Services	Therapeutic individualized care in a group setting, designed to improve the health, well-being and quality of life, for the frail elderly and disabled adults, and those who care for them.
Encompass	The Birth to Three Program at Encompass provides comprehensive services for children under the age of three, with developmental delays.
Faith In Action	We provide support and assistance to seniors who live in Greater Issaquah and Sammamish. Our staff recruits and trains volunteers to provide simple, practical services (transportation, home maintenance and repair, chores, yard work) to seniors, helping them maintain and enhance their independence.
Friends of Issaquah Salmon Hatchery	FISH's mission is to retain and improve the historic hatchery and promote watershed stewardship through education programs. The requested funding will pay for materials associated with classroom and fish hatchery visits, as well as for staff time needed to conduct volunteer recruitment and training. In-class visits to Sammamish reached 776 students. This is twice the number as in 2003. Watershed conservation is at the core of FISH's education program. When young citizens begin learning about the importance of taking care of their watershed when they are in grade school they grow up to become concerned, empowered and active citizens.

Organization	Description of Service
Friends of Youth Family Services	Friends of Youth/Youth and Family Services provides Mental Health and Substance Abuse Counseling to Issaquah and Sammamish Youth and their families in the Issaquah School District. (FOY also provides School Based prevention locally, and Emergency Youth Shelter and foster care homes regionally.)
Friends of Youth/Healthy Start	Healthy Start (HS) is a voluntary home visitation program that supports healthy child development, enhances parenting skills, improves the quality of parent-child interactions, and promotes school readiness activities for families at-risk for child abuse and neglect and poor education outcomes.
Hopelink/Avondale Park	Avondale Park provides 8 units of emergency shelter and supportive services for homeless families and single women and 50 units of transitional housing and services for homeless families and individuals.
Hopelink/Emergency Services	Hopelink Emergency Services Program serves low-income families and individuals residing in north and east King County, offering a wide range of services including food, financial assistance for eviction prevention, first month's rent, utility assistance, medical prescriptions, and bus tickets.
Hopelink/Family Development Program	The Family Development Program provides long-term case management to low income families in North and East King County. We assist families in setting and achieving goals that move them toward self-sufficiency and toward safe and thriving lives.
Issaquah Church and Community Services	Clients phone or come to office for emergency financial help with rent, utilities, gas, food, bus tickets or other needs.
Kinderling Center	Kinderling's Early Childhood Consultation program ensures families and caregivers have the training and information they need to provide high-quality early care and education for young children residing in East King County.
King County Sexual Assault Resource Center	Comprehensive and integrated services for victims of sexual assault, their families and the community, including prevention, education and training. All victim services provided in English and Spanish.
Lake Washington Schools Foundation	Classroom and School Enrichment Grants make funds available to schools in the Lake Washington School District for innovative and creative projects that enhance or challenge learning while addressing specific needs of students served.
NAMI Eastside	We provide support to families and individuals whose lives are impacted by mental illness, through support groups, in-depth classes, monthly educational forums, a speaker's bureau, newsletter, website and referral service.
NAMI Eastside/HERO House	HERO House, is a clubhouse model of psychiatric rehabilitation and fully certified by the International Center for Clubhouse Development. It is a place where adults in recovery from serious mental illness come to regain their lives and rejoin their community.
Skyline High School	Funds would provide scholarship money for students who are finding it difficult to meet the financial demands required for full participation in high school activities. The school relies on information from the counseling department and on the eligibility for the Free and Reduced lunch program in the school district.
St. Vincent DePaul	The Society of St. Vincent de Paul is an international Catholic organization of lay persons who seek to help those who are suffering, without regard to religious affiliation. The major activities consist of providing help to local needy individuals and families with rent, utility bills, food, clothing and furniture.
Youth Eastside Services	YES Early Intervention for Youth At-Risk program provides at-risk youth ages 6-20 and their families with a comprehensive range of mental health, sexual abuse and substance abuse counseling services.

Human Service Grant History

Organization	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total By Organization
Assistance League of the Eastside					\$4,560.00	\$6,000.00	\$6,480.00	\$5,000.00	\$5,000.00	\$5,000.00	\$32,040.00
Athletes for Kids			\$4,000.00	\$1,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$53,000.00
AtWork!							\$2,200.00	\$2,200.00	\$2,310.00	\$2,310.00	\$9,020.00
Boys & Girls Club						\$10,000.00					\$10,000.00
Child Care Resources					\$2,000.00	\$5,000.00	\$5,000.00	\$5,150.00	\$10,000.00	\$10,000.00	\$37,150.00
Children's Response Center - Harborview					\$2,500.00	\$2,500.00	\$2,550.00	\$2,600.00	\$2,575.00	\$2,575.00	\$15,300.00
Community Health of K.C. (Medical)									\$6,500.00	\$6,500.00	\$13,000.00
Community Health of K.C. (Dental)									\$4,000.00	\$4,000.00	\$8,000.00
Eastside Baby Corner				\$1,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$5,000.00	\$6,000.00	\$6,000.00	\$21,200.00
Eastside Domestic Violence Program				\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$70,000.00
Eastside Interfaith Social Concerns Council (Shelter)									\$2,000.00	\$2,000.00	\$4,000.00
Eastside Interfaith Social Concerns Council (housing)									\$3,000.00	\$3,000.00	\$6,000.00
Eastside Legal Assistance Program		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,020.00	\$2,020.00	\$13,040.00
Eastside Literacy					\$5,095.00	\$6,752.00					\$11,847.00
Elder and Adult Day Services		\$5,720.00	\$5,000.00	\$5,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$72,720.00
Encompass					\$0.00	\$5,000.00	\$6,000.00	\$6,500.00	\$6,800.00	\$6,800.00	\$31,100.00
Faith In Action		\$9,000.00	\$8,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$84,000.00
Family Resource Center					\$10,000.00						\$10,000.00
Friends of Issaquah Salmon Hatchery						\$1,000.00		\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00
Friends of Youth (Family Services)	\$10,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$99,000.00
Friends of Youth (Healthy Start)						\$2,368.00	\$2,560.00	\$3,500.00	\$3,680.00	\$3,680.00	\$15,788.00
Hopelink (Avondale Park)							\$5,000.00		\$5,000.00	\$5,000.00	\$15,000.00
Hopelink (Emergency Services)						\$5,000.00		\$5,500.00	\$6,050.00	\$6,050.00	\$22,600.00
Hopelink (Family Development Program)							\$2,500.00		\$2,500.00	\$2,500.00	\$7,500.00
Issaquah Church and Community Services									\$2,000.00	\$2,000.00	\$4,000.00
Kinderling Center		\$5,672.00	\$4,284.00	\$4,494.00	\$5,600.00		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$60,050.00
King County Sexual Assault Resource Center					\$2,000.00	\$2,000.00	\$2,500.00	\$2,600.00	\$2,730.00	\$2,730.00	\$14,560.00
Lake Washington Schools Foundation								\$1,500.00	\$3,000.00	\$3,000.00	\$7,500.00
NAMI Eastside					\$5,000.00		\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$23,000.00
HERO House									\$1,500.00	\$1,500.00	\$3,000.00
Network Services of Puget Sound					\$10,000.00	\$10,000.00					\$20,000.00
Northwest Mentoring & Educational Center		\$4,800.00	\$4,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,300.00	\$7,000.00			\$38,100.00
Skyline High School					\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00
St. Vincent DePaul						\$5,000.00		\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00
Youth Eastside Services	\$10,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$99,000.00
Total Yearly Allocation	\$20,000.00	\$46,192.00	\$46,284.00	\$52,494.00	\$103,755.00	\$127,620.00	\$117,290.00	\$129,550.00	\$158,665.00	\$158,665.00	



Memorandum

Date: April 6, 2010
To: City Council
From: Ben Yazici, City Manager
Re: Draft MOU Between City of Issaquah and City of Sammamish Related to the Klahanie Park Transfer

Background:

August 2009, former County Executive Kurt Triplett, released a list of King County owned parks that were scheduled to be mothballed due to budget cuts. Klahanie Park was on the list. Shortly after that announcement was made, Sammamish staff were contacted by King County Parks staff to discuss the potential transfer of this park. It was understood at that time that the City of Issaquah did not have the resources necessary to maintain the park.

Numerous meetings have occurred since that time, including a recent meeting on March 4, 2010 with Councilmember Kathy Lambert, representatives of Klahanie HOA Board, King County Parks Staff, and the City of Sammamish. At this meeting a concern was raised by the Klahanie HOA Board representatives related to potential future annexation of Klahanie. They expressed a strong desire for the park to be owned and operated by the entity that annexes Klahanie.

In response to the concerns raised by the Klahanie HOA Board, King County staff prepared a Memorandum of Understanding (MOU) for use by the City of Issaquah and the City of Sammamish. The MOU states that, "The Parties agree that at such time that an annexation vote changes the current governance structure in place, the Parties will align the ownership of Klahanie Park to the governing entity."

The MOU and the Klahanie Park transfer were discussed at the joint meeting between the Issaquah City Council and the Sammamish City Council on March 9, 2010. Both parties committed to review the MOU and to further discuss the potential transfer of Klahanie Park.

Next Steps:

Direction is needed from the City Council on the MOU and next steps related to the potential transfer of Klahanie Park.

Attached:

- Draft MOU Between City of Issaquah and City of Sammamish, dated 03-04-10

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CITY OF ISSAQUAH
 CITY OF SAMMAMISH
 FOR THE TRANSFER, OPERATION, AND MAINTENANCE OF
 KLAHANIE PARK

This Memorandum of Understanding (“MOU”), between the City of Issaquah (“COI”), and the City of Sammamish (“COS”) documents their intent to partner in good faith to develop an amenable, long-term strategy to keep Klahanie Park in public ownership and open to the public. Together, COI and COS are referred to herein as “the Parties.”

The COI and COS have a strong commitment to the communities of Sammamish, Issaquah and Klahanie to ensure that recreational opportunities and passive open space are available to area residents. Based on this commitment the Parties have agreed to formalize this goal with an MOU outlining their goals for long term maintenance and ownership of Klahanie Park. In pursuit of this common goal, the Parties agree to work cooperatively and in good faith with each other and King County to develop a strategy with regard to ownership and governance of Klahanie Park.

In the interest of keeping Klahanie Park open and available to the public, COI and COS agree in principle to the following concepts and guidelines:

- ...The Parties agree that Klahanie Park serves the recreational needs of constituents from the greater Issaquah, Sammamish and surrounding unincorporated community
- ...The Parties acknowledge that the COS has the resources and infrastructure to maintain this facility at the current or higher level of service
- ...The Parties agree that it is in the best interest of the general public for King County to transfer Klahanie park to COS , and that it is in the best interest of all parties that COS shall take on ownership and maintenance responsibility for Klahanie Park at this time
- ...The Parties agree that at such time that an annexation vote changes the current governance structure in place, the Parties will align the ownership of Klahanie park to the governing entity.

This MOU expires at midnight on December 31, 2013, OR at such time that either COI or COS, in their Party’s sole discretion, deem the proposed concepts to be unachievable. The Parties may agree in writing to amend or renew this MOU to extend its duration.

The Parties, by and through their undersigned representatives, understand, acknowledge and agree that this MOU creates an agreement to continue to a negotiate in good faith; PROVIDED THAT the Parties also understand, acknowledge and agree that this MOU creates no other legal right, obligation or cause of action in the Parties. Nothing in this Memorandum shall create any legal right, obligation or cause of action in any person or entity not a party to it.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding.

CITY OF ISSAQUAH

CITY OF SAMMAMISH

title

title

Date:

Date:



Memorandum

Date: April 6, 2010
To: City Council
From: Ben Yazici, City Manager
Re: Sewer Connections at Beaver Lake Park

Background:

In 2007, the Sammamish Plateau Water and Sewer District (District) approached the City regarding installation of a sewer line along West Beaver Lake Drive SE. To make this connection, a line would need to be constructed through the parking lot of Beaver Lake Park (on the Lodge side of the park). The sewer line currently terminates at the Beaver Lake Maintenance Shop.

Staff met with residents interested in making this connection and also met numerous times with District staff to discuss the options. The staff recommendation, as presented to Council previously, was to coordinate installation of the sewer line with the Phase I Improvement Project at Beaver Lake Park (Phase I), scheduled to begin sometime in 2011.

Further work has been done recently to identify the sewer costs associated with Phase I. A summary of the staff discussions and the cost estimates are provided below.

- District staff provided an estimated cost for installation of sewers to the City in a letter dated July 23, 2009. Using "Standard District Policy," the City cost for a sewer connection at the Lodge area (Phase I) is estimated at \$1,612,120.
- The City cost for the sewer connection at the ball field side of the park (244th Avenue SE) will be an additional \$541,008.
- In the letter, District staff proposed a 'Policy Modification Consideration,' by which the park could be divided into 4 distinct use areas: maintenance shop, lodge area, ball fields and the north woods. This approach allows the sewer construction costs to be split further, thereby reducing the City cost for Phase I to \$507,345.
- At a meeting between City staff and District staff on September 23, 2009, District staff explained that the hesitation of the Board to approve the modified District Policy was due to the concern that they would never be able to recoup the cost (estimated at \$1 million) of the existing sewer line that transverses the park. This section of sewer line, however, was necessary to connect an adjacent subdivision to sewers a number of years ago.
- The meeting minutes from the District Board Meeting dated September 21, 2009 state that, "Commissioner Warren suggested the Board review this when the master plan is completed and enter into an ILA with the City to agree on the connection charges when

they would be due and payable to the District. He does not have any concerns with segregating the park.”

The Lodge, the Maintenance Shop and the ball field restrooms are currently operating on septic systems. All three systems are working properly.

A new near-shore restroom is proposed as part of the Master Plan. Construction of this restroom building in the future will require connection to a sanitary system. Preliminary investigations indicate that there is adequate space at the park to design and install a septic system to support this future restroom. Additional study, however, would be needed if this option is pursued.

The total project budget for Phase I is \$1.75 million. Inclusion of the sewer line at an estimated cost of \$500k to the City will result in a significant reduction in the scope of work for the “park-related” improvements.

Recommendation:

Due to the prohibitive cost of the sewer line construction and connection, staff are recommending continued use of the existing septic systems at Beaver Lake Park.

Attached:

- Graphic from Sammamish Plateau Water & Sewer District showing proposed and existing sewer lines at Beaver Lake Park.



Memorandum

DATE: March 31, 2010
TO: Ben Yazici, City Manager
FM: Kamuron Gurol, Community Development Director
Michael Matthias, Town Center Project Manager
RE: April 6th City Council meeting - Town Center Development Regulations

Summary

The April 6 meeting will continue with the City Council's review of the recommended Town Center Development Regulations. Those specific elements are described below.

Process and content

The specific code sections to be reviewed include:

- 21B.25 Development Standards - Density and Dimensions
- 21B.30 Development Standards - Design Requirements
- 21B.40 Development Standards - Parking and Circulation

At the meeting of March 15th, the City Council indicated a consensus position to retain 240 residential dwelling units in the "D" civic zone, consistent with the Town Center Plan. (The Planning Commission had recommended that the "D" zone not be provided with any residential densities and they had placed the 240 units into the residential incentive pool). This has an impact on 21B.25 - Density and Dimensions, especially in regards to the available Incentive Pool for residential units. A revised set of tables and graphs are attached herein.

There are several additional changes recommended by staff/consultants to augment the open space requirements in the Design Guidelines (21B.30). These primarily address sites adjacent to parks and rooftop decks.

Attached to this memo are summary sheets of the proposed development regulations, in a section-by-section format. We hope the summary sheets will serve to facilitate City Council's review by highlighting the key elements of each section. Also attached is the timeline for review through June 15, 2010 adoption date.

Please let either Michael or myself know if you have any questions, thanks!

Summary of Key Town Center Code Elements

The following document is intended to clarify to City Council the key elements of the proposed Town Center Code. The bullet points below address the approach and rationale of the code organization and notable code sections, and the relationship with Title 21A and the Town Center Plan.

General Code Organization

- Title 21B **generally follows the same organization as the citywide code (21A)** in terms of chapters and where possible, sections. This format allows for a high level of consistency with citywide code, while allowing for necessary changes that reflect the unique conditions and objectives for the Town Center.

Chapter 21B.25 (Development Standards - Density and Dimensions)

- The density and dimensions chart (21B.25.030) is based on recommendations in Appendix 1 of the Town Center Plan.
- 21B.25.040, Provisions to Obtain Additional Residential Density or Commercial Development Capacity. While these provisions are based on the Town Center Plan, greater refinement and specificity is provided here, notably:

Bonus Dwelling Units (1)

- TC-A zones: Available through affordable housing incentives. Once affordable housing pool is exhausted, bonuses may be obtained through transfer of development rights (TDR's) credits;
- TC-B zones: Available through a combination of affordable housing incentives and TDR credits;
- TC-C zones: Available only through TDR credits (and not affordable housing incentives);
- TC-D zone: Available only through TDR credits;
- E zones: Bonus dwelling units are not available.

Bonus Commercial Development Capacity (2)

- Provides base allocation and bonus allocation that is proportionally based on the size of the TC-A zone compared to other TC-A zones.
- Includes a toolbox of options for bonus capacity design criteria. The list includes desirable design or use features that go above and beyond minimum requirements of code.
- Sections 21B.25.050-.200 includes only minor refinements from the dimensions language in Chapter 21A.25.

Chapter 21B.30 (Development Standards – Design Requirements)

Format/Approach Notes

- Chapter is divided into the following elements:
 - Site Planning – layout of buildings, open spaces, and circulation elements

- Site Design Elements – design criteria of site elements, including open space, pathways, service areas, fences, etc.
- Building Design – criteria for scale, details, materials, etc.
- Single Family – which includes provisions that apply specifically to detached housing types.
- The Town Center Plan objectives and plan elements served as a base for preparing the detailed design requirements.
- The design requirements emphasize firm, clear minimum standards, but often include departure opportunities whereby applicants can propose alternative treatments provided they can successfully demonstrate how such alternatives meet the intent of the standards. Detailed criteria and graphics are typically used to aid document users of good and bad departure examples.
- Standards often use a toolbox approach where there are often several ways of meeting the requirement. This allows options for applicants and a sure way to meet the requirements.

Site Planning Elements

- **Streetfront Orientation (21B.30.100):** Standards depend upon which type of street a property fronts onto:
 - Pedestrian-oriented streets or corridors – which emphasize a “main street” form with storefronts adjacent to the sidewalk.
 - Mixed-use street – which allows for storefronts or landscaped setbacks (where either commercial or residential on the ground floor are acceptable).
 - Residential street – which emphasize modest landscaped setbacks.
 - For each of the street types above, parking lots shall largely be hidden from view.
 - 228th Avenue SE – which warrants its own unique frontage standards – emphasizing heavy landscaping, although a storefront adjacent to the sidewalk is an option for mixed-use zones.
 - Connector Streets – which emphasize landscaped setbacks, but provide greater flexibility on the location of parking lots and buildings entries/orientation.
 - The designation of street types for new streets are made during the UZDP or subdivision process based on the criteria in 21B.30.110.
- **Street Layout (21B.30.110):** Standards provide for a hierarchy of connected streets. While the standards here encourage small block sizes for better connectivity, there is flexibility to the street layout to minimize environmental impact and to provide the opportunity for creative solutions.
- **Trail Network (21B.30.130):** Emphasizes that developments must include trails that meet the goals and objectives of the Town Center Plan – and that the trail network shown in the plan shall serve as the model, or guide.
- **Side and Back Yard Compatibility (21B.30.150):** Includes provisions to facilitate coordinated development that:
 - Encourages trails and pedestrian pathways along internal property lines in TC-A and TC-B zones.

- Enhances privacy and solar access to residential units.
- Provides for zero-lot line development in the TC-A zones.
- Provides for landscaped buffers between commercial or multifamily development and existing single family uses outside of the Town Center Boundary and within the TC-C zones.
- **Open Space Requirements (21B.30.160):** Sets standards for the amount and types of open space required for commercial, multifamily, and townhouse development. Specifically:
 - Emphasizes that the amount of open space required in the TC-A zones will be set during the UZDP process consistent with goals and objectives of the Town Center Plan.
 - Encourages a variety of usable open spaces for multifamily uses.
 - Requires usable yard space and/or balconies attached to units.
- **Stormwater facility planning (21B.30.170):** Notes that projects shall adhere to the Stormwater Master Plan for the Town Center, which emphasizes Low Impact Development Techniques. This section also provides standards to integrate the stormwater management features into the development as a visual amenity.

Site Design Elements

- **Pedestrian Amenities (21B.30.200):** Requires developments to choose at least two streetscape amenity features from a list on designated pedestrian-oriented and mixed-use streets (TC-A zones). These are elements above and beyond minimum code requirements.
- **Street Design (21B.30.230):** Similar to the street layout standards, this section refers applicants to the goals and policies of the Town Center Plan to serve as the guide to street design (graphic in section is copied from the plan). The guidelines emphasize pedestrian-friendly design, multi-modal transportation, and low-impact development.
- **Open Space Design (21B.30.240):** Provides standards for the design of the various types of open space required in Section 21B.30.160 referenced above. The major emphasis is for these areas to be safe and welcoming, and serve as both visual and recreational amenities.
- **Trail Design (21B.30.250):** Provides standards for the design of public and private trails delineated per Section 21B.30.130 above. Key elements are minimizing environmental impacts, compatibility with adjacent uses, and appropriate width, surfacing, and maintenance of the trails.

Building Design

- **Character (21B.30.300):** Consistent with the goals and policies of the Town Center Plan, this section promotes architecture with a strong sense of human scale, fine detailing, and a use of quality materials rather than a particular architectural style. This section also prohibits corporate architecture – where the building is designed predominately by corporate identity features and thus difficult to adapt to other uses.
- **Architectural Scale (21B.30.310):** This section promotes articulation of facades to reduce the perceived scale of buildings and add visual interest. The standards employ the toolbox technique whereby applicants can choose from a number of ways to meet the standard. However, most of the standards here provide departure options whereby the applicant can propose other ways to meet the intent of the requirement. The maximum façade width

standards (4) are particularly critical in reducing the perceived scale of large buildings in the TC-A and TC-B zones.

- **Building Details (21B.30.320):** This section also uses the toolbox approach, where applicants can choose from a number of desirable façade detail options to meet the requirement. The goal of the standards is to provide for a broad range of small scale details that enhance the pedestrian environment in the TC-A zones. Also note the window design standards – which emphasize detailing that add visual interest and depth to facades.
- **Exterior Materials and Colors (21B.30.330):** This section provides special standards and limitations for the use of economical materials such as metal siding, concrete block, and stucco (or EIFS). Also included are special standards for wood and stone, and a list of prohibited materials. The standards add guidance on the use of colors (basic shell color, trim, accent, and roof color).

Single Family, Duplexes, and Cottages

- **Subdivision Design (21B.30.400):** Emphasizes design to create neighborhoods, encouraging alleys, and minimizing cul-de-sacs.
- **Single Family and Duplexes (21B.30.410):** Emphasizes covered front entries, windows facing the street, landscaping, usable open space, and minimizing the impacts of garages and driveways on the street.
- **Cottage Housing (21B.30.420):** Provides detailed standards for house size and height, private yards and common space, clustered arrangement of homes, location and design of parking areas, front porches, and character/diversity. Due to the small size of cottages, each cottage counts as a ½ dwelling unit for the purposes of density.

Chapter 21B.40 (Development Standards – Parking and Circulation)

- **Off-Street Parking Spaces (21B.40.030):** Updates the list of uses addressed in the chart consistent with permitted Town Center uses and adds standards for the “maximum” number of parking spaces permitted. The intent here is to avoid the construction of excessive parking spaces that might provide environmental, visual and other impacts to the Town Center.
- **Structured Parking Requirements (21B.40.150):** Provides standards emphasizing structured parking over surface parking consistent with Town Center Plan goals and policies (see Appendix 1 in the plan for direction). While the minimum percentage of structured parking is set at 80%, departures are listed with specific criteria related to economic conditions, phasing, unique physical conditions, and future garage construction.

Draft Sammamish Town Center Code: edits and proposed updates

(of Planning Commission Recommended Draft)

March 24, 2010

The following are editing corrections and other proposed changes to the Planning Commission's Town Center Code draft recommendations. Only the changes are shown herein – in track changes format with [additions](#) and ~~deletions~~ shown as such.

Suggested changes based on City Council member input that will need to be confirmed by a majority of City Council are included in **red**.

These revisions reflect consensus from City Council at the meeting of March 15, 2010 to:

provide residential density allocation to the D zone (240 dwelling units and 8 du/acre) per Town Center Plan.

21B.25.030

Densities and dimensions.

A. Table of densities and dimensional standards for Town Center Zones.

STANDARDS	TOWN CENTER ZONES				
	TC-A	TC-B	TC-C	TC-D	TC-E
Maximum Residential Density ^{1,2,3} (DU/Acre)	40 du/ac	20 du/ac	8 du/ac	20 du/ac <u>None</u>	1 du/ac
Allocated Residential Density ^{1,3,4} (DU/Acre)	16 du/ac	8 du/ac	4 du/ac	8 du/ac <u>None</u>	1 du/ac
Minimum Residential Density ^{1,3,5} (DU/Acre)	16 du/ac	8 du/ac	None	None	None
Allocated commercial area	Variable ^{6,7}	None ⁸	None	18 0-10,000	None
Minimum Lot Width ⁹	NA	NA	30 ft	NA	30 ft
Minimum Street Setback ^{10,11,12}	0 ft	10 ft ¹³	15 ft	15 ft <u>NA</u>	15 ft
Minimum Side Yard Setback ^{11,14}	NA	NA	7 ft	7 ft <u>NA</u>	10 ft
Minimum Back Yard Setback ^{11,14}	NA	20 ft	20 ft	20 ft <u>NA</u>	20 ft
Maximum Floor Area Ratio	NA	0.5 ¹⁵	0.5 ¹⁵	NA	NA
Maximum Height ¹³	60-70 ft ¹⁴	50 ft	35 ft	60 ft	35 ft

B. Development conditions.

1. Densities are based on gross developable acreage, which includes new roadways but not critical areas and buffers.
2. Maximum density means the absolute maximum density allowed after all incentives and bonus units are added per SMC 21B.25.040. Units purchased through the City's TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*) do not count toward maximum residential density. The number of allowed units on a property may exceed the maximum allowed density by the number of TDRs purchased.
3. Density applies only to dwelling units and not to sleeping units.
4. Allocated density is the density allowed by right, before any additional units are added per SMC 21B.25.040. See Figure 21B.25.030a below for clarification on the density allocation for all Town Center zones.
5. For TC-A zones, the 16 du/acre minimum density applies to the average net density for the entire sub-zone (or development site if it does not cover the whole sub-zone). Minimum densities for individual properties will be determined during the Unified Zone Development process.
6. A maximum of 600,000 square feet of commercial floor area are available within the Town Center, allocated during the Unified Zone Development process, with base allocations divided as follows:
 - a. 200,000 square feet in the TC-A-1 subzone.
 - b. 90,000 square feet in the TC-A-2 subzone.
 - c. 90,000 square feet in the TC-A-3 subzone.
 - d. 70,000 square feet in the TC-A-4 subzone.
 - e. 20,000 square feet in the TC-A-5 subzone.

An additional 130,000 square feet of "bonus" commercial floor area may be allocated to the subzones per the bonus criteria set forth in SMC 21B.25.040.
7. Additional commercial floor area may be available from the commercial development capacity bonus pool per SMC 21B.25.040.
8. Commercial floor area may be permitted in the TC-B zone provided the site is developed as part of a Unified Zone Development Plan with an adjacent TC-A zone, as agreed upon in the UZDP (subject to the size and type of development).
9. These standards may be modified under the provisions for zero lot line and townhouse developments.
10. See SMC 21B.30.100 for greater specificity, exceptions, and departures to minimum street setbacks.
11. See SMC 21B.30.160 for open space and landscaped area requirements.

12. Minimum setbacks for private garages or carports shall be 20 feet. This setback allows sufficient space to park most vehicles in the driveway without blocking movement along the sidewalk.
13. The minimum street setback may be reduced to zero if the site is part of a Unified Zone Development plan.
14. See also 21B.30 for greater specificity, exceptions, and departures for side and rear yard setbacks. For townhouse and multifamily development, the minimum side and back yard setback shall be 20 feet along any property line abutting R-1 through R-8 zones and TC-C and TC-E zones, except for structures in on-site play areas, which shall have a setback of five feet.
15. Maximum floor area ratio (Total occupiable building area, including garage, divided by total lot area) applies only to detached single family houses, and duplexes.
16. See SMC 21B.25.050(3) for measurement of height.
17. The maximum height as measured in SMC 21B.25.050(3) is 70 feet (with a maximum of six stories above the adjacent street(s)) west of 228th Avenue SE and 60 feet (with a maximum of five stories above adjacent street(s)) east of 228th Avenue SE.
18. “D” zone commercial 0-10,000 sq.ft. may be allowed as part of an approved master plan (reference: Appendix 1, Town Center Plan: Regulatory Directions).

21B.25.040

Provisions to Obtain Additional (Bonus) Residential Density or Commercial Development Capacity

- (1) Bonus Residential Dwelling Units. SMC 21B.25.030 identifies the “Maximum Density” and “Allocated Density” for each Town Center zone. Projects may obtain additional density by complying with the affordable housing provisions set forth in SMC Chapter 21B.75 and/or through the City’s Transfer of Development Rights (TDR) program (*subject to the adoption by the City Council including the Town Center as a receiving site*). Bonus provisions vary by zone. Specifically:
 - (a) TC-A zones:
 - (i) Additional dwelling units are awarded from the Town Center’s available affordable housing bonus pool subject to compliance with affordable housing provisions set forth in SMC Chapter 21B.75. Within each quadrant, the bonus pool units shall be distributed on a first come, first serve basis, provided the development does not exceed the 40 dwelling units/acre density limit for the zone. Affordable housing bonus pool units shall be used until the pool of available units is exhausted.
 - (ii) Once the affordable housing bonus pool is exhausted, developments may obtain additional units only through the City’s TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*).
 - (b) TC-B zones: Additional dwelling units are awarded from a combination of the affordable housing bonus pool (if available) and through the City’s TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*), up to the zone’s specified maximum density. Specifically:

- (i) Until the affordable housing bonus pool is exhausted, 25 percent of additional requested dwelling units shall be taken from the bonus pool (subject to compliance with affordable housing provisions set forth in SMC Chapter 21B.75) and the remaining 75 percent of the requested dwelling units shall be obtained through the City’s TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*). The bonus pool units shall be distributed on a first come, first serve basis, provided the development does not exceed the density limits for the applicable zone. Affordable housing bonus pool units shall be used according to the ratio stated above until the pool of available units is exhausted.
- (ii) Affordable Housing units and TDR units may be accessed simultaneously, subject to the ratios defined in (21B.25.040(1)(b)(i)) above.
- (c) TC-C zones: Developments may obtain additional dwelling units only through the City’s TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*), up to the zone’s specified maximum density.
- (d) TC-D zone: Developments may obtain additional dwelling units only through the City’s TDR program (*subject to the adoption by the City Council including the Town Center as a receiving site*), up to the zone’s specified maximum density. ~~Bonus dwelling units are not available in this zone.~~
- (e) TC-E zone: Bonus dwelling units are not available in this zone.

See Figures 21B.25.040a and 21B.25.040b below for clarification on the distribution of bonus dwelling units per zone.

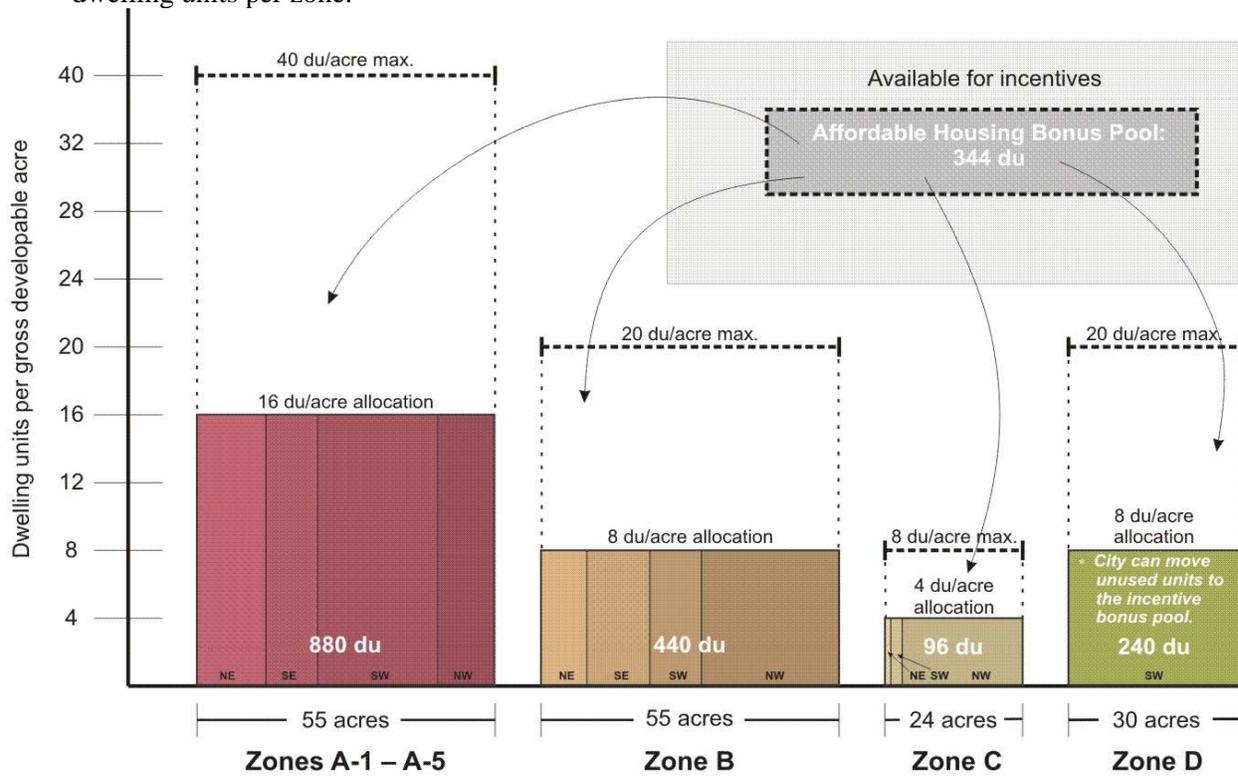


Figure 21B.25.040a. Illustrating the base and maximum residential development allocations (by the number of dwelling units) for the Town Center zones. Note that the pool of 584,344 dwelling units referenced in the upper box are available for distribution as bonus units.

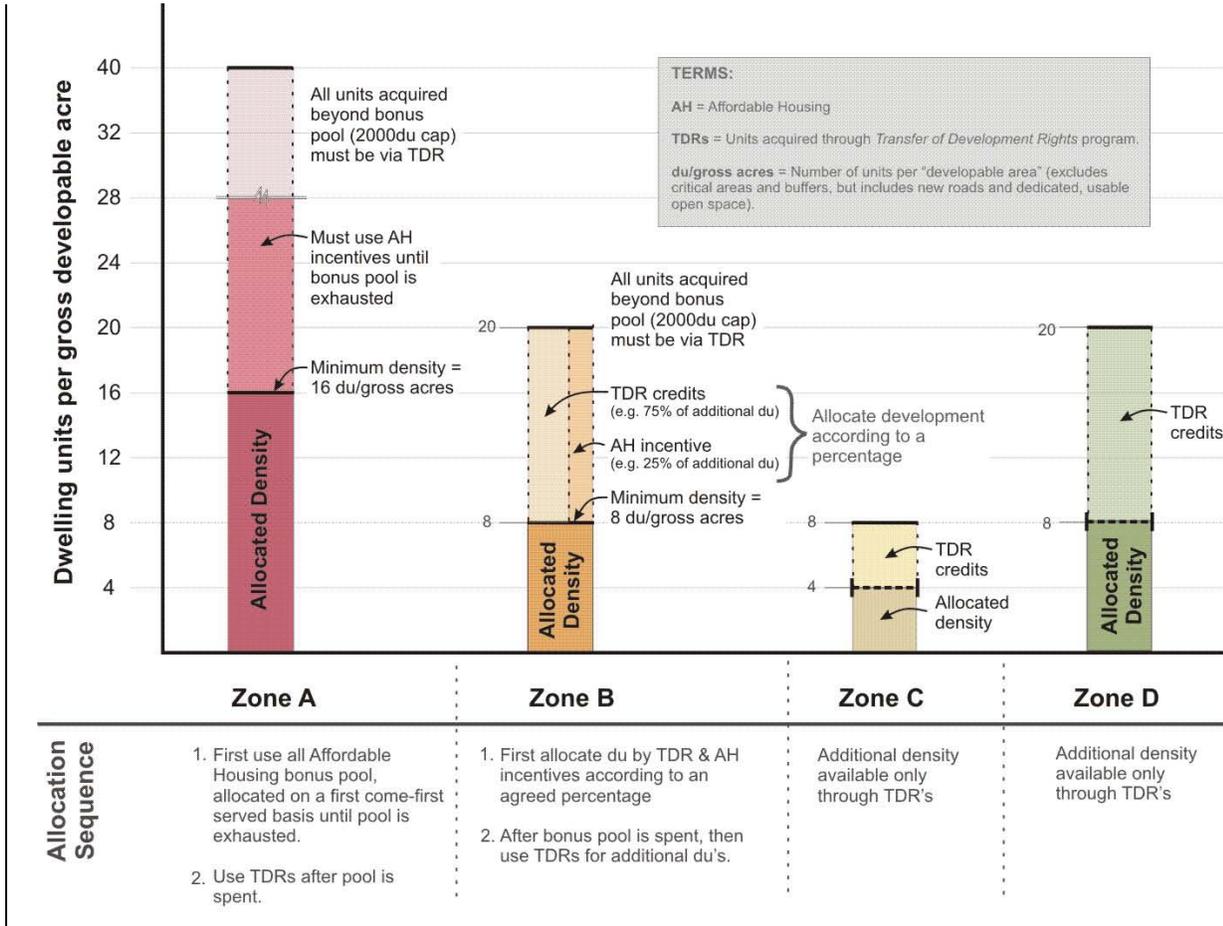


Figure 21B.25.040b. Standards for allocating bonus dwelling units per Town Center zones.

Draft Sammamish Town Center Code: MAKERS' edits and proposed updates

(of Planning Commission Recommended Draft)

March 5, 2010

The following are editing corrections and other proposed changes to the Planning Commission's Town Center Code draft recommendations. Only the changes are shown herein – in track changes format with additions and ~~deletions~~ shown as such.

21B.30.160

Site Planning – Open space.

(3) Open Space requirements for multifamily uses (excluding townhouses and cottage housing)

- (a) The intent of these standards is to provide a variety of private and common open spaces to serve the development. All multifamily development, including multifamily portions of mixed use development, shall provide open space at least equal to 10 percent of the building living space, not counting corridors, lobbies, etc. For buildings that are adjacent to or across the street from a public park, the minimum required open space shall be 5 percent of the livable floor area of dwelling units within each building. The required open space may be provided in a combination of the following ways. (NOTE – THIS REDUCES REQUIREMENT IN HALF IF ADJACENT TO A PARK.)
 - (i) 100 percent of the required open space may be in the form of common open space available to all residents and meeting the requirements of SMC 21B.30.240(3)(a). Common open space may be in the form of courtyards, front porches, patios, play areas gardens or similar spaces;
 - (ii) Up to 50 percent of the required open space may be provided by private or common balconies meeting the requirements of SMC 21B.30.240(~~32~~)(b);
 - (iii) Up to 50 percent of the required open space may be provided by shared roof decks located on the top of buildings which are available to all residents and meet the requirements of SMC 21B.30.240(~~32~~)(c); and/or
 - (iv) Up to 25 percent of the required open space may be provided by common indoor recreation areas meeting the requirements of SMC 21B.30.240(~~32~~)(d).

21B.30.240

(3) Multifamily ~~Common~~ open space design criteria

21B.30.410

Single-Family and Duplexes – Lot and building design.

(8) Minimum useable open space.

All ~~single-family~~ residences with garages in the back yard shall provide a contiguous open space equivalent to 10 percent of the lot size. Such open space shall not be located within the front yard.

The required open space shall feature a minimum dimension of 15 feet on all sides. For example, a 3,000 square foot lot would require a contiguous open space of at least 300 square feet, or 15 feet by 20 feet in area. Rooftop decks with direct and level access from dwelling units may be used to meet the requirements. Driveways shall not count in the calculations for usable open space. The Director may modify this requirement for angled building orientations, non-rectilinear or constrained (such as lots with steep topography) lots.

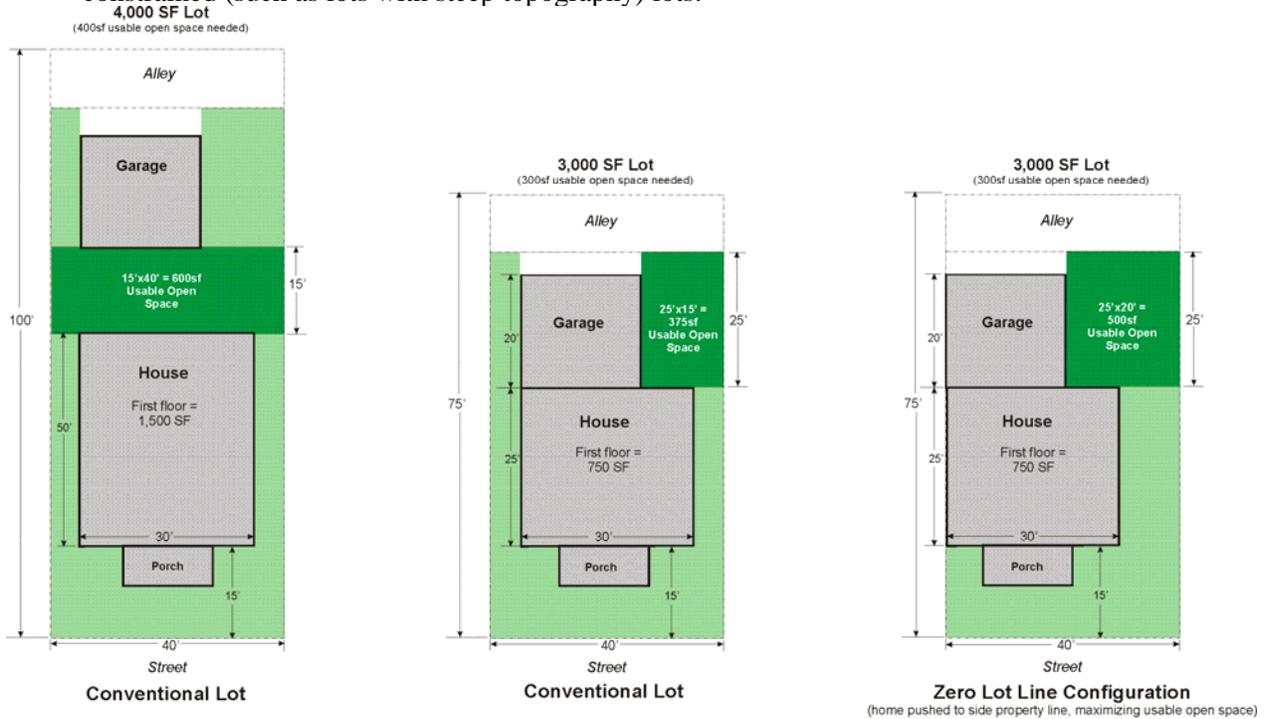


Figure 21B.30.410a. Open space requirements for alley-loaded lots.

TOWN CENTER DEVELOPMENT REGULATIONS/ZONING CITY COUNCIL REVIEW/ADOPTION SCHEDULE

<u>SUBJECT</u>	<u>TIMEFRAME</u>	<u>STATUS</u>	<u>SUBJECT</u>
Hardcopy Transmittal of Packet from PC	12-Jan-10	Completed	
City Council orientation on Comp Plan items	19-Jan-10	Completed	
Joint Meeting - Planning Commission/City Council	9-Feb-10	Completed	Opportunity for PC to explain various approaches and key decision points to City Council
Overview and discussion of process/timeline	15-Mar-10 Study Session - Tuesday (2 HOURS)		Framework of proposed Development regs
21B.05 21B.10 21B.15 21B.20			Authority Zoning and zoning map Definitions Permitted Uses
21B.25 21B.30 21B.40	6-Apr-10 Study Session - Tuesday (2 HOURS)		Density/dimensions Design standards Parking
21B.35 TC Stormwater Master Plan TC Infrastructure Plan Transfer Development Rights (TDR)	13-Apr-10 Study Session - Tuesday (2 HOURS)		Irrigation/Landscaping Note: Parks Commission has joint meeting with CC on 4/19 Will allow Parks Commission to comment on TC Infrastructure Plan and CC will have reviewed the Infrastructure Plan at 4/13 study session
21B.45 21B.75 21B.95	17-May-10 Study Session - Monday (2 HOURS)		Signage Affordable Housing Development Review
Open Public Hearing	18-May Regular Meeting - Tuesday		
Continue Public Hearing/Close Public Hearing/Deliberat	1-Jun-10 Regular Meeting		Deliberation may include review of Public Hearing comments from May 18 Public Hearing. Comments introduced at this evening's Public hearing can be reviewed at the final deliberation and adoption discussion on June 15
Adoption	15-Jun-10 Regular Meeting		Final deliberation and adoption
(denotes completed)			