

# AGENDA

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## City Council Regular Meeting **REVISED**

**Dedication: Confluence Sculpture – 6:00 pm**

May 20, 2008  
6:30 pm

**Call to Order**

**Roll Call/Pledge of Allegiance**

**Public Comment**

*Note: This is an opportunity for the public to address the Council. Three-minute 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 (Michelle Holmes)
- Skyline High School (Kim Lammers)

**Presentations/Proclamations**

- **Sculpture Dedication – Debbie Young**

**Consent Agenda (1 minute)**

Payroll for pay period ending April 30, 2008 for pay date May 5, 2008 in the amount of \$222,567.60

1. Approval: Claims for period ending May 20, 2008 for Check No. 20764 through Check No. 20773 in the amount of \$109,600.87 (dollar amount approved May 6, 2008 but check numbers were incorrect) and Check No. 20774 through Check # 20852 in the amount of \$734,506.04.
2. Approval: 2007 to 2008 Carry Forward Budget Adjustments
3. Change Order: Pergola Improvement Project/Ellis
4. Change Order: Pine Lake Park Phase 2 Picnic Shelter Project/Danneko
5. Interlocal: Special Property Tax Levy Agreement/King County
6. Amendment: Annexation Study/BHC
7. Amendment: ROW Maintenance/Northwest Landscape
8. Agreement: 4<sup>th</sup> on the Plateau /Donation
9. Contract: 4<sup>th</sup> of July Fireworks/Western Display Fireworks
10. Resolution: Establishing Parking Regulations And Left Turn Restrictions On The 4th Of July

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.



11. Resolution: Final Acceptance 2007 Curb And Sidewalk Repairs Project/Edge Concrete
12. Resolution: Final Acceptance Sammamish Commons Project/Bayley Construction
13. Resolution: Appointing Members To The Sammamish Youth Board
- 13A. Resolution: Final Plat Evergreen/Crofton
- 13B Bid Award: Portable Stage

### **Public Hearings**

14. Ordinance: First Reading Amending The City Of Sammamish, Comprehensive Plan Land Use Element Figure Iii-2 For The Adoption The City's Town Center Plan (60 minutes)
15. Ordinance: First Reading Declaring Public Use and Necessity For Land And Property To Be Condemned As Required For 244<sup>th</sup> Avenue Improvements Project; And Authorizing Payment Therefore From The City's Transportation Capital Improvement Program Fund (20 minutes)

### **Unfinished Business:**

16. Ordinance: Second Reading Extending The Temporary Interim Siting Hierarchy For Wireless Communication Facilities (WCF) Of SMC Chapter 21A.55 As Adopted In Ordinance 2007-223; And Declaring An Emergency (10 minutes)
17. Ordinance: Second Reading amending The Sammamish Municipal Code, Chapter 21A.75, To Extend Temporary Interim Zoning Controls Eliminating The Residential Density Incentives In R-4 And R-6 Zones And Declaring An Emergency (10 minutes)

### **New Business**

18. Ordinance: First Reading Amending Ordinance O2003-128 To Add One Alternative Commission Member To The Sammamish Arts Commission

### **Council Reports (21 minutes)**

### **City Manager Report – If necessary**

### **Executive Session – If necessary**

### **Adjournment (9:30 pm)**

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**AGENDA CALENDAR**

<b>May 2008</b>			
Tues 05/13	6:30 pm	Study Session	Town Center – Questions & Answers/Peer Panel Candidate Forum
Mon 05/19	6:30 pm	Study Session	4 <sup>th</sup> on the Plateau Update Carry Forwards Art Commission Applicant Interviews Discussion: Parks Bond and Parks CIP
Tues 05/20	6:30 pm	Regular Council Meeting	Dedication: Confluence Sculpture (6:00) Public Hearing: First Reading Town Center Public Hearing: Ordinance for Condemnation/244 <sup>th</sup> Avenue Project Ordinance: Second Reading Emergency Wireless Amendment Ordinance: Second Reading Emergency Density Amendment Resolution: Final Plat Resolution: SYB Youth Board Appointments Resolution: 4 <sup>th</sup> on the Plateau/Donation (consent) Resolution: 4 <sup>th</sup> of July Parking (consent) Resolution: Appointing members to the Arts Commission Resolution: Final Acceptance City Hall (consent) Resolution: 2008 Sidewalk Projects Final Acceptance/Edge Concrete (Consent) Interlocal: Special Property Tax Levy Agreement/King County (consent) Contract: Fireworks/Western Display Fireworks (consent) Amendment: Annexation Study/BHC (consent) Approval: Carry Forwards (consent) Amendment: ROW Maintenance/Northwest Landscape
<b>June 2008</b>			
Tues 06/03	6:30 pm	Regular Council Meeting	Quarterly Report: Finance Ordinance: Second Reading Town Center Plan Contract: 212 <sup>th</sup> Sidewalk/ (consent) Ordinance: Second Reading Condemnation/244 <sup>th</sup> Avenue SE
Tues 06/10	6:30 pm	Study Session	AWC Presentation on Municipal Finances 2009/2010 Budget Discussion: Parks Bond and Parks CIP Sammamish Landing Master Plan Early Implementation Discussion
Thurs 06/12		Budget Retreat	
Sat 06/14		Budget Retreat	
Mon 06/16	6:30 pm	Study Session	Discussion: Review Sammamish Landing Master Plan Alternatives
Tues 06/17	6:30 pm	Regular Council Meeting	Quarterly Reports: Police/Fire/Administration/DCD Ordinance: First Reading County Wide Planning Policies/King County Resolution: 6-Year TIP Resolution: 6-Year Parks CIP Resolution: Parks Bond Contract: Freed House Foundation Construction and Move/Contractor (consent)
<b>July 2008</b>			

Tues 07/01	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Ordinance: First Reading County Wide Planning Policies/King County 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	Quarterly Report: Finance/Community Development
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 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	Quarterly Reports: Police/Fire/Administration Ordinance: Second Reading Franchise Agreements Contract: Sween House Remodel/Contractor (consent)
Tues 10/14	6:30 pm	Study Session	Resolution: Sammamish landing Preferred Master Plan Alternative
Mon 10/20	6:30 pm	Study Session	
Tues 10/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works 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	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>

<p><b>Resolution:</b> Adopting Evans Creek Preserve Master Plan  <b>Approval:</b> Non-Motorized Project Priority List  Street Lighting Standards Revision  Storm Drainage Manual Update  <b>Contract:</b> 212<sup>th</sup> Avenue Sidewalk Design/Construction  <b>Public Hearing/Second Reading</b> LID Ordinance</p>	<p><b>Resolution:</b> Pine Lake Water Quality Plan  <b>Contract:</b> Louis Thompson Basin Plan Design (Jan 2007)  <b>Ordinance:</b> First Reading: Puget Sound Energy/Sewer Districts/Cable Franchise  <b>Resolution:</b> Sammamish Commons Final Acceptance  <b>Interlocal:</b> Soaring Eagle Park Transfer  <b>Contract:</b> NPDES Phase II Permit Gap Analysis  <b>Public Hearing Second Read:</b> Ordinance Code Interpretation Amendment</p>	<p>Sculpture Loans for Sammamish Commons  Postal Package drop/postal center  Connectivity  Duthie Hill Road Improvements  Lake Buffers</p>
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[Home » Events](#)

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**Events**

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[<< April](#)**May 2008**[June >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 p.m. <b>Planning Commission Meeting</b>	2	3
4	5	6 6:30 p.m. <b>City Council Regular Meeting / Study Session</b>	7	8	9	10
11	12	13 6:30 p.m. <b>City Council Study Session</b>	14 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	15 2 p.m. <b>Off Leash Area Grand Opening</b> 6:30 p.m. <b>Planning Commission Meeting</b>	16	17
18	19 6:30 p.m. <b>City Council Study Session</b>	20 5:30 p.m. <b>Sculpture Dedication</b> 6:30 p.m. <b>Adoption of the Town Center Plan</b> 6:30 p.m. <b>City Council Meeting</b>	21 8 a.m. <b>Permit Tech Certification Seminar</b> 4 p.m. <b>Sammamish Farmers Market Grand Opening</b> 6 p.m. <b>Sammamish Youth Board Meeting</b>	22 8 a.m. <b>Permit Tech Certification Seminar</b>	23	24
25	26 8 a.m. <b>Memorial Day</b> City offices closed	27	28 4 p.m. <b>Sammamish Farmer's Market</b>	29 6:30 p.m. <b>Planning Commission Special Meeting</b>	30	31

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

[Home » Events](#)

## Events

<< [May](#)

### June 2008

[July >>](#)

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

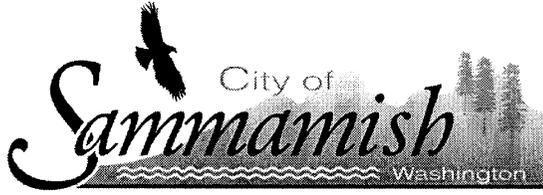
[List View](#)[To Top](#)

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 May 14 2008



## MEMORANDUM

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**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** May 15, 2008  
**RE:** Claims for May 20, 2008

\$	130,063.15
	5,232.50
	539,339.91
	59,870.48

**TOTAL \$ 734,506.04**

Check # 20774 through # 20852

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20774	05/05/2008	ANI	ANI Administrators NW Inc	1,061.56	000000
20775	05/05/2008	AWCMED	AWC Employee BenefitsTrust	73,593.40	000000
20776	05/05/2008	ICMA401	ICMA 401	27,324.10	000000
20777	05/05/2008	ICMA401x	ICMA401	4,324.44	000000
20778	05/05/2008	ICMA457	ICMA	11,688.43	000000
20779	05/05/2008	JPMORGAN	JP Morgan Chase	11,656.82	000000
20780	05/05/2008	PREPAIDL	Pre-Paid Legal Services, Inc	414.40	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$130,063.15</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20781	05/06/2008	HEBERT	Hebert Research, Inc.	4,932.50	000000
20782	05/06/2008	ISSCITY	City Of Issaquah	300.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$5,232.50</b>	

Accounts Payable  
Computer Check Register Totals

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20783	05/20/2008	ACCURINT	Accurint	30.00	000000
20784	05/20/2008	ADOLFSON	ESA Adolfson	4,205.18	000000
20785	05/20/2008	ANI	ANI Administrators NW Inc	130.00	000000
20786	05/20/2008	ASC	Action Services Corp	4,480.32	000000
20787	05/20/2008	AWESCO	A Wesco Septic Service, Inc	754.28	000000
20788	05/20/2008	BAYLEY	Bayley Construction	125,000.00	000000
20789	05/20/2008	BICKFORD	Bickford Ford-Mercury	65.50	000000
20790	05/20/2008	BRENNAN	J. A. Brennan Assoc.	1,502.20	000000
20791	05/20/2008	BUILDERS	Builders Exchange of WA	191.00	000000
20792	05/20/2008	CASCLAND	Cascade Land Conservancy	10,000.00	000000
20793	05/20/2008	COHEN	Heidi Cohen	363.00	000000
20794	05/20/2008	COSTCO	Costco Wholesale	701.90	000000
20795	05/20/2008	CRAN	GORDON CRANDALL	3,059.22	000000
20796	05/20/2008	DAY	Day Wireless	1,825.46	000000
20797	05/20/2008	EASTBABY	Eastside Baby Corner	375.00	000000
20798	05/20/2008	ELAP	Eastside Legal Assistance Program	500.00	000000
20799	05/20/2008	GEOTIVIT	Geotivity	400.00	000000
20800	05/20/2008	GUROL	Kamuron Gurol	30.25	000000
20801	05/20/2008	HARBOUR	Harbour Homes	6,525.00	000000
20802	05/20/2008	HEALTHY	North & Eastside Healthy Start	875.00	000000
20803	05/20/2008	HOMEDE	Home Depot	941.47	000000
20804	05/20/2008	IKONNW	Ikon Office Solutions	287.07	000000
20805	05/20/2008	IRONMT	Iron Mountain	168.64	000000
20806	05/20/2008	ISD	Issaquah School District	18,063.00	000000
20807	05/20/2008	ISSAQ1	Issaquah Press, Inc.	2,235.00	000000
20808	05/20/2008	JEFFERY	Amy Jeffery	28.00	000000
20809	05/20/2008	KBA	KBA Inc	12,867.53	000000
20810	05/20/2008	KCBLANK	King County Finance	2,394.42	000000
20811	05/20/2008	KEENEY	Keeney's Office Plus	209.44	000000
20812	05/20/2008	KENYON2	Kenyon Disend PLLC	16,097.68	000000
20813	05/20/2008	KINGWAT	King County Finance Water & Land Division	17,829.59	000000
20814	05/20/2008	LOCHNER	Lochner, Inc.	198,018.43	000000
20815	05/20/2008	MAKERS	Makers Architecture & Urban	1,590.00	000000
20816	05/20/2008	MICRO	Microflex, Inc.	23.24	000000
20817	05/20/2008	MINUTE	Minuteman Press	221.55	000000
20818	05/20/2008	MOBERLY	Lynn Moberly	7,500.00	000000
20819	05/20/2008	MTELECTR	MT Electric	6,575.10	000000
20820	05/20/2008	NESAM	NE Sammamish Sewer & Water	82.76	000000
20821	05/20/2008	NEXTEL	Nextel Communications	2,356.24	000000
20822	05/20/2008	NIDAHOPO	North Idaho Post & Pole	7,025.40	000000
20823	05/20/2008	NWCASC	Northwest Cascade, Inc.	457.62	000000
20824	05/20/2008	NWLAND	Brickman	13,433.98	000000
20825	05/20/2008	NWLSVC	NW Landscape Service	8,530.34	000000
20826	05/20/2008	PACE	Pace Engineers, Inc.	2,856.25	000000
20827	05/20/2008	PIEDMONT	Piedmont Directional Signs	525.00	000000
20828	05/20/2008	PIPER	Dennis Piper	169.00	000000
20829	05/20/2008	PSE	Puget Sound Energy	11,748.49	000000
20830	05/20/2008	PSF	PSF Mechanical Inc	1,605.03	000000
20831	05/20/2008	QWEST	QWEST	207.36	000000
20832	05/20/2008	REINART	Gerilyn Reinart	2,640.00	000000
20833	05/20/2008	ROTH	Roth Hill Engineering Partners	10,390.96	000000
20834	05/20/2008	SAM	Sammamish Plateau Water Sewer	267.57	000000
20835	05/20/2008	SAMCHAMB	Sammamish Chamber of Commerce	6,548.66	000000
20836	05/20/2008	SEATIM	Seattle Times	1,206.64	000000
20837	05/20/2008	SITE	Site Workshop	8,565.00	000000
20838	05/20/2008	STAPLES	Staples Business Advantage	1,884.00	000000



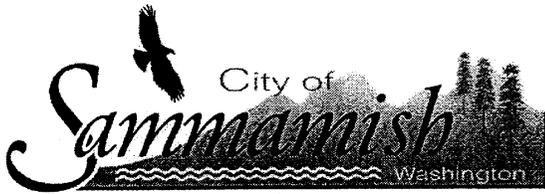
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20839	05/20/2008	STOECKL	Jane C. Stoecklin	100.00	000000
20840	05/20/2008	SUBURB	Suburban Cities Association	136.00	000000
20841	05/20/2008	TATTERSA	Tattersall Design	1,175.05	000000
20842	05/20/2008	TUKWILA	City Of Tukwila	2,331.65	000000
20843	05/20/2008	VAN NOST	Maren Van Nostrand	1,727.60	000000
20844	05/20/2008	VERIZNW	Verizon Northwest	26.41	000000
20845	05/20/2008	VERIZON	Verizon Wireless	166.43	000000
20846	05/20/2008	WALSWORT	Connie Walsworth	400.00	000000
20847	05/20/2008	WAPAT	Wa State Patrol	10.00	000000
20848	05/20/2008	WATERSH	The Watershed Company	3,735.69	000000
20849	05/20/2008	WAWORK	Washington Workwear LLC	2,818.73	000000
20850	05/20/2008	YAKIMA	Yakima County Department of Corrections	148.58	000000

**CHECK TOTAL:** \$539,339.91

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20851	05/20/2008	PERTEET	Perteet, Inc.	59,466.82	000000
20852	05/20/2008	PSE	Puget Sound Energy	403.66	000000

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**CHECK TOTAL: \$59,870.48**

CORRECTION



CORRECTION

AS ATTACHED

# MEMORANDUM

*Marlene Dh*

TO: Melonie Anderson/City Clerk  
 FROM: Marlene/Finance Department  
 DATE: May 1, 2008  
 RE: Claims for May 6, 2008

\$ 31,488.08  
 44,739.64  
 772,471.00

~~80,667.22~~  
 109,600.87 = CHECKS  
 # 20764 - 20773

31,488.08 +  
 44,739.64 +  
 772,471.00 +  
 80,667.22 +  
 109,600.87 +  
 1,038,966.81 \*

TOTAL \$ 1,038,966.81

Check # 20623 through # 20763  
20773

NOT ADDED TO 5/6/08 LIST

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
0764	05/06/2008	BOGDAN	Advantage Building Services	3,621.38	000000
20765	05/06/2008	BRAUNS	Jeff Brauns	502.17	000000
20766	05/06/2008	CARRAGHE	John Carragher	200.00	000000
20767	05/06/2008	DELP	Traci Delp	500.00	000000
20768	05/06/2008	JAIN	Anju Jain	200.00	000000
20769	05/06/2008	LOCHNER	Lochner, Inc.	102,587.58	000000
20770	05/06/2008	MUSICCLU	Sammamish Music club	40.00	000000
20771	05/06/2008	OTAK	Otak	719.74	000000
20772	05/06/2008	SAMCHAMB	Sammamish Chamber of Commerce	1,110.00	000000
20773	05/06/2008	SLUTSKY	Eugene Slutsky	120.00	000000
<b>CHECK TOTAL:</b>				<b>\$109,600.87</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**

Adjust the 2007-2008 City Biennial Budget for the purpose of adjusting the 2008 expenditure budgets to account for unexpended appropriations made in 2007 that are to be carried forward from 2007 to 2008.

**Meeting Date:** May 20th, 2008

**Date Submitted:** May 14<sup>th</sup>, 2008

**Originating Department:** Finance

**Clearances:**

**Action Required:**

Motion to approve the budget carry forward adjustments shown in the attached summary.

**City Manager**                       **Police**

**Public Works**                       **Fire**

**Building/Planning**               **Attorney**

**Exhibits:**

1. Budget Carry forward Summary

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**Budgeted Amount:** \$15,914,700 of unexpended 2007 budget carried forward to the 2008 portion of the adopted 2007-2008 Biennial Budget.

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**Summary Statement:** This motion adjusts the 2008 budget to reflect an expenditure appropriation adjustment of an additional \$15.9 Million of 2007 to 2008 budget carry forwards. The \$15.9 Million is composed entirely of unexpended appropriation balances from 2007; which are requested to be added to the 2008 expense appropriation budget. Of the \$15.9 Million, \$10.8 Million is related to capital improvement project funds. Details of these adjustments were presented at the 5/19/08 Council Study Session and are attached again in summary form to this agenda bill.

**Background:** The adjustments to the 2008 Budget outlined here will allow the 2008 Budget to reflect updated information for project managers and budget and financial management reporting during 2008.

**Recommended Motion:**

Motion to approve the carry forward budget adjustments as shown in the attached carry forward summary.

## 2007 TO 2008 BUDGET CARRYFORWARD REQUEST SUMMARY

### Operating Fund Requests

\$45,000	City Manager Prof. Services budget
\$51,500	Finance software purchase delay and State Auditor delay
\$93,000	Parks \$35k delayed purchase of large deck mower, \$41k bond consulting, \$17k Farmer's Mkt.
\$40,000	Non-Departmental (HAM radio project)
<u>\$3,995,000</u>	Contract and Capital Contingency Reserves
<u><u>\$4,179,500</u></u>	<b>Subtotal General Fund Requests</b>

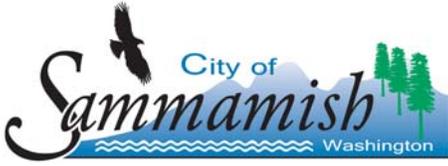
<u>\$826,000</u>	\$555k for Maintenance Facility Improvements; \$214K Road Maintenance Contract
<u><u>\$826,000</u></u>	<b>Subtotal Street Fund</b>

<u>\$90,500</u>	\$17k consulting budget for low-impact dev.; \$73.5k capital equipmt purchases
<u><u>\$90,500</u></u>	<b>Subtotal SWM-Operating Fund</b>

### Capital Fund Requests

\$65,000	Info. Tech. Fund (E-gov \$20k, \$45k equipment)
\$100,000	Affordable Housing Capital Projects (thru ARCH)
\$1,080,000	General Fund Capital projects planned in 2007 moved to 2008
\$3,851,800	Parks Capital projects planned in 2007 moved to 2008
\$4,144,900	Transportation Capital projects planned in 2007 moved to 2008
\$1,577,000	SWM Capital projects planned in 2007 moved to 2008
<u>\$10,818,700</u>	<b>Subtotal Capital Fund Requests</b>

<u><b>\$15,914,700</b></u>	<b>Grand Total Requested</b>
<u>\$18,483,456</u>	<i>TOTAL available (all funds)</i>
<b>\$2,568,756</b>	<b>NET Savings</b>



## CITY COUNCIL AGENDA BILL

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**Subject:**

Ellis Construction Change Order #1 for Sammamish Commons Plaza – Restroom Building Modifications in the amount of \$4,143.00

**Meeting Date:** May 20, 2008

**Date Submitted:** May 15, 2008

**Originating Department:** Parks and Recreation

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

Authorize the City Manager to sign Change Order #1 from Ellis Construction for changes to the construction contract for modifications to the restroom building at the Sammamish Commons Plaza.

**City Manager**                       **Police**

**Public Works**                               **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

1. Change Order #1

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**Budgeted Amount:** \$40,000 was allocated for the Farmers Market in the 2007-08 budget.

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**Summary Statement:**

A contract was awarded to Ellis Construction, Inc. at the April 1, 2008 City Council meeting. The construction work includes modifications to the restroom building at the Sammamish Commons Plaza to include the addition of a three-compartment sink, a mop sink and hot water service to the sinks and both restrooms. Provision of these services (sinks and hot water) is required by the King County Health Department for events such as the Farmers Market.

As part of the building modifications, demolition of a portion of the existing concrete slab floor was necessary for the added plumbing. The concrete slab was found to be 24 to 27 inches thick instead of 4 inches thick as designed. The extra thick slab required additional jack-hammering, saw-cutting and disposal fees. In addition, a minor change is needed to relocate a flush valve on an interior wall of the restroom building.

**Background:**

The Sammamish Farmers Market, a partnership with the Chamber of Commerce, is scheduled to open on Wednesday, May 21. The event will run for 20-weeks and is intended to be an annual event held at the Sammamish Commons.

A variety of vendors will participate in the market, some providing fresh produce and others providing food prepared on site. Food preparation and food demonstrations are a standard component of most Farmers Markets. The King County Health Department requires appropriate sanitary facilities to support these types of programs. A three-compartment sink, with hot water, is required to properly wash food preparation items. Hot water is required in the restrooms since the food service workers will be using these facilities.

Although this project was initiated to support the Farmers Market, these modifications will be very beneficial to a number of other programs – Fourth on the Plateau, the City Birthday Party, and the end of Year Teen Event. Each of these events requires sanitary support facilities for food service and will benefit from the plaza modifications.

**Financial Impact:**

Expenses for Change Order #1 will be paid from the funding allocated for the Farmers Market.

**Recommended Motion:**

Authorize the City Manager to sign Change Order #1 in the amount \$4,143.00 for changes to the scope of the City's contract with Ellis Construction for modifications to the restroom building at the Sammamish Commons Plaza.



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

Fax: (425) 295-0600

**CONTRACT NO.** C2008-117  
**CHANGE ORDER NO.** 001

**PROJECT:** Sammamish Commons  
 Pergola Restroom Renovations  
**DATE:** May 15, 2008

ITEM	NEW ITEM	QTY	UNIT	UNIT PRICE	DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	DIFF.
		1	LS	\$3,879.00	Additional Concrete Cutting			\$3,879.00
		1	LS	\$264.00	Flush Valve Relocation			\$264.00
<b>Total Change Order Cost:</b>								<b>\$4,143.00</b>
<b>Total Time Extension (Working Days):</b>								<b>0.0</b>

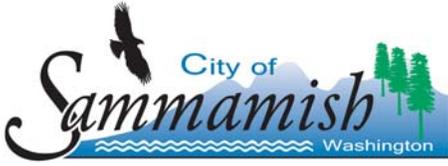
Total Original Contract Amount	Current Contract Amount Including Previous Change Orders	This Change Order Total	Revised Contract Amount
<b>\$25,244.00</b>	<b>\$25,244.00</b>	<b>\$4,143.00</b>	<b>\$29,387.00</b>

This change order constitutes full and complete compensation for all work and costs required to perform the above-described change. The adjusted contract price includes any applicable sales tax. This document will become a supplement to the Contract and all provisions in the contract will apply hereto. Unless additional working days are specifically designated in this change order, no additional working days shall be granted based on this change order.

**ACCEPTED:** The above prices and specifications of this Change Order are satisfactory and are hereby accepted.

<p>Contractor Approval</p>  <p>Owner Approval  <b>City of Sammamish</b></p>	<p>Signature: _____                  _____, Project Manager</p> <p>Signature: _____                  Mark Vysoky, Project Manager</p> <p>Signature: _____                  _____ Director _____</p> <p>Signature: _____                  Ben Yazici, City Manager</p>	<p>Date of acceptance: _____</p> <p>Date: _____</p> <p>Date: _____</p> <p>Date: _____</p>
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## CITY COUNCIL AGENDA BILL

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**Subject:**

Danneko Construction - Change Order #1 for Pine Lake Park - Phase II Picnic Shelters in the amount of \$2,852.00.

**Meeting Date:** May 20, 2008

**Date Submitted:** May 15, 2008

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Action Required:**

Authorize the City Manager to sign Change Order #1 for Danneko Construction for changes to the construction contract for Picnic Shelters at Pine Lake Park.

**Exhibits:**

1. Change Order #1

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**Budgeted Amount:** \$1,500,000 is allocated for Phase II Improvements. An additional \$200,000 is allocated in the Parks CIP for capital replacement. This construction contract is the first of two contracts for Phase II improvements at Pine Lake Park.

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**Summary Statement:**

Danneko Construction was awarded a contract for the construction of replacement picnic shelters at Pine Lake Park at the April 1, 2008 City Council meeting. Three picnic shelters (one large and two small) are currently under construction.

A change to the construction detail of how the picnic shelter wooden posts are to be anchored to each concrete footing is necessary. Changes to the anchoring detail have added costs in the amount of \$2,852.00

**Background:**

Pine Lake Park was acquired from King County after incorporation. This project was first identified in 2002 as part of the Park Master Plan. A Phase I improvement project was completed in 2004.

Project funding for Phase II was allocated as part of the Capital Improvement Project budget for 2007-2008. Design was substantially completed in early 2008.

Construction Drawings for the second part of the Phase II improvements, which includes the shoreline and dock improvements, will be completed this summer for construction after the summer beach season.

The construction contract for the picnic shelters was awarded at the April 1, 2008 City Council meeting in the amount of \$227,265.00 to Danneko Construction.

**Financial Impact:**

Expenses for Change Order #1 will be paid from the Pine Lake Park Phase II project budget. \$1,500,000 is allocated for Phase II Improvements. An additional \$200,000 is allocated in the Parks CIP for capital replacement. The contract amount of \$227,265.00 is included in the approved budget (\$1,500,000) for the Phase II Improvement Project at Pine Lake Park.

**Recommended Motion:**

Authorize the City Manager to sign Change Order #1 in the amount of \$2,852.00 for changes to the contract with Danneko Construction to build the replacement picnic shelters at Pine Lake Park.

Exhibit 1



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

Fax: (425) 295-0600

**CONTRACT NO.** C2008-119  
**CHANGE ORDER NO.** 001

**PROJECT:** Pine Lake Park Phase II  
 Shelter Construction  
**DATE:** May 15, 2008

ITEM	NEW ITEM	QTY	UNIT	UNIT PRICE	DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	DIFF.
		1	LS	\$2,852.00	Revised Anchor Plates			\$2,852.00
<b>Total Change Order Cost:</b>								<b>\$2,852.00</b>
<b>Total Time Extension (Working Days):</b>								<b>5.0</b>

Total Original Contract Amount	Current Contract Amount Including Previous Change Orders	This Change Order Total	Revised Contract Amount
<b>\$227,265.00</b>	<b>\$227,265.00</b>	<b>\$2,852.00</b>	<b>\$230,117.00</b>

This change order constitutes full and complete compensation for all work and costs required to perform the above-described change. The adjusted contract price includes any applicable sales tax. This document will become a supplement to the Contract and all provisions in the contract will apply hereto. Unless additional working days are specifically designated in this change order, no additional working days shall be granted based on this change order.

**ACCEPTED:** The above prices and specifications of this Change Order are satisfactory and are hereby accepted.

<p>Contractor Approval</p>  <p>Owner Approval  <b>City of Sammamish</b></p>	<p>Signature: _____                  _____, Project Manager</p> <p>Signature: _____                  Mark Vysoky, Project Manager</p> <p>Signature: _____                  _____ Director _____</p> <p>Signature: _____                  Ben Yazici, City Manager</p>	<p>Date of acceptance: _____</p> <p>Date: _____</p> <p>Date: _____</p> <p>Date: _____</p>
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## CITY COUNCIL AGENDA BILL

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**Subject:**

Authorization for City Manager to sign an Interlocal Special Property Tax Agreement with King County to receive authorized funds from the proceeds of the 2007 King County Parks Expansion Levy Lid Lift.

**Meeting Date:** May 20th, 2008

**Date Submitted:** May 6th, 2008

**Originating Department:** Finance

**Action Required:**

Motion authorizing the City Manager to enter into an Interlocal Agreement with King County to receive allocated proceeds of the 2007 King County Parks Expansion Levy Lid Lift.

**Clearances:**

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

**Exhibits:**

1. Copy of Agreement
2. King County Signature Report/Ordinance 15760
3. Allocation Spreadsheet

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**Budgeted Amount:** 2008 Proceeds are expected to total approximately \$95,000. These were not previously budgeted.

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**Summary Statement:**

In order to receive the allocated proceeds of the 2007 King County Parks Expansion Levy Lid Lift approved by voters, the city needs to enter into an interlocal agreement with the County.

**Background:**

On August 21, 2007, King County voters approved a levy lid lift to tax themselves \$.05/\$1000 of assessed value (AV) for “acquisition and development of open space and natural lands and city trail projects that support connections to the regional trail system....” This levy was to begin in 2008. \$.01/\$1,000 AV goes to cities, \$.01/\$1,000 AV goes to Woodland Park Zoo \$.03/\$1,000 is to go to King County. The City’s share was to be distributed on the basis of both assessed value and population. The projected

City of Sammamish 2008 share is \$94,924.71. The levy increases annually per the Consumer Price Index. (CPI-W for the Seattle Tacoma Bremerton).

**Financial Impact:**

This funding will assist the city in meeting its open space and natural lands needs and building of its trail systems. The City will need to match these proceeds in its expenditures. Additionally, the city must account for and report annually the use of these funds on each May 1<sup>st</sup>, starting in 2009.

**Recommended Motion:**

We authorize the City Manager to enter into an interlocal agreement with King County to receive allocated proceeds of the 2007 King County Parks Expansion Levy Lid Lift..

**KING COUNTY & THE CITY OF SAMMAMISH**  
**SPECIAL PROPERTY TAX LEVY AGREEMENT**

This Special Property Tax Levy Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2008, by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Sammamish, a State of Washington municipal corporation. (“City”).

**RECITALS**

WHEREAS, the County owns and operates a park system with over twenty-five thousand (25,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas; and

WHEREAS, since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets; and

WHEREAS, consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities; and

WHEREAS, in November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions; and

WHEREAS, the Task Force recommended, among other things, that the County place before the voters a recommendation for a new \$0.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities, one cent of the five-cent acquisition levy proceeds be distributed to cities for acquisition and development of open space and natural lands and city trail projects that support connections to the regional trail system, defined to include both county regional trails and city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city of county trails that connect to regional trails; and

WHEREAS, under state law, the Special Property Tax Levy funds may not supplant certain existing funds, as defined in RCW 84.55.050, used for the same purposes; and

WHEREAS, on May 7, 2007, the King County Council adopted Ordinance 15760 which called for a special election in accordance with RCW 29A.04.321 to consider the Special Property Tax Levy; and

WHEREAS, on August 21, 2007, the voters of King County approved the Special Property Tax Levy;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **AGREEMENT**

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - 1.1 “Annual Report” shall mean the annual report prepared by the City and provided to the County annually by May 1 beginning in 2009 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the City funded in whole or in part by County Levy Proceeds, and for the 2009 annual report the City shall identify the dollar amount of the City's Existing Funds.
  - 1.2 “City” shall mean the City of Sammamish, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - 1.3 "City proceeds" shall mean twenty percent (20%) of the total County Levy Proceeds collected by King County, specifically allocated by King County Ordinance 15760 for city projects.
  - 1.4 "City projects" shall mean the acquisition of open space and natural lands and the acquisition and development of county regional trails or City trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails, consistent with Ordinance 15760.
  - 1.5 “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - 1.6 “County Council” shall mean the County Council of King County, State of Washington.
  - 1.7 “County Levy” means the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by the County voters on August 21, 2007.

- 1.8 “County Levy Proceeds” shall mean the principal amount raised by the County Levy, any interest earnings on the funds and the proceeds of any interim financing.
  - 1.9 “Executive” shall mean the King County Executive or his or her functional successor.
  - 1.10 "Existing funds" shall mean those funds, as defined by RCW 84.55.050, from the City's actual operating expenditures for the calendar year 2007 used to fund City projects. Actual operating expenditures shall not include lost federal funds, lost or expired state grants or loans, extraordinary events not likely to re-occur, and major nonrecurring capital expenditures.
  - 1.11 "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.
2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing on the Effective Date (the “Commencement Date”), and expiring on December 31, 2014 (the “Termination Date”).
  3. Receipt of County Levy Proceeds.
    - 3.1 Generally. The County shall distribute the City's proportionate share of the City Proceeds to the City pursuant to the schedule identified in Section 3.2 below; provided that, the County shall only have a duty to distribute the City Proceeds in accordance with the requirements of King County Ordinance 15760.
    - 3.2 Receipt and Distribution of Levy Proceeds.
      - 3.2.1 Payment Schedule. Throughout the term of the Levy, the County shall transfer the City Proceeds to the City on a monthly basis. Annual amounts shall be adjusted as set forth in the Levy, but the actual amounts transferred shall never exceed the City's proportionate share of the City Proceeds actually received by the County.
      - 3.2.2 Administrative Fee. The Parties agree that the County has authority to deduct up to one percent (1%) from City Proceeds for expenditures related to the administration of the distribution of County Levy Proceeds.

- 4.1 Use of County Levy Proceeds. On or before May 1 of each year throughout the Term of this Agreement, the City shall provide the County with a copy of the Annual Report and provide any further documentation showing that the County Levy Proceeds were expended on City Projects.
- 4.2 Representations and Warranties. The City represents and warrants that all City Proceeds received by the City shall be used only for specific City Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funding. The City represents and warrants that all City Projects shall be consistent with the requirements in King County Ordinance 15760. The City represents and warrants that in addition to the City's proportionate share of the City's Proceeds, the City shall annually expend on City Projects an amount equal to the City's Existing Funds.
5. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the properties of City and shall not be deemed property of the County under any circumstances.
6. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two City business days from the time of mailing if mailed as provided in this section. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the City:

City Clerk  
City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish WA 98075

If to King County:

Kevin Brown, Division Director  
King County Parks and Recreation Division  
Department of Natural Resources and Parks  
201 South Jackson, Suite 700  
Seattle, WA 98104

- 7.1 Compliance with Laws. The City shall comply and conform with all applicable laws and all governmental regulations, rules and orders.

7.2 City Agreement to Repay. The City agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the WPZS, its officers, employees, agents, and/or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.

8. Miscellaneous.

8.1 Liability of the County. The County's obligations to the City under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

8.2 Dispute Resolution. In the event of a dispute between the City and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the City (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the City (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.

- 8.3 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- 8.4 Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- 8.5 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- 8.6 Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- 8.7 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- 8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

- 8.9 Time of Essence. Time is of the essence of each provision of this Agreement.
  
- 9.0 Signage. For each capital project funded with County Levy Proceeds, the City shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by King County voters in August 2007 under an Agreement with King County Parks and Recreation Division.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

KING COUNTY, a Washington municipal corporation

CITY OF SAMMAMISH, a Washington municipal corporation

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Ben Yazici  
Its \_\_\_\_\_

By authority of Ordinance No. 15760

City Manager



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

May 15, 2008

### Ordinance 15760

**Proposed No.** 2007-0225.4

**Sponsors** Phillips and Ferguson

1 AN ORDINANCE providing for the submission to the  
2 qualified electors of King County at a special election to be  
3 held in King County on August 21, 2007, of a proposition  
4 authorizing a property tax levy in excess of the levy  
5 limitation contained in chapter 84.55 RCW, for a period of  
6 six consecutive years, at a total rate of not more than \$0.05  
7 per one thousand dollars of assessed valuation in the first  
8 year with annual increases in the levy amount by the  
9 percentage change in the consumer price index in years two  
10 through six, for the purpose of providing funds to King  
11 County, Seattle and suburban cities for trail and open space  
12 acquisitions and capital programs, with recognition of the  
13 health benefits associated with the accessibility of quality  
14 community parks, trails and open space, and for the  
15 purpose of providing funds to the Woodland Park Zoo for  
16 environmental education, conservation programs, green  
17 space acquisitions and capital improvement projects,

18 excluding parking facilities, at the Woodland Park Zoo; and  
19 providing for other related matters.

20

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

22 **SECTION 1. Finding.**

23 A. King County owns and operates a park system with over twenty-five thousand  
24 acres of regional parks and open spaces and over one hundred seventy-five miles of  
25 regional trails. In addition, the county is the provider of local parks in the rural area and  
26 is the transitional provider of local parks in the urban unincorporated areas. County parks  
27 and open spaces include Marymoor park, Cougar Mountain Regional Wildland park, the  
28 King County Aquatic Center and portions of the Burke-Gilman trail.

29 B. Public parks, open space and recreation contribute to a high quality of life.  
30 Through this levy, the residents of King County will continue to reap the physical, social  
31 and mental health benefits associated with having access to these public resources.

32 C. Since 2003, on recommendation of the Metropolitan Parks Task Force and  
33 direction from the county executive and county council, the parks and recreation division  
34 has focused on managing a system of regional parks, open spaces and trails and a limited  
35 set of regional active recreation assets.

36 D. Consistent with its role as a regional and local rural service provider under  
37 Countywide Planning Policies and the state growth management act, the county has  
38 divested itself of local parks and facilities in urban unincorporated areas as these areas  
39 incorporate or annex to cities.

40 E. Since 2003, the county has emphasized generating revenue from park system  
41 assets. Over twenty percent of annual parks and recreation operating revenue is now  
42 generated from user fees and entrepreneurial efforts.

43 F. Nearly sixty percent of the operating budget for parks and recreation is directly  
44 provided by a voter-approved levy.

45 G. The current parks levy was recommended by the Metropolitan Parks Task  
46 Force before being referred to voters by the metropolitan King County council. The levy  
47 was approved by fifty-seven percent of the voters at a special election in May 2003.

48 H. The current parks levy was initially authorized at a maximum rate of \$0.049  
49 per one thousand dollars of assessed value. Collection began in 2004, and will be  
50 completed at the end of 2007. Levy proceeds may only be applied to the operating costs  
51 of regional parks, local rural parks, the community partnership grants program, and costs  
52 associated with these purposes.

53 I. As specified under Ordinance 14586, a citizen oversight committee was  
54 established. The July 2006 report of the citizen oversight committee concluded that the  
55 county complied with all levy requirements in 2004 and 2005.

56 J. The King County executive created the parks futures task force in November  
57 2006 to recommend a funding plan for the current park system, and to examine what  
58 steps should be taken, if any, regarding future park system acquisitions. The task force is  
59 comprised of nineteen individuals representing business, nonprofit and environmental  
60 groups. It began meeting in November 2006 and concluded its work in March 2007,  
61 receiving information from the county, various cities and stakeholders.

62 K. The task force issued a report in March 2007 recommending that the county  
63 place two companion ballots before the voters at the August primary election. The first  
64 recommendation was to renew the parks levy with a \$0.07, six-year, inflation-adjusted  
65 property tax lid lift. The second recommendation was for a new \$0.05, six-year,  
66 inflation-adjusted property tax lid lift to expand park and recreation opportunities through  
67 the acquisition of open space and regional trails, and increased environmental education  
68 and conservation programs and capital improvements at Woodland Park Zoo. The  
69 consumer price index would be used to determine annual inflation.

70 L. Under state law, an inflation adjusted levy lid lift may be for a maximum term  
71 of six years, and levy funds may not supplant other funds.

72 M. The task force recommended that the \$0.07 renewal levy be used to sustain  
73 and enhance current levels of operations and maintenance of county regional and rural  
74 parks, to provide up to \$300,000 annually for the recreation grant programs, and to  
75 restore capital funding for the parks division anticipated to decline due to a reduction in  
76 real estate excise tax revenues over the next six years.

77 N. King County has identified an acquisition and development strategy to  
78 complete the three-hundred-mile regional trails system, which includes the Burke-  
79 Gilman, Sammamish River, Green River and East Lake Sammamish trails. The strategy  
80 identifies priority acquisitions and development based on criteria such as key connectors  
81 or missing links, proximity to urban populations, pursuit of acquisitions which could be  
82 lost to development and partnerships with other agencies. Criteria including impacts on  
83 health and effects on health inequities/health disparities must also be considered in  
84 prioritizing parks levy funded projects.

85 O. King County has a goal of improving water quality in the region by acquiring  
86 and preserving open space and natural areas within watersheds.

87 P. Almost half of King County residents are physically inactive. Physical  
88 inactivity and a sedentary lifestyle are known contributors to higher rates of obesity,  
89 diabetes and other chronic diseases. These negative and life-shortening health conditions  
90 disproportionately affect low-income people and people of color.

91 Q. People with access to recreational facilities are two times more likely to reach  
92 recommended levels of physical activity than those without access. The closer facilities  
93 and parks are to people's homes, the higher the likelihood that they will use parks and  
94 recreation facilities, thereby maintaining and improving their health.

95 R. Achieving parity in access to recreational opportunities is an important factor  
96 in reversing health inequities/health disparities among the afflicted populations and  
97 communities in King County.

98 S. Access to and availability of safe, quality parks, trails, open space, and  
99 recreation are necessary to maintain and improve social and mental health for King  
100 County residents, especially those suffering from chronic disease. Among the attributes  
101 of parks, trails open space and recreation that lead to positive health impacts are exposure  
102 to low noise levels, clean air, clean water, increased social interactions, tranquil places,  
103 aesthetic views and space for physical exercise.

104 T. The task force recommended expanding the recreational opportunities of  
105 underserved populations by increasing access to trails, parks and open space in these  
106 communities.

107 U. The Health of King County 2006 report recognizes that underserved  
108 populations are at risk for greater health disparities/health inequities.

109 V. The task force recommended that three cents of the five-cent acquisition levy  
110 be allocated to King County for protecting and acquiring key open space and natural  
111 lands as well as acquiring and developing critical trail connections as identified in the  
112 division's Regional Trail System Plan.

113 W. The task force recommended that open space and natural lands acquisitions  
114 be made that will protect additional lands, shorelines, lakes, streams and water quality  
115 within watersheds, and called on the county to ensure appropriate public access as part of  
116 any such acquisitions. The task force noted that both the purchase of development rights  
117 and fee title may be appropriate.

118 X. Regional trail expenditures recommended by the task force include acquisition  
119 of remaining planned regional trail corridors and development of key urban regional trail  
120 connections including the East Lake Sammamish trail, the Sammamish River trail  
121 connection to East Lake Sammamish trail and the Soos Creek trail.

122 Y. The task force recommended that one cent of the five-cent acquisition levy  
123 proceeds be distributed to cities for acquisition and development of open space and  
124 natural lands and city trail projects that support connections to the regional trail system,  
125 defined to include both county regional trails and city trails that are regional in nature,  
126 and may specifically include local trails in underserved areas linking to city or county  
127 trails that connect to regional trails. Any such distributions would be contingent upon an  
128 equal or greater contribution of matching funds from the recipient city for the same  
129 project.

130           Z. The task force recommended that city funding requests be made through the  
131 Conservation Futures Tax Citizen Oversight Committee, whose mission should be  
132 expanded to review applications for this purpose.

133           AA. The task force recommended that one cent of the five-cent acquisition levy  
134 be used for a one-time investment in environmental education and conservation programs  
135 and capital improvements at Woodland Park Zoo.

136           AB. The Woodland Park Zoo, in a letter dated April 12, 2007, offered to take the  
137 necessary steps to modify the bylaws of the Woodland Park Zoological Society to  
138 provide for a board member appointed by the King County council to monitor the  
139 expenditure of county moneys.

140           SECTION 2. Definitions. The definitions in this section apply throughout this  
141 ordinance unless the context clearly requires otherwise.

142           A. "Levy" means the portion of the regular property tax levy, for the specific  
143 purpose and term provided in this ordinance and authorized by the electorate in  
144 accordance with state law.

145           B. "Levy proceeds" means the principal amount of funds raised by the levy, any  
146 interest earnings on the funds and the proceeds of any interim financing following  
147 authorization of the levy.

148           C. "Limit factor" means the ratio of the most recent September Consumer Price  
149 Index to the immediately previous September Consumer Price Index (final published  
150 CPI-W All City Average, as calculated by the United States Bureau of Labor Statistics, or  
151 its successor) expressed as a multiple of one hundred percent to achieve the result of one  
152 hundred percent plus inflation.

153 D. "City projects" means the acquisition of open space and natural lands and the  
154 acquisition and development of county regional trails or city trails that are regional in  
155 nature, and may specifically include local trails in underserved areas linking to city or  
156 county trails that connect to regional trails.

157 E. "Woodland Park Zoo projects" means environmental education, conservation  
158 programs, green space acquisitions and capital improvement projects, excluding parking  
159 facilities, at the Woodland Park Zoo.

160 F. "Health disparities/health inequities" means the disproportionate burden of  
161 disease, disability and death among a particular population or group when compared to  
162 the proportion of the population as a whole.

163 SECTION 3. Levy submittal to voters. To provide necessary funds for the park  
164 and recreation purposes identified in section 5 of this ordinance, the county council shall  
165 submit to the qualified electors of the county a proposition authorizing a regular property  
166 tax levy in excess of the levy limitation contained in chapter 84.55 RCW for six  
167 consecutive years, with collection commencing in 2008, at a rate not to exceed \$0.05 per  
168 one thousand dollars of assessed value. In accordance with RCW 84.55.050, this Levy  
169 shall be a regular property tax levy subject to the limit factor.

170 SECTION 4. Deposit of levy proceeds. The levy proceeds shall be deposited in  
171 a dedicated subfund of the parks and recreation fund, or its successor.

172 SECTION 5. Eligible expenditures. If approved by the qualified electors of the  
173 county, all levy proceeds shall be used as follows: sixty percent for King County's  
174 acquisition of open space and natural lands critical to the preservation of regional  
175 watersheds and streams, for acquisition and development of rights of way for regional

176 trails, with primary consideration given to those projects that address health  
177 disparities/health inequities as recognized in the Health of King County 2006 report and  
178 are consistent with the Regional Trails Plan including acquisition of missing critical links  
179 and/or maximization of regional trail use, and for repayment of costs, including principal  
180 and interest, associated with interim financing following approval of the levy, and to  
181 provide up to \$500,000 annually for capital funding of recreation grant programs; twenty  
182 percent for distribution to cities in King County of which fifty percent shall be distributed  
183 based on city population, and of which fifty percent shall be distributed based on the  
184 assessed value of parcels within a city for city projects; and twenty percent for Woodland  
185 Park Zoo projects. Of the proceeds designated for distribution to King County cities and  
186 the Zoo, a reasonable portion shall be retained by the county to be used for expenditures  
187 related to administration of the distribution of levy proceeds. The levy proceeds shall be  
188 used solely for the designated purposes and shall not supplant existing funds used for  
189 such purposes.

190 **SECTION 6. Contingent distributions.** Each distribution of levy proceeds to a  
191 King County city for the eligible expenditures as described in section 5 of this ordinance  
192 is contingent upon the execution of a contract with the city for the same project. No  
193 distribution of levy proceeds may be made to the Woodland Park Zoological Society, or  
194 its successor, until the Woodland Park Zoological Society has modified its bylaws to  
195 provide for a board member appointed by the King County council, and without  
196 execution of a contract with the county.

197 **SECTION 7. Call for special election.** In accordance with RCW 29A.04.321, a  
198 special election is called for August 21, 2007, to consider a proposition authorizing a

199 regular property tax levy for the purposes described in this ordinance. The manager of  
200 the records, elections and licensing services division shall cause notice to be given of this  
201 ordinance in accordance with the state constitution and general law and to submit to the  
202 qualified electors of the county, at the said special county election, the proposition  
203 hereinafter set forth. The clerk of the council shall certify that proposition to the manager  
204 of the records, elections and licensing services division, in substantially the following  
205 form:

206           PROPOSITION 2: The King County Council has passed Ordinance Y  
207 concerning funding for open space, regional trails, and Woodland Park Zoo. This  
208 proposition would expand city and county parks and recreation opportunities through the  
209 acquisition of open space and trails, and programs and capital improvements at the Zoo.  
210 It would authorize King County to levy an additional regular property tax of \$0.05 per  
211 \$1,000 of assessed valuation for collection in 2008 and authorize annual increases by the  
212 percentage increase in the consumer price index for each of the five succeeding years, as  
213 allowed by chapter 84.55 RCW. Should this proposition be:

214 Approved? \_\_

215 Rejected? \_\_

216           SECTION 8. County parks citizen oversight board established. If the  
217 qualified electors of King County approve the proposition set forth in section 7 of this  
218 ordinance, a county parks citizen oversight board shall be appointed by the county  
219 executive to review the expenditure of levy proceeds and make policy recommendations  
220 to the county executive and county council regarding future expenditures. In the event  
221 that the qualified electors of King County approve both the proposition set forth in

222 section 7 of this ordinance and the proposition set forth in Ordinance ----, (Proposed  
223 Ordinance 2007-0224), section 6, then the council may, at its discretion, nominate and  
224 confirm the same members to both boards or combine the board functions into one board.  
225 The board shall consist of nine members. Each councilmember shall nominate a  
226 candidate for the board from the councilmember's district. If the executive does not  
227 appoint a person who has been nominated by a councilmember, the executive must  
228 request that the councilmember nominate another candidate for appointment. Board  
229 members shall be confirmed by the council. Members shall be residents of King County.  
230 The chair of the council shall designate one additional person to participate in board  
231 discussion, but the person shall neither vote nor be a member of the board. On or before  
232 May 30 of each year beginning in 2009, the board shall review and make a written report  
233 to the King County executive and the King County council on the expenditure of all levy  
234 proceeds and any policy recommendations regarding the levy proceeds. Ten copies of  
235 each written report shall be filed with the clerk of the council, for distribution to all  
236 councilmembers. The parks and recreation division shall provide the board with all  
237 reports on division activities that the division transmits to the King County council in  
238 accordance with K.C.C. 7.08.090. The board expires June 30, 2014.

239 SECTION 9. Pursuant to RCW 29A.32.280, the following individuals are  
240 appointed to serve on the voters' pamphlet committees, each committee to write a  
241 statement for or against the proposed parks expansion levy ballot measure:

- | 242 | FOR      | AGAINST  |
|-----|----------|----------|
| 243 | 1. _____ | 1. _____ |
| 244 | 2. _____ | 2. _____ |



**Ordinance 15760**

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253 to any person or circumstance is held invalid, the remainder of the ordinance or the  
254 application of the provision to other persons or circumstances is not affected.

255

Ordinance 15760 was introduced on 4/2/2007 and passed as amended by the Metropolitan King County Council on 5/7/2007, by the following vote:

Yes: 7 - Mr. Gossett, Ms. Patterson, Mr. von Reichbauer, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine  
No: 2 - Ms. Lambert and Mr. Dunn  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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APPROVED this 17th day of May, 2007.

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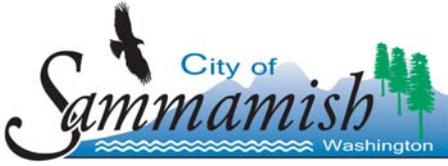
**Attachments**      None

**KING COUNTY PARKS DIVISION  
CAPITAL EXPANSION LEVY  
PROJECTED CITY ALLOCATIONS  
2008**

	POPULATION <sup>1</sup>			ASSESSED VALUE			CITY ALLOCATION
	Estimate	Population as a Percentage	Allocation Based on Population <sup>2</sup>	Final 2007 AV for 2008 Tax Roles	AV as a Percentage	Allocation Based on AV <sup>2</sup>	Based on 50% Population; 50% AV
<b>King</b>	<b>1,861,300</b>						
Unincorporated	368,255						
<b>Incorporated</b>	<b>1,493,045</b>	100.00%	<b>\$ 3,327,050</b>	<b>290,362,431,565</b>	100.00%	<b>\$ 3,327,050</b>	
		50.00%	<b>\$ 1,663,525</b>		50.00%	<b>\$ 1,663,525</b>	
Algona	2,725	0.183%	3,036	410,820,502	0.141%	2,354	\$ 5,389.79
Auburn	44,300	2.967%	49,358	5,728,381,288	1.973%	32,819	\$ 82,176.95
Beaux Arts Village	310	0.021%	345	115,582,991	0.040%	662	\$ 1,007.59
Bellevue	118,100	7.910%	131,585	31,485,645,842	10.844%	180,385	\$ 311,970.44
Black Diamond	4,120	0.276%	4,590	579,159,749	0.199%	3,318	\$ 7,908.52
Bothell <i>part</i>	16,950	1.135%	18,885	3,275,422,445	1.128%	18,765	\$ 37,650.73
Burien	31,410	2.104%	34,996	3,845,144,599	1.324%	22,029	\$ 57,025.83
Carnation	1,900	0.127%	2,117	202,887,553	0.070%	1,162	\$ 3,279.32
Clyde Hill	2,810	0.188%	3,131	1,579,857,435	0.544%	9,051	\$ 12,182.07
Covington	17,190	1.151%	19,153	1,886,073,554	0.650%	10,806	\$ 29,958.37
Des Moines	29,090	1.948%	32,412	2,936,127,933	1.011%	16,821	\$ 49,233.04
Duvall	5,845	0.391%	6,512	823,259,327	0.284%	4,717	\$ 11,228.96
Enumclaw <i>part</i>	11,320	0.758%	12,613	1,068,153,935	0.368%	6,120	\$ 18,732.14
Federal Way	87,390	5.853%	97,368	9,010,356,378	3.103%	51,622	\$ 148,989.96
Hunts Point	480	0.032%	535	765,357,352	0.264%	4,385	\$ 4,919.64
Issaquah	24,710	1.655%	27,531	5,890,000,046	2.028%	33,745	\$ 61,276.05
Kenmore	19,940	1.336%	22,217	2,941,435,130	1.013%	16,852	\$ 39,068.68
Kent	86,660	5.804%	96,555	11,556,074,644	3.980%	66,206	\$ 162,761.37
Kirkland	47,890	3.208%	53,358	11,452,502,304	3.944%	65,613	\$ 118,971.12
Lake Forest Park	12,770	0.855%	14,228	2,162,443,195	0.745%	12,389	\$ 26,617.04
Maple Valley	20,020	1.341%	22,306	2,303,190,025	0.793%	13,195	\$ 35,501.22
Medina	2,950	0.198%	3,287	2,681,076,024	0.923%	15,360	\$ 18,647.08
Mercer Island	22,380	1.499%	24,935	8,900,540,134	3.065%	50,992	\$ 75,927.79
Milton <i>part</i>	825	0.055%	919	82,372,778	0.028%	472	\$ 1,391.13
Newcastle	9,550	0.640%	10,640	2,051,575,851	0.707%	11,754	\$ 22,394.20
Normandy Park	6,435	0.431%	7,170	1,278,891,064	0.440%	7,327	\$ 14,496.70
North Bend	4,705	0.315%	5,242	679,244,265	0.234%	3,891	\$ 9,133.71
Pacific <i>part</i>	5,945	0.398%	6,624	459,833,283	0.158%	2,634	\$ 9,258.26
Redmond	50,680	3.394%	56,467	12,774,174,381	4.399%	73,185	\$ 129,651.73
Renton	60,290	4.038%	67,174	9,659,677,654	3.327%	55,342	\$ 122,515.66
Sammamish	40,260	2.697%	44,857	8,739,143,248	3.010%	50,068	\$ 94,924.71
SeaTac	25,530	1.710%	28,445	4,606,470,336	1.586%	26,391	\$ 54,836.17
Seattle	586,200	39.262%	653,134	121,621,130,668	41.886%	696,784	\$ 1,349,917.57
Shoreline	53,190	3.563%	59,263	7,293,134,085	2.512%	41,783	\$ 101,046.72
Skykomish	210	0.014%	234	24,534,629	0.008%	141	\$ 374.54
Snoqualmie	8,600	0.576%	9,582	1,725,358,551	0.594%	9,885	\$ 19,466.78
Tukwila	18,000	1.206%	20,055	4,450,243,674	1.533%	25,496	\$ 45,551.33
Woodinville	10,390	0.696%	11,576	2,555,578,871	0.880%	14,641	\$ 26,217.61
Yarrow Point	975	0.065%	1,086	761,575,842	0.262%	4,363	\$ 5,449.50
<b>TOTAL:</b>	<b>1,493,045</b>	<b>100%</b>	<b>1,663,525</b>	<b>290,362,431,565</b>	<b>100%</b>	<b>\$ 1,663,525</b>	<b>\$ 3,327,050</b>

- Notes:
- <sup>1</sup> Population estimate as of April 1, 2007 prepared by the Washington State Office of Financial Management (OFM).
- <sup>2</sup> City allocation of \$3,327,050 assumes a 1 percent administrative fee, or \$33,606.





## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Consultant Services Contract, i.e., budget and scope of work for BHC

**Meeting Date:** May 20, 2008

**Date Submitted:** April 29, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:**  
Approval of amended contract and scope of work

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

**Exhibits:**  
1. Supplemental Agreement

---

**Budgeted Amount:** \$2,848.09

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**Summary Statement:** The City of Sammamish desires to expand the original scope of work to include additional work tasks related to the annexation strategy study. The revised scope includes the following: Ownership Mapping, Discussion Tools, and School District Boundary Handout.

**Background:**

The City of Sammamish sought consultant services for an Annexation Strategy Study and related tasks. The study addresses two city-adopted Potential Annexation Areas (PAA), one potential future PAA, and eight study areas. The study includes land use and zoning options, infrastructure needs, financial issues, and public involvement. Additional tasks not originally included in the scope of work are reflected in an amended scope.

**Financial Impact:** \$2,848.09

**Recommended Motion:** Authorize the City Manager to sign an amendment of the contract with BHC for the Annexation Study Project in an amount not to exceed \$2,848.09.





## SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: 4/29/08
<b>Project:</b> Consultant Services Contract, i.e., budget and scope of work for BHC annexation strategy	City Project number
Consultant: BHC	Contract Number: C2007-122

The City of Sammamish desires to amend the agreement with BHC.

The changes to this agreement are described as follows: Additions to the scope of work including: Ownership mapping, Duthie Hill Study Area Discussion Tools, and School District Boundary Handout.

Contract expiration date shall be extended to June 30, 2008

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
<u>\$62,000.00</u>	<u>\$\$62,000.00</u>	<u>\$ 2,848.09</u>	<u>\$ 64,848.09</u>
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; border-top: 1px solid black; margin-top: 10px;">BHC</div> <div style="width: 45%; border-top: 1px solid black; margin-top: 10px;">Date</div> </div>		<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; border-top: 1px solid black; margin-top: 10px;">City of Sammamish</div> <div style="width: 45%; border-top: 1px solid black; margin-top: 10px;">Date</div> </div>	





## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Additional City Right of Way Landscape  
Maintenance Services

**Meeting Date:** May 20, 2008

**Date Submitted:** May 14, 2008

**Originating Department:** Public Works

**Clearances:**

**Action Required:**  
Authorize the City Manager to execute Supplemental Agreement #2, to the contract with Northwest Landscape Services to provide additional landscape maintenance services in City right of way.

City Manager                       Police

Public Works                       Fire

Building/Planning                       Attorney

**Exhibits:**  
1. Supplemental Agreement #2, to Contract C2007-126 with attachment.

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**Budgeted Amount:** \$103,000 is budgeted in the adopted 2008 Public Works Street Fund Budget (Fund 101) for right of way landscape maintenance services.

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**Summary Statement:**

The right of way landscaping in various locations represents a large investment and provides for a signature look to the city. A high level of maintenance is required to protect the investment and aesthetic quality of the City's landscaped right of ways. Much of the right of way landscaping in the City is currently maintained through a contract with Northwest Landscape Services. From time to time, as capital projects containing additional right of way landscaping are completed, it becomes necessary to amend this existing contract to include these additional landscape areas.

**Background:**

On April 3, 2007 the City Council approved a two-year contract with Northwest Landscape Services to provide maintenance services for several of the City's right of way landscape areas including 228<sup>th</sup> Avenue, Issaquah-Pine Lake Road, NE 16<sup>th</sup> Street, the roundabouts, etc.

On January 22, 2008, Council authorized Amendment #1 to this contract to add maintenance of the right of way landscaping in Issaquah Pine Lake Road adjacent to the Park & Ride Lot and along the SE 24<sup>th</sup> Street bioswale to the contract.

This supplemental Agreement #2, adds maintenance of the landscaping installed on the recently completed Pine Lake Transit Access Road (PLTAR) project to the contract. This includes the landscaped center median and the planter strips between the curb and sidewalk within this project area which runs generally from the western boundary of the Park & Ride lot to 224<sup>th</sup> Avenue SE. It also includes the planter strip landscaping along 224<sup>th</sup> Place SE immediately adjacent to the Pine Lake Transit Access Road as well as the landscaping installed around the underground stormwater facility installed at the northwest corner of the Pine Lake Transit Access Road / 224<sup>th</sup> Place SE intersection. The cost for adding this additional landscape maintenance service to the contract is \$4,950.50, including sales tax.

**Financial Impact:**

No negative financial impact is expected from approval of this Amendment #2 to the original landscape maintenance contract. The adopted 2008 budget contains an appropriation of \$103,000 to cover provision of right of way landscape maintenance services. Approval of the attached Amendment #2 will bring the total 2008 contract cost for right of way landscape maintenance services to \$103,622.50, \$622.50 above the 2008 budget amount for these services. Other street fund budget line items will be under-spent in 2008 to cover this \$622.50. No year end budget adjustment will be required as a result of approval of this Amendment #2.

**Recommended Motion:**

Move to authorize the City Manager to execute Supplemental Agreement, Amendment #2, with Northwest Landscape Services to provide the additional landscape maintenance services in city right of way as described in the amendment in an amount not to exceed \$4,950.50 for 2008 and increasing the total contract amount to \$103,622.50.



## SUPPLEMENTAL AGREEMENT

Amendment Number: Two (2)	Date: May 20, 2008
Project: Landscaping Services for Public Works Maintenance, Right-of-Way (ROW)	City Project number N/A
Consultant: Northwest Landscape Services	Contract Number: C2007-126

The City of Sammamish desires to amend Small Works Roster Contract #C2007-126 for ROW landscape maintenance services with Northwest Landscape Services. The changes made to contract #C2007-126 by this Supplemental Agreement, Amendment #2, are described as follows:

A. Add the following locations to the ROW landscape maintenance contract. NOTE: Areas being added to the existing contract are generally as show on the attached drawing, labeled Exhibit 2.A.

**1. SE Pine Lake Road:**

From the western boundary of the park and ride lot to 224<sup>th</sup> Avenue SE. (Note that the park and ride lot landscaping is currently being maintained by Northwest Landscape Services also.)

Landscape care shall include all developed areas within the streetscape, including the center median island, the landscaped strip on the property side of the sidewalk and the landscape strip between the curb & gutter and the sidewalk. Landscape care shall include all landscape maintenance and cleanup associated with lawn and landscape maintenance as described in parts G.1. through G.IV. of Exhibit A, Attachment A, Section A of the originally executed contract #C2007-126.

**2. 224<sup>th</sup> Place SE:**

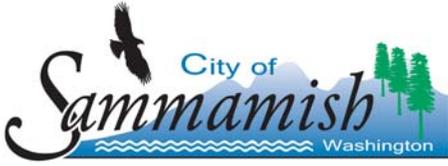
From SE Pine Lake Road to approximately 160 feet north.

Landscape care shall include all developed areas within the streetscape, including the landscape strip on the property side of the sidewalk and the landscape strip between the curb & gutter and the sidewalk. Landscape care shall include all landscape maintenance and cleanup associated with lawn and landscape maintenance as described in parts G.1. through G.IV. of Exhibit A, Attachment A, Section A of the originally executed contract #C2007-126.









## CITY COUNCIL AGENDA BILL

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**Subject:**  
Microsoft's 4<sup>th</sup> on the Plateau Sponsorship Agreement

**Meeting Date:** May 20, 2007

**Date Submitted:** May 9, 2007

**Originating Department:** Administrative Services

**Clearances:**

**Action Required:**  
Approval of Microsoft's 4<sup>th</sup> on the Plateau Sponsorship Agreement

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

**Exhibits:**  
1. Microsoft's 4<sup>th</sup> on the Plateau Sponsorship Agreement

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**Budgeted Amount:** NA

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**Summary Statement:**

Microsoft has generously agreed to provide a \$25,000 sponsorship for the 2008 "4<sup>th</sup> on the Plateau".

**Background:**

The City's Sponsorship Policy requires that the City Council approve Microsoft's Sponsorship Agreement.

The Policy states in part:

**3.06 Sponsorship Agreements**

- A. Sponsorship Agreements are subject to the following levels of review and approval:

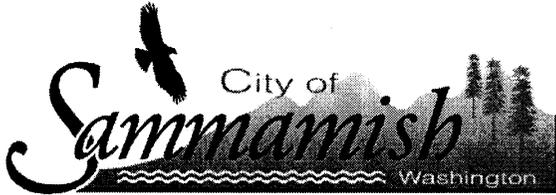
- i. Less than \$10,000 in annual revenue, goods, or services:  
Department Director
- ii. \$10,000 to \$15,000 in annual revenue, goods, or services: City  
Manager
- iii. Greater than \$15,000 in annual revenue, goods, or services:  
City Council

**Financial Impact:**

\$25,000

**Recommended Motion:**

Move to approve the Sponsorship Agreement with Microsoft and direct the City Manager to sign the Agreement on behalf of the City.



## **SPONSORSHIP AGREEMENT**

**THIS AGREEMENT**, is made this 15<sup>th</sup> day of April, 2008, by and between the City of Sammamish (hereafter referred to as "City") and Microsoft (hereafter referred to as "Sponsor").

**WHEREAS**, the City will be presenting the *Fourth on the Plateau* at the Sammamish Commons (hereafter referred to as "Venue"); and

**WHEREAS**, the Sponsor wishes to provide financial and/or other support for the event, and to be designated the title sponsor for the *Fourth on the Plateau*, in exchange for certain promotional rights to be provided by the City;

**NOW, THEREFORE**, in consideration of the mutual agreements and promises contained herein, the parties agree as follows:

### **1.0 Event Title.**

The event shall be known as "*Fourth on the Plateau*" and the Sponsor agrees that it shall refer to the event in all advertising and promotional materials by its full name.

### **2.0 Advertising and Promotion.**

**(a) Use of Title.** Subject to the City's rights of approval as described herein, the Sponsor shall have the right to use the event name in such advertising and promotional activities as it deems desirable during the term of this Agreement.

**(b) Sponsorship Scope.** During the term of this Agreement, the Sponsor may:

- (i) Give away promotional merchandise in connection with advertising or promoting the event;
- (ii) Use photographs of past events of this type organized by the City for advertising and promotional purposes, subject to the City's prior approval;
- (iii) Use photographs of the *Fourth on the Plateau* for purposes of advertising the Sponsor's involvement during the series season and for a period of six months following the conclusion of the series, subject to the City's prior approval;

(iv) Erect a booth or tent, not to exceed 10' x 10', during the event in a location designated by the City or provide a similar marketing venue subject to the City's prior approval;

***The City of Sammamish will provide:***

(v) Recognition in all print advertising for the event placed by the City on or after the effective date of this Agreement;

(vi) Have the Sponsor's name and/or Logo on merchandise authorized by the City for sale at the event;

(vii) Provide VIP parking for four vehicles at the event;

(viii) Include business name on all banners during the event;

(ix) Name of business will be mentioned at the main stage during the event;

(x) Business will be featured on the City's event webpage, with a link to business webpage; and

(xi) Business name will be included in commercial prior to event as well as featured in event video on Channel 21.

***(c) Performers' Names.*** The Sponsor does not have the right to use the names, signatures, photographs or likenesses of any performer without the express written consent of the performer.

***(d) Artistic Control.*** The Sponsor acknowledges and agrees that the City shall have sole control over all artistic matters pertaining to the event.

**3.0 Sponsor's Contribution.**

***(a) Monetary Contribution.*** In consideration of all rights granted hereunder to the Sponsor, the Sponsor shall contribute the following amount on the dates specified below:

Amount: Twenty Five Thousand (\$25,000.00)

Payment as follows: on or before May 1, 2008;

***(b) In-Kind Contribution.*** In consideration of all rights granted hereunder to the Sponsor, the Sponsor shall provide the City with the following products ("Products"), delivered to the City on the dates and at the locations specified:

(i) Products (Quantity and Description): N/A

(ii) Delivery Date: N/A

(iii) Location: N/A

(iv) *Delivery and Service.* At the Sponsor's sole expense, the Sponsor shall deliver the Products to, and store such Products at, a location designated by the City. The Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, as necessary, in a number mutually agreed upon between the parties. All of the Sponsor's personnel shall be subject to the City's security and personnel policies and practices.

(v) *Sponsor Insurance.* During the term of this Agreement, the Sponsor shall carry workers' compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Products.

#### **4.0 Option to Renew.**

The Sponsor shall have the option to renew its Sponsorship of the event annually on the same terms and conditions as contained herein for a period of up to two (2) years. The Sponsor shall exercise said option, if at all, by giving the City written notice thereof prior to the expiration of the Term of this Agreement (see Paragraph 7).

#### **5.0 Indemnification.**

The Sponsor agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) arising out of the performance of this Agreement to the extent caused by the Sponsor's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) arising out of the performance of this Agreement to the extent caused by the City's negligent acts, errors or omissions.

#### **7.0 Term and Termination.**

(a) *Term.* This Agreement shall become effective on the date first above written and shall expire on August 31, 2008 unless terminated earlier or renewed pursuant to the terms hereof.

(b) *Termination by City.* Without prejudice to any other rights or remedies that the City may have, the City may terminate this Agreement immediately by delivery of notice to the Sponsor at any time. If the Agreement is terminated prior to the end of the Series, the sponsorship contribution shall be prorated and a portion of the funds returned to the Sponsor.

(c) *Termination by Sponsor.* Without prejudice to any other rights or remedies that the Sponsor may have, the Sponsor may terminate this Agreement by providing ten (10) days written notice to the City.

#### **8.0 Cancellation.**

The City has the right to cancel the event due to inclement weather or for any other reason. The City will notify the Sponsor immediately following the decision to cancel the event. In the event of a cancellation, any in-kind products provided by the Sponsor will be returned to the Sponsor.

**9.0 Assignment.**

Any assignment of this Agreement by the Sponsor without the written consent of the City shall be void.

**10.0 Entire Agreement.**

The written provisions and terms of this Agreement, together with any attachments hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever this Agreement.

**11.0 Modification.**

No waiver, alteration or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Sponsor.

**12.0 Notices.**

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail or delivered in person at the addresses listed below.

For the City:  
City of Sammamish  
Volunteer Coordinator  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0500

For the Sponsor:  
Microsoft  
Jim Stanton  
One Microsoft Way  
Redmond, WA 98053  
425-707-5076

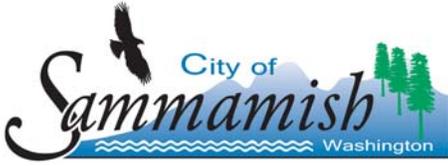
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year above written.

**City of Sammamish**

By: \_\_\_\_\_

**Sponsor**

By: Jim Stanton



## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Contract with Western International Fireworks

**Meeting Date:** May 20, 2007

**Date Submitted:** May 6, 2007

**Originating Department:** Administrative Services

**Clearances:**

**Action Required:**  
Approval of Contract and direct the City Manager to sign the Agreement on behalf of the City

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

**Exhibits:**  
1. Agreement for Services with Western International Fireworks

---

**Budgeted Amount:** \$25,000

---

**Summary Statement:**

This is a contract between the City and Western International Fireworks to produce the fireworks show at the City's Annual "4<sup>th</sup> on the Plateau" celebration.

**Background:**

Back in 2005 City Councilmembers, City Staff, and a very active Citizens Committee started planning for Sammamish's Annual 4th of July event. We are calling the event "4<sup>th</sup> on the Plateau".

The event will include food booths, information booths sponsored by local service clubs and businesses, a children's area, and a fantastic fireworks show.

**Financial Impact:**

\$25,000

**Recommended Motion:**

Move to approve the contract with Western International Fireworks and direct the City Manager to sign the Agreement on behalf of the City.

Exhibit 1

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Norm Rose, Western International Fireworks

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Western International Fireworks, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "A"

X A sum not to exceed \$25,000

\_\_\_ Other (describe): \_\_\_\_\_

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2008, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

## Exhibit 1

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

7. **Insurance.**

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

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**Other Insurance Provisions**

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

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

## Exhibit 1

**Verification of Coverage**

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

**8. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

**10. Termination.**

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

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

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

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

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

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

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

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

Exhibit 1

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

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

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

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

City of Sammamish  
801 228<sup>th</sup> Ave SE  
Sammamish, Washington 98075  
Phone number: (425) 295-0500

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

Norm Rose  
Western International Fireworks  
P. O. Box 932  
Canby, OR 97013  
Phone Number: (503) 656-1999

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT  
Western Display Fireworks, LTD  
An Oregon Corporation

By: \_\_\_\_\_

By: Robert H. [Signature]

Title: City Manager

Title: Pres.

Date: \_\_\_\_\_

Date: 5/12/08

Attest/Authenticated:

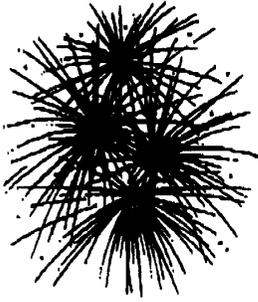
Approved As To Form:

\_\_\_\_\_  
City Clerk

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

Exhibit 1

**CONTRACT AND PURCHASE ORDER**



**WESTERN  
INTERNATIONAL  
FIREWORKS**

**THIS AGREEMENT** between WESTERN DISPLAY FIREWORKS, LTD and the undersigned here and after shall be referred to as WESTERN and the CITY OF SAMMAMISH here and after shall be referred to as the SPONSOR.

WESTERN agrees to supply fireworks and pyrotechnic operators for the sum of: **TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00)** on the following designated date(s) and location: **JULY 4, 2008 AT SAMMAMISH, WASHINGTON.**

**TOTAL CONTRACT PRICE FOR PROPOSAL \*\*\* 99303 \*\*\* INCLUDES:** Merchandise as described, use of company owned mortars and equipment, delivered and electrically fired by licensed pyrotechnician and crew covered under worker's compensation insurance, \$1,000,000 display liability insurance, city permit fee, and sales tax.

- **SPONSOR TO PROVIDE SUITABLE FIRING SITE BY CUTTING AND CLEARING WEEDS AND BUSHES**
- **SPONSOR TO PROVIDE A HOLD HARMLESS RELEASE FOR THE EMPTY HOUSE IN THE FALLOUT ZONE.**

**WESTERN'S RESPONSIBILITIES:** WESTERN agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on behalf of the party of the first part, to cancel or delay said display if in his/her judgment circumstances beyond the control of either parties poses an extraordinary risk to the health and safety of any persons or property within the vicinity of the display.

**SPONSOR'S RESPONSIBILITIES:** SPONSOR agrees that in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2000 Edition (National Fire Protection Association) 4-1.1.1, the SPONSOR shall consult with the authority having jurisdiction to determine the level of fire protection required and provide adequate fire protection for the display. It is further agreed that in accordance with NFPA 1123 4-1.2 that the SPONSOR shall provide monitors whose sole duty shall be the enforcement of crowd control located around the display area during the display and until the discharge site has been inspected after the display.

**TERMS:** TOTAL CONTRACT PRICE OF TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) IS TO BE PAID IN FULL ON OR BEFORE JULY 14, 2008. IF THE DISPLAY IS CANCELLED PRIOR TO DEPARTURE FROM OUR FACILITY AND CANNOT BE FIRED DUE TO WEATHER CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 25% OF THE TOTAL CONTRACT PRICE (\$5,000.00) FOR RESTOCKING COSTS INCURRED. IF THE PHYSICAL SETUP OF THE SHOW HAS BEEN COMPLETED AND THE SHOW MUST BE CANCELLED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 100% OF THE TOTAL CONTRACT PRICE (\$20,000.00) FOR ADDITIONAL COSTS INCURRED. SPONSOR RECOGNIZES THAT BECAUSE OF THE NATURE OF FIREWORKS, AN INDUSTRY ACCEPTED LEVEL OF 3% OF THE PRODUCT USED IN ANY DISPLAY MAY NOT FUNCTION AS DESIGNED AND THIS LEVEL OF NONPERFORMANCE IS ACCEPTABLE AS FULL PERFORMANCE.

**INTEREST** at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM APR 18%) will be charged on all accounts 30 days past due, and buyer agrees to pay the same. Buyer also agrees to reimburse WESTERN DISPLAY FIREWORKS, LTD for its attorney fees incurred in collection if this account is delinquent.

P.O. BOX 932  
CANBY, OREGON  
97013

**CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE**

\_\_\_\_\_  
Sponsor Representative (print)

\_\_\_\_\_  
Western Display Fireworks, Ltd.  
Robert L. Gobet, President  
Judith A. Gobet, Vice President

\_\_\_\_\_  
Sponsor Representative Signature

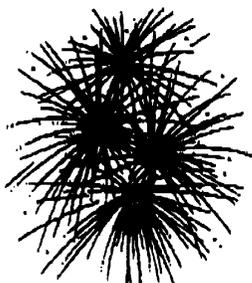
For: \_\_\_\_\_ (Organization)

Date \_\_\_\_\_

Date 3/12/08

1-800-628-6529  
(503) 656-1999 OFFICE  
(503) 656-6628 FAX

Exhibit 1



WESTERN INTERNATIONAL FIREWORKS

**CONTRACT AND PURCHASE ORDER**

**\* ADDITION \***

**THIS AGREEMENT** between WESTERN DISPLAY FIREWORKS, LTD and the undersigned here and after shall be referred to as WESTERN and the **CITY OF SAMMAMISH** here and after shall be referred to as the SPONSOR.

WESTERN agrees to supply fireworks and pyrotechnic operators for the sum of: **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** on the following designated date(s) and location: **JULY 4, 2008 AT SAMMAMISH, WASHINGTON.**

**TOTAL CONTRACT PRICE FOR PROPOSAL \*\*\* 99304 \*\*\* INCLUDES:** Merchandise as described, use of company owned mortars and equipment, delivered and electrically fired by licensed pyrotechnician and crew covered under worker's compensation insurance, \$1,000,000 display liability insurance, and sales tax.

**WESTERN'S RESPONSIBILITIES:** WESTERN agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on behalf of the party of the first part, to cancel or delay said display if in his/her judgment circumstances beyond the control of either parties poses an extraordinary risk to the health and safety of any persons or property within the vicinity of the display.

**SPONSOR'S RESPONSIBILITIES:** SPONSOR agrees that in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2000 Edition (National Fire Protection Association) 4-1.1.1, the SPONSOR shall consult with the authority having jurisdiction to determine the level of fire protection required and provide adequate fire protection for the display. It is further agreed that in accordance with NFPA 1123 4-1.2 that the SPONSOR shall provide monitors whose sole duty shall be the enforcement of crowd control located around the display area during the display and until the discharge site has been inspected after the display.

**TERMS:** TOTAL CONTRACT PRICE OF FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) IS TO BE PAID IN FULL ON OR BEFORE JULY 14, 2008. IF THE DISPLAY IS CANCELLED PRIOR TO DEPARTURE FROM OUR FACILITY AND CANNOT BE FIRED DUE TO WEATHER CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 25% OF THE TOTAL CONTRACT PRICE (\$1,250.00) FOR RESTOCKING COSTS INCURRED. IF THE PHYSICAL SETUP OF THE SHOW HAS BEEN COMPLETED AND THE SHOW MUST BE CANCELLED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 100% OF THE TOTAL CONTRACT PRICE (\$5,000.00) FOR ADDITIONAL COSTS INCURRED. SPONSOR RECOGNIZES THAT BECAUSE OF THE NATURE OF FIREWORKS, AN INDUSTRY ACCEPTED LEVEL OF 3% OF THE PRODUCT USED IN ANY DISPLAY MAY NOT FUNCTION AS DESIGNED AND THIS LEVEL OF NONPERFORMANCE IS ACCEPTABLE AS FULL PERFORMANCE.

**INTEREST** at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM APR 18%) will be charged on all accounts 30 days past due, and buyer agrees to pay the same. Buyer also agrees to reimburse WESTERN DISPLAY FIREWORKS, LTD for its attorney fees incurred in collection if this account is delinquent.

P.O. BOX 932  
CANBY, OREGON  
97013

**CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE**

\_\_\_\_\_  
Sponsor Representative (print)

\_\_\_\_\_  
Western Display Fireworks, Ltd.  
Robert L. Gobet, President  
Judith A. Gobet, Vice President

\_\_\_\_\_  
Sponsor Representative Signature

For: \_\_\_\_\_ (Organization)

Date \_\_\_\_\_

Date 5/13/08

1-800-628-6529  
(503) 656-1999 OFFICE  
(503) 656-6628 FAX

Exhibit 1

EXHIBIT C  
CITY OF SAMMAMISH  
486 228<sup>th</sup> 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, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor               Other (explain)

TIN No.: 93-0845646

Social Security No.: \_\_\_\_\_

Print Name: Robert L. Gobet

Title: President

Business Name: Western Display Fireworks, Ltd

Business Address: PO Box 932, Canby OR 9703

Business Phone: (503) 656-1999

5/14/08  
Date

Robert L. Gobet  
Authorized Signature (Required)





## CITY COUNCIL AGENDA BILL

---

**Subject:**

A Resolution establishing parking regulations and left turn restrictions on the 4<sup>th</sup> of July

**Meeting Date:** May 20, 2008

**Date Submitted:** May 6, 2008

**Originating Department:** Admin. Services

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

Adoption of Resolution

City Manager                      **X Police**

**X Public Works**                      **X Fire**

Building/Planning                       Attorney

**Exhibits:**

1. Draft Resolution

---

**Budgeted Amount:** NA

---

**Summary Statement:**

This is a Resolution establishing parking regulations and left turn restrictions at specific intersections during the City's Annual 4<sup>th</sup> on the Plateau Celebration.

**Background:**

As part of our planning for the City's Annual 4<sup>th</sup> on the Plateau Celebration, the Sammamish Police Department, Eastside Fire and Rescue, and the Sammamish Public Works Department have jointly developed a traffic management plan. This plan includes parking regulations and left turn restrictions at specific intersections

**Financial Impact:**

NA

**Recommended Motion:**

Move to adopt Resolution \_\_\_\_\_ A Resolution establishing parking regulations and left turn restrictions on the 4<sup>th</sup> of July.

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

---

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL ESTABLISHING PARKING REGULATIONS AND  
LEFT TURN RESTRICTIONS ON THE 4<sup>TH</sup> OF JULY**

WHEREAS, the City's 4<sup>th</sup> on the Plateau celebration will be held on annually on the 4<sup>th</sup> of July; and

WHEREAS, the event is expected to attract over 10,000 people and have a significant impact on traffic in Sammamish; and

WHEREAS, a traffic plan for the event has been jointly developed by the Sammamish Police Department, Eastside Fire and Rescue, and the Sammamish Public Works Department; and

WHEREAS, the City is authorized to restrict parking under Washington Administrative Code Section 308-330-270 (5) as set forth in Sammamish Ordinance 2000-52;

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

Section 1. No Parking Streets Established. To facilitate the movement of vehicles and to provide for increased safety to roadway users, from 12:00 Noon July 4 – 6:00 AM July 5 there shall be No Parking at anytime on the following streets:

- A. SE 4<sup>th</sup> Street from 218<sup>th</sup> Avenue to 228<sup>th</sup> Avenue
- B. SE 222<sup>nd</sup> Place, North and South of SE 4<sup>th</sup> Street.
- C. SE 8<sup>th</sup> Street from 228<sup>th</sup> Avenue to 244<sup>th</sup> Avenue
- D. The Unnamed Street running South from SE 4<sup>th</sup> Street to Sammamish Commons

Section 2. No Left Turn Area Established. To facilitate the movement of vehicles and to provide for increased safety to roadway users, from 6:00 PM – 12:00 Midnight July 4, there shall be No Left Turns or “U” turns allowed from 228th AVE at the following intersections:

- A. E Main Street

- B. SE 4<sup>th</sup> Street
- C. SE 8th Street
- D. SE 10<sup>th</sup> Street
- E. SE 13<sup>th</sup> Street
- F. SE 16<sup>th</sup> Street
- G. SE 20th Street

Section 3. Installation of Signs. The City Manager shall cause No Parking and No Left Turn signs to be installed pursuant to this Resolution. Such signs shall be of a temporary nature and removed once the restrictions are terminated.

**ADOPTED BY THE CITY COUNCIL AT THEIR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: May 6, 2008

Passed by the Council:

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



## CITY COUNCIL AGENDA BILL

---

**Subject:**

2007 Curb and Sidewalk Repairs project, Contract #C2007-164; Final Project Acceptance

**Meeting Date:** May 20, 2008

**Date Submitted:** May 14, 2008

**Originating Department:** Public Works

**Action Required:**

Approve the final contract amount with Edge Concrete, LLC of Woodinville, Washington, for the original contract and final construction amount of \$42,500.00 and accept construction of the 2007 Curb and Sidewalk Repairs project, complete as of May 20, 2008.

**Clearances:**

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

**Exhibits:**

1. Resolution of Project Acceptance

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**Budgeted Amount:** A total of \$355,300 was budgeted in the adopted 2007 Transportation Capital Improvement Fund budget (Fund 340) for the sidewalk program.

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**Summary Statement:**

Construction of this project is now complete. This project provided for the removal and replacement of failing curb, gutter and sidewalk sections at various locations, mostly in the northwest quadrant of the City. During completion of the repair work under this contract, a total of 310 lineal feet of concrete curb and gutter and 383 lineal feet of concrete sidewalk were replaced.

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

All work under this contract has been completed in accordance with Contract authorized by the City Council and approved by the City Manager. The recommended action approves the final contract amount and constitutes the City's final acceptance of the work.

**Background:**

The contract for this sidewalk repair project was awarded by the City Council to Edge Concrete LLC, at the Council's October 16, 2007 meeting. Work began on the project in early November, 2007, and was substantially complete by December 31, 2007.

**Financial Impact:**

The completed improvements were constructed for the original contract authorization amount of \$42,500.00. There were no change orders authorized during project. The project was completed within the project budget.

**Summary of Completed Project Budget:**

<u>Construction Costs</u>	
Original Contract	\$ 42,500.00
Bid Item (Decreases)	\$ -
Change Orders	\$ -
Final Contract Amount	<u>\$ 42,500.00</u>
Easement and Right of Way Acquisition	\$ -
Design	\$ -
Construction Management	\$ -
Materials Testing	\$ -
Miscellaneous	<u>\$ -</u>
Total Final Project Cost	\$ 42,500.00

This project was funded by appropriations in the adopted 2007 Transportation Capital Improvement Fund budget for the "Sidewalk Program." Including this project and others funded from this same "Sidewalk Program" budget, a total of \$119,728.00 was spent for sidewalk program improvements in 2007. The unexpended 2007 sidewalk program budget of \$235,572.00 will be requested to be carried forward into the 2008 budget to be used to fund additional sidewalk repair and construction work during 2008.

**Recommended Motion:**

Move to approve the final contract amount with Edge Concrete, LLC, of Woodinville, Washington, for the original contract and final construction amount of \$42,500.00 and accept construction of the 2007 Curb and Sidewalk Repairs project, complete as of May 20, 2008.

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

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH 2007  
CURB AND SIDEWALK REPAIRS PROJECT AS COMPLETE**

WHEREAS, at the Council meeting of October 16, 2007 the City Council authorized the expenditure of Sidewalk Program funds to repair concrete curb, gutter and sidewalk sections at various locations within the City; and

WHEREAS, the City Manager entered into Contract C2007-164 for the 2007 Curb & Sidewalk Repair Project with Edge Concrete, LLC, on October 29, 2007; and

WHEREAS, the project was substantially completed by the contractor by December 31, 2007;

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

Section 1. Acceptance of the 2007 Curb and Sidewalk Repairs project as Complete. The City of Sammamish hereby accepts the 2007 Curb and Sidewalk Repairs project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 20<sup>TH</sup> DAY OF MAY 2008.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: May 14, 2008  
Passed by the City Council:  
Resolution No.: R2008-\_\_\_\_



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Sammamish Commons project - Final Project Acceptance.

**Meeting Date:** May 20, 2008

**Date Submitted:** May 2, 2008

**Originating Department:** City Manager

**Clearances:**

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

**Action Required:**

Adopt the Resolution accepting the Project as complete.

**Exhibits:**

1. Draft Resolution.

---

**Budgeted Amount:** N/A

---

**Summary Statement:** Construction of this project is now complete with the irrigation audit and replacement of dead or dying trees. All terms of the Settlement Agreement with Bayley Construction have been met.

**Background/Justification:** In order to begin the legal process of project close out certifications from several state agencies a formal acceptance of the project is necessary. The attached Resolution accomplishes this part of the close-out process for the City.

**Financial Impact:** Not applicable.

**Recommended Motion:** “Move to adopt the Resolution declaring the Sammamish Commons project as complete.”



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

---

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,  
ACCEPTING THE “SAMMAMISH COMMONS PROJECT” AS  
COMPLETE**

WHEREAS, at the special City Council meeting on May 10, 2005, the City Council authorized the City Manager to enter into a contract with the lowest bidder, Bayley Construction, Inc., for construction of the Sammamish Commons Project; and

WHEREAS, the City Manager entered into a contract with Bayley Construction, Inc. on May 12, 2005; and

WHEREAS, the project was completed on May 1, 2008.

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

Section 1. Acceptance of the Sammamish Commons Project as complete. The City of Sammamish hereby accepts as complete the Sammamish Commons Project performed by Bayley Construction, Inc.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish 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 20th DAY OF MAY, 2008**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

---

Melonie Anderson, City Clerk

Approved as to form:

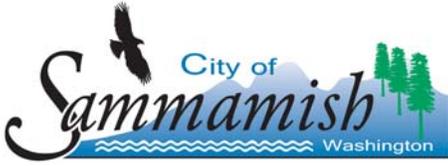
---

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 15, 2008

Passed by the City Council:

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



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Resolution to appoint members to the 2008-2009 Sammamish Youth Board.

**Meeting Date:** May 20, 2008

**Date Submitted:** May 13, 2008

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Action Required:**

Approve Resolution appointing the 2008-09 Youth Board members

**Exhibits:**

1. Resolution

---

**Budgeted Amount:**


---

**Summary Statement:**

As a goal of the City Council, the Sammamish Youth Board (SYB) has been developed to be a voice and give youth a chance to assist in the development of programs and services for youth and teens in the community.

Approximately 60 area youth applied for positions on the 2008-2009 Youth Board. All applications were reviewed and evaluated by staff and the seven-member leadership committee of the current youth board. These applications are available for review. The recommended youth board members provide a broad representation of Sammamish youth from both school districts and from private schools in the area.

**Background:**

Council has appointed the new SYB members each June for the upcoming school year.

**Financial Impact:**

Our Recreation Coordinator, Lynne Handlos, supervises the Sammamish Youth Board. The operational budget for the SYB is comprised of funds from the Recreation division, Youth Board fund-raising efforts, and program fees.

**Recommended Motion:**

Approve the resolution and appoint the recommended Sammamish youth and teens to the 2008-2009 Sammamish Youth Board.

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

---

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY  
OF SAMMAMISH, WASHINGTON APPOINTING  
MEMBERS TO THE SAMMAMISH YOUTH BOARD**

Whereas, The City of Sammamish, Washington recognizes that positive interaction with youth is important to the quality of life of a community, and is an important investment in the future of the city; and,

Whereas, the views of youth are important to the City of Sammamish and its citizens; and,

Whereas, in order to fully utilize the valuable resources available in the youth of the City and in order to best equip the City to be able to address problems, concerns and needs of the youth of the City, it is appropriate to establish a Youth Board for the City; and,

Whereas, the Sammamish Youth Board should consist of youth and teen residents of the City of Sammamish and should represent a broad interest of the youth of our city; and,

Whereas, the City Council adopted Resolution 2001-74 forming a Sammamish Youth Board that will consist of 30 to 40 members; and,

Whereas, Youth Board members and staff received and reviewed 50 applications from motivated and highly interested youth; and,

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 44 students to the 2008-2009 Sammamish Youth Board:

MaryAlice Peng	Beaver Lake MS	7
David Lingenbrink	Eastlake HS	10
Keri Rich	Eastlake HS	10
Max Sussman	Eastlake HS	11
Arjun Malhotra	Eastlake HS	10
Robin VanWageningen	Eastlake HS	11
James Browning	Eastlake HS	11
Joey Bosseler	Eastlake HS	11
Lauren Becherer	Eastlake HS	11
Michelle Holmes	Eastlake HS	11
Joshua Dillard	Eastlake HS	10

Andrea Gordon	Eastlake HS	10
Kathleen Cross	Eastlake HS	10
Alysha Greig	Eastlake HS	11
Joseph Schaffer	Eastlake HS	10
Christian McOmber	Eastlake HS	10
Lindsay Baumann	Eastlake HS	11
Anna Gee	Eastlake HS	10
Kylie Neale	Eastside Catholic	11
Stephanie Kim	ICS	11
Elise Gordon	IJH	8
Adam Hawkins	IJH	9
Rasan Cherala	IJH	9
Drama Estrada	IJH	9
Natalya Estrada	IJH	8
Sarah Wright	IJH	9
Margaret Penn	IJH	9
Akaash Nanda	IJH	8
Stephanie Chi	IJH	9
Tiffany Xu	PCFC	9
Alex Troyer	PCFC	9
Laine McNerney	PCFC	9
Jeremy Rodney	Rose Hill	9
Katrina Go	Skyline HS	11
Sean Wilson	Skyline HS	11
Vineet Rastogi	Skyline HS	10
Holly Knowles	Skyline HS	11
Lauren Lieu	Skyline HS	11
Lesley Peng	Skyline HS	11
Teresa Lin	Skyline HS	10
Andrea Nishi	Skyline HS	11
Jenna Kovalsky	Skyline HS	11
McCall Ward	Skyline HS	10
Lummy Lin	Skyline HS	11

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

Section 1. Formation of a Sammamish Youth Board: The City Council hereby appoints the above members to the Sammamish Youth Board.

Section 2. Term: Under Resolution R2001-74 all members serve one-year terms beginning September 1. Members will be encouraged to reapply for multiple service terms.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

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

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

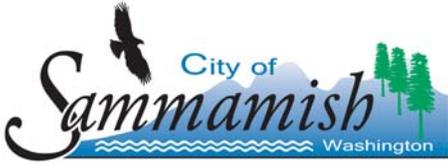
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: May 14, 2008  
Passed by the City Council:  
Resolution No.: R2008-\_\_\_\_





## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Resolution: Final Plat of Crofton (15-lot Subdivision)

**Meeting Date:** May 20, 2008

**Date Submitted:** May 15, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:**  
Motion to adopt resolution approving the subdivision

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

- Exhibits:**
1. Maps (Final Plat and Vicinity Map)
  2. Hearing Examiner Decision
  3. Matrix showing plat conditions and responses
  4. Draft Resolution

---

**Budgeted Amount:** N/A – Legislative Approval

---

**Summary Statement:**

*Description:*

The proposed plat of 15 single-family lots was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on June 07, 2004.

The subdivision application is vested to the City of Sammamish Municipal Code in effect at the time of application; the City of Sammamish Hearing Examiner approved the preliminary plat subject to conditions of approval. The City of Sammamish has reviewed and monitored the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements, which are nearing completion. Any items not completed at the time of final plat approval have been bonded.

The proposed development is located at 3016 224th Avenue SE in Sammamish and consists of one tax lot, 6795100800. There was one single family residence located on the property which was recently demolished. The parcel is zoned R-4 with a

comprehensive plan designation of R-4. The subject site is surrounded by single family residential zoning. The site is generally flat. There are no critical areas on the property.

*Performance Bond:*

The applicant has posted a bond for the installation of the remaining site improvements in the amount of \$118,623.60.

*Recreational Improvements and Landscaping Bond:*

The applicant has posted a bond for installation of recreational and site landscaping improvements in the amount of \$81,419.70. Park fees are collected at the time building permit issuance. A copy of the park in-lieu fee receipt totaling, \$52,718.35 was included at final plat.

*Transportation Mitigation Fees:*

The applicant has paid one hundred percent of the traffic mitigation impact fee in the amount of total amount of \$207,955.44 for expected traffic impacts to the citywide transportation system.

*School Mitigation Fees paid to the City of Sammamish:*

The applicant has paid fifty percent of the applicable Issaquah School impact fees, together with the current administration fee, in the amount of \$35,865.00. The balance of the school impact fees shall be paid at the time of building permit issuance.

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

*Background:*

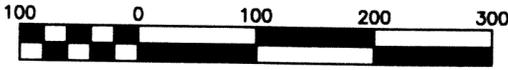
The city received a subdivision application, from Camwest Development, Inc on August 12, 2005. The application was accepted during the time the Central Puget Sound Growth Management Hearings Board sent notice that the city's development moratorium was "invalid" but before the growth allocation ordinance went into effect on August 15, 2005. The application was deemed complete as of August 12, 2005. The public comment period ran from October 4, 2005 through October 24, 2005. One citizen commented regarding increased traffic volumes and safety on the proposal during the comment period.

*Recommended Motion:*

Approve the 15-lot subdivision, and authorize the Mayor to sign the mylar for the final plat recording.

# CROFTON

SE 1/4, NE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



Scale 1" = 100'

**MERIDIAN**

PLAT OF WYNN ROSE, RECORDED IN VOLUME 223 OF PLATS, PAGES 33-37, AS CORRECTED IN VOLUME 224 OF PLATS, PAGES 51-52, RECORDS OF KING COUNTY, WASHINGTON.

**EQUIPMENT & PROCEDURES**

A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

**LEGEND**

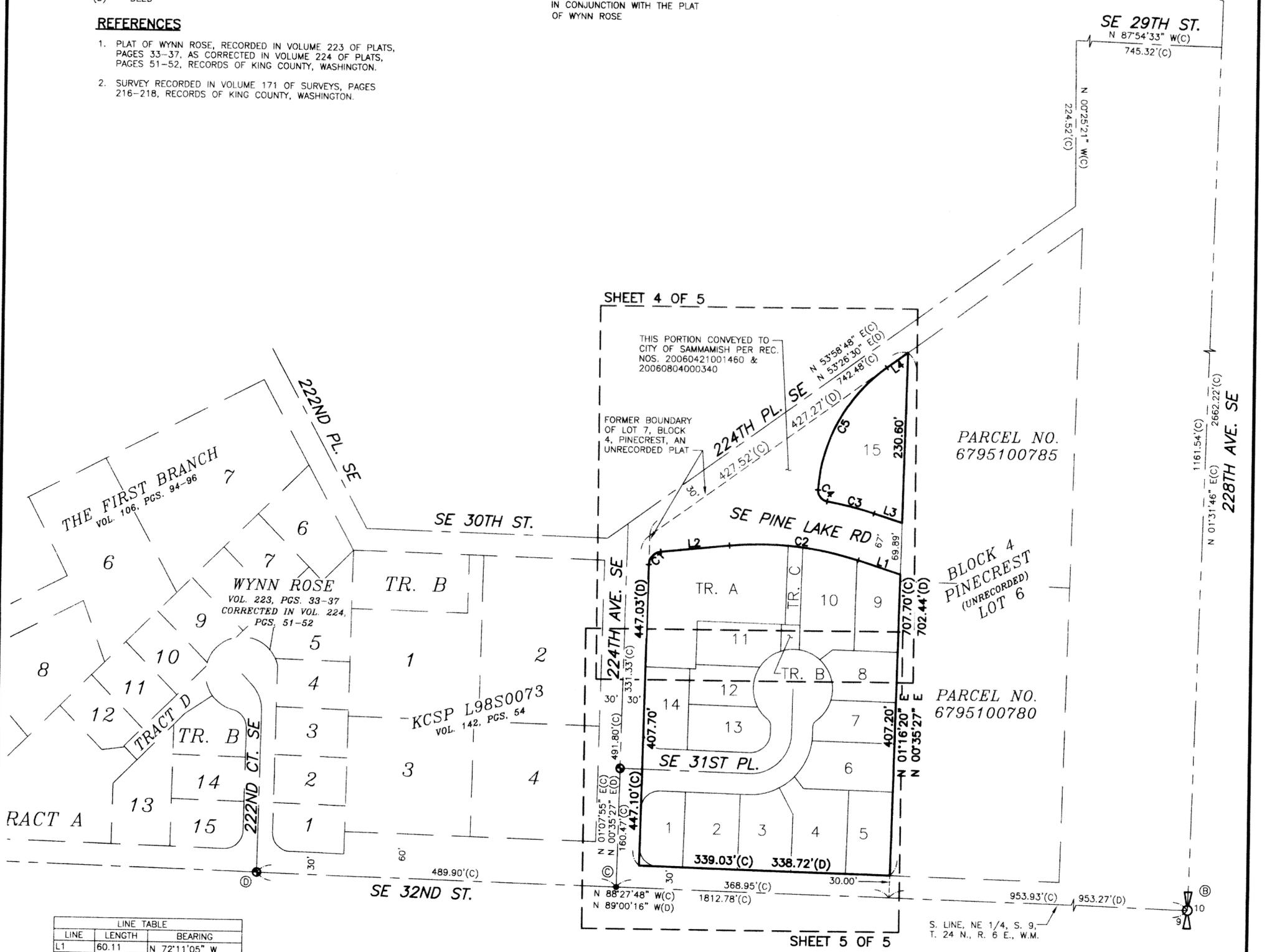
- SET 4"x4" CONCRETE MONUMENT WITH 1 1/2" DIA. 'X'D' BRASS DISC STAMPED '35145, IN CASE (UNLESS OTHERWISE NOTED.)
- (C) CALCULATED
- (D) DEED

**REFERENCES**

1. PLAT OF WYNN ROSE, RECORDED IN VOLUME 223 OF PLATS, PAGES 33-37, AS CORRECTED IN VOLUME 224 OF PLATS, PAGES 51-52, RECORDS OF KING COUNTY, WASHINGTON.
2. SURVEY RECORDED IN VOLUME 171 OF SURVEYS, PAGES 216-218, RECORDS OF KING COUNTY, WASHINGTON.

**FOUND CONTROL SCHEDULE**

- Ⓐ NE COR., S. 9, T. 24 N., R. 6 E., W.M. FOUND 4"x4" CONCRETE MONUMENT IN CASE (DWN. 0.3') WITH 1 1/2" DISC AND PUNCH MARK, STAMPED "PLS16914"
- Ⓑ E. 1/4 COR., S. 9, T. 24 N., R. 6 E., W.M. FOUND 4"x4" CONCRETE MONUMENT IN CASE (DWN. 0.5') WITH 1 1/2" DISC WITH CHISELED 'X'
- Ⓒ FOUND 1/2" REBAR WITH 'UNREADABLE CAP' (DWN. 0.6') S. 0.71 AND W. 0.14' OF CALCULATED POSITION
- Ⓓ SET 4"x4" CONCRETE MONUMENT IN CASE WITH 1 1/2" BRASS DISC WITH 'X' AND STAMP "35145" IN CONJUNCTION WITH THE PLAT OF WYNN ROSE



LINE	LENGTH	BEARING
L1	60.11	N 72°11'05" W
L2	93.14	N 84°09'57" E
L3	40.21	N 72°11'05" W
L4	34.89	N 53°58'48" E

CURVE	LENGTH	RADIUS	DELTA
C1	26.09	18.00	83°02'02"
C2	176.04	426.50	23°38'58"
C3	65.37	493.50	7°35'23"
C4	21.76	15.00	83°06'37"
C5	195.79	221.50	50°38'39"



JOB NO. 07187  
SHEET 3 OF 5

**Mead Gilman & Assoc.**  
Professional Land Surveyors  
P.O. BOX 289, WOODINVILLE, WA 98072  
PHONE: (425) 486-1252 FAX: (425) 486-6108

CITY OF SAMMAMISH FILE NO. \_\_\_\_\_

# Crofton (AKA Evergreen) Final Plat



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5/15/2008  
eGov Alliance Online Map service  
www.eCityGov.org

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

**CITY OF SAMMAMISH  
HEARING EXAMINER**

**Application of CamWest )  
Development Inc. )  
For Approval of the )  
Evergreen Preliminary Plat )**

**File No. 2005-00057  
FINDINGS OF FACT  
CONCLUSIONS OF LAW  
AND DECISION**

**DECISION**

The Evergreen Preliminary Plat is approved, subject to conditions.

**INTRODUCTION**

The application of CamWest Development, Inc. for approval of the Evergreen Preliminary Plat came on for hearing before Gordon F. Crandall, Hearing Examiner, on May 31, 2006 at 7:00 PM. The hearing was held at Eastside Fire and Rescue Station #83, after public notice. Emily Arteche, Senior Planner presented the City's staff report. Sara Slatten, of CamWest Development, Inc., represented CamWest. Also present was Marsha Martin, legal counsel to CamWest. No one from the general public attended the hearing. One letter was received from William N. and Lorna M. Taylor expressing concern for two intersections with 228<sup>th</sup> Avenue SE which they say are operating below acceptable standards for wait time. They urged that no new lots be approved in the vicinity until these conditions are corrected.

Testifying under oath were:

Emily Arteche	Senior Planner, City of Sammamish
Sara Slatten	CamWest Development, Inc.

The following exhibits were offered and admitted;

Exhibit 1	Letter, William N. and Lorna M. Taylor to City, undated
Exhibit 2	Notice of Neighborhood Meeting
Exhibit 3	Settlement Agreement, City, CamWest, and Evergreen Christian Fellowship
Exhibit 4	City Staff Report
Exhibit 5	Affidavit of Mailing
Exhibit 6	Traffic Impact Analysis
Exhibit 7	Certificate of Concurrency
Exhibit 8	Environmental Checklist
Exhibit 9	Determination of Nonsignificance (DNS)
Exhibit 10	Notice of Recommendation
Exhibit 11	Area Map (Photo)

The hearing adjourned at about 7:30 PM.

### FINDINGS OF FACT

1. CamWest Development, Inc. (Applicant) proposes to develop a 4.5 acre tract at 3016 224<sup>th</sup> Avenue SE with 15 single family residential lots. All lots except one will be accessed from an interior street leading to 224<sup>th</sup> Avenue SE. A site map is attached as Attachment A.
2. The City is in the process of developing a new extension of SE 30<sup>th</sup> Street to the west of 228th Avenue SE .The City filed an action to condemn a portion of the subject property. At the time, Evergreen Christian Fellowship (Evergreen), the owner of the property, had agreed to sell the site to CamWest. On February 28, 2006, the three parties executed a settlement agreement whereby it was agreed that:

The City would pay \$300,000 to Evergreen;

City staff agreed to support a waiver of on-site recreation space upon payment of an in-lieu fee;

City would allow stormwater from lot 15 to be delivered to the City's stormwater system. Stormwater from the rest of the site would be routed to an onsite detention and water quality system, and then to the City's system;

A pedestrian street crossing to facilitate access from the site to Pine Lake Park would be considered by the City;

The City and CamWest would work together in a cooperative manner to integrate the site with the new roadway in a reasonable manner.

3. Applicant will make half-street frontage improvements on SE 32<sup>nd</sup> Street and 224<sup>th</sup> Avenue SE adjacent to the site, in accordance with PWS 15.110; Figure 01-05 for local roads. Curb, gutter and sidewalks are included. A soft-surface pedestrian trail will connect the cul de sac in the project with SE 30<sup>th</sup> St.
4. The site is zoned R-4. One residence now on the site will be removed. All surrounding properties are zoned and used for single family residences.
5. The code requires a minimum of 390 square feet of recreation space per lot, or 5,850 square feet. Applicant proposes to provide 853 square feet of recreation space and pay an in-lieu fee of \$10.55 per square foot for the balance, or \$52,718.35. Applicant seeks the Examiner's approval of this scheme.
6. Impact fees for schools and transportation will be paid when the plat is finally approved, and the rates then in force.

7. Water and sewer certificates have been obtained from the Sammamish Plateau Water and Sewer District. All other utilities, such as telephone and electricity are available to the site.
8. A determination of nonsignificance (DNS) was issued for the proposal on May 8, 2006. There was no appeal, and it became final on May 29, 2006.
9. A certificate of concurrency was issued for the proposal on September 26, 2005. This means that the City has tested the proposal and determined that transportation improvements or strategies needed to maintain the City's level of service standards for transportation are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six years. SMC 14.05.010
10. Any conclusion of law deemed to be a finding of fact is adopted as such.

### CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

4. The staff report analyzes the foregoing decision criteria and recommends approval of the application, subject to conditions. The Examiner concurs. The application complies with the subdivision statute, the general conditions of acceptability and the development code. One of the conditions is the requirement that Applicant pay a Road Impact fee of \$106,917.72 which will be available to the City to improve transportation facilities in the City, including the two intersections mentioned by William and Lorna Taylor. (Exhibit 1) Applicant's certificate of concurrency is contingent upon timely payment of this amount prior to issuance of the final plat.
5. Any finding of fact deemed to be a conclusion of law is adopted as such.

### DECISION

The Evergreen Preliminary Plat is approved, subject to the conditions in Attachment B.

DONE this 6<sup>th</sup> day of June, 2006



Gordon F. Crandall  
Hearing Examiner

### **RECONSIDERATION**

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

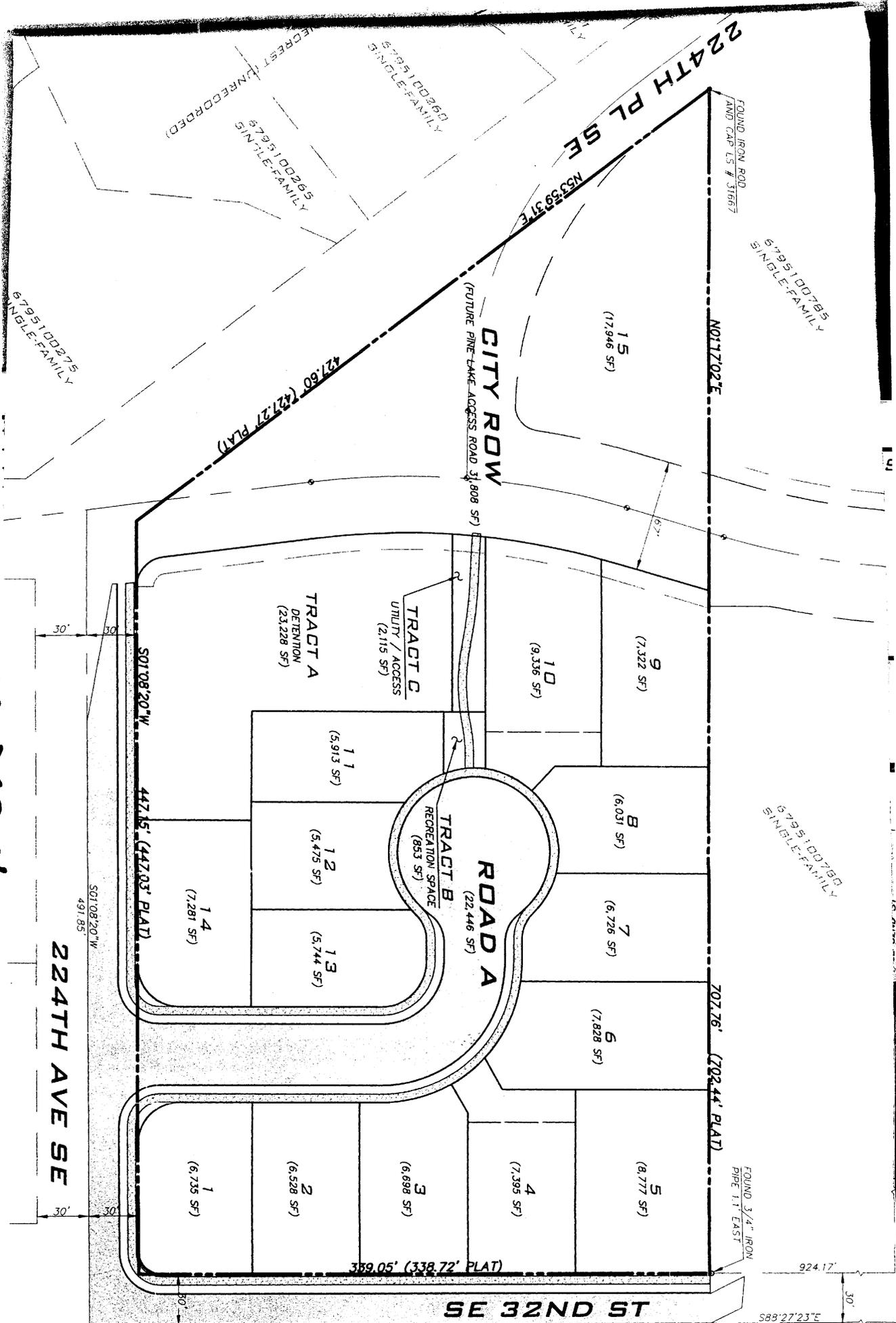
1. The action was based in whole or in part on erroneous facts or information;
2. The action when taken failed to comply with existing laws or regulations applicable thereto;
3. An error of procedure occurred which prevented consideration of the interests of persons directly affected by the action.

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

### **NOTICE OF RIGHT OF APPEAL OF EXAMINER'S DECISION**

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

EVERGREEN PROPERTY



Evergreen Subdivision PLN2005-00057  
Recommended Conditions:

Public Works

1. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat.
2. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans shall show, at a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control.
3. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.
4. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-05 for a Local Road are required along SE 32nd St.
5. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-05 for a Local Road are required along 224th Ave SE.
6. All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05.
7. All cul-de-sacs should be designed per Interim PWS.15.120, Figure 01-06, and Figure 02-33.
8. Driveway access for Lot 15 shall be from 224th PI SE and in accordance to PWS.15.170. The driveway shall be designed to allow vehicles entering 224th PI SE to face traffic (for example, provide a circular driveway or a hammerhead turn-around).
9. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan.

10. Detention facilities for the project shall be provided using the Level 3 Flow Control Menu as specified by the 1998 King County Surface Water Design Manual.
11. Water quality facilities for the project shall be provided using the Sensitive Lake Water Quality Menu Plus (80% phosphorus removal) as specified by the 1998 King County Surface Water Design Manual.
12. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.
13. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.
14. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards.
15. All new utility installation serving the subdivision within plat or along frontage shall be underground.
16. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.
17. Street trees shall be provided per City of Sammamish Interim PWS.15.520.
18. Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.
19. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County.

20. The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance Nos. 2004-139 and 2004-140, which contains provisions for payment of Road Impact Fees. At the time of Preliminary Plat approval, a deposit amount shall be equal to fifty percent (50%) of the rates in effect at that time for Impact Fees, less a credit for any previous deposits paid. At the time of Engineering Plan Approval, a deposit amount shall be equal to seventy five percent (75%) of the rates in effect at that time for Impact Fees, less a credit for any previous deposits paid. At the time a Final Plat, Site is approved, the applicant shall make a payment equal to 100% of the rates in effect at that time for Road Impact Fees, less a credit for any previous deposits paid.
21. Public Works and Community Development approval of the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any on-site construction.

### General

22. Per RCW 58.17.170 the applicant shall comply with all county, state, and federal rules and regulations in effect on the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;
23. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
24. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;
25. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans;
26. Prior to final plat approval fifty percent (50%) of the Issaquah School District impact fees due for the plat shall be assessed and collected at the time of final approval plus a the appropriate administrative fee of \$60.00. The balance of the assessed fee together with current administration fee per lot shall be collected at building permit issuance on the lots;
27. Prior to final plat approval 100% percent (100%) of the City's park in-lieu of fee, \$52,718.35 for the plat shall be collected;

28. A complete application for final plat shall be filed within 60 months of the final decision by the hearing examiner on the preliminary plat or the preliminary approval shall expire pursuant to SMC, 19.40.040;
29. Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid based on current rates at the time of building permit issuance, for each new residential dwelling unit;
30. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;
31. The Fire Marshall shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;
32. Fire hydrant shall have a 5 inch stortz fitting adapter installed;
33. Structures over 5000 square feet as defined per city ordinance shall have fire sprinklers installed and a fire permit is required;
34. The cul-de-sac shall be a minimum of 96 feet across;
35. The applicant shall dedicate a tree retention easement on all present and future owners and occupiers of lots 5, 6, 7, 8, 9 and 15 to leave undisturbed all trees within the easement;
36. The applicant shall permanently mark the tree retention boundaries with fencing and signage to the satisfaction of the City of Sammamish prior to any clearing, grading, building construction or other development activity on lots subject to the easement;
37. The applicant shall apply tree protection standards per SMC 21A.35.230.

#### On the Face of the Plat

38. The following note shall be shown on the final recorded plat, "fifty percent (50%) of the Issaquah School District impact fees due along with a \$60.00 per lot administrative fee for the plat shall be assessed and collected at the time of building permit issuance on the lots";
39. The following note shall be shown on the final recorded plat, "Lot 15 is to contain a circular driveway, hammerhead turn-around, or City approved alternative to allow vehicles entering 224th PI SE to face traffic."
40. The following note shall be shown on the final recorded plat, "Metal products such as galvanized steel, copper, or zinc shall not be used in building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."

41. The following note shall be shown on the final recorded plat: "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.
42. The following note shall be shown on the final recorded plat" Structures over 5000 square feet as defined per city ordinance shall have fire sprinklers installed and a fire permit is required;
43. The following note shall be shown on the final recorded plat, "Tracts A, Detention Facility, Tract B, Recreation Space and Tract C Utility Access as well as soft surface trail shall be maintained by the Home Owners Association";
44. The following shall be shown on the final plat "a soft surface trail public trail easement" in Tract C.
45. The following note shall be shown on the final plat; "Lots 5, 6, 7, 8, 9 and 15 are subject to a "tree retention easement. All trees within the easement may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the City of Sammamish, unless otherwise provided by law."



04/08/08

CONDITION	APPLICANT RESPONSE	STAFF COMMENTS
1. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat.	All site improvements were approved under clear and grade permit BLD2006-00781. Approved road and storm drainage plans are on file with the City and all construction have been carried out under the provisions of those plans, or approved revisions.	Complied. Improvements were completed for final plat on 4/24/08.
2. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans shall show, at a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control.	TESC plans were approved under clear and grade permit BLD2006-00781. Approved TESC plans are on file with the City and all construction has been carried out under the provisions of those plans, or approved revisions.	Complied. Improvements were completed for final plat on 4/24/08.
3. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.	All approved plans include the Standard Plan Notes & ESC Notes that were current at the time of approval.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
4. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-05 for a local road are required along SE 32nd ST.	Road improvements to SE 32nd ST. were designed as part of this plat and have been installed per the approved plans.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
5. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-05 for a local road are required along 224th Ave SE.	Road improvements to 224th Ave SE. were designed as part of this plat and have been installed per the approved plans.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
6. All internal roads should be improved as a local public road meeting all requirements of interim PWS Table 1 and Figure 01-06.	All internal road improvements have been constructed per the approved road and storm drainage plans.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
7. All cul-de-sacs should be designed per interim PWS.15.120, Figure 01-06, and Figure 02-33.	The cul-de-sac is designed in accordance with City of Sammamish design standards as shown on the approved plans.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
8. Driveway access for Lot 15 shall be from 224th Pl. SE and in accordance to PWS.15.170. The driveway shall be designed to allow vehicles entering 224th Pl. SE to face traffic.	The driveway will be constructed and approved at building permit issuance in accordance with this plat condition.	This is included as General Note #2 on Sheet 2 of 5 of the Final Plat Map.
9. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comp. Plan	All plans and reports were prepared in compliance with the KCSWDM 1998 and the City of Sammamish Stormwater Management Comp. Plan and have been approved in conjunction with BLD2006-00781.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
10. Detention facilities for the project shall be provided using the level 3 flow control menu as specified by the 1998 King County Surface Water Design Manual.	The detention pond has been designed to provide Level 3 Flow Control in accordance with the 1998 King County Surface Water Design Manual.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
11. Water quality facilities for the project shall be provided using the Sensitive Lake Water Quality Menu plus (80% phosphorus removal) as specified by the 1998 King County Surface Water Design Manual.	The water quality facility has been designed to meet the Sensitive Lake Water Quality Menu requirements in accordance with the 1998 King County Surface Water Design Manual.	Complied. Plans were approved under clear and grade permit BLD2006-00781.
12. Any surface water management facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.	The surface water management facilities have been contained within a separate tract of land and will be dedicated to the City of Sammamish upon recording of the final plat.	Complied. Plans were approved under clear and grade permit BLD2006-00781. General Note #8 on Sheet 2 dedicates surface water management facilities to the City of Sammamish.
13. As specified in section 5.1 of the KCSWDM, storm water from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.	The roof drain system has been approved by City of Sammamish staff and has been installed in accordance with the approved design. A note regarding the roof drains can be found on Sheet 2, Note 1 on the face of the final plat.	Complied. Improvements were completed for final plat on 4/24/08. General Note #1 on Sheet 2 addresses the requirements for connection from roof drains to the storm system.
14. All new street construction of the plat shall include illumination per Article 5 of the City of Sammamish interim Public Works Standards.	Street lighting has been approved by City staff and shall be installed in accordance with the approved drawings.	Required street lighting is in place.

Exhibit 3

Crofton (aka Evergreen) Final Plat Compliance Matrix - File No. 2005-00057

04/08/08

<p>15. All new utility installation serving the subdivision with the plat or along the plat frontage shall be underground.</p>	<p>All new utilities along the frontage and within the plat have been installed underground and appropriate easements have been provided on the face of the final plat.</p>	<p>Complied. Improvements were completed for final plat on 4/24/08. General Note #10 on Sheet 2 addresses utility easements.</p>
<p>16. All utilities with proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording</p>	<p>All utilities with the right of way are within a franchise agreement.</p>	<p>Complied. Verizon, AT&amp;T cable TV, Puget Sound Energy, Sammamish Plateau Water and Sewer District, and their respective successors and assign are within a franchise agreement approved by the City Council.</p>
<p>17. Street trees shall be provided per City of Sammamish Interim PWS.15.520.</p>	<p>Street trees shall be installed in accordance with the approved landscape plans. If not installed prior to final plat bonding for the installation will be provided.</p>	<p>Installed per Public Works Inspector.</p>
<p>18. Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.</p>	<p>Maintenance of the planter strips will be the responsibility of the HOA or abutting property owner and will be stated in the Conditions, Covenants and Restrictions that will be recorded for the plat. Note 5 on Sheet 2 of the plat specifically addresses this issue.</p>	<p>Complied. General Note #5 on Sheet 2 gives maintenance responsibility of planter strips to the Homeowners in entirety.</p>
<p>19. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County,</p>	<p>An HOA will be established with the Secretary of State and the CC &amp; R's shall be recorded with King County. A copy of the CCR's have been provided to the City for review.</p>	<p>A copy of the CC&amp;R's have been provided and will be recorded along with the plat.</p>
<p>20. The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance Nos. 2004-139 and 2004-140, which contains provisions for payment of Road Impact Fees.</p>	<p>All road impact fees have been paid.</p>	<p>Complied. A copy of the road impact fees receipt was submitted.</p>
<p>21. Public Works and Community Development Approval of the applicants final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any on-site construction.</p>	<p>Clearing and grading permit BLD2006-00781 was approved by the City of Sammamish and all construction has commenced in accordance with that approval.</p>	<p>Complied. Plans were approved under clear and grade permit BLD2006-00781. Construction commenced in accordance with that approval.</p>
<p>22. Per RCW 58.17.170 the applicant shall comply with all county, state and federal rules and regulations in effect on the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.</p>	<p>No such changes in conditions have occurred.</p>	<p>Agreed.</p>
<p>23. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective and all applicable permits are received.</p>	<p>All construction work was initiated after the preliminary plat decision became effective.</p>	<p>Complied. Clear and Grade permit BLD2006-00781 was issued after the preliminary plat decision. Construction activity was not initiated before this decision was received.</p>
<p>24. Approval of a preliminary plat does not imply or guarantee approval of any building permits, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations</p>	<p>Noted.</p>	<p>Response accepted. Construction proceeded in accordance with issuance of clear and grade permit BLD2006-00781.</p>
<p>25. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans</p>	<p>Any required land use development standards shall be included with the building permit applications.</p>	<p>Complied. Land Use development standards were included in Plans approved under clear and grade permit BLD2006-00781.</p>
<p>26. Prior to final plat approval fifty percent of the Issaquah School District impact fees due for the plat shall be assessed and collected at the time of final approval plus the appropriate admin fee of \$60.00. The balance of the assessed fee together with the current admin fee per lot shall be collected at building permit issuance on the lots.</p>	<p>Fifty percent of the Issaquah School District impact fees have been paid along with the associated admin fee. A note referencing the payment of the remainder can be found in Note 3 on Sheet 2 of the final plat.</p>	<p>Complied. A copy of the receipt was submitted at final plat. Impact fees were collected and paid at 5115.00 per a lot for 14 lots as there was one existing single family residential unit on the property..</p>
<p>27. Prior to final plat approval 100% of the City's park in-lieu of fee, \$52,718.35 for the plat shall be collected.</p>	<p>The park fee has been paid.</p>	<p>Complied. Park fees are collected at the time building permit issuance. A copy of the park in-lieu fee receipt totaling, \$52,718.35 was included at final plat.</p>

## Exhibit 3

## Crofton (aka Evergreen) Final Plat Compliance Matrix - File No. 2005-00057

04/08/08

28. A complete application for final plat shall be filed within 60 months of the final decision by the hearing examiner on the preliminary plat or the preliminary approval shall expire pursuant to SMC, 10.40.040.	Preliminary plat approval was granted on June 6 2006 and expires on June 6, 2011. It is anticipated that the final plat will be recorded by April/May 2008.	A complete application for final plat was submitted on October 24, 2007
29. Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid based on current rates at the time of building permit issuance, for each new residential dwelling unit.	A note referencing this charge can be found as Note 4 on Sheet 2 of the final plat.	A note is located on the face of the plat and the fee will be collected at the time of building permit issuance.
30. Recreational improvements shall be installed or a performance bond for the recreational space improvements shall be posted prior to recording the final plat	A bond will be provided for any recreational improvements not in place prior to final plat approval.	A bond for recreational, landscaping, including a split rail fence and tree replanting has been collected in the amount of \$81,419.70.
31. The Fire Marshall shall certify the adequacy of the fire hydrants, water mains, and fire flow to meet current codes prior to final plat approval	Per email from Tim Pilling this condition is out of date.	Sammamish Plateau Water and Sewer District now certifies the accuracy of these items and the city received a letter a health letter to record plat on May 12, 2008
32. Fire hydrants shall have a 5" stortz fitting adapter installed.	All fire hydrants have been fitted with a stortz adapter in accordance with the approved water plans.	Complied. The Sammamish Plateau Water and Sewer District has certified that the fire hydrants have 5-inch stortz fittings installed on them
33. Structures over 5000 square feet as defined per city ordinance shall have fire sprinklers installed and a fire permit is required.	Note 7 on Sheet 2 of the final plat addresses this condition.	Note 7 is located on sheet 2.
34. The cul-de-sac shall be a minimum of 96 feet across	The cul-de-sac has been constructed with a diameter of 96 feet (from curb to curb).	Complied.
35. The applicant shall dedicate a tree retention easement on all present and future owners and occupiers of lots 5 through 9 and 15 to leave undisturbed all trees within the easement.	Tree retention easements have been provided on all appropriate lots to ensure the retention of all remaining trees within the easement areas. Note 25 and 26 on Sheet 2 of the final plat and the Tree Easement Provisions address tree retention.	Notes 23 and 24 on sheet 2 identify the tree retention easement and restrictions.
36. The applicant shall permanently mark the tree retention boundaries with fencing and signage to the satisfaction of the City of Sammamish prior to any clearing, grading, building construction or other development activity on lots subject to the easement	Appropriate measures for marking the tree retention boundaries have been provided during site construction. Permanent tree tags and easement restrictions will provide long-term tree protection.	Complied. Appropriate measures for marking the tree retention boundaries were provided during site construction. The applicant has labeled all trees within the tree retention easement identified on sheets 4 and 5. A split rail fence will be installed on lot 15, thus providing long term protection.
37. The applicant shall apply tree protection standards per SMC 21A.35.230	All tree protection standards outlined in SMC 21A.35.230 have been provided for during construction of site improvements and will continue to be provided as set forth in long-term protection methods. Notes regarding the tree easement areas and specific restrictions can be found on the face of the plat	The applicant has labeled all trees within the tree retention easement and a split rail fence will be installed on lot 15, thus providing long term protection.
38. The following note shall be shown on the final recorded plat, "fifty percent (50%) of the Issaquah School District impact fees due along with a \$60.00 per lot administrative fee for the plat shall be assessed and collected at the time of building permit issuance on the lots".	This note has been shown on the face of the final plat, Note 3 on Sheet 2.	Note 3 on sheet 2 identifies this condition.
39. The following note shall be shown on the final recorded plat, " Lot 15 is to contain a circular driveway, hammerhead turn-around, or City approved alternative to allow vehicles entering 224PI SE to face traffic"	This note has been shown on the face of the final plat, Note 2 on Sheet 2.	Note 2 is located on sheet 2.
40. The following note shall be shown on the final recorded plat, "metal products such as galvanized steel, copper, or zinc shall not be used in building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."	This note has been shown on the face of the final plat, Note 6 on Sheet 2.	Note 6 is located on sheet 2.

Exhibit 3

Crofton (aka Evergreen) Final Plat Compliance Matrix - File No. 2005-00057

04/08/08

<p>41. The following note shall be shown on the final recorded plat: "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawings on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. for those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the city of Sammamish.</p>	<p>This note has been shown on the face of the final plat, Note 1 on Sheet 2.</p>	<p>Note 1 is located on sheet 2.</p>
<p>42. The following note shall be shown on the final recorded plat "Structures over 5000 square feet as defined per city ordinance shall have fire sprinklers installed and a fire permit is required.</p>	<p>This note has been shown on the face of the final plat, Note 7 on Sheet 2.</p>	<p>Note 7 is located on sheet 2.</p>
<p>43. The following note shall be shown on the final recorded plat, "Tracts A, Detention Facility, Tract B, Recreation Space and Tract C Utility Access as well as soft surface trail shall be maintained by the Home Owners Association</p>	<p>This note has been shown on the face of the final plat, Note 27 on Sheet 2.</p>	<p>Note 26 located on sheet 2 identifies this condition.</p>
<p>44. The following shall be shown on the final plat" a soft surface trail public trail easement" in Tract C.</p>	<p>This note has been shown on the face of the final plat, this is included in Note 14 on Sheet 2.</p>	<p>Note 14 is located on sheet 2.</p>
<p>45. The following note shall be shown on the final plat "Lots 5, 6, 7, 8, 9. and 15 are subject to a tree retention easement. All trees within the easement may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the City of Sammamish, unless otherwise provided by law"</p>	<p>This note has been shown on the face of the final plat, Note 15 on Sheet 2.</p>	<p>Note 15 is located on sheet 2.</p>

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2008-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO  
THE PLAT OF CROFTON, AKA EVERGREEN  
SUBDIVISION**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Crofton; and

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

WHEREAS, the City Council desires to grant final approval to the plat of Crofton subdivision;

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

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

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision June 6<sup>th</sup>, 2006 for the preliminary plat of Crofton.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of Crofton.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 20TH DAY OF MAY 2008.**

CITY OF SAMMAMISH

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

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: May 15, 2008  
Passed by the City Council:  
Resolution No.:



## CITY COUNCIL AGENDA BILL

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**Subject:**

Bid Award: Portable Performance Stage Purchase

**Meeting Date:** May 20, 2008

**Date Submitted:** May 13, 2008

**Originating Department:** Parks and Recreation

**Clearances:**

**Action Required:**

Authorize the City Manager to award the bid to the lowest responsible bidder for the purchase of a portable performance stage.

**City Manager**                       **Police**

**Public Works**                               **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

1. Portable Stage Specifications

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**Budgeted Amount:** \$85,000 included in the 2007-08 Amended Budget for the purchase of a portable performance stage. Authorization request is for up to \$95,000.

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**Summary Statement:**

In November 2007, the City Council discussed the option of purchasing a portable performance stage for use at City special events. After analyzing the long-term costs of renting versus buying, it was recommended that funding for the purchase of a portable performance stage be included in the Amended 2007-08 budget.

A Request for Bids for the purchase of a portable performance stage was initially issued in February and three companies responded. Bids were opened on March 7, 2008. After review staff determined that none of the bidders met the minimum size requirements for the stage and the bids were rejected.

A second request for bids was issued in late April and bids are due on Wednesday, May 14 at 3:00 pm. Bid review and evaluation may not be complete in advance of the May 20, 2008 City Council meeting, therefore council are asked to authorize the City Manager

to award the bid to the lowest responsible bidder to ensure delivery of the portable performance stage in time for the 4<sup>th</sup> on the Plateau Celebration. The delivery timeline for most portable stage manufacturers is approximately 30 days.

The specifications for the performance stage are attached. In advance of the bid opening, staff is recommending purchase of the base model only. Additional purchase options identified in the specifications include stage extensions (to increase the overall size of the stage platform) and an ADA ramp to access the stage. The options will be reviewed upon bid opening to determine if acquisition of the additional equipment is appropriate at this time. If the optional equipment is not included in the initial purchase, it may be considered in the future.

**Background:**

- November 13, 2007 – City Council reviewed performance stage options (rent vs. buy).
- February 12, 2008 – Request for Bids Issued
- April 1, 2008 – All Bid Rejected
- April 23, 2008 – Second Request for Bids Issued
- May 14, 2008 – Bids Due

**Financial Impact:**

\$85,000 is allocated in the Amended 2007-08 Budget for the purchase of a portable performance stage. The requested authorization is for up to \$95,000 to accommodate additional options (see specifications) if deemed appropriate for acquisition at this time. The additional costs will be absorbed within the current Parks and Recreation Department budget.

**Recommended Motion:**

Authorize the City Manager to award the bid to the lowest responsible bidder for the purchase of a portable performance stage.

**CITY OF SAMMAMISH**  
**MOBILE STAGE FOR SPECIAL EVENTS**

**SCOPE:**

The intent and purpose of this Invitation for Bids is to obtain competitive bids and award a contract for purchase of a 24' x 14' mobile stage for the City of Sammamish. This mobile stage is to include standard stairs with hand rail, backdrop, skirting, professional lights, 12' equipment ramp, two 4'X4' stage extensions, two sidewalls, two light cases, guardrails etc.

The bid price shall remain firm for a period of 3 months from the signed date on the bid form.

The following specifications are based on a Marshall Austin Productions MAP24D mobile stage. This is an illustration of the product type, features and quality of mobile stage sought by the City. Other products that meet or exceed these specifications will also be considered.

**REQUIREMENTS:**

Bidders are required to check the space indicating a "Comply" or "Does not Comply" in the space provided to indicate that their proposed product meets or exceeds the required specifications. If the space indicated a "Does Not Comply" answer then the Bidder shall provide on a separate attached sheet, details describing how their product will meet or exceed the specifications.

**MOBILE STAGE SPECIFICATIONS**

**Towing Dimensions**

Overall length (including hitch)	28 feet 7 inches
Stage length	24 feet
Stage width	8 feet 5.5 inches
Overall height	9 feet 5.5 inches

"COMPLY" \_\_\_\_\_ "DOES NOT COMPLY" \_\_\_\_\_

**Performance Dimensions**

Stage floor	24 ft. X 16 ft.
Stage height (from ground)	44 inches

"COMPLY" \_\_\_\_\_ "DOES NOT COMPLY" \_\_\_\_\_

**Maximum Front Canopy**

Height from floor	12 feet 6 inches
-------------------	------------------

"COMPLY" \_\_\_\_\_ "DOES NOT COMPLY" \_\_\_\_\_

**Maximum Rear Canopy**

Height from floor	9 feet 6 inches
-------------------	-----------------

"COMPLY" \_\_\_\_\_ "DOES NOT COMPLY" \_\_\_\_\_

**Weight**

Gross vehicle weight	4,240 lbs.
Hitch tongue load (empty)	350 lbs

"COMPLY" \_\_\_\_\_ "DOES NOT COMPLY" \_\_\_\_\_

Exhibit 1

**Allowable Loads**

Stage floor load 100 psf

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Tent Top Loading**

Single side loaded 1,640 lbs.  
Both sides loaded 2,800 lbs.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Wind Speed**

Wind speed 50 – 60 mph  
Maximum uplift on roof 13 psf

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Coupler**

2 inch 5,000 pound capacity ball type coupler. The stage is equipped with two 10,000-pound safety chains and an electric brake breakaway switch with battery. A 5000-pound crank adjustable jack is mounted on a swivel mount on the tongue. Tongue length is approximately four feet. The tongue is also swivel mounted and removable.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Leveling and Support Jacks**

Ten each 7,000 pound maximum lift capacity, crank adjustable, drop leg, stabilizer jacks are attached to self-positioning support trusses. The chassis footprint when deployed is 15 ft. x 22 ft. Each jack has a 4 in. x 10 in. foot to minimize impact on grassy areas. Each jack is independently adjustable to accommodate uneven terrain. Four level indicators are provided.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Suspension, Tires**

A 7000-pound tandem axle heavy-duty steel independent torsion suspension is provided. Equipped with four-wheel electric brakes and four- highway rated tubeless tires, ST205/75/R15. A full size spare tire meeting the same specifications mounted on a wheel is to also be included. The stage can be towed with an SUV or half-ton pickup truck. Two- aluminum attached keyed equipment compartments with attached splash- guards serve as fenders.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Stage Floor**

The stage floor is constructed from Simpson Skid Guard, a three-quarter inch marine grade plywood, a weather and chemical resistant fiberglass clad decking designed for use as stage flooring. The flooring has a waffle-weave, textured overlay face for skid resistance – meets or exceeds US Product Standard PS 1-83 and bears the exterior grade-trademark of the American Plywood Association Floor capacity is 100 lbs/ft.

The surface is exceptionally slip resistant when wet. The color is neutral flat black, ideal for lighting the performers, not the stage. The floor is fastened on 12 in. centers to each supporting member. The floor perimeter is constructed of an integrated aluminum-mounting track designed to accommodate stairs, ramp, skirting and stage extensions.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

Exhibit 1

**Stage Floor Support**

See leveling and support jacks. The stage floor is supported by the ten main stabilizer jacks located directly under the outermost edge of the front and rear stage floor panels.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Roof, Canopy and Frame**

The canopy folds manually and is raised manually via a single crank to cover the entire main floor plus an additional one-foot front and one-foot rear. This extra canopy coverage allows all lighting to be covered by the canopy roof. The canopy cover is constructed of a fire retardant, water repellent fabric which is aesthetically pleasing and enhances acoustics. All stages come with a 6061 aluminum-grade frame.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Canopy Lift Mechanism**

The canopy lift mechanism is manual and **does not** require outside or onboard power to be deployed. The single-winch mechanism, which allows the canopy to rise to a ten-degree slope front to back, to assist in shedding water and to present a pleasing performance area. Spring-loaded locking pin mechanism provided to lock the wing panels once raised.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Canopy Truss Structure**

The aluminum canopy truss structure and support columns are engineered and load rated for wind, lighting and stage equipment. The structure is rated at a maximum load of 1400 lbs. evenly distributed along the front edge and an additional 1400 lbs evenly distributed along the back edge.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**12v DC Electrical System**

The stage is equipped with a connector cable for attaching to the tow vehicle. All 12v wiring on the stage is enclosed in sealed junction boxes rigid conduit and flexible conduit. The 12v wiring and lighting on the stage meets or exceeds D.O.T. regulations for this type of vehicle.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**110v/60 Hz Electrical System**

The stage is equipped with a 125-amp 220/110v load center with eight independent circuits. A 50-amp standard twist lock connection is provided along with adapters to connect to a variety of other lower amperage sources. All wiring is enclosed in rigid metal conduit and weather resistant enclosures where possible. All wiring is of sufficient gage to match the circuit load rating of each circuit. Eight duplex receptacles are provided, four circuits for lighting on the canopy truss and two circuits for the rear stage floor. Eight floodlights in the canopy structure are provided for work lights and/or additional stage lighting.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Storage Compartments**

6.25 cubic ft. of key locked storage space attached over each wheel assembly, doubles as splashguard protection. All welded construction of .120 thick polished aluminum tread plate, full-length stainless steel hinge and stainless steel tee handle turn locks.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

Exhibit 1

**Stage Skirting**

FR rated, grommated, hemmed and velcroed in four-foot sections for a seamless look and ease of attachment to the stage perimeter channel.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**4 ft x 4 ft. All Weather Stage Extensions**

These lightweight extensions are constructed of three quarter inch marine grade flooring with aluminum edging (see stage floor). Two aluminum fold up legs permit fine and course height adjustment and utilize a spring-loaded bolt for ease of attachment anywhere along the perimeter channel or to other extensions. The extensions attach directly to the stage frame adding increased stability. The floor is of the same quality and standards as described above under, “stage floor.”

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Professional Lights**

This stage is to include six par 64 can lights with 500 watt bulbs.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Equipment Ramp**

12 foot equipment ramp to include skid resistant surface.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Training**

Training is to be provided on detailed setup, takedown and maintenance of this stage. If on site training is not available then please include information as to how training will be accomplished.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Warranty**

Bidders are to include any and all warranty information on their mobile stage and other products include their proposal.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_

**Certificate of Origin**

A Certificate of Origin (also known as an MSO), which lists the customer as the purchaser, is delivered with the trailer and is prepared by manufacturer of this trailer. The MSO allows the customer to have an original or an "A" title prepared by their respective state.

“COMPLY” \_\_\_\_\_ “DOES NOT COMPLY” \_\_\_\_\_



## CITY COUNCIL AGENDA BILL

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**Subject:**  
2008 Comprehensive Plan Amendment:  
Town Center Plan

**Meeting Date:** May 20, 2008

**Date Submitted:** May 14, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:**  
1<sup>st</sup> Reading and Public Hearing

**City Manager**                       **Police**

**Public Works**                       **Fire**

**Building/Planning**               **Attorney**

**Exhibits:**  
1. Adopting Ordinance  
2. Town Center plan (October 2007 Draft) on-file

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**Budgeted Amount:**

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**Summary Statement:**

Sammamish's 2008 Comprehensive Plan amendment includes adopting a Town Center Sub Area Plan. The October 2007 Draft Plan was prepared following the policy guidance in the April 2007 Preferred Alternative adopted by the City Council. The October 2007 version was reviewed by the Planning Commission and public comment and testimony has been considered by the Commission and City Council. The Council's review has

**Background:** The Town Center planning process was called for in the Comprehensive Plan to create a "new heart of the city." The Town Center Plan was reviewed by the Planning Commission whose recommendations were transmitted to City Council on February 19, 2008.

A Determination of Significance was issued on March 17, 2006. A Draft Environmental Impact Statement (EIS) was issued January 31, 2007 and evaluated the three alternatives and a no-action alternative. A Final EIS (issued October 2, 2007) evaluated potential

impacts of the proposed Town Center Plan based on the Preferred Alternative. The DEIS and FEIS were prepared consistent with SEPA.

**Note:** The City's 2008 Comprehensive Plan amendments include action on the Town Center sub-area plan in addition to the PAA and Kaschko amendments adopted by the Council on April 21, 2008. The public hearing for Town Center is scheduled for May 20<sup>th</sup>, 2008. Adoption for all components of the 2008 amendments have taken in account the cumulative impacts of all amendments and the effective date for all adopting ordinances have been coordinated consistent with state law.

**Financial Impact:** None.

**Recommended Motion:** 1<sup>st</sup> reading and public hearing. No action is required.

**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
**ORDINANCE NO. O2008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING  
THE CITY OF SAMMAMISH, COMPREHENSIVE PLAN LAND USE ELEMENT  
FIGURE III-2 FOR THE ADOPTION THE CITY'S TOWN CENTER PLAN**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, the Growth Management Act, RCW Chapter 36.70A, authorizes amendments or revisions of a comprehensive plan to be made annually; and

WHEREAS, the City is required to plan under the Growth Management Act, (GMA) goals (RCW 36.70A.020) to guide the development of the Comprehensive Plan and the adoption of development regulations; and

WHEREAS, the Comprehensive Plan, LUP 2.2 states that the City shall initiate a sub-area planning process for properties in the vicinity of 228<sup>th</sup> Avenue that may be affected by the Sammamish Commons; and this sub-area plan may include zoning changes or other recommendations to promote more compatible land uses and to minimize potential adverse impacts on adjoining properties; and

WHEREAS, the City completed the sub-area plan, known as the Town Center Plan as of June, 2008 which included recommendations for including land use designations; and

WHEREAS, to implement the Town Center Plan, the City Council desires to adopt it as part of the Comprehensive Plan, along with appropriate zoning and development regulations to implement the Town Center Plan; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Town Center Plan was sent to the State of Washington Department of Community, Trade and Economic Development on April 1, 2008 to allow for a 60 day review and comment period; and

WHEREAS, an environmental review of the proposed Town Center Plan has been conducted in accordance with the requirements of the State Environmental Policy Act (SEPA) consisting of a SEPA determination of significance which was issued on March 17, 2006, followed by an draft environmental impact statement issued on January 31, 2007, and a final environmental impact statement issued on October 2, 2007, and which were sent to state agencies and interested parties; and

WHEREAS, consistent with SMC 24.25.160, the public process for the proposed amendments has provided for early and continuous public participation opportunities; and

WHEREAS, the Planning Commission has considered the proposed amendments at Planning Commission public hearings on January 3, 2008 and January 10, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearings and voted to recommend adoption of the proposed amendments to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommendations; and

WHEREAS, the City Council desires to designate all areas within the Town Center planning area with land uses in accordance with the Town Center Plan; and

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed Comprehensive Plan amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

**Section 1. Amendments to the Comprehensive Plan Adopted.** The Sammamish Comprehensive is hereby amended to include the sub-area Town Center Plan set forth in Exhibit A to this ordinance, as amended by Council action as part of its adoption. The Town Center Plan shall be reprinted to incorporate all amendments and revisions directed by Council as part of adoption of this Ordinance, and a complete copy of the Town Center Plan as revised shall be kept on file with the Department of Community Development.

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF SAMMAMISH

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Mayor Lee Felling

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: May 14, 2008  
Public Hearing: May 20, 2008  
First Reading: May 20, 2008  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:





## CITY COUNCIL AGENDA BILL

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**Subject:**

Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the 244<sup>th</sup> Avenue Improvement Project.

**Meeting Date:** May 20, 2008

**Date Submitted:** May 13, 2008

**Originating Department:** Public Works

**Action Required:**

Hold Public Hearing, Take Testimony from the Public, Close Public Hearing and Conduct First Reading of Public Use and Necessity Ordinance.

**Clearances:**

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

**Exhibits:**

- 1) Ordinance No. 2008-\_\_\_, Declaring Public Use and Necessity for Land and Property to be Condemned as Required
- 2) Legal Description and Map for Parcel #342506-9050
- 3) Legal Description and Map for Parcel #062981-0540

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**Budgeted Amount:** Not applicable.

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**Summary Statement:**

This ordinance allows the City to use, if needed, the process of condemnation to acquire right-of-way and easements necessary for the construction of the 244<sup>th</sup> Avenue Improvement project. Adopting this ordinance does not mean the City will advance through the actual stages of condemnation of the properties listed in the ordinance.

The Public Works Department hopes to reach satisfactory settlements with all of the property owners involved as we continue negotiations already in progress with property owners from who we must acquire property from in order to complete this project. By having this ordinance in place, the City will be able to move forward with the project while providing more time for property owners to negotiate and to provide additional information, which

might result in a more favorable settlement for the property owner. Passing this ordinance also allows any given property owner, who feels that condemnation processes might produce a better result, the right to pursue that option. An additional benefit for the public in general, and, in particular, for property owners along the project site, is that passing this ordinance at this time will allow the City to take advantage of this year's construction season and, thereby, avoid costs and disruptions to the public which would occur by having to extend the construction of this stage of the project into next year.

**Background:**

Two properties are being proposed for possible inclusion in a process of condemnation. Portions of these two properties are needed to begin construction on the new bridge across the wetland and the roundabout on Main Street. The owners of these two parcels have met the City's offer with some resistance that could potentially delay construction of the project.

The first property is tax parcel 342506-9050 belonging to Mr. and Mrs. Alvendia, and is in the vicinity of the new bridge. Staff has met with Mr. Alvendia three times, and also shared several telephone conversations. Lane & Associates, the City's right-of-way consultant on this project, has met with Mr. Alvendia multiple times. The City redesigned his parcel's access to 244<sup>th</sup> Avenue at his request, as it was impacted by the construction. However, the owner now wishes to resolve development issues on his parcel (being heavily encumbered with wetlands and buffer) as part of the negotiations, but these considerations are separate from the scope of the City's project and a process of condemnation may be necessary in order to be able to proceed with project construction and may best serve all parties with time.

The second property is tax parcel 062981-0540, belonging to Manoj Gupta and Vinaya Vasant Kulkarni. Lane & Associates met with the owners once in their home, and has spoken with them four times. Their concern is that a large portion of their backyard is impacted by the right-of-way dedication for the Main Street roundabout. At the owner's request, the acquisition has been staked on their yard and the City has provided project documents and background. Thus far, the owners have declined to meet with City staff, and have not indicated their intentions regarding the City's offer.

In all, for construction of this project, the City is seeking portions of seventeen properties, and has acquired one and resolved a second, by making minor alterations to the plans and deleting the acquisition, satisfying all parties. Of the fifteen remaining owners, thirteen are actively engaging the City's offer to acquire property by obtaining professional review of the City's offer and appraisal, or otherwise negotiating minor points of the offer.

**Financial Impact:**

Costs incurred by the City Attorney's office for work related to preparing and filing the court action and trial costs as might be required should the city ultimately need to utilize the condemnation process to acquire the needed property and/or easements.

**Recommended Motion:**

The Mayor should open the public hearing, take testimony on the ordinance and then close the public hearing. Since this is the 1<sup>st</sup> reading of this ordinance, so action is required at this time by the Council.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. 02008-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, DECLARING PUBLIC USE AND  
NECESSITY FOR LAND AND PROPERTY TO BE  
CONDEMNED AS REQUIRED FOR 244<sup>th</sup> AVENUE  
IMPROVEMENTS PROJECT; AND AUTHORIZING  
PAYMENT THEREFORE FROM THE CITY'S  
TRANSPORTATION CAPITAL IMPROVEMENT  
PROGRAM FUND**

WHEREAS, the City Council has previously approved the preparation of the final contract plans for the 244<sup>th</sup> Avenue Improvement project; and

WHEREAS, the project consists of constructing the 244<sup>th</sup> Avenue Improvements, road widening and improvements, including bridge construction, to a minor arterial roadway; and

WHEREAS, land, properties and easements along the alignment for the proposed roadway must be acquired in order to provide the necessary right-of-way for construction of the project; and

WHEREAS, efforts are now on-going to acquire the properties necessary for this public use by negotiation and settlement agreement; and

WHEREAS, in the event that negotiated acquisition is not fully successful in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's Transportation Capital Improvement Program (CIP) fund (Fund 340); and

WHEREAS, the 244<sup>th</sup> Avenue Improvement Project is a priority project for the City and is the first project listed on the Six-Year Transportation Improvement Program (TIP); and

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

Section 1. Acquisition. Acquisition of the properties generally located on the drawing attached as Exhibit "A," and legally described on Exhibit "B," which are incorporated herein by this reference, is necessary for the public use of the City's transportation project for the **244<sup>th</sup> Avenue Improvement Project**.

Section 2. Authorization. The City Attorney is hereby authorized to commence

condemnation proceedings for the properties identified in Section 1, above, pursuant to law.

Section 3. Compensation. Compensation to be paid to the owners of the property identified in Section 1, above, and costs of litigation, shall be paid from the City's Transportation CIP fund (Fund 340).

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: May 14, 2008  
Public Hearing: May 20, 2008  
First Reading: May 20, 2008  
Passed by the City Council:  
Date of Publication:

**Exhibit A**  
**Right-of-Way Dedication**  
**Tax Parcel – 342506-9050**

That portion of the northeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in the City of Sammamish, King County, Washington, more particularly described as follows:

**Beginning** at the northeast corner of the said subdivision;  
Thence, along the east line of said subdivision, South  $01^{\circ}26'14''$  West 690.67 feet to the southeast corner of said subdivision;  
Thence, along the south line of said subdivision, North  $89^{\circ}04'41''$  West 30.86 feet;  
Thence North  $01^{\circ}23'09''$  East 136.67 feet to a tangent curve to the right having a radius of 502.00 feet;  
Thence northerly along the arc of said curve through a central angle of  $2^{\circ}16'18''$ , an arc distance of 19.90 feet to a reverse curve to the left having a radius of 595.00 feet;  
Thence northerly along the arc of said curve through a central angle of  $9^{\circ}21'17''$ , an arc distance of 97.15 feet;  
Thence, on a non-tangent bearing, North  $8^{\circ}45'56''$  West 60.32 feet to a non-tangent curve the right, the center point of which bears North  $81^{\circ}13'59''$  East 1030.50 feet;  
Thence northerly along the arc of said curve through a central angle of  $5^{\circ}49'49''$ , an arc distance of 104.86 feet;  
Thence, on a non-tangent bearing, North  $01^{\circ}26'13''$  East 273.37 feet to the north line of the said subdivision;  
Thence, along the north line of said subdivision, North  $89^{\circ}16'14''$  East 58.75 feet to the **Point of Beginning**.

Containing 31,848 Square feet or 0.731 Acres more or less.

**Exhibit A**  
**Permanent Easement**  
**Tax Parcel – 342506-9050**

**Permanent Easement**

That portion of the northeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in the City of Sammamish, King County, Washington, more particularly described as follows:

Commencing at the southeast corner of said subdivision;

Thence along the south line of said subdivision, North 89°04'41" West 30.86 feet;

Thence North 01°23'09" East 115.81 feet to the **Point of Beginning**;

Thence continuing North 01°23'09" East 20.86 feet to a tangent curve to the right having a radius of 502.00 feet;

Thence northerly along the arc of said curve through a central angle of 2°16'18", an arc distance of 19.90 feet to a reverse curve to the left having a radius of 595.00 feet;

Thence northerly along the arc of said curve through a central angle of 9°21'17", an arc distance of 97.15 feet:

Thence, on a non-tangent bearing, North 8°45'56" West 60.32 feet to a non-tangent curve the center bears North 81°13'59" East 1030.50 feet;

Thence along the arc of said curve through a central angle of 5°49'49", an arc distance of 104.86 feet;

Thence, on a non-tangent bearing, North 01°26'13" East 116.85 feet;

Thence North 88°33'42" West 21.44 feet;

Thence South 01°26'18" West 418.92 feet;

Thence South 89°45'31" East 49.24 feet to the **Point of Beginning**.

Containing 14,481 Square feet or 0.332 Acres more or less.

**Exhibit A**  
**Temporary Construction Easement**  
**Tax Parcel – 342506-9050**

Those portions of the northeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in the City of Sammamish, King County, Washington, more particularly described as follows:

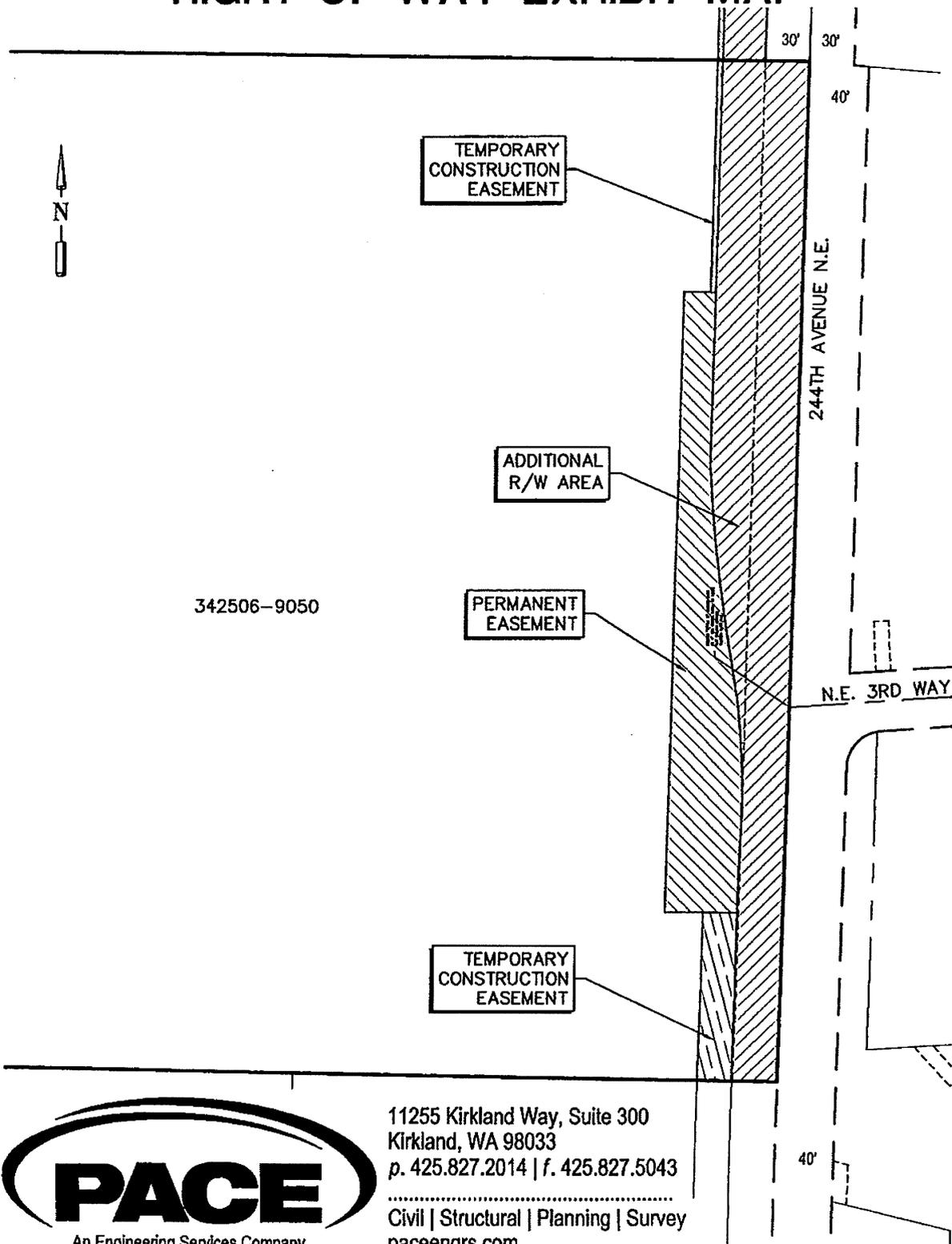
Commencing at the southeast corner of said subdivision;  
Thence along the south line of said subdivision, North  $89^{\circ}04'41''$  West 30.86 feet to the **Point of Beginning**;  
Thence North  $01^{\circ}23'09''$  East 115.81 feet;  
Thence North  $89^{\circ}45'31''$  West 23.34 feet;  
Thence South  $01^{\circ}25'45''$  West 115.53 feet to the south line of said subdivision;  
Thence along said south line, South  $89^{\circ}04'41''$  East 23.42 feet to the **Point of Beginning**.

Together with a strip of land 3.50 feet in width, more particularly described as follows:

Commencing at the northeast corner of said subdivision;  
Thence, along the north line of said subdivision, South  $89^{\circ}16'14''$  West 58.75 feet to the **Point of Beginning**;  
Thence South  $01^{\circ}26'14''$  West 156.53 feet;  
Thence North  $88^{\circ}33'42''$  West 3.50 feet;  
Thence North  $01^{\circ}26'14''$  East 156.48 feet to the north line of said subdivision;  
Thence along said north line South  $89^{\circ}16'14''$  East 3.50 feet to the **Point of Beginning**.

Containing 3,252 Square feet or 0.075 Acres more or less.

# Exhibit B RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043  
Civil | Structural | Planning | Survey  
paceengrs.com

**Exhibit A**  
**Right-of-Way Dedication**  
**Tax Parcel – 062981-0540**

**Right-of-Way Dedication**

That portion of Lot 54, Beaverdam Division 2, according to the plat thereof recorded in Volume 178 of Plats, pages 88 through 98, inclusive, in the City of Sammamish, King County, Washington, more particularly described as follows:

**Beginning** at the northwest corner of said Lot 54, said point being on the southerly margin of East Main Drive;

Thence South  $01^{\circ}26'03''$  West along the west line of said lot 54, 22.16 feet;

Thence North  $79^{\circ}38'19''$  East, 76.06 feet to the north line of said Lot 54 and the southerly margin of East Main Drive;

Thence westerly along said north line along the arc of a non tangent curve to the left, the center point of which bears South  $06^{\circ}48'49''$  West, a distance of 6,970.00', through a central angle of  $00^{\circ}36'52''$ , an arc distance of 74.75 feet to the **Point of Beginning**.

Containing 830 Square feet or 0.02 Acres more or less.

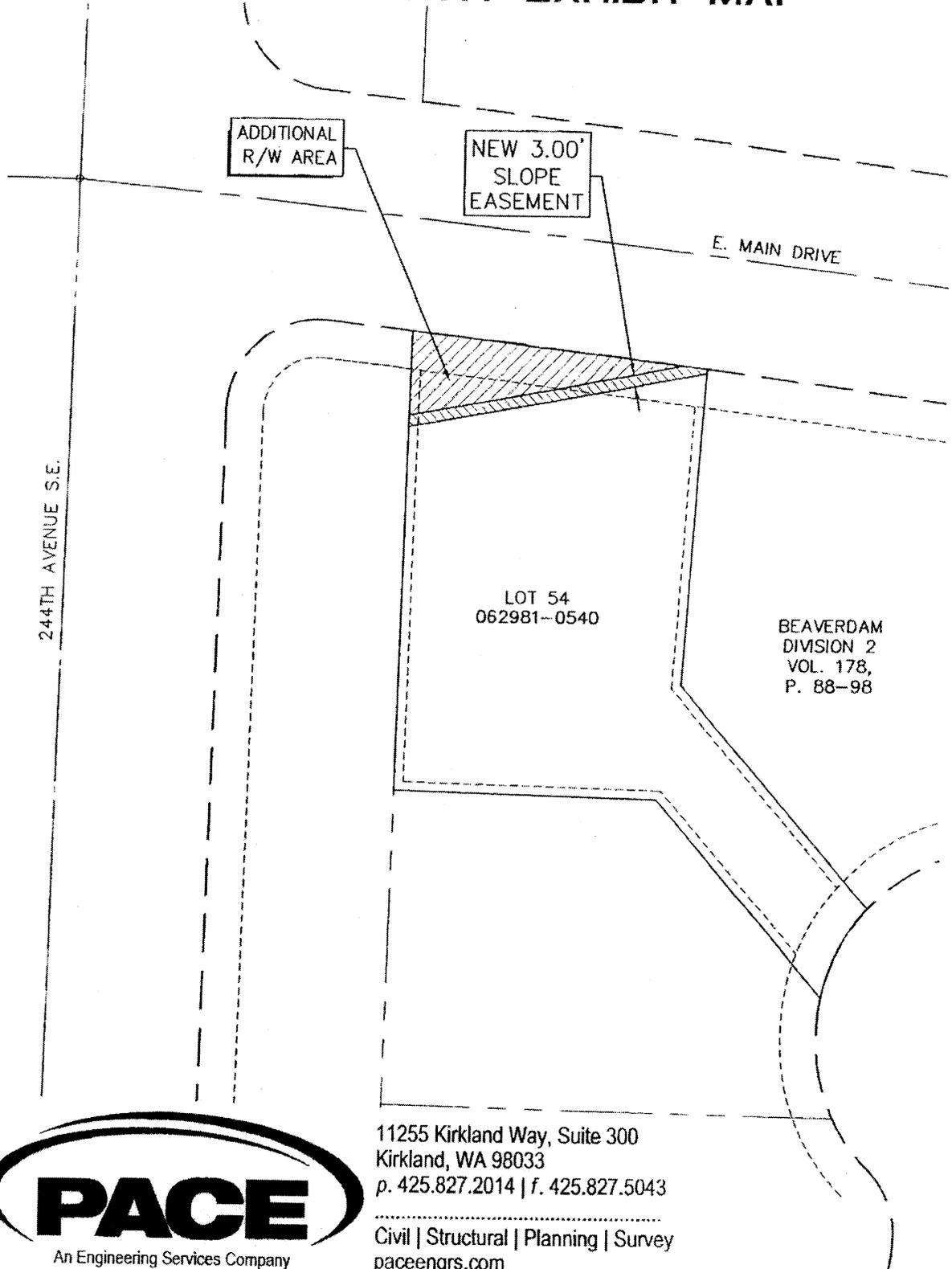
**Exhibit A**  
**Slope Easement**  
**Tax Parcel 062981-0540**

Together with a 3.00-foot wide strip of land adjoining the southeasterly side of the above described Right-of-Way dedication.

Containing 242 Square feet or 0.005 Acres more or less.

Prepared by: Ben Ehrich 02/15/2008 PACE Engineers, Inc.  
P:\P05\05408.10\Docs\RW and Easement Docs\062981-0540 Right-of-Way Dedication.doc

# RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey  
paceengrs.com





## CITY COUNCIL AGENDA BILL

**Subject:**

Second Reading of an ordinance to extend the provisions of Emergency Ordinance 2007-223—revisions to the Wireless Communication Facility (WCF) provisions of the Sammamish Municipal Code. This ordinance was approved by City Council on December 11, 2007.

**Action Required:**

Second reading. Motion to approve

**Exhibits:**

1. Emergency Ordinance
2. Ordinance 2007-223

**Meeting Date:** May 20, 2008

**Date Submitted:** April 29, 2008

**Originating Department:** City Manager

**Clearances:**

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

**Budgeted Amount:** N/A

**Summary Statement:** The Council directed that action be taken to change the existing WCF siting hierarchy to place collocation on existing structures as the highest priority [new Section 1, (1)]. Legal counsel suggested that to comply with federal agency decisions on hierarchy siting that new language should be added to cover a new (lowest) level within the hierarchy [new Section 1, (5)]. Both hierarchy changes were included in the Emergency Ordinance adopted on December 11, 2007. More permanent changes to the wireless communication provisions are still in process, necessitating an extension of the emergency ordinance.

**Background/Justification:** These changes have come about as a result of input from the City Technology Committee and public testimony before the City Council regarding siting hierarchy.

**Financial Impact:** N/A

**Recommended Motion:** Move that the Emergency Ordinance be approved and that the Council finds that an emergency exists and that immediate action is necessary.



**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2008-\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON EXTENDING THE TEMPORARY  
INTERIM SITING HIERARCHY FOR WIRELESS  
COMMUNICATION FACILITIES (WCF) OF SMC  
CHAPTER 21A.55 AS ADOPTED IN ORDINANCE  
2007-223**

WHEREAS, the purpose of Chapter 21A.55 of the Sammamish Municipal Code (SMC), entitled Wireless Communication Facilities (WCF), is to provide general requirements, siting hierarchy, design standards and evaluations in exchange for public benefits to help achieve reasonable location of wireless communication facilities; and

WHEREAS, the City Technology Committee has recommended that the City Council give a higher priority in the siting hierarchy to collocation on existing poles or structures as set forth in Section 21A.55.060, SMC; and

WHEREAS, the City Council has discussed in open public meetings their desire to consider changes to the existing siting hierarchy standards as set forth in Section 21A.55.060, SMC, to give higher priority to collocation on existing poles or structures; and

WHEREAS, the City Council also desires to reduce potential for appeals of WCF siting standards to federal agencies by clarifying the conditions under which a WCF may be permitted when no reasonable alternative exists in higher-level siting hierarchies; and

WHEREAS, the City Council concluded that it is in the interest of the public health, safety and welfare to adopt an emergency ordinance to re-prioritize siting hierarchy standards;

WHEREAS, the City Council adopted Emergency Ordinance 2007-223 on December 11, 2007; and

WHEREAS, more permanent revisions to SMC 21A.55 are currently being prepared for public review and consideration by the Planning Commission and City Council; and

WHEREAS, the City Council finds that an emergency continues to exist, and desires to extend the interim siting hierarchy changes to allow completion of the more permanent SMC 21A.55 revisions;

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

Section 1. The provisions of Ordinance No. 2007-223 is hereby extended for a period of six (6) months from the date of enactment of this ordinance, November 20, 2008.

Section 2.The Council does hereby find that an emergency exists, in light of the potential that applicants might “vest” applications seeking approval to for proposed wireless facilities without first seeking to co-locate on existing poles or structures. Therefore, immediate action is necessary. This ordinance shall be effective immediately upon passage by five (5) or more votes.

Section 3. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 4. The recitals stated above (i.e., the "Whereas" clauses) constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE XX DAY OF MAY, 2008.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: April 26, 2008  
Public Hearing: May 6, 2008  
First Reading: May 6, 2008  
Second Reading: May 20, 2008  
Passed by the City Council:

Date of Publication:  
Effective Date:

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2007-223**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING THE CITY ZONING  
CODE, SMC CHAPTER 21A.55, TO ADOPT  
TEMPORARY INTERIM SITING HIERACHY FOR  
WIRELESS COMMUNICATION FACILITIES  
(WCF); DECLARING AN EMERGENCY; AND  
SCHEDULING A PUBLIC HEARING**

WHEREAS, the purpose of Chapter 21A.55 of the Sammamish Municipal Code (SMC), entitled Wireless Communication Facilities (WCF), is to provide general requirements, siting hierarchy, design standards and evaluations in exchange for public benefits to help achieve reasonable location of wireless communication facilities; and

WHEREAS, the City Technology Committee has recommended that the City Council give a higher priority in the siting hierarchy to collocation on existing poles or structures as set forth in Section 21A.55.060, SMC; and

WHEREAS, the City Council has discussed in open public meetings their desire to consider changes to the existing siting hierarchy standards as set forth in Section 21A.55.060, SMC, to give higher priority to collocation on existing poles or structures; and

WHEREAS, the City Council also desires to reduce potential for appeals of WCF siting standards to federal agencies by clarifying the conditions under which a WCF may be permitted when no reasonable alternative exists in higher-level siting hierarchies; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety and welfare to adopt this emergency ordinance to re-prioritize siting hierarchy standards;

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

Section 1. Sammamish Municipal Code Chapter 21A.55 is hereby amended to read as follows:

21A.55.060 Siting Hierarchy.

Siting of antennas or support structures shall adhere to the siting hierarchy of this section. The order of ranking for antenna or antenna support structures, from highest to lowest, shall be 1a, 1b,2a, 2b, 2c, 2d, 2e, 3a, 3b, 3c, 3d, 4a, 4b, 4c, 4d, 4e and 5. Where a lower ranking alternative is proposed, the applicant must file relevant information including but

not limited to an affidavit by a licensed radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranking options are not technically feasible or justified given the location of the proposed wireless communications facility and network need.

**Example:**

A new WCF is proposed; the applicant demonstrates that the new facility cannot be sited under hierarchy 1a through 1b. The applicant then demonstrates the new facility cannot be sited under hierarchy 2a through 2e. The applicant then moves to hierarchy 3 and is able to propose a site.

(1) Collocation with existing WCF, concealed or non-concealed.

(a) That requires no increase in pole or structure height.

(b) That requires an increase in pole or structure height which shall comply with Section 21.55.080, SMC

(2) New Concealed WCF:

(a) Within City-classified arterial rights-of-way.

(b) Within public parks, public open spaces, and on other publicly owned land.

(c) Within other City street rights-of-way.

(d) In any nonresidential zoning district.

(e) In residential zoning districts on lots not used for single-family residential purposes.

(3) New Non-Concealed consolidation that is a consolidation of antenna support structures:

(a) Within City-classified arterial rights-of-way.

(b) Within public parks, public open spaces, and on other publicly owned land.

(c) In any nonresidential zoning district.

(d) In residential zoning districts on lots not used for single-family residential purposes.

(4) New concealed antenna support structure:

(a) Within City-classified arterial rights-of-way.

(b) Within public parks, public open spaces, and on other publicly owned land.

(c) Within other City street rights-of-way.

(d) In any nonresidential zoning district.

(e) In residential zoning districts on lots not used for single-family residential purposes.

(5) Any location not falling within categories 1 through 4 when no reasonable alternative exists.

Section 2. The Council does hereby find that an emergency exists and that immediate action is necessary. This ordinance shall be effective immediately upon passage by five (5) or more votes.

Section 3. The City Clerk is directed to schedule a public hearing within sixty days of the date of adoption of this ordinance in accordance with RCW 35A.63.220.

Section 4. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 5. The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING  
THEREOF ON THE 11TH DAY OF DECEMBER, 2007.**

CITY OF SAMMAMISH

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

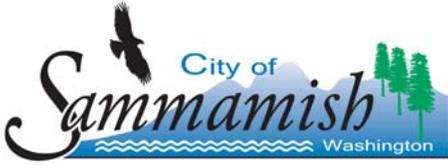
ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 6, 2007  
Passed by the City Council: December 11, 2007  
Date of Publication: December 15, 2007  
Effective Date: December 11, 2007



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Second Reading extending the emergency provisions of ordinance O2007-219 amending SMC21A.75 Residential Density Incentives. This ordinance was passed by the City Council on November 20, 2007.

**Meeting Date:** May 20, 2008**Date Submitted:** April 29, 2008**Originating Department:** City Attorney's Office and Community Development**Clearances:****Action Required:**

Second Reading. Motion to approve the ordinance.

 **City Manager**
 **Police**
 **Public Works**
 **Fire**
 **Building/Planning**
 **Attorney**
**Exhibits:**

1. Proposed Ordinance
2. Ordinance 2007-219

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**Budgeted Amount: N/A**

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**Summary Statement:**

**Background:** A recent decision of the City Hearing Examiner has interpreted the provisions of Chapter 21A.75-Residential Density Incentives, in a manner that would allow development to occur at higher densities than the City anticipated. The Hearing Examiner's interpretation is inconsistent with staff's interpretation of Chapter 21A.75. In order to avoid confusion over the interpretation of Chapter 21A.75, and to prevent development at higher densities in zones intended for lower density, an emergency amendment to the zoning code was determined to be necessary and appropriate. The City Council adopted Emergency Ordinance 2007-219 on November 20, 2007. More permanent revisions are not yet complete for consideration by the Planning Commission and City Council, necessitating an extension of the emergency ordinance.

**Financial Impact:**

N/A

**Recommended Motion:**

Move that the Emergency Ordinance be approved and that the Council finds that an emergency exists and that immediate action is necessary.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2008-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING THE SAMMAMISH  
MUNICIPAL CODE, CHAPTER 21A.75, TO EXTEND  
TEMPORARY INTERIM ZONING CONTROLS  
ELIMINATING THE RESIDENTIAL DENSITY  
INCENTIVES IN R-4 AND R-6 ZONES**

WHEREAS, the purpose of Chapter 21A.75 of the Sammamish Municipal Code (SMC), entitled Residential Density Incentives, is to provide density incentives to developers of residential lands in exchange for public benefits to help achieve comprehensive plan goals of affordable housing, open space protection, and energy conservation; and

WHEREAS, a recent decision of the City Hearing Examiner has interpreted the provisions of Chapter 21A.75 in a manner that would allow development to occur at higher densities than anticipated; and

WHEREAS, the Hearing Examiner's interpretation is inconsistent with the City Council's intent in adopting Chapter 21A.75; and

WHEREAS, to avoid confusion over the interpretation of Chapter 21A.75, and to prevent development at higher densities in zones intended for lower density, an amendment to the zoning code is necessary and appropriate; and

WHEREAS, RCW 35A.63.220 provides that the City may adopt temporary interim zoning controls provided that a public hearing on the interim zoning ordinance is held within sixty days of its adoption; and

WHEREAS, an interim zoning ordinance may be effective for not longer than six months unless renewed in accordance with RCW 35A.63.220; and

WHEREAS, the City Council previously concluded that it is in the interest of the public health, safety and welfare to adopt an emergency ordinance to prevent conflicts with the City's Comprehensive Plan and to prevent significant density from occurring in an areas planned for lower densities;

WHEREAS, the City Council adopted Emergency Ordinance 2007-219 on November 20, 2008; and

WHEREAS, more permanent revisions to SMC 21A.75 are currently being prepared for public review and consideration by the Planning Commission and City Council; and

WHEREAS, the City Council finds that an emergency continues to exist, and desires to extend the interim municipal code changes to allow completion of the more permanent SMC 21A.75 revisions;

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

Section 1. The provisions of Ordinance No. 2007-219 is hereby extended for a period of six (6) months from the date of enactment of this ordinance, November 20, 2008.

Section 2. The Council does hereby find that an emergency exists, in light of the potential that applicants might “vest” applications seeking approval to develop at densities greater than the surrounding area and public infrastructure can support. Therefore, immediate action is necessary. This ordinance shall be effective immediately upon passage by five (5) or more votes.

Section 3. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 4. The recitals stated above (i.e., the "Whereas" clauses) constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE XX DAY OF MAY, 2008.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_

Bruce L. Disend, City Attorney

Filed with the City Clerk:	April 26, 2008
Public Hearing:	May 6, 2008
Second Reading:	May 20, 2008
Passed by the City Council:	
Date of Publication:	
Effective Date:	

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2007-219**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING THE CITY ZONING CODE,  
SMC CHAPTER 21A.75, TO ADOPT TEMPORARY  
INTERIM ZONING CONTROLS TO ELIMINATE THE  
RESIDENTIAL DENSITY INCENTIVES IN R-4 AND R-6  
ZONES; DECLARING AN EMERGENCY; AND  
SCHEDULING A PUBLIC HEARING**

WHEREAS, the purpose of Chapter 21A.75 of the Sammamish Municipal Code (SMC), entitled Residential Density Incentives, is to provide density incentives to developers of residential lands in exchange for public benefits to help achieve comprehensive plan goals of affordable housing, open space protection, and energy conservation; and

WHEREAS, a recent decision of the City Hearing Examiner has interpreted the provisions of Chapter 21A.75 in a manner that would allow development to occur at higher densities than anticipated; and

WHEREAS, the Hearing Examiner's interpretation is inconsistent with staff's interpretation of Chapter 21A.75; and

WHEREAS, to avoid confusion over the interpretation of Chapter 21A.75, and to prevent development at higher densities in zones intended for lower density, an amendment to the zoning code is necessary and appropriate; and

WHEREAS, RCW 35A.63.220 provides that the City may adopt temporary interim zoning controls provided that a public hearing on the interim zoning ordinance is held within sixty days of its adoption; and

WHEREAS, an interim zoning ordinance may be effective for not longer than six months unless renewed in accordance with RCW 35A.63.220; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety and welfare to adopt this emergency ordinance to prevent conflicts with the City's Comprehensive Plan and to prevent significant density from occurring in an areas planned for lower densities;

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

Section 1. Sammamish Municipal Code Chapter 21A.75 is hereby amended as follows:

**21A.75.020 Permitted locations of residential density incentives.**

Residential density incentives (RDI) shall be used only on sites served by public sewers and only in the following zones:

- (1) In ~~R-4~~ R-8 through R-18 zones; and
- (2) In NB, CB and O zones when part of a mixed use development.

**21A.75.040 Public benefits and density incentives.**

(5) Residential development in ~~R-4~~ R-8 through R-18 zones with property specific development standards requiring any public benefit enumerated in this chapter shall be eligible to earn bonus dwelling units as set forth in subsection (6) of this section when the public benefits provided exceed the basic development standards of this title. When a development is located in a special overlay district, bonus units may be earned if the development provides public benefits exceeding corresponding standards of the special district.

**21A.75.080 Applicability of development standards.**

(1) RDI developments shall comply with dimensional standards of the zone with a base density most closely comparable to the total approved density of the RDI development; provided, that an RDI proposal in the ~~R-4~~ R-8 through ~~R-8~~ R-18 zone shall conform to the height requirements of the underlying zone in which it is located.

(2) RDI developments in the ~~R-4~~ R-8 through ~~R-8~~ R-18 zones shall be landscaped as follows:

(a) When 75 percent or more of the units in the RDI development consists of townhouses or apartments, the development shall provide perimeter landscaping and tree retention in accordance with Chapter 21A.35 SMC for townhouse or apartment projects.

(b) When less than 75 percent of the units in the RDI consists of townhouses or apartments, the development shall provide landscaping and tree retention in accordance with Chapter 21A. 35 SMC for townhouses or apartments on the portion(s) of the development containing such units; provided, that if buildings containing such units are more than 100 feet from the development's perimeter, the required landscaping may be reduced by 50 percent.

(c) All other portions of the RDI shall provide landscaping or retain trees in accordance with Chapter 21A.35 SMC.

Section 2. The Council does hereby find that an emergency exists and that immediate action is necessary. This ordinance shall be effective immediately upon passage by five (5) or more votes.

Section 3. The City Clerk is directed to schedule a public hearing within sixty days of the date of adoption of this ordinance in accordance with RCW 35A.63.220.

Section 4. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

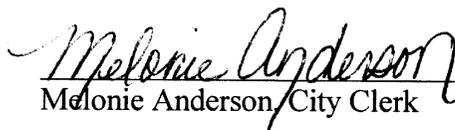
Section 5. The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 20<sup>th</sup> DAY OF NOVEMBER, 2007.**

CITY OF SAMMAMISH

  
\_\_\_\_\_  
Mayor Mark Cross

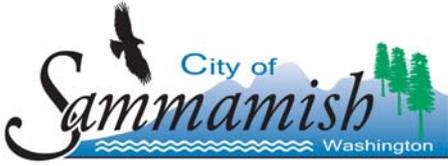
ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: November 15, 2007  
Passed by the City Council: November 20, 2007  
Date of Publication: November 24, 2007  
Effective Date: November 20, 2007



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Ordinance amending Ordinance 2003-128 to add one non-voting alternative Commission Member to the Sammamish Arts Commission.

**Meeting Date:** May 20, 2008

**Date Submitted:** May 20, 2008

**Originating Department:** Admin Services

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

First reading of the ordinance. No action is required.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Draft Ordinance

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**Budgeted Amount:** NA

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**Summary Statement:**

This Ordinance expands the nine-member Sammamish Arts Commission by adding one additional non-voting alternative member.

**Background:**

On July 22, 2003 the Sammamish City Council adopted Ordinance 2003-128 establishing the Sammamish Arts Commission. In May of 2007 the Arts Commission requested that their membership be expanded to include two non-voting alternative members. On June 5, 2007 the City Council approved Ordinance O2007-217 adding two additional non-voting members. At the May 19, 2008 Study Session, Council requested staff to prepare an ordinance to add one more additional non-voting member to the Sammamish Arts Commission.

**Financial Impact:**

NA

**Recommended Motion:**

First reading of the ordinance. No recommended action.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. 02008-\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING ORDINANCE NO. 2003-128 TO ADD  
ONE ALTERNATIVE COMMISSION MEMBER TO THE  
SAMMAMISH ARTS COMMISSION**

WHEREAS, the City Council adopted Ordinance No. 2003-128 creating the Sammamish Arts Commission; and

WHEREAS, the City Council adopted Ordinance No. 2007-216 adding two alternative, non voting Commission members to the Sammamish Arts Commission; and

WHEREAS, the City Council has determined that it is in the best interest of the City to add one additional alternative, non-voting member to the Sammamish Arts Commission;

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

Section 1. Ordinance O2003-128 Amended. Section 1 of Ordinance O2003-128 is amended as set forth herein:

Section 2. Commission Established – Membership.

A. The Sammamish Arts Commission, consisting of seven voting members and ~~two~~ three non-voting alternative member appointed and confirmed by a majority vote of the members of the City Council, is established. The term of office shall be four years. Commission members shall be selected for staggered terms as follows: Three Commissioners or their successors will serve a two-year term and four Commissioners or their successors will serve a four-year term. All subsequent appointments shall be for four years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All Commission members' terms shall expire on December 31" and all successive terms shall commence on January 1st. No member shall serve more than two consecutive terms of office. The alternative members shall have the same duties and responsibilities as the other Commission members except they shall not vote.

B. Commission members shall be appointed upon the basis of demonstrated interest in, and knowledge and support of the arts. Members shall serve without salary or other compensations, provided that members shall be reimbursed for necessary expenses actually incurred with prior Administrative approval.

C. Prior to filling each vacancy in the membership of the commission, public notice of available positions shall be provided to the news media at least two weeks in advance of appointment.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance, or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force (5) five days after publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH,  
WASHINGTON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:                      May 20, 2008  
First Reading:  
Passed by the City Council:  
Publication Date: