

# AGENDA

## REGULAR MEETING

Call to Order (6:30 pm)

REVISED

Roll Call/Pledge of Allegiance

Public Comment (15 minutes)

Approval of Agenda

Student Liaison Reports (10 minutes)

- Eastlake High School (*Michelle Holmes*)
- Skyline High School (*Kim Lammers*)
- Sammamish Youth Board Representative (*David Lingenbrink*)

Presentations/Proclamations

- *Quarterly Reports: Administrative Services (10 minutes)*
- *Quarterly Reports: Fire and Police Services (10 minutes)*

Consent Agenda (1 minute)

- Payroll for pay period ending February 14, 2008 for pay date February 20, 2008 in the amount of \$237,421.53
- 1. Approval: Claims for period ending March 4, 2008 for Check No. 20233 through Check No. 20316 in the amount of \$828,820.25
- 2. Resolution: Accepting The City Of Sammamish Beaver Lake Park Off-Leash Area Perimeter Fencing Construction Project As Complete
- 3. Resolution: Accepting the installation of Amateur Radio Antenna as complete

Public Hearings—None

Unfinished Business—None

New Business

4. Appointment to Hopelink Board of Directors

Council Reports (21 minutes)

City Manager Report (10 minutes)

- Agreement: Soaring Eagle Park

Executive Session— If Necessary

Adjournment 8:00 pm)

### Public Comments

Provides an opportunity for citizens to address the Council regarding any issue. Comments are limited to three minutes.

### Consent Agenda

Agenda Bills and items listed below have been distributed to Council Members in advance for study.

If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Council Member.

### Regular Agenda

Council may add or take action on other items not listed on this agenda.

### Accommodations

The meeting room is wheelchair accessible American Disabilities Act (ADA) accommodations are available upon request. Please phone 425-295-0511 at least two (2) business days in advance.

### Television Rebroadcasts

Daily at: 7:00 p.m.  
1:00 a.m.  
7:00 a.m.  
1:00 p.m.

### Meeting Materials

Council Meeting Agenda Packets are available on the City's website at: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

**AGENDA CALENDAR**

|                   |         |                         |   |
|-------------------|---------|-------------------------|---|
| <b>March 2008</b> |         |                         |   |
| Tues 03/04        | 6:30 pm | Regular Council Meeting | Quarterly Reports: Public Safety/Admin Services<br>Resolution: Final Acceptance Beaver Lake Dog Park/Owl Fencing  |
| Tues 03/11        | 6:30 pm | Study Session           | Sports Field Analysis Discussion<br>Update: Lower Sammamish Commons Project<br>Town Center  |
| Mon 03/17         | 6:30 pm | Study Session           | Town Center Plan<br>LID Roundtable with Consultants   |
| Tues 03/18        | 6:30 pm | Regular Council Meeting | Quarterly Report: Public Works/Parks<br>Resolution: Adopting East Sammamish Park Master Plan<br>Resolution: Updated Beaver Lake Management Plan<br>Contract: Sammamish Landing Master Plan/Consultant (consent)<br>Contract: Hearing Examiner Services (consent)<br>Contract: Pine Lake Park Picnic Shelter Replacement/Contractor (consent)<br>Contract: Brick House Demolition (consent)<br>Contract: Sween House Design/Consultant (consent)<br>Bid Award: Performance Stage Purchase/ (consent)<br>Contract: Architectural Services Public Works Shop<br>Update: Permit Process Improvements<br>Executive Session |
| <b>April 2008</b> |         |                         |   |
| Tues 04/01        | 6:30 pm | Regular Council Meeting | Public Hearing First Read: Ordinance Code Interpretation Amendment<br>Bid Award: South Pine Lake Route Walkway Project  |
| Tues 04/08        | 6:30 pm | Study Session           | Evans Creek Preserve Preliminary Study Results<br>Town Center Plan  |
| Tues 04/15        | 6:30 pm | Regular Council Meeting | Public Hearing Second Read: Ordinance Code Interpretation Amendment   |
| Mon 04/21         | 6:30 pm | Study Session           | Town Center Plan  |
| <b>May 2008</b>   |         |                         |   |
| Tues 05/06        | 6:30 pm | Regular Council Meeting | Parks Commission Recommendation on Parks Bond and Parks CIP<br>Town Center<br>Contract: Freed House Foundation Construction and Move/Contractor (consent)   |
| Tues 05/13        | 6:30 pm | Study Session           | Discussion: Parks Bond and Parks CIP<br>Sammamish Landing Master Plan Early Input Discussion  |
| Mon 05/19         | 6:30 pm | Study Session           |   |
| Tues 05/20        | 6:30 pm | Regular Council Meeting | Town Center<br>Dedication: Confluence Sculpture   |
| <b>June 2008</b>  |         |                         |   |
| Tues 06/03        | 6:30 pm | Regular Council Meeting |   |
| Tues 06/10        | 6:30 pm | Study Session           | 2009/2010 Budget<br>Discussion: Parks Bond and Parks CIP  |
| Mon 06/16         | 6:30 pm | Study Session           | Discussion: Review Sammamish Landing Master Plan Alternatives   |
| Tues 06/17        | 6:30 pm | Regular Council Meeting | Resolution: 6-Year TIP<br>Resolution: 6-Year CIP<br>Resolution: Parks Bond  |
| <b>July 2008</b>  |         |                         |   |

|                      |         |                         |  |
|----------------------|---------|-------------------------|--|
| Tues 07/01           | 6:30 pm | Regular Council Meeting | Contract: Pine Lake Park Waterfront Improvement and Dock Replacement/Contractor                      |
| Tues 07/08           | 6:30 pm | Study Session           |  |
| Tues 07/15           | 6:30 pm | Regular Council Meeting |  |
| Tues 07/21           | 6:30 pm | Study Session           |  |
| <b>August 2008</b>   |         |                         | <b>No meetings</b>   |
| <b>Sept 2008</b>     |         |                         |  |
| Tues 09/02           | 6:30 pm | Regular Council Meeting |  |
| Tues 09/09           | 6:30 pm | Study Session           | PSW/Comcast/Millennium Cable Franchises  |
| Mon 09/15            | 6:30 pm | Study Session           | Ordinance: First Reading Franchise Agreements<br>Discussion: Sammamish Landing Preferred Alternative |
| Tues 09/16           | 6:30 pm | Regular Council Meeting |  |
| <b>October 2008</b>  |         |                         |  |
| Tues 10/07           | 6:30 pm | Regular Council Meeting | Ordinance: Second Reading Franchise Agreements<br>Contract: Sween House Remodel/Contractor (consent) |
| Tues 10/14           | 6:30 pm | Study Session           |  |
| Mon 10/20            | 6:30 pm | Study Session           |  |
| Tues 10/21           | 6:30 pm | Regular Council Meeting | Acceptance: South Pine Lake Route Project  |
| <b>November 2008</b> |         |                         |  |
| Tues 11/04           | 6:30 pm | Regular Council Meeting | Public Hearing/First Reading Ordinance: 2009-2010 Budget   |
| Tues 11/11           | 6:30 pm |                         | <b>Veterans Day City Offices Closed</b>  |
| Mon 11/17            | 6:30 pm | Study Session           |  |
| Tues 11/18           | 6:30 pm | Regular Council Meeting | Public Hearing/Second Reading Ordinance: 2009-2010 Budget  |
| <b>December 2008</b> |         |                         |  |
| Tues 12/02           | 6:30 pm | Regular Council Meeting |  |
| Tues 12/09           | 6:30 pm |                         |  |
| Mon 12/16            | 6:30 pm | Study Session           |  |
| Tues 12/17           | 6:30 pm | Regular Council Meeting |  |

| To Be Scheduled  | To Be Scheduled   | Parked Items   |
|--|---|--|
| <b>Resolution:</b> Adopting Evans Creek Preserve Master Plan<br><b>Resolution:</b> Acceptance Pine Lake Transit Access Project<br><b>Approval:</b> Non-Motorized Project Priority List<br>Street Lighting Standards Revision<br>Storm Drainage Manual Update<br><b>Contract:</b> 212 <sup>th</sup> Avenue Sidewalk Design/Construction<br><b>Public Hearing/Second Reading LID Ordinance</b> | <b>Resolution:</b> Pine Lake Water Quality Plan<br><b>Contract:</b> Louis Thompson Basin Plan Design (Jan 2007)<br><b>Parks Bond</b><br><b>Ordinance:</b> First Reading: Puget Sound Energy/Sewer Districts/Cable Franchise<br><b>Resolution:</b> Sammamish Commons Final Acceptance<br><b>Interlocal:</b> Soaring Eagle Park Transfer<br><br>Sammamish landing Preferred Master Plan Alternative (10/14) | Sculpture Loans for Sammamish Commons<br>Postal Package drop/postal center Connectivity<br>Duthie Hill Road Improvements<br>Affordable Housing<br>Lake Buffers |

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**Events**

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| Sunday | Monday   | Tuesday  | Wednesday   | Thursday   | Friday | Saturday |
|--------|--|--|---|--|--------|----------|
|        |  |  |   |  |        | 1        |
| 2      | 3  | 4<br>6:30 p.m.<br><b>City Council Meeting</b>        | 5   | 6<br>6:30 p.m.<br><b>Planning Commission Meeting</b> | 7      | 8        |
| 9      | 10   | 11<br>6:30 p.m.<br><b>City Council Study Session</b> | 12<br>6:30 p.m.<br><b>Parks and Recreation Commission Meeting</b>         | 13   | 14     | 15       |
| 16     | 17<br>6:30 p.m.<br><b>City Council Study Session</b> | 18<br>6:30 p.m.<br><b>City Council Meeting</b>       | 19<br>6 p.m.<br><b>Sammamish Youth Board Meeting</b>                      | 20<br>6 p.m.<br><b>Planning Commission Meeting</b>   | 21     | 22       |
| 23     | 24   | 25   | 26<br>6:30 p.m.<br><b>Parks and Recreation Commission Special Meeting</b> | 27   | 28     | 29       |
| 30     | 31   |  |   |  |        |          |

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City of Sammamish, M - F, 8:30 am - 5 pm

801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600

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Last updated 13 Nov 2006

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## Events

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| Sunday | Monday   | Tuesday   | Wednesday  | Thursday   | Friday | Saturday   |
|--------|--|---|--|--|--------|--|
|        |  | 1<br>6:30 p.m.<br><b>City Council Meeting</b>       | 2  | 3<br>6:30 p.m.<br><b>Planning Commission Meeting</b> | 4      | 5  |
| 6      | 7  | 8<br>6:30 p.m.<br><b>City Council Study Session</b> | 9<br>6:30 p.m.<br><b>Parks and Recreation Commission Meeting</b> | 10   | 11     | 12   |
| 13     | 14   | 15<br>6:30 p.m.<br><b>City Council Meeting</b>      | 16<br>6 p.m.<br><b>Sammamish Youth Board Meeting</b>             | 17<br>6 p.m.<br><b>Planning Commission Meeting</b>   | 18     | 19<br>10 a.m.<br><b>Spring Recycling Event</b>       |
| 20     | 21<br>6:30 p.m.<br><b>City Council Study Session</b> | 22  | 23   | 24   | 25     | 26<br>6 a.m.<br><b>Opening Day of Fishing Season</b> |
| 27     | 28   | 29  | 30   |  |        |  |

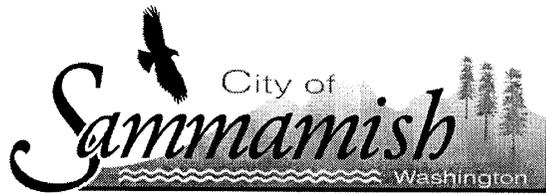
[List View](#)[To Top](#)

City of Sammamish, M - F, 8:30 am - 5 pm

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Last updated 13 Nov 2006



# MEMORANDUM

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**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** February 28, 2008  
**RE:** Claims for March 4, 2008

\$ 240,816.31  
556,515.86  
31,488.08

240,816.31 +  
556,515.86 +  
31,488.08 +  
828,820.25 \*

**TOTAL \$ 828,820.25**

Check # 20233 through # 20316

| <u>Check</u> | <u>Date</u> | <u>Vendor No</u> | <u>Vendor Name</u>        | <u>Amount</u>       | <u>Voucher</u>      |
|--------------|-------------|------------------|---------------------------|---------------------|---------------------|
| 20233        | 02/20/2008  | ANI              | ANI Administrators NW Inc | 1,011.56            | 000000              |
| 20234        | 02/20/2008  | CONSTRUC         | Construct Co              | 192,117.66          | 000000              |
| 20235        | 02/20/2008  | ICMA401          | ICMA 401                  | 30,498.22           | 000000              |
| 20236        | 02/20/2008  | ICMA401x         | ICMA401                   | 4,836.40            | 000000              |
| 20237        | 02/20/2008  | ICMA457          | ICMA                      | 11,411.58           | 000000              |
| 20238        | 02/20/2008  | MBI              | MBI Systems, Inc          | 773.20              | 000000              |
| 20239        | 02/20/2008  | WAREV            | Wa State Dept of Revenue  | 167.69              | 000000              |
|              |             |                  |                           | -----               |                     |
|              |             |                  |                           | <b>CHECK TOTAL:</b> | <b>\$240,816.31</b> |

| <u>Check</u> | <u>Date</u> | <u>Vendor No</u> | <u>Vendor Name</u>             | <u>Amount</u> | <u>Voucher</u> |
|--------------|-------------|------------------|--------------------------------|---------------|----------------|
| 20240        | 03/04/2008  | AADAMS           | AAdams Tree Serivce            | 3,267.00      | 000000         |
| 20241        | 03/04/2008  | ALDWORTH         | Kurt Aldworth                  | 604.38        | 000000         |
| 20242        | 03/04/2008  | ANDERMEL         | Melonie Anderson               | 77.09         | 000000         |
| 20243        | 03/04/2008  | APWA08           | APWA 2008 Spring Conference    | 600.00        | 000000         |
| 20244        | 03/04/2008  | ATTLONG          | AT&T                           | 79.76         | 000000         |
| 20245        | 03/04/2008  | CADMAN           | Cadman, Inc.                   | 573.49        | 000000         |
| 20246        | 03/04/2008  | COMCAST          | Comcast Cable Comm Inc         | 308.17        | 000000         |
| 20247        | 03/04/2008  | DAILY            | Daily Journal of Commerce      | 370.50        | 000000         |
| 20248        | 03/04/2008  | DAVID            | Davidson-Macri Sweeping, Inc   | 370.26        | 000000         |
| 20249        | 03/04/2008  | DELL             | Dell Marketing L.P.            | 9,801.99      | 000000         |
| 20250        | 03/04/2008  | EASTFIRE         | Eastside Fire & Rescue         | 414,040.75    | 000000         |
| 20251        | 03/04/2008  | EDGE             | Edge Concrete Construction LLC | 741.96        | 000000         |
| 20252        | 03/04/2008  | EVANS            | David Evans & Associates, Inc  | 2,274.95      | 000000         |
| 20253        | 03/04/2008  | FASTENAL         | Fastenal Industrial Supplies   | 309.64        | 000000         |
| 20254        | 03/04/2008  | FRANCO           | Francotyp-Postalia, Inc        | 2,500.00      | 000000         |
| 20255        | 03/04/2008  | G&M              | G & M Traffic Solutions        | 1,302.00      | 000000         |
| 20256        | 03/04/2008  | GFOA             | Govt Finance Officers Assoc    | 127.00        | 000000         |
| 20257        | 03/04/2008  | GOODBYE          | Goodbye Graffiti               | 205.82        | 000000         |
| 20258        | 03/04/2008  | HARTOFF          | Hartman Office Equipment Inc   | 250.47        | 000000         |
| 20259        | 03/04/2008  | HDFOWL           | H. D. Fowler Company           | 264.54        | 000000         |
| 20260        | 03/04/2008  | HEWLITT          | Hewlett Packard                | 7,664.38      | 000000         |
| 20261        | 03/04/2008  | HOPEFAMI         | Hopelink Family Development    | 625.00        | 000000         |
| 20262        | 03/04/2008  | HOWARD           | Lyman Howard                   | 46.46         | 000000         |
| 20263        | 03/04/2008  | HUSEMANN         | Kevin Husemann                 | 45.45         | 000000         |
| 20264        | 03/04/2008  | ICSC             | Int Council of Shopping Ctrs   | 100.00        | 000000         |
| 20265        | 03/04/2008  | ISA              | Int. Society of Arboriculture  | 155.00        | 000000         |
| 20266        | 03/04/2008  | ISSAQ1           | Issaquah Press, Inc.           | 2,146.70      | 000000         |
| 20267        | 03/04/2008  | ISSCITY          | City Of Issaquah               | 6,541.43      | 000000         |
| 20268        | 03/04/2008  | JIRSA            | Barbara Jirsa                  | 349.02        | 000000         |
| 20269        | 03/04/2008  | JKASSOC          | J & K Associates               | 1,954.80      | 000000         |
| 20270        | 03/04/2008  | KCFLEET          | King County Fleet Admin        | 290.28        | 000000         |
| 20271        | 03/04/2008  | KINGLUM          | King Luminaire Co. Inc         | 2,301.00      | 000000         |
| 20272        | 03/04/2008  | KINGPET          | King County Pet Licenses       | 237.00        | 000000         |
| 20273        | 03/04/2008  | LOCK             | Lockworks, Inc.                | 169.88        | 000000         |
| 20274        | 03/04/2008  | MILLERS          | Stephen Miller                 | 5,000.00      | 000000         |
| 20275        | 03/04/2008  | MINUTE           | Minuteman Press                | 37.41         | 000000         |
| 20276        | 03/04/2008  | MOBILEMA         | Mobile Maintenance & Mechanix  | 3,821.10      | 000000         |
| 20277        | 03/04/2008  | NELSONCO         | Walter E. Nelson Company       | 385.81        | 000000         |
| 20278        | 03/04/2008  | NETRUCK          | North End Truck Equip Inc      | 30,109.46     | 000000         |
| 20279        | 03/04/2008  | NINTEMAN         | Sara Ninteman                  | 22.22         | 000000         |
| 20280        | 03/04/2008  | NWCASC           | Northwest Cascade, Inc.        | 980.44        | 000000         |
| 20281        | 03/04/2008  | NWLAND           | Brickman                       | 12,456.64     | 000000         |
| 20282        | 03/04/2008  | NWWeath          | NW Weathernet                  | 275.00        | 000000         |
| 20283        | 03/04/2008  | OFFDEBSD         | Office Depot BSD               | 85.34         | 000000         |
| 20284        | 03/04/2008  | OREGONCI         | Oregon City/County Mgmt Assoc  | 280.00        | 000000         |
| 20285        | 03/04/2008  | PACE             | Pace Engineers, Inc.           | 756.25        | 000000         |
| 20286        | 03/04/2008  | PACPLANT         | Pacific Plants                 | 645.58        | 000000         |
| 20287        | 03/04/2008  | PACSURVE         | Pacific Surveying & Eng Inc    | 1,418.55      | 000000         |
| 20288        | 03/04/2008  | PERRY            | Steven Perry                   | 236.00        | 000000         |
| 20289        | 03/04/2008  | PERTEET          | Perteet, Inc.                  | 12,163.46     | 000000         |
| 20290        | 03/04/2008  | PSE              | Puget Sound Energy             | 1,399.79      | 000000         |
| 20291        | 03/04/2008  | PSF              | PSF Mechanical Inc             | 1,023.66      | 000000         |
| 20292        | 03/04/2008  | QWEST            | QWEST                          | 156.52        | 000000         |
| 20293        | 03/04/2008  | RED-E            | Red-E Topsoil                  | 1,350.25      | 000000         |
| 20294        | 03/04/2008  | REDMOND          | City Of Redmond                | 310.00        | 000000         |
| 20295        | 03/04/2008  | RENTME           | Rent Me Storage, LLC           | 3,179.88      | 000000         |

| <u>Check</u> | <u>Date</u> | <u>Vendor No</u> | <u>Vendor Name</u>             | <u>Amount</u> | <u>Voucher</u> |
|--------------|-------------|------------------|--------------------------------|---------------|----------------|
| 20296        | 03/04/2008  | RICHARDS         | Jessi Richardson               | 20.20         | 000000         |
| 20297        | 03/04/2008  | ROTARY           | Rotary Club Of Issaquah        | 130.00        | 000000         |
| 20298        | 03/04/2008  | SAM              | Sammamish Plateau Water Sewer  | 484.34        | 000000         |
| 20299        | 03/04/2008  | SEATIM           | Seattle Times                  | 1,717.28      | 000000         |
| 20300        | 03/04/2008  | SEQUOYAH         | Sequoyah Electric, LLC         | 3,422.73      | 000000         |
| 20301        | 03/04/2008  | SITELINE         | Sitelines Park & Playground    | 5,086.72      | 000000         |
| 20302        | 03/04/2008  | SNYDER           | Snyder Roofing of WA LLC       | 1,525.69      | 000000         |
| 20303        | 03/04/2008  | SONITROL         | Sonitrol Pacific               | 682.84        | 000000         |
| 20304        | 03/04/2008  | SOUNDLEG         | Sound Legal Copy, Inc          | 153.17        | 000000         |
| 20305        | 03/04/2008  | SPRING           | Springbrook Software, Inc.     | 800.00        | 000000         |
| 20306        | 03/04/2008  | SSUG             | Springbrook Soft Users Group   | 50.00         | 000000         |
| 20307        | 03/04/2008  | SUBURB           | Suburban Cities Association    | 50.00         | 000000         |
| 20308        | 03/04/2008  | TAGS             | Tags Awards & Specialties      | 40.65         | 000000         |
| 20309        | 03/04/2008  | TIGER            | Tiger Oak Publications, Inc    | 1,208.00      | 000000         |
| 20310        | 03/04/2008  | UNITRENT         | United Rentals NW, Inc         | 685.68        | 000000         |
| 20311        | 03/04/2008  | USHEALTH         | U S Healthworks                | 79.00         | 000000         |
| 20312        | 03/04/2008  | WAAUDIT          | Wa State Auditor's Office      | 3,313.31      | 000000         |
| 20313        | 03/04/2008  | WAPAT            | Wa State Patrol                | 30.00         | 000000         |
| 20314        | 03/04/2008  | WESTERN          | Western Graphics, Inc.         | 206.72        | 000000         |
| 20315        | 03/04/2008  | WMTA             | Wa Municipal Treasurers' Assoc | 40.00         | 000000         |

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**CHECK TOTAL: \$556,515.86**

| <u>Check</u>        | <u>Date</u> | <u>Vendor No</u> | <u>Vendor Name</u>            | <u>Amount</u>      | <u>Voucher</u> |
|---------------------|-------------|------------------|-------------------------------|--------------------|----------------|
| 20316               | 02/28/2008  | SAM              | Sammamish Plateau Water Sewer | 31,488.08          | 000000         |
| <b>CHECK TOTAL:</b> |             |                  |                               | <b>\$31,488.08</b> |                |



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Resolution: Accepting Beaver Lake Park Off Leash Area Perimeter Fencing Project as complete

**Meeting Date:** March 4, 2008

**Date Submitted:** February 19, 2008

**Originating Department:** Parks and Recreation

**Clearances:****Action Required:**

Approve resolution accepting construction of Beaver Lake Park Off-Leash Area Perimeter Fencing by Owl Fencing Inc. as complete.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Resolution

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**Budgeted Amount:** NA

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**Summary Statement:**

This project consisted of the installation of a City of Sammamish Standard perimeter fence to enclose the Off-Leash Area at Beaver Lake Park. Completion of this project is the culmination of a process that began with the public meeting in June of 2007.

The construction contract was awarded to Owl Fencing Inc., on November 6, 2007, via a competitive bid process.

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

**Background:**

The contract for the construction of the Beaver Lake Park Off-Leash Area Perimeter Fencing was awarded by Council on November 6, 2007 to Owl Fencing Inc. in the amount of \$64,394.00. The project has been successfully completed and City staff are ready to closeout this project.

**Financial Impact:**

None.

**Recommended Motion:**

Approve resolution for acceptance of the construction of Beaver Lake Park Off-Leash Area Perimeter Fencing by Owl Fencing Inc. as complete.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH  
BEAVER LAKE PARK OFF-LEASH AREA PERIMETER  
FENCING CONSTRUCTION PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of November 6, 2007, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Beaver Lake Park Off-Leash Area Perimeter Fencing Construction Project; and

WHEREAS, the City Manager entered into a contract with Owl Fencing Inc., on November 7, 2007; and

WHEREAS, the project was substantially completed by the contractor on January 18, 2008;

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

Section 1. Acceptance of the Beaver Lake Park Off-Leash Area Perimeter Fencing Construction Project as Complete. The City of Sammamish hereby accepts the Beaver Lake Park Off-Leash Area Perimeter Fencing Construction Project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

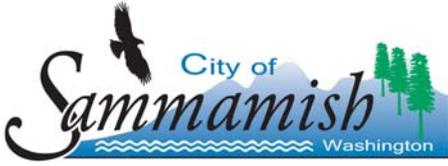
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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 25, 2008

Passed by the City Council:

Resolution No.: R2008-\_\_\_\_\_



## CITY COUNCIL AGENDA BILL

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**Subject:**

Resolution: Amateur Radio Antenna Installation at City Hall and the Fire Stations – Final Project Acceptance.

**Meeting Date:** March 4, 2008

**Date Submitted:** February 28, 2008

**Originating Department:** City Manager

**Clearances:**

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

**Action Required:**

Adopt the Resolution accepting the Project as complete.

**Exhibits:**

- Draft Resolution.

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**Budgeted Amount:** \$57,407 for this third part of 3 phases 001-090-519-42-00

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**Summary Statement:** Construction of this project is complete. All antennas and required ancillary equipment have been installed at City Hall and the three Fire Stations.

**Background/Justification:** This project will complete the acquisition of radios, antennas and ancillary equipment to fully equip City Hall and three Fire Stations with amateur (ham) radios for emergency management purposes.

**Financial Impact:** \$49,600.06 (includes WSST)

**Recommended Motion:** Move to adopt the Resolution declaring the Sammamish Amateur Radio Antenna Project as complete.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,  
ACCEPTING THE CITY OF SAMMAMISH AMATEUR RADIO ANTENNA  
INSTALLATION PROJECT AS COMPLETE**

WHEREAS, at the City Council Meeting of November 6, 2007, the Council authorized the City Manager to enter into a contract for the installation of amateur radio emergency communication system equipment; and

WHEREAS, pursuant to the City Council's direction, the City Manager entered into an agreement on November 19, 2007 with Ratelco Communication Services, Inc., dba Day Wireless Systems, to provide such installation ; and

WHEREAS, the project was completed by the contractor on February 15, 2008.

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

Section 1. Acceptance of the Amateur Radio Antenna Installation Project as complete.  
The City of Sammamish hereby accepts as complete the amateur radio antenna installation project performed by Ratelco Communication Services, Inc., dba Day Wireless Systems..

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Deputy City Manager and City Clerk are hereby authorized to complete the contract closeout process upon receiving appropriate clearances from the Department of Revenue and the Department of Employment Security.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF MARCH, 2008**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Fellingge

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 28, 2008

Passed by the City Council:

Resolution No.: R2008- \_\_\_\_\_



## CITY COUNCIL AGENDA BILL

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**Subject:**

Approval to appoint a Sammamish Representative to the Hopelink Board of Directors to represent the City of Sammamish.

**Meeting Date:** March 4, 2008

**Date Submitted:** February 28, 2008

**Originating Department:**

**Clearances:**

**Action Required:**

Approve the appointment of Rich Olin to serve as the Sammamish Representative to Hopelink.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Letter from Hopelink requesting the appointment

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**Budgeted Amount:** N/A

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**Summary Statement:**

Council is being asked to approve the appointment of Rich Olin, Sammamish resident, to serve on the Board of Directors for Hopelink.

**Background:**

Hopelink is a non-profit organization which provides services such child development, family development, housing, transportation, and adult education. They are located in Redmond, Washington and serve the communities of Bellevue, Redmond, Kirkland, Northshore, Sno-Valley and Shoreline. The City of Sammamish has help support these activities by awarding Human Services grants for the past four years.

Hopelink is recommending the appointment of Mr. Olin. Since this is not a City-sponsored board, the normal process of recruitment and interviewing by City Council is not necessary. Please see the attached letter for more information.

**Financial Impact: N/A**

**Recommended Motion:** Move to approve the appointment of Mr. Rich Olin to the Hopelink Board of Directors as the City of Sammamish representative.

Helping People. Changing Lives.

February 20, 2008

Ms. Michele Pettiti  
Sammamish City Council  
801 220<sup>th</sup> Ave. SE  
Sammamish, WA 98075

Dear Michele:

I am writing to ask that you and the Sammamish City Council appoint Rich Olin to the Hopelink Board of Directors, to represent the City of Sammamish on Hopelink's Board.

As a designated community action agency, our organization is required to have a tripartite board of directors, composed of representatives of the poor, representatives of local governments and at large members. Thus, 1/3 of our board must represent local governments. Many cities have, and continue to, appoint board members to serve on the Hopelink board, among them Bellevue, Kirkland and Bothell, all of which have appointed private citizens to serve as their representatives on our Board of Directors. The process has usually been one where we identify a qualified candidate who is a resident of one of the local communities we serve, and we then request that the City Council in question appoint that person to our Board.

We have a resident of Sammamish who has indicated a strong interest in serving on Hopelink's Board of Directors. Rich Olin is a Sammamish resident; in his professional life, Mr. Olin serves as the General Counsel of Costco. He will not only bring considerable business acumen to our Board, but also has significant service and leadership on a number of nonprofit boards in our local community over the past 15 years. We believe he would not only be a great Board member, but also a wonderful representative of the City of Sammamish.

Thank you for your assistance in bringing this to the attention of the Council.

Sincerely,

Marilyn Mason-Plunkett  
President & CEO, Hopelink

16225 NE 87th Street, A-1  
P.O. Box 3577  
Redmond, WA 98073-3577

425.869.6000  
www.hope-link.org

A community action agency.

**Hopelink programs**

- Emergency Services
  - Bellevue
  - Redmond
  - Kirkland
  - Northshore
  - Sno-Valley
  - Shoreline
- Child Development
- Family Development
- Housing
- Transportation
- Adult Education

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT  
BY AND BETWEEN KING COUNTY AND CITY OF SAMMAMISH**

**Soaring Eagle Park**  
**Dated March 10, 2008 (DRAFT)**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Sammamish, Washington, hereafter referred to as the "City", and King County, Washington, hereafter referred to as the "County".

Deleted: 2007

WHEREAS, in 1993 the County purchased Soaring Eagle Park from the State with the proceeds of bonds to be repaid by revenue from the County’s real estate excise tax no. 1, conservation futures funds, interagency committee for outdoor recreation; and

WHEREAS, in 1999 the City incorporated, and assumed jurisdiction over all of the land and neighborhoods located directly south and west of Soaring Eagle Park, all of which had been under the County’s jurisdiction when the County purchased Soaring Eagle Park; and

WHEREAS, the County developed a master plan for Soaring Eagle Park, with the intent to improve 80 acres of it for public active recreation, including soccer fields, baseball and softball fields, multi-use meadows, a play area, and picnic shelters; and

WHEREAS, the County subsequently did not execute the master planned improvements due to County-wide funding shortfalls; and

WHEREAS, King County Code section 4.56.140 authorizes the County to dispose of real property to another governmental agency by negotiation and upon such terms as may be agreed upon and for such consideration as may be deemed by the County to be adequate; and

WHEREAS, the City is ready, willing, and able to develop a 30-acre portion of Soaring Eagle Park for use by the general public, subject to and following a thorough public review process, and consistent with and pursuant to the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

**1. Conveyance of Title:**

- 1.1 Within thirty (30) days of the satisfaction of all contingencies in this Agreement, King County shall convey to the City by deed all its ownership interest in the 30-acre portion of the property (“Property”) known as Soaring

Eagle Park, which is more particularly described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein, with the exception of the easement referenced in paragraph 1.5 below.

- 1.2 IAC Contingency. The City has reviewed Project Agreement for Project No. 91-210A as amended between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the development of the Property and the corresponding IAC Deed of Right recorded under Instrument No. 20000614001958. The County shall within sixty (60) days of the effective date of this Agreement solicit approval from the IAC (or its successor agency) to remove the Property from the Project Agreement and the IAC Deed of Right and to increase the overall acreage in the Project Agreement and encumbered by the IAC Deed of Right to include the remainder of the County's interest in Section 36, with future passive development in that remainder being limited to light impact recreation activities such as pedestrian/equestrian/biking trails, interpretive signage, picnic areas, and park access road and parking so as not to impair the habitat conservation qualities of the site. Such increase in the overall acreage shall be in compliance with all applicable laws and shall be subject to any required approval of the King County Council. Conveyance of the Property is contingent on the Project Agreement and the IAC Deed of Right being amended to remove the Property from the Project Agreement and IAC Deed of Right, and if after a total time of five (5) years from the effective date of this Agreement, the Project Agreement and IAC Deed of Right have not been so amended, then this Agreement shall terminate with no further rights or obligations to either the County or the City.

**Deleted:** On August 1, 2007, King County shall convey to the City by deed all its ownership interest in the 30 acre portion of the property ("Property") known as Soaring Eagle Park which is more particularly described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein, with the exception of the easement referenced in paragraph 1.6 below.

**Deleted:** The City has reviewed Project Agreement for Project No. 91-210A (Amendment 1) between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the development of the Property, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor." The City shall execute this amendment within (15) days of execution of this Agreement

- 1.3 The deed shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County public park, recreation and open space system. The County and City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:
- (a) The City, as required by RCW 36.89.050 covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore.
  - (b) Any maintenance support facility to be built on the Property by the City shall be limited to supporting recreational activities on the Property only and shall not be used to support other parks or general municipal functions.
  - (c) The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if it

charges any entrance or parking fee to use the Property, such fee shall be the same for non-city residents as for city residents. The City covenants that if it imposes differential fees for non-city residents to use any capital improvements that the City may construct on the Property for parks and recreation purposes, then those differential use fees will be reasonably related to the cost borne by city taxpayers to construct and maintain such capital improvements.

(d) The City agrees and covenants that the rights granted it shall not allow the construction of any through road across the Property, consistent with the King County policy prohibiting through roads in parks as contained in Ordinance 12003 and Motion 9714. The City covenants and agrees that should the City allow the construction of any through road across the Property, the City shall have no further rights in the Property and full title to the property shall be vested solely in the County, at no cost to the County."

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(e) The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

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1.4 Subdivision Contingency. Prior to conveyance of the Property, the City shall apply for public agency subdivision approval, consistent with the exemption contained in King County Code 19A.08.040, to create the parcel described in Exhibit "A," and depicted in Exhibit "B." If approval under this exemption specified in the Code is not obtained within one year from the effective date of this Agreement, the parties may extend the time by not more than one additional year. The County Executive shall provide a memo, letter or other communication to the appropriate King County Department indicating the support of the County Executive to the subdivision exemption application by the City, consistent with law or regulation. If, after two years from the effective date of this Agreement, the subdivision exemption is not approved, either party may terminate this Agreement and the parties shall have no further rights or obligations to one another.

Deleted: Prior to conveyance of the Property, the City shall apply for public agency subdivision approval, consistent with the exemption contained in King County Code 19A.08.040, to create the parcel described in Exhibit "A", and depicted in Exhibit "B." If approval under this exemption specified in the Code is not obtained within one year from the effective date of this Agreement, the parties may extend the time by not more than one additional year. The County Executive shall provide a memo, letter or other communication to the appropriate King County Department indicating the support of the County Executive to the subdivision exemption application by the City, consistent with law or regulation. If, after a total time of two years, the subdivision exemption is not approved either party may terminate this Agreement and the parties shall have no further rights or obligations to one another.

1.5 The County shall reserve an easement for ingress and egress, public access, and utilities across the Property in a location shown in Exhibit "C," which easement shall be aligned with the Southern access road onto the Property.

1.6 The City agrees to establish and maintain a 100 foot vegetated buffer between recreational facilities on the Property and any adjacent residential development existing as of the date the Property is developed with such recreational facilities.

1.7 The City recognizes that the County is, and will continue to be, the owner of the remaining approximately 600 acres of Soaring Eagle Park. The City agrees that it will not pursue the additional transfer of the County's portion of Soaring Eagle Park.

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1.8 The City supports the County's solicitation for approval from the IAC (or its successor agency) to increase the overall acreage in the Project Agreement for Project No. 91-210A and encumbered by the IAC Deed of Right to include the remainder of the County's interest in Section 36.

1.9 The City agrees to follow a master planning process for the development of the Property. The master planning process will include solicitation of input from current local and regional user groups and organizations of the Property and Soaring Eagle Park. The master planning process will emphasize accessibility of the Property to the natural areas of Soaring Eagle Park.

1.10 The City recognizes the County's interest in maintaining the rural character around the Property. As such, the City agrees to comply with the 2004 King County Comprehensive Plan policy F-247, which stipulates that the provision of public sewers to city-owned parks, redesignated from rural to urban to allow for future annexation to the city, shall be tightlined.

2. **Existing Restrictions, Agreements, Contracts or Permits:** The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and in the deed of conveyance.

Deleted: The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance in the deed of conveyance.

3. **Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at the Property.

3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.

3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

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#### 4. **Environmental Liability:**

- 4.1 “Hazardous Materials” as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County’s period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein it shall be prohibited from bringing a statutory claim for contribution against the County.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

#### 5. **Indemnification and Hold Harmless:**

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

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5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney’s fees.

5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement, and/or (iii) arising from any challenge to this Agreement, the conveyance of the Property from the County to the City, or the use of the Property after the effective date of such conveyance. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

Deleted:

Deleted: and/or

5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

5.5 Each Party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

Deleted: party

6. **Audits and Inspections:** Until December 31, 2012, any of either party’s records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the

requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

- 7. **Waiver and Amendments:** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.
- 8. **Entire Agreement and Modifications:** This Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.
- 9. **Duration and Authority:** This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.
- 10. **Notice:** Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY  
 Director, Department of  
 Natural Resources and Parks  
 King Street Center  
 201 S. Jackson Street, Ste 700  
 Seattle, WA 98104

CITY OF SAMMAMISH  
 Attn: City Manager  
 801 - 228<sup>th</sup> Ave SE  
 Sammamish, WA 98075

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF SAMMAMISH

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

EXHIBIT "A"



Professional Engineer

32172 20th Avenue N., Suite 100  
Bellevue, WA 98005-4417  
Phone: (206) 305-2062 Fax: (206) 305-2069  
www.psellc.org

Public Engineering & Surveying

"EXHIBIT A"

CITY OF SAMMAMISH PARK

A parcel of land situate in the south one-half of Section 36 Township 25 North Range 5 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the south 1/4 corner of said section, being a 4-inch by 4-inch concrete monument with a 1-1/2 inch brass disc with punch mark, basis of bearing per plat Trossachs Division No. 7 as recorded Under King County Recording number 9812190308; thence along the south line of the southwest quarter of said Section 36 North 88°24'44" West, 1096.77 feet, thence perpendicular to said south line North 01°35'16" East, 747.46 feet; thence parallel to the south line of said southwest quarter South 88°24'44" East, 1097.13 feet, thence perpendicular to said south line North 01°35'16" East, 254.45 feet thence parallel to the south line of the southeast quarter of said Section 36, South 86°13'33" East, 583.42 feet; thence South 10°41'37" West, 153.98 feet to the beginning of a curve concave to the west, from which the radius point bears North 78°18'23" West, 1461.83 feet; thence along said curve southerly 72.44 feet through a central angle of 02°50'22" to the end of curve thence South 13°31'56" West, 179.83 feet to the beginning of a curve concave to the west, from which the radius point bears North 76°28'01" West, 1464.00 feet thence along said curve southerly 72.45 feet through a central angle of 02°50'12" to a reverse curve concave to the east, from which the radius point bears South 73°07'49" East, 379.82 feet; thence along said curve southerly 122.91 feet through a central angle of 18°32'29" to the end of curve thence South 02°10'19" East, 3.91 feet to the beginning of a curve concave to the west, from which the radius point bears South 87°48'42" West, 1173.36 feet; thence along said curve southerly 80.06 feet through a central angle of 03°04'13" to the end of curve thence South 01°43'55" West, 24.15 feet to the beginning of a curve concave to the east, from which the radius point bears South 88°18'05" East, 182.77 feet; thence along said curve southerly 20.64 feet, through a central angle of 08°29'17" to the end of curve thence South 04°44'22" East, 84.55 feet to the beginning of a curve concave to the east, from which the radius point bears North 85°16'38" East, 182.77 feet thence along said curve southerly 84.25 feet, through a central angle of 20°10'23" to the end of curve; thence South 24°54'48" East, 35.06 feet to the beginning of a curve concave southwesterly, from which the radius point bears South 85°05'15" West, 176.35 feet; thence along said curve southerly 77.77 feet through a central angle of 25°16'03" to the end of curve, thence South 00°21'18" West, 28.68 feet to the south line of said Section 36; thence along said south line North 88°13'35" West, 612.33 feet to the Point of Beginning, containing 1,306.344 sq ft. (29.99 acres); more or less.



07/06/2008

EXHIBIT "B"

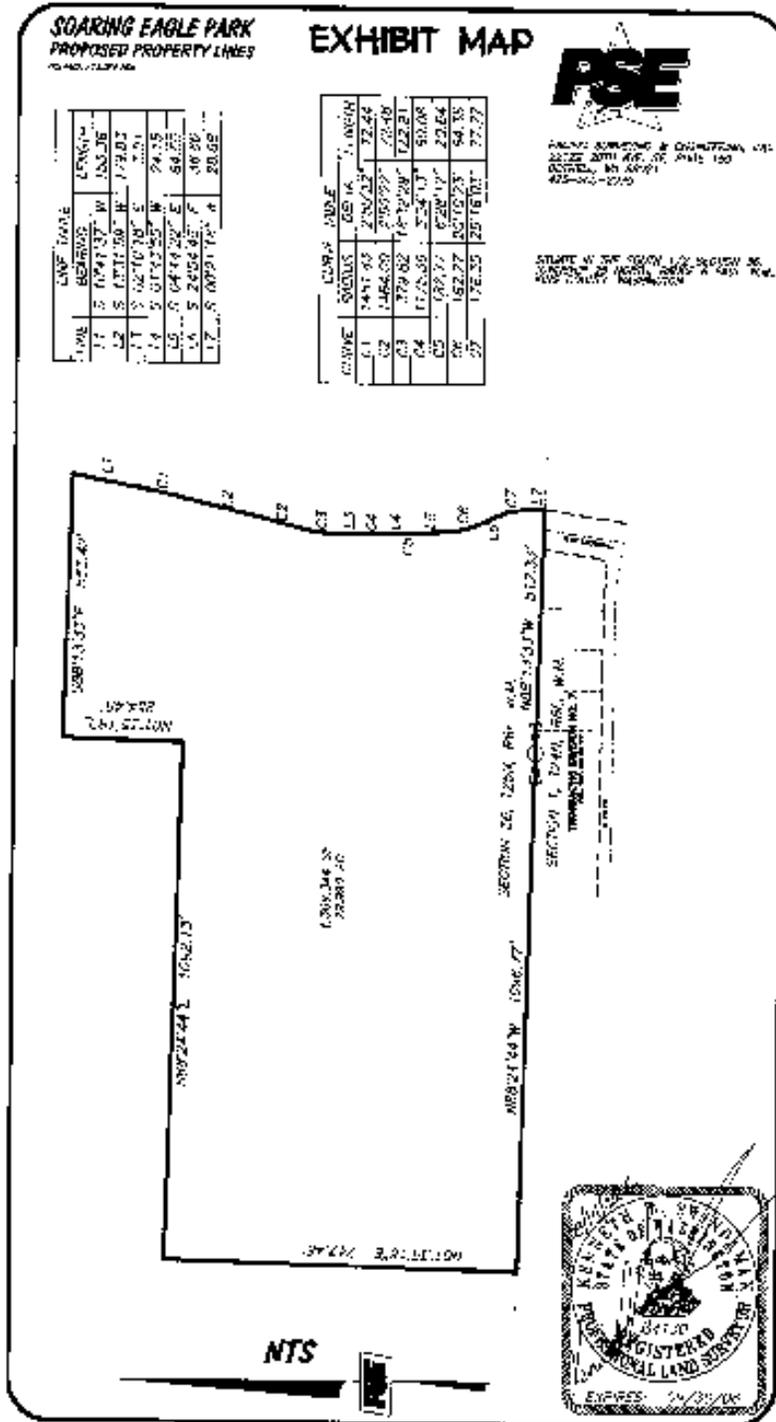


EXHIBIT "C"COUNTY EASEMENT LOCATION

That portion of the Southeast quarter of Section 36, Township 25 North, Range 6 East, W.M., in King County, Washington, lying within a strip of land 60 feet in width, the Easterly line of which is described as follows:

Beginning at a point on the South line of said Section 36, South 88°13'33" East 512.33 feet East of the South quarter corner of said Section 36, said point being at the intersection of said South line and the Easterly right of way margin of Trossachs Boulevard Northeast;

Thence North 00°21'18" East 28.88 feet to the beginning of a tangent curve concave southwesterly having a radius of 176.35 feet;

Thence along said curve through a central angle of 25°16'03" a distance of 77.77 feet to a point of tangency;

Thence North 24°54'45" West 36.86 feet to the beginning of a tangent curve concave to the East having a radius of 182.77 feet;

Thence along said curve through a central angle of 20°10'23" a distance of 64.35 feet to a point of tangency;

Thence North 4°44'22" West 84.55 feet to the beginning of a tangent curve concave to the east having a radius of 182.77 feet;

Thence along said curve through a central angle of 06°28'17" a distance of 20.64 feet to a point of tangency;

Thence North 1°43'55" East 24.15 feet to the beginning of a tangent curve concave to the West having a radius of 1175.36 feet;

Thence along said curve through a central angle of 03°54'13" a distance of 80.08 feet to a point of tangency;

Thence North 02°10'18" West 3.91 feet to the beginning of a tangent curve concave to the East having a radius of 379.82 feet;

Thence along said curve through a central angle of 18°32'39" a distance of 122.91 feet to the beginning a reverse curve concave to the West having a radius of 1464.00 feet;

Thence along said curve through a central angle of 02°50'12" a distance of 72.48 feet;

Thence North 13°31'59" East 179.83 feet to the beginning of a tangent curve concave to the West having a radius of 1461.83 feet;

Thence along said curve through a central angle of 02°50'22" a distance of 72.44 feet;

Thence North 10°41'37" East 153.36 feet to the terminus of said line