

AGENDA

City Council Regular Meeting

October 21, 2008

6:30 pm – 8:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- ✓ Quarterly Report: Parks (*15 minutes*)
- ✓ Quarterly Report: Public Works (*15 minutes*)

Consent Agenda

Payroll for pay period ending October 15, 2008 for pay date October 20, 2008 in the amount of \$228,376.96.

1. Approval: Claims for period ending October 16, 2008 in the amount of \$487,661.91 for check No. 21940 through 22043
2. Contract: Pine Lake Park Dock Demolition/Harbor Asphalt
3. Resolution: Declaring Two Fire Vehicles Surplus

Public Hearings

Unfinished Business

New Business

4. Ordinance: First Reading Granting The Ne Sammamish Sewer & Water District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water And Sewer System Within Public Rights-Of-Way Of The City Of

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.



Sammamish, Washington.

5. Ordinance: First Reading Granting The Sammamish Plateau Water & Sewer District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water And Sewer System Within Public Rights-Of-Way Of The City Of Sammamish, Washington. *(10 minutes)*
6. Resolution: Accepting The Proposed Annexation Of Camden Park, Camden Park Estates, Devereaux And The Trails At Camden Park Neighborhoods And Additional Adjacent Areas To The North *(20 minutes)*

Council Reports – If necessary

City Manager Report – If necessary

Executive Session – Property Acquisition pursuant to RCW 42.30.110 (1)(c)

Adjournment

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.



[Home » Events](#)**Events**[\[Add Event \]](#)<< [September](#)**October 2008**[November >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market - Last of the season	2 6:30 p.m. Planning Commission Meeting	3	4 9 a.m. Lower Commons Park Volunteer Opportunity
5	6	7 6:30 p.m. City Council Meeting	8 6:30 p.m. Parks and Recreation Commission Meeting	9 6 p.m. Sammamish Youth Board Meeting 6 p.m. Real Estate Development Forum for Sammamish Town Center Landowners 7 p.m. Swil Kanim Performance	10	11 9 a.m. Lower Commons Park Volunteer Opportunity Canceled 10 a.m. Art Fair
12 10 a.m. Art Fair	13	14 6:30 p.m. Joint Meeting: City Council, Arts Commission	15 5:30 p.m. New Operations & Maintenance Facility - Public Meeting	16 5:30 p.m. Planning Commission Meeting	17	18 9 a.m. Lower Commons Park Volunteer Opportunity 9 a.m. Fall Recycling Event
19	20 6:30 p.m. Joint Meeting: City Council, Planning Commission 7 p.m. Arts Commission	21 6:30 p.m. City Council Meeting	22	23	24	25

[Home » Events](#)

Events

[[Add Event](#)]

<< [October](#)

November 2008

[December](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 6:30 p.m. City Council Meeting	5	6 5:30 p.m. Planning Commission Meeting	7	8
9	10	11 8 a.m. Vetern's Day City offices closed	12 6:30 p.m. Parks and Recreation Commission Meeting	13 6 p.m. Sammamish Youth Board Meeting	14	15
16	17 6:30 p.m. Joint Meeting: Issaquah School District Board 7 p.m. Arts Commission Meeting	18 6:30 p.m. City Council Meeting	19 6:30 p.m. Sammamish Landing Public Meeting #2	20 5:30 p.m. Planning Commission Meeting	21	22
23	24	25	26	27 8 a.m. Thanksgiving City offices closed	28 8 a.m. Thanksgiving City offices closed	29
30						

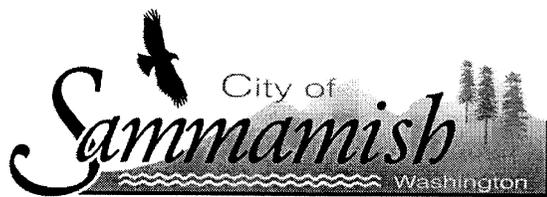
[List View](#)

[To Top](#)

www.ci.sammamish.wa.us - © 2004 - 2008 city of Sammamish, Washington

[Webmaster](#) • [Disclaimer](#)

Last updated Oct 16 2008



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 16, 2008
RE: Claims for October 21, 2008

\$ 133,896.28
 1,054.85
 351,226.00
 1,484.78

0.00 *

133,896.28 +
 1,054.85 +
 351,226.00 +
 1,484.78 +
 487,661.91 *

TOTAL \$ 487,661.91

Check # 21940 through #22043

City of Sammamish
marleneAccounts Payable
Computer Check Register Totals

Printed: 10/15/08 17:17

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21949	10/21/2008	ACCURINT	Accurint	32.25	000000
21950	10/21/2008	ACE	Ace Hardware, LLC	1,527.94	000000
21951	10/21/2008	ADOLFSON	ESA Adolfsen	11,930.55	000000
21952	10/21/2008	ANTIN	Aaron Antin	192.55	000000
21953	10/21/2008	ASC	Action Services Corp	4,437.22	000000
21954	10/21/2008	BRENNAN	J. A. Brennan Assoc.	417.50	000000
21955	10/21/2008	BUCHAN	Wm. Buchan, Inc.	1,000.00	000000
21956	10/21/2008	CADMAN	Cadman, Inc.	2,192.83	000000
21957	10/21/2008	CASCADED	Cascade Diesel & Truck Repair	805.60	000000
21958	10/21/2008	CHILD CAR	Child Care Resources	1,287.50	000000
21959	10/21/2008	COSTCO	Costco Wholesale	942.02	000000
21960	10/21/2008	CRAN	GORDON CRANDALL	225.00	000000
21961	10/21/2008	DAILY	Daily Journal of Commerce	117.00	000000
21962	10/21/2008	EAGLE	Eagle Press & Supply	504.22	000000
21963	10/21/2008	EASTBABY	Eastside Baby Corner	1,250.00	000000
21964	10/21/2008	EASTEQ	Eastside Equipment & Marine	71.42	000000
21965	10/21/2008	ECITYGOV	eCityGov Alliance	7,346.00	000000
21966	10/21/2008	ELAP	Eastside Legal Assistance Program	500.00	000000
21967	10/21/2008	ENVIROIS	EnviroIssues	311.95	000000
21968	10/21/2008	EVANS	David Evans & Associates, Inc	957.78	000000
21969	10/21/2008	FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	2,500.00	000000
21970	10/21/2008	G&M	G & M Traffic Solutions	653.25	000000
21971	10/21/2008	GRANGE	Grange Supply, Inc.	457.15	000000
21972	10/21/2008	GROHMAN	Elsa Grohman	200.00	000000
21973	10/21/2008	GUARDIAN	Guardian Security	96.00	000000
21974	10/21/2008	HUMPHRES	Steve Humphrey	120.00	000000
21975	10/21/2008	IMSA	Int Municipal Signal Assoc	180.00	000000
21976	10/21/2008	INTEGRA	Integra Telecom	7,759.89	000000
21977	10/21/2008	IRONMT	Iron Mountain	435.82	000000
21978	10/21/2008	ISD	Issaquah School District	9,031.50	000000
21979	10/21/2008	ISSAQ1	Issaquah Press, Inc.	690.00	000000
21980	10/21/2008	ISSIGNS	Issaquah Signs	511.21	000000
21981	10/21/2008	KBA	KBA Inc	887.75	000000
21982	10/21/2008	KCBLANK	King County Finance	2,012.00	000000
21983	10/21/2008	KENYON2	Kenyon Disend PLLC	16,523.32	000000
21984	10/21/2008	KINGFI	King County Finance A/R	92,088.18	000000
21985	10/21/2008	KINGPET	King County Pet Licenses	265.00	000000
21986	10/21/2008	KINGTREA	King County Treasury	613.06	000000
21987	10/21/2008	KOR	Kor Recycled Pkg Products Inc	630.00	000000
21988	10/21/2008	LAWADVIS	Law Advisory Group, Inc	350.00	000000
21989	10/21/2008	LEYTON	Kimberly Leyton	1,095.00	000000
21990	10/21/2008	LWSD	Lake Washington School Dist	2,784.00	000000
21991	10/21/2008	MAILPO	Mail Post	634.58	000000
21992	10/21/2008	MARSHRIC	Richard A. Marshall	2,000.00	000000
21993	10/21/2008	MEDEIROS	Melissa Medeiros	200.00	000000
21994	10/21/2008	MOBERLY	Lynn Moberly	7,500.00	000000
21995	10/21/2008	NAMI	NAMI Eastside	1,000.00	000000
21996	10/21/2008	NAPA	Napa Auto Parts Inc.	253.59	000000
21997	10/21/2008	NELSONCO	Walter E. Nelson Company	144.84	000000
21998	10/21/2008	NESAM	NE Sammamish Sewer & Water	159.28	000000
21999	10/21/2008	NEXTEL	Nextel Communications	2,415.38	000000
22000	10/21/2008	NW MENT	NW Mentoring & Educational Ctr	2,629.18	000000
22001	10/21/2008	NWCASC	Northwest Cascade, Inc.	639.40	000000
22002	10/21/2008	NWLSVC	NW Landscape Service	15,355.92	000000
22003	10/21/2008	PACSOIL	Pacific Topsoils, Inc	10,662.23	000000
22004	10/21/2008	PERFORMA	Performance Journeys, Inc	6,500.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22005	10/21/2008	PHOINIX	Phoinix Equipment LLC	2,832.80	000000
22006	10/21/2008	PROPET	Pro Pet Distributors, Inc	294.02	000000
22007	10/21/2008	PROV	Faith In Action	2,500.00	000000
22008	10/21/2008	PSE	Puget Sound Energy	8,374.72	000000
22009	10/21/2008	QWEST	QWEST	168.97	000000
22010	10/21/2008	REID	John E. Reid & Assoc, Inc	395.00	000000
22011	10/21/2008	REIDMID	Reid Middleton, Inc	4,500.00	000000
22012	10/21/2008	ROTARSAM	Rotary Club of Sammamish	48.00	000000
22013	10/21/2008	SAM	Sammamish Plateau Water Sewer	7,861.51	000000
22014	10/21/2008	SAUER	Mike Sauerwein	27.79	000000
22015	10/21/2008	SB&MAC	Stewart Beall & MacNichols	3,040.00	000000
22016	10/21/2008	SEATIM	Seattle Times	889.94	000000
22017	10/21/2008	SERVICE	Service Paper Co	150.57	000000
22018	10/21/2008	SHAKESPE	Shakespeare Composite Struct	89.43	000000
22019	10/21/2008	SINGER	Daniel Singer, PHD.	7,000.00	000000
22020	10/21/2008	SOUNDFOR	Sound Ford	38,013.45	000000
22021	10/21/2008	STAPLES	Staples Business Advantage	2,576.79	000000
22022	10/21/2008	STOECKL	Jane C. Stoecklin	100.00	000000
22023	10/21/2008	STVIN	St Vincent DePaul	2,500.00	000000
22024	10/21/2008	SUNBELTS	Sunbelt Software Distribution	1,282.54	000000
22025	10/21/2008	TAGS	Tags Awards & Specialties	40.65	000000
22026	10/21/2008	ULTRA	UltraBac Software	964.66	000000
22027	10/21/2008	VAN NOST	Maren Van Nostrand	3,339.00	000000
22028	10/21/2008	VERIZNW	Verizon Northwest	32.63	000000
22029	10/21/2008	WADIS	State of Wa Dept of Info Syste	11,352.96	000000
22030	10/21/2008	WADOT	Wa State Dept of Transp	75.00	000000
22031	10/21/2008	WADRS	Wa State Dept of Retirement Sy	844.02	000000
22032	10/21/2008	WALAB	Wa State Dept of Labor & Indus	15,351.93	000000
22033	10/21/2008	WAWORK	Washington Workwear LLC	489.41	000000
22034	10/21/2008	YAKIMA	Yakima County Department of Corrections	3,168.80	000000
22035	10/21/2008	YAZICI	Ben Yazici	55.24	000000
22036	10/21/2008	YOUNGDEB	Debbie Young	3,500.00	000000
22037	10/21/2008	ZUMAR	Zumar Industries, Inc.	3,339.31	000000

CHECK TOTAL: \$351,226.00

City of ~~Sammami~~
marlene

Accounts Payable
Computer Check Register Totals

Printed: 10/02/08 15:26

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21940	10/03/2008	ANI	ANI Administrators NW Inc	1,323.46	000000
21941	10/03/2008	AWCMED	AWC Employee Benefits Trust	76,407.34	000000
21942	10/03/2008	ICMA401	ICMA 401	27,717.36	000000
21943	10/03/2008	ICMA401x	ICMA401	4,387.88	000000
21944	10/03/2008	ICMA457	ICMA	9,690.54	000000
21945	10/03/2008	JPMORGAN	JP Morgan Chase	14,033.00	000000
21946	10/03/2008	PREPAIDL	Pre-Paid Legal Services, Inc	336.70	000000
CHECK TOTAL:				\$133,896.28	

City of Sammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #1

Printed: 10/09/08 15:17

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21947	10/10/2008	AMEX	American Express	41.99	000000
21948	10/10/2008	HOMEDE	Home Depot	1,012.86	000000

CHECK TOTAL:				\$1,054.85	

~~City of~~ Sammamish
marlene

Accounts Payable
Computer Check Register Totals

Bill #1

Printed: 10/16/08 14:45

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22041	10/21/2008	ISD	Issaquah School District	279.99	000000
22042	10/21/2008	KINGFI	King County Finance A/R	955.00	000000
22043	10/21/2008	NINTEMAN	Sara Ninteman	249.79	000000
CHECK TOTAL:				\$1,484.78	



CITY COUNCIL AGENDA BILL

Subject:

Pine Lake Park Phase IIC - Dock Demolition –
Award of Demolition Contract

Meeting Date: October 21, 2008

Date Submitted: October 15, 2008

Originating Department: Parks and Recreation

Clearances:

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

Action Required:

Authorize the City Manager to award and execute a contract with the lowest responsible bidder for the demolition of the dock at Pine Lake Park in the amount of \$33,982.00.

Exhibits:

1. Bid Tabulation
2. Contract

Budgeted Amount: \$1,616,400 is allocated for Phase II Improvements at Pine Lake Park in the 2007-08 Amended Budget. An additional \$632,500 is allocated in the Parks CIP as capital contingency. This contract is the third construction contract for Phase II improvements at Pine Lake Park.

Summary Statement:

During the planning stages for Phase II improvements, replacement of the dock was identified for inclusion in the Phase II construction project. This contract is for the demolition of the dock. The work was included in a previous bid package, but was not awarded since permits were still pending with the Department of Ecology. A fourth, and final contract for Phase II, will be awarded in December for replacement of the dock.

Bids were opened on Wednesday, September 24, 2008 and a total of six bids were received. Staff evaluated the bids and Harbor Asphalt was identified as the lowest responsible bidder.

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.

The existing dock structure was evaluated for structural integrity by Moffatt and Nichol Engineers in December 2002. The report recommended dock replacement.

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

Phase IIA - construction of 3 new picnic shelters - was complete in August.

Phase IIB - shoreline and site improvements - is currently underway and expected to be complete in February 2009.

Phase IIC - dock replacement - will be the third and final part of the project. The contract for Phase IIC will be awarded at a later date.

Financial Impact:

The total contract amount requested is \$33,982.00.

Pine Lake Park Phase II	\$1,616,400.00
Capital Contingency	\$ 632,500.00
TOTAL FUNDING	\$2,248,900.00
Phase IIA (Picnic Shelters)	\$ 230,117.00
Phase IIB (Shoreline Improvements)	\$ 804,331.71
Phase IIC (Dock Demolition)	\$ 33,982.00
TOTAL CONSTRUCTION COSTS Y-T-D	\$1,068,430.71
Phase IIC (Dock Replacement)*	\$ 800,000.00

*This is a preliminary estimate based on an earlier bid. Staff are currently working with the engineers to update the design to meet both permit requirements and to identify additional cost saving measures.

Recommended Motion:

Authorize the City Manager to award and execute a contract with Harbor Asphalt for the demolition of the dock at Pine Lake Park in the amount of \$33,982.00.

Bid Tabulation

Project: Pine Lake Park Phase II- Site and Shoreline Improvements/Dock Demolition

Owner: City of Sammamish Parks Department

Date: 09/24/2008

Time: 2:00P.M. Location: City of Sammamish C

Bidder	Signed Proposal	Add. Receipt	Bid Bond	Noncolusion Affidavit	Total Bid Price
Talakai Const.	✓	✓			93,195
MVG, LLC	✓	✓			56,500
Coastline General Inc	✓				92,078.64
Northwest Legend Const	✓	✓			34,750
Harbor Asphalt	✓	✓			33,982
Dhno Const.	✓	—			87,241

includes tax

The Apparent Low Bidder is: *Harbor Asphalt* (Total Bid Price) \$

Engineers Estimate (Total Bid Price) \$ *20,000 - 40,000*

Exhibit 2



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Harbor Asphalt
Project: Pine Lake Park Dock Removal
Commencing: October 21, 2008
Terminating: December 31, 2008
Amount: \$33,982.00

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for demolition and removal of a wood and concrete dock structure and associated items and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

Exhibit 2

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$33,982.00.

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

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be twenty seven (27) working days. If the work is not completed within the time specified, the Contractor agrees to have damages from the Contractor delay deducted from payment due the Contractor. Liquidated damages shall be assessed according to WSDOT Standard Specifications, 1-08.9.

5. Warranties/Guaranty.

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

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

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

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

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

Exhibit 2

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

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

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

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

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

Exhibit 2

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

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

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

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

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

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

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

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

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

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

Exhibit 2

TO CITY:

City of Sammamish

Contact Name:

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Harbor Asphalt & Sealcoating

Contact Name: Brad Toppen

Address: 3017 Point Fosdick Pl. NW.
Gig Harbor, WA. 98335

Phone: (253) 732-8321

Contact email: brad@harborasphalt.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

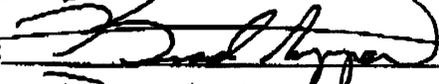
Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

~~CONTRACTOR, WASHINGTON~~

By: 

Title: President

Date: 10-13-08

Approved as to Form:

City Attorney



EXHIBIT A

CITY OF SAMMAMISH
801 228th Ave SE
Sammamish, WA 98075
Office (425) 295-0500
FAX (425) 295-0600

REQUEST FOR PROPOSAL Dock Demolition and Removal at Pine Lake Park

PROPOSALS will be received by the City of Sammamish for demolition and removal of the existing multi-purpose dock, pilings, and associated items per drawing D1 and in accordance with the federal, state, and local codes.

1. A contract will be awarded based upon the following criteria: price quote, qualifications of contractor, and the contractors demonstrated ability to provide services for cities.
2. The City of Sammamish reserves the right to reject any or all proposals, waive informalities, and make the award in the best interest of the City.
3. The Request for Proposal documents are being distributed through the SPP Small Works Roster. You may also view a copy of the documents at the City of Sammamish Administration office noted below Monday through Friday between the hours of 8:00 am to 4:00 pm.
4. Sealed Proposals should be mailed or hand delivered to:

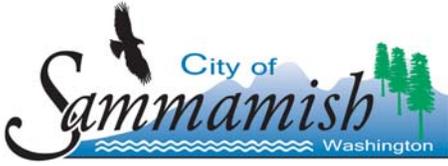
City of Sammamish
DOCK DEMO AND REMOVAL PROPOSAL- PARKS
801 228th Ave SE
Sammamish, WA 98075

5. Proposals must be received **before 2:00 p.m. on Wednesday, September 17, 2008** in order to be considered. Late bids will not be opened. Please limit proposals to no more than ten pages.
6. Agreement forms: The following forms are to be executed and the following Certificates of Insurance are to be provided after the Contract is awarded and prior to Notice to Proceed.
 - a. Contract Agreement
 - b. Tax Identification Number
 - c. Payment and Performance Bond
 - d. Certificate of Insurance
 - e. Certificate of Builder's Risk "All Risk" Insurance
 - f. City Business License
 - g. Intent to Pay Prevailing Wages

7. Site Visit: The City strongly recommends a Site Visit to assess the work listed within the Scope of Work. However, the site visit shall be at the Contractor's discretion. Pine Lake Park is open to the public sunrise to sunset 7 days a week.
8. Schedules: Upon acceptance of the contract by City Council on October 7, 2008, the contractor shall commence within 14 calendar days from the Notice to Proceed. All work shall be complete within 30 calendar days from the Notice to Proceed. Failure to complete the project in the allotted time period will be subject to WSDOT Standard Specifications Section 1-08.9, Liquidated Damages.
9. Insurance: The awarded Contractor shall provide evidence of insurance of the types and limits described in the attached sample contract document. This includes Workers' Compensation, Liability, and Property Damage Insurance. The City of Sammamish shall be named as an additional insured on each policy. If you plan to request an exception to the insurance requirements, include your request with your quotation.
10. Prevailing Wages: This project is subject to payment of prevailing wages pursuant to RCW 39.12.020. The Contractor, and any and all Sub-contractors, shall comply with all provisions of RCW 39.12. The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City of Sammamish.
11. Payment: Payment shall be made in one lump sum upon final acceptance.

Questions concerning the request for proposal should be directed to Mark Vysoky, Parks Project Manager, phone(425) 295-0582 or e-mail mvysoy@ci.sammamish.wa.us

The City of Sammamish is an Equal Opportunity Employer.



CITY COUNCIL AGENDA BILL

Subject:

Resolution declaring two fire vehicles surplus so that Eastside Fire & Rescue may dispose of the vehicles in a manner prescribed in state law.

Meeting Date: October 21, 2008

Date Submitted: October 16, 2008

Originating Department: Administrative Services

Action Required:

Adoption of Resolution

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Resolution
2. List of Sammamish EF&R Vehicles

Budgeted Amount: NA

Summary Statement:

This is a Resolution declaring two Fire Vehicles surplus so that they may be disposed of in a manner prescribed in state law.

Background:

The City of Sammamish is a partner in Eastside Fire and Rescue (EF&R). The EF&R Board of Directors have established an Equipment Replacement Fund and an Equipment Replacement Plan which calls for periodically updating fire service vehicles.

While vehicles are used and maintained by EF&R, partner Cities and Fire Districts retain ownership of the vehicles. Certificates of Ownership for all Sammamish's fire service vehicles are filed with our City Clerk's Office. See attached.

Financial Impact:

NA

Recommended Motion:

Move to adopt Resolution declaring two fire vehicles surplus so that Eastside Fire & Rescue may dispose of the vehicles in a manner prescribed in state law.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2008-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL
DECLARING TWO FIRE VEHICLES SURPLUS**

WHEREAS, The City of Sammamish is a partner in Eastside Fire & Rescue; and

WHEREAS, the Eastside Fire & Rescue Board of Directors have established an Equipment Replacement Fund and Equipment Replacement Plan for Eastside Fire & Rescue; and

WHEREAS, the Equipment Replacement Plan calls for the replacement of two vehicles owned by the City of Sammamish in 2008;

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

EF&R Vehicle #1821 1998 Ford Explorer, License # 26716C, VIN # 1FMZU34X7WZB41071 shall be disposed of in a manner prescribed in state law and replaced by EF&R Vehicle #1837 2008 Ford Escape Hybrid, License # 77529C, VIN # 1FMCU59H18KA80315.

EF&R Vehicle # 9803 1992 Seagrave 100' Aerial, License # 25553C, VIN # 1F9FW38J8NCST2197 shall be disposed of in a manner prescribed in state law and replaced by EF&R Vehicle # 9809 2004 E-One Pumper Boom, License # 77014C, VIN # 4ENGABA8231007140.

**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:
Passed by the Council:
Resolution No:

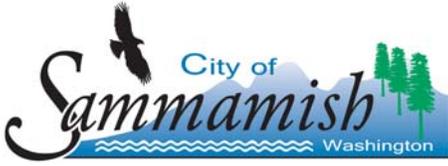
Exhibit 2

Updated 10-15-2008

SAMMAMISH EF&R VEHICLES
INCORPORATION OF THE CITY TO PRESENT

EF&R # Original Vehicles	Make/Model	Year	License	VIN #	Assignment 2000	Surplus/Date Replaced by EFR #	Sammamish Cert of Ownership	Assignment 2008
1815	Ford E-350 Van	1993	25559C	1FBHE31G1PHA80622	Command Unit B-71 Issaquah	Surplused (11/13/03)02/11/03 / 1831	NA	Command Unit B-71 Issaquah
1821	Ford Explorer	1998	26716C	1FMZU34X7WZB41071	Staff Unit	Surplused (8/10/2008) 1837	Yes	Staff Unit Asst. FM
1828	Chevrolet Tahoe	1999	47725C	1GNEK13RXXR153644	Staff Unit		Yes	Staff Unit D/C Murphy
5806	Ford F-350	1993	25560C	2FDJF37M8PCA94866	Facilities Maintenance		Yes	Facilities Maintenance
6806	Kenworth	2002	33235D	2NKMHZ8X82M883740	Rescue-73 Issaquah		Yes	Rescue-85 Carnation
7824	Ford Road Rescue	1999	49646C	1FDWF36F7XED33522	Aid-88 Wilderness Rim		Yes	Aid-88 Wilderness Rim
7825	Ford Road Rescue	1999	49046C	1FDXE40FXXHB40656	Aid-78 Coalfield		Yes	Aid-78 Coalfield
7827	Ford Road Rescue	1999	53311C	1FDXE40F5XHC10726	Aid-83 Sammamish		Yes	Aid-83 Sammamish
7829	Ford Road Rescue	2000	49668C	1FDWF36F1YEA35596	Aid-79 May Valley		Yes	Aid-79 May Valley
7832	Ford Road Rescue	1999	53314C	1FDXE40F9XHC23012	Aid-81 Sammamish		Yes	Aid-81 Sammamish
8812	Seagrave Pumper	1987	03256C	1F9EW28H8HCST2059	E-72-A Issaquah	Surplused(05/19/05) 06/18/02 / 8814 / 8837	NA	E-79 May Valley
8813	Seagrave Pumper	1988	05230C	1F9EW28H6JCST2034	E-72-B Issaquah	Surplused (05/19/05)12/14/04/ 8836	NA	E-74 Preston
8819	Seagrave Pumper	1991	17206C	1F9EW28J3MCST2094	E-82 Sammamish		Yes	E-75 Sunset
8827	Seagrave Pumper	1995	30704C	1F9EO28J7SCST2033	E-87 North Bend		Yes	Replacement Engine
9806	E-One Pumper/Boom	2001	33232D	4EN3AAA8111003652	E-87 North Bend		Yes	E-87 North Bend
9807	E-One Pumper/Boom	2001	33233D	4EN3AAA8711003655	E-85 Carnation		Yes	E-85 Carnation
9803	Seagrave 100' Aerial	1992	25553C	1F9FW38J8NCST2197	T-77 Issaquah	Surplused (9-9-2008) 9809	Yes	T-77 Issaquah

EF&R # Replace Vehicles	Make/Model	Year	License	VIN #				
1831	Chevrolet Suburban	2003	36042D	3GNGK26G33G229837			Yes	Command Unit B-71 Issaquah
8836	E-One Pumper	2004	69683C	4EN6AAA8141008559			Yes	E-74 Preston
8837	E-One Pumper	2004	72621C	4EN6AAA8X41008558			Yes	E79 May Valley
9809	E-One Pumper/Boom	2004	77014C	4ENGABA8231007140			Yes	T-77 Issaquah
1837	Ford Escape Hybrid	2008	77529C	1FMCU59H18KA80315			Yes	Staff Unit



CITY COUNCIL AGENDA BILL

Subject:

First Reading of an Ordinance granting NE Sammamish Sewer & Water District a Non-Exclusive Franchise Agreement

Meeting Date: October 21, 2008

Date Submitted: October 16, 2008

Originating Department: Administrative Services

Action Required:

First Reading of the Ordinance granting NE Sammamish Sewer & Water District a Non-Exclusive Franchise Agreement. No action required

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Ordinance

Budgeted Amount: NA

Summary Statement:

This is the First reading of an Ordinance granting NE Sammamish Sewer & Water District a Non-Exclusive Franchise Agreement.

Background:

The City of Sammamish is served by two sewer and water districts. The City is offering the two districts identical franchise agreements.

The proposed agreements include

Term of the Agreement – The Franchise will be for five years and automatically renew for three additional five-year periods (total of 20 years) unless either party requests to renegotiate the Franchise at least sixty days prior to the expiration date of each five-year term.

Right-of-Way Management – The Franchise regulates work by the District in the City’s right-of-way and gives the City authority to address dangerous conditions caused by construction or maintenance of District facilities within the right-of-way..

Relocation of District Facilities for City Construction Projects – The Franchise establishes financial responsibility for relocating District facilities as part of a City project. The District agrees to relocate their facilities without cost to the City provided the facilities were constructed or reconstructed over 5 years ago.

Planning Coordination – The Franchise establishes a framework for coordination of growth management, system development, and emergency operations between the City and the District.

Financial Impact:

NA

Recommended Motion:

First Reading of the Ordinance granting NE Sammamish Sewer & Water District a Non-Exclusive Franchise Agreement. No action recommended.

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
GRANTING THE NE SAMMAMISH SEWER & WATER DISTRICT A
NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN,
OPERATE, REPLACE AND REPAIR A WATER AND SEWER SYSTEM
WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SAMMAMISH,
WASHINGTON.**

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service;” and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the City of Sammamish to grant a non-exclusive franchise to the NE Sammamish Sewer & Water District for the operation of a water and sewer system within the City right-of-way; NOW, THEREFORE,

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

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. **City:** The City of Sammamish, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. **Days:** Calendar days.
 - 1.3. **Director:** The City Manager or designee.
 - 1.4. **District:** The NE Sammamish Sewer & Water District, a municipal corporation organized under RCW 57.
 - 1.5. **Facilities:** All pipes, access ways, pump stations, storage facilities, equipment, manholes, valves, connections, appurtenances and supporting structures, located in

the City's right-of-way, utilized by the District in the operation of activities authorized by this Ordinance.

- 1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and District operating under this agreement.
- 1.7. Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.8. Person: An entity or natural person.
- 1.9. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Sammamish.

2. **Franchise Granted.**

- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to the District, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.
- 2.2. This Franchise shall grant the District the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a water and sewer system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Sammamish, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.
- 2.3. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such Franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description, subject to the provisions of Section 5 herein.

3. **Franchise Term.** The term of the Franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2013 (5 years). This Franchise will automatically renew for three additional five-year periods (total of 20 years) unless either party requests in writing to renegotiate the Franchise at least sixty days prior to the expiration date of each five-year term.

4. **City Ordinances and Regulations.**

- 4.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of the District located within the City right-of-way. The District shall promptly conform with all such regulations, unless compliance would cause the District to violate other requirements of law.

5. Right-of-Way Management.

5.1. Applications for work in the City Right-of-Way

- 5.1.1. All applications for work in the City's Right-of-Way will be processed according to the Permitting Authority's Right-of-Way Application Process.

5.2. Safety.

- 5.2.1. The District, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.
- 5.2.2. All of the District's facilities in the right-of-way shall be constructed and maintained in a safe and operational condition including any utility trenching and associated pavement patching.

5.3. Dangerous Conditions, Authority for City to Abate.

- 5.3.1. Whenever Facilities or the operations of the District cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining right-of-way, public or private property, the Director may direct the District, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.
- 5.3.2. In the event the District fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the District shall be responsible to reimburse the City for its costs.
- 5.3.3. At any time during the term of this Franchise, if a District Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify the District of the deficiency and the District agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

- 5.3.4. For purposes of this Section, “street” shall mean all City owned improvements within a Franchise Area right-of-way, include, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

6. Relocation of System Facilities.

- 6.1. The District agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City to facilitate the completion of or as a result of a public project, provided that the District shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed.
 - 6.1.1. All Facilities utilized for providing water and sewer service within the District’s service area and within the right-of-way shall be considered owned, operated and maintained by the District.
 - 6.1.2. If the City determines that a public project necessitates the relocation of the District's existing facilities, the City shall:
 - 6.1.2.1. As soon as possible prior to commencing construction of such project, provide District with written notice requiring such relocation; and
 - 6.1.2.2. Provide the District with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent location for the District's facilities (location proposed is assumed to be very general and will be up to the District to determine the feasibility of said location).
 - 6.1.2.3. After receipt of such notice and such plans and specifications, the District shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to the City commencing construction of the project.
 - 6.1.3. The District may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the District in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by the City, the District shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the District full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the District shall relocate its facilities as provided in this Section.
 - 6.1.4. If the City requires the relocation of Facilities within five (5) years of their installation or the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation.
 - 6.1.5. When any Person, other than the City, requires the relocation of the District's Facilities to accommodate the work of facilities of such Person, the District shall have the right as a condition of such relocation to require such Person to make

payment to the District at a time and upon reasonable terms acceptable to the District for all reasonable costs, fees and expenses incurred by the District in the relocation of the District's Facilities, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.

- 6.2. District's Maps and Records. As a condition of this Franchise, upon request from the City, and without charge to the City, the District agrees to provide the City with all requested as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100') relating to a specific City project. The District shall endeavor to provide maps in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by the District, provided that such information is in the District's possession or can be reasonably developed from the information in the District's possession at reasonable expense. This information shall be provided within five working days and shall be updated upon reasonable request by the City.
- 6.3. Vacation of Right-of-way. If at any time the City shall vacate a street or Right-of-way or other City property which is then used for utility purposes pursuant to the rights granted by this Franchise to the District, the City will reserve at no cost to the District a continuing grant of easement to the District in accordance with the District's then-current standards and specifications for easements and the construction, repair, operation, replacement and maintenance of its existing or future Facilities located within such vacated street or Right-of-way.

7. Planning Coordination.

- 7.1. Growth Management. The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:
 - 7.1.1. For the District's service within the City limits, the District will provide information relevant to the City's development of the Comprehensive Plan Capital Facilities Plan Element to assist the City in complying with the requirements described in RCW 36.70A.070(3), provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession
 - 7.1.2. The District will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to the District's operations and is updated to ensure its continued relevance at reasonable intervals.
 - 7.1.3. The District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
 - 7.1.4. The District will update information provided to the City under this Section whenever there are major changes in the District's system plans for Sammamish.

- 7.1.5. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of its Comprehensive Water System Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.
 - 7.2. **System Development Information.** The District will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:
 - 7.2.1. By February 1st of each year, District shall provide the City Manager or designee with a schedule of its planned capital improvements, which may affect the right of way for that year;
 - 7.2.2. By September 1 of each year, the City shall provide the District General Manager or designee an updated version of the City's Capital Improvement Plan and 6-Year Transportation Plan.
 - 7.2.3. The District shall meet with the City, other franchisees and users of the right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and
 - 7.2.4. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
 - 7.3. **Emergency Operations.** The City and District agree to cooperate in the planning and implementation of emergency operations response procedures.
8. **Indemnification.**
- 8.1. District hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by District's own employees to which District might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of District, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the acts or omissions of District, its agents, servants, officers or employees except to the extent any claims for injuries and damages are caused by the negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, District shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.
 - 8.2. Inspection or acceptance by the City of any work performed by District at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims

that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

- 8.3. In the event District refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and District's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of District, then District shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.

9. **Insurance.**

- 9.1. District shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to District, its agents or employees. A combination of self-insurance and excess liability insurance may be utilized by District. District shall provide to the City an insurance certificate and proof of self-insurance, if applicable, evidencing the required insurance and a copy of the additional insured endorsements, for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Franchise, and such insurance shall evidence the following required insurance:
- 9.1.1. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$2,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- 9.1.2. Commercial General Liability insurance policy, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance excluding liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under District's Commercial General Liability insurance policy.
- 9.1.3. Excess Liability in an amount of \$5,000,000 each occurrence and \$5,000,000 aggregate limit. The City shall be named as an additional insured on the Excess Liability insurance policy.
- 9.2. Payment of deductible or self-insured retention shall be the sole responsibility of District.
- 9.3. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the

insurer's liability. District's insurance shall be primary. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of District's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

10. **Enforcement.**

- 10.1. In addition to all other rights and powers retained by the City under this Franchise, the City reserves the right to revoke and terminate this Franchise and all rights and privileges of the District in the event of a substantial violation or breach of its terms and conditions.
- 10.2. A substantial violation or breach by the District shall include, but shall not be limited to, the following:
 - 10.2.1. An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
 - 10.2.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the system customers or upon the City;
 - 10.2.3. Failure to provide the services specified in the Franchise;
 - 10.2.4. Misrepresentation of material fact during negotiations relating to this Franchise or the implementation thereof;
 - 10.2.5. A continuous and willful pattern of grossly inadequate service;
 - 10.2.6. An uncured failure to pay fees associated with this Franchise
- 10.3. No violation or breach shall occur which is without fault of the District or the City, or which is as a result of circumstances beyond the District's or the City's reasonable control. Neither the District, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond the District's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage or vandalism or malicious mischief by its employees or agents. The District, or the City, shall bear the burden of proof in establishing the existence of such conditions.
- 10.4. Except in the case of termination pursuant to Paragraph 9.2.4. of this Section, prior to any termination or revocation, the City, or the District, shall provide the other with detailed written notice of any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end

- of said 60-day period, the City or the District reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.
- 10.5. The City may, in its discretion, provide an additional opportunity for the District to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.
- 10.6. Any District violation existing for a period greater than 30 days may be remedied by the City at the District's expense.
11. **Survival.** All of the provisions, conditions and requirements of Sections 5.1 Dangerous Conditions, Authority For City To Abate, 5.2 Relocation Of System Facilities, and 7 Indemnification, of this Franchise shall be in addition to any and all other obligations and liabilities the District may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to the District for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the District and all privileges, as well as all obligations and liabilities of the District shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the District is named herein.
12. **Severability.** If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise Ordinance. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.
13. **Assignment.** This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. This paragraph shall not act to require City approval of any District action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:
- | | |
|-------------------------------------|------------------------------|
| District Manager | City Manager |
| NE Sammamish Sewer & Water District | City of Sammamish |
| 3600 Sahalee Way | 801 228 th Ave SE |
| Sammamish, WA 98074 | Sammamish, WA 98075 |
| Phone: (425) 868-1144 | Phone: (425) 295-0510 |
| Fax: (425) 868-4005 | Fax: (425) 295-0600 |

- 15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
- 16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.
- 17. **Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
- 18. **Favored Nation Status.** The Parties agree that if the City enters into a franchise or other agreement with another Person or municipal entity after the date of this franchise, and any term or condition of such franchise or agreement is more favorable than the terms and conditions contained in this Franchise, the same terms and conditions shall be offered to the District with the same effective date.
- 19. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District set forth in this ordinance. The District shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District in this ordinance.
- 20. **Effective Date.** This ordinance shall take effect and be in full force five day after publication.

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

 Mayor Lee Felling

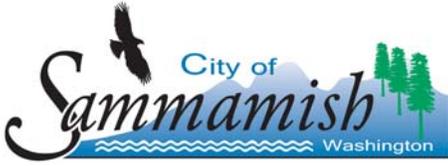
ATTEST:

APPROVED AS TO FORM:

 City Clerk

 City Attorney

Filed with the City Clerk: October 17, 2008
First Reading: October 17, 2008
Passed by the City Council:
Date of Publication:
Effective Date:



CITY COUNCIL AGENDA BILL

Subject:

First Reading of an Ordinance granting Sammamish Plateau Water and Sewer District a Non-Exclusive Franchise Agreement

Meeting Date: October 21, 2008

Date Submitted: October 16, 2008

Originating Department: Administrative Services

Action Required:

First Reading of the Ordinance granting Sammamish Plateau Water and Sewer District a Non-Exclusive Franchise Agreement. No action required

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Ordinance

Budgeted Amount: NA

Summary Statement:

This is the First reading of an Ordinance granting Sammamish Plateau Water and Sewer District a Non-Exclusive Franchise Agreement.

Background:

The City of Sammamish is served by two water and sewer districts. The City is offering the two districts identical franchise agreements.

The proposed agreements include

Term of the Agreement – The Franchise will be for five years and automatically renew for three additional five-year periods (total of 20 years) unless either party requests to renegotiate the Franchise at least sixty days prior to the expiration date of each five-year term.

Right-of-Way Management – The Franchise regulates work by the District in the City’s right-of-way and gives the City authority to address dangerous conditions caused by construction or maintenance of District facilities within the right-of-way..

Relocation of District Facilities for City Construction Projects – The Franchise establishes financial responsibility for relocating District facilities as part of a City project. The District agrees to relocate their facilities without cost to the City provided the facilities were constructed or reconstructed over 5 years ago.

Planning Coordination – The Franchise establishes a framework for coordination of growth management, system development, and emergency operations between the City and the District.

Financial Impact:

NA

Recommended Motion:

First Reading of the Ordinance granting Sammamish Plateau Water and Sewer District a Non-Exclusive Franchise Agreement. No motion recommended.

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
GRANTING THE **SAMMAMISH PLATEAU WATER & SEWER
DISTRICT** A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT,
MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER AND
SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY
OF SAMMAMISH, WASHINGTON.**

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service;” and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the City of Sammamish to grant a non-exclusive franchise to the Sammamish Plateau Water & Sewer District for the operation of a water and sewer system within the City right-of-way; NOW, THEREFORE,

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

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. **City:** The City of Sammamish, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. **Days:** Calendar days.
 - 1.3. **Director:** The City Manager or designee.
 - 1.4. **District:** The Sammamish Plateau Water & Sewer District, a municipal corporation organized under RCW 57.
 - 1.5. **Facilities:** All pipes, access ways, pump stations, storage facilities, equipment, manholes, valves, connections, appurtenances and supporting structures, located in

the City's right-of-way, utilized by the District in the operation of activities authorized by this Ordinance.

- 1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and District operating under this agreement.
- 1.7. Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.8. Person: An entity or natural person.
- 1.9. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Sammamish.

2. **Franchise Granted.**

- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to the District, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.
- 2.2. This Franchise shall grant the District the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a water and sewer system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Sammamish, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.
- 2.3. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such Franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description, subject to the provisions of Section 5 herein.

3. **Franchise Term.** The term of the Franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2013 (5 years). This Franchise will automatically renew for three additional five-year periods (total of 20 years) unless either party requests in writing to renegotiate the Franchise at least sixty days prior to the expiration date of each five-year term.

4. **City Ordinances and Regulations.**

- 4.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of the District located within the City right-of-way. The District shall promptly conform with all such regulations, unless compliance would cause the District to violate other requirements of law.

5. Right-of-Way Management.

5.1. Applications for work in the City Right-of-Way

- 5.1.1. All applications for work in the City's Right-of-Way will be processed according to the Permitting Authority's Right-of-Way Application Process.

5.2. Safety.

- 5.2.1. The District, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.
- 5.2.2. All of the District's facilities in the right-of-way shall be constructed and maintained in a safe and operational condition including any utility trenching and associated pavement patching.

5.3. Dangerous Conditions, Authority for City to Abate.

- 5.3.1. Whenever Facilities or the operations of the District cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining right-of-way, public or private property, the Director may direct the District, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.
- 5.3.2. In the event the District fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the District shall be responsible to reimburse the City for its costs.
- 5.3.3. At any time during the term of this Franchise, if a District Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify the District of the deficiency and the District agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

- 5.3.4. For purposes of this Section, “street” shall mean all City owned improvements within a Franchise Area right-of-way, include, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

6. Relocation of System Facilities.

- 6.1. The District agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City to facilitate the completion of or as a result of a public project, provided that the District shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed.
- 6.1.1. All Facilities utilized for providing water and sewer service within the District’s service area and within the right-of-way shall be considered owned, operated and maintained by the District.
- 6.1.2. If the City determines that a public project necessitates the relocation of the District's existing facilities, the City shall:
- 6.1.2.1. As soon as possible prior to commencing construction of such project, provide District with written notice requiring such relocation; and
- 6.1.2.2. Provide the District with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent location for the District's facilities (location proposed is assumed to be very general and will be up to the District to determine the feasibility of said location).
- 6.1.2.3. After receipt of such notice and such plans and specifications, the District shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to the City commencing construction of the project.
- 6.1.3. The District may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the District in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by the City, the District shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the District full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the District shall relocate its facilities as provided in this Section.
- 6.1.4. If the City requires the relocation of Facilities within five (5) years of their installation or the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation.
- 6.1.5. When any Person, other than the City, requires the relocation of the District's Facilities to accommodate the work of facilities of such Person, the District shall have the right as a condition of such relocation to require such Person to make

payment to the District at a time and upon reasonable terms acceptable to the District for all reasonable costs, fees and expenses incurred by the District in the relocation of the District's Facilities, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.

- 6.2. District's Maps and Records. As a condition of this Franchise, upon request from the City, and without charge to the City, the District agrees to provide the City with all requested as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100') relating to a specific City project. The District shall endeavor to provide maps in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by the District, provided that such information is in the District's possession or can be reasonably developed from the information in the District's possession at reasonable expense. This information shall be provided within five working days and shall be updated upon reasonable request by the City.
- 6.3. Vacation of Right-of-way. If at any time the City shall vacate a street or Right-of-way or other City property which is then used for utility purposes pursuant to the rights granted by this Franchise to the District, the City will reserve at no cost to the District a continuing grant of easement to the District in accordance with the District's then-current standards and specifications for easements and the construction, repair, operation, replacement and maintenance of its existing or future Facilities located within such vacated street or Right-of-way.

7. Planning Coordination.

- 7.1. Growth Management. The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:
 - 7.1.1. For the District's service within the City limits, the District will provide information relevant to the City's development of the Comprehensive Plan Capital Facilities Plan Element to assist the City in complying with the requirements described in RCW 36.70A.070(3), provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession
 - 7.1.2. The District will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to the District's operations and is updated to ensure its continued relevance at reasonable intervals.
 - 7.1.3. The District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
 - 7.1.4. The District will update information provided to the City under this Section whenever there are major changes in the District's system plans for Sammamish.

- 7.1.5. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of its Comprehensive Water System Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.
- 7.2. **System Development Information.** The District will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:
 - 7.2.1. By February 1st of each year, District shall provide the City Manager or designee with a schedule of its planned capital improvements, which may affect the right of way for that year;
 - 7.2.2. By September 1 of each year, the City shall provide the District General Manager or designee an updated version of the City's Capital Improvement Plan and 6-Year Transportation Plan.
 - 7.2.3. The District shall meet with the City, other franchisees and users of the right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and
 - 7.2.4. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
- 7.3. **Emergency Operations.** The City and District agree to cooperate in the planning and implementation of emergency operations response procedures.
8. **Indemnification.**
 - 8.1. District hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by District's own employees to which District might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of District, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the acts or omissions of District, its agents, servants, officers or employees except to the extent any claims for injuries and damages are caused by the negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, District shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.
 - 8.2. Inspection or acceptance by the City of any work performed by District at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims

that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

- 8.3. In the event District refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and District's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of District, then District shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.

9. **Insurance.**

- 9.1. District shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to District, its agents or employees. A combination of self-insurance and excess liability insurance may be utilized by District. District shall provide to the City an insurance certificate and proof of self-insurance, if applicable, evidencing the required insurance and a copy of the additional insured endorsements, for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Franchise, and such insurance shall evidence the following required insurance:
- 9.1.1. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$2,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- 9.1.2. Commercial General Liability insurance policy, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance excluding liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under District's Commercial General Liability insurance policy.
- 9.1.3. Excess Liability in an amount of \$5,000,000 each occurrence and \$5,000,000 aggregate limit. The City shall be named as an additional insured on the Excess Liability insurance policy.
- 9.2. Payment of deductible or self-insured retention shall be the sole responsibility of District.
- 9.3. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the

insurer's liability. District's insurance shall be primary. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of District's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

10. **Enforcement.**

- 10.1. In addition to all other rights and powers retained by the City under this Franchise, the City reserves the right to revoke and terminate this Franchise and all rights and privileges of the District in the event of a substantial violation or breach of its terms and conditions.
- 10.2. A substantial violation or breach by the District shall include, but shall not be limited to, the following:
 - 10.2.1. An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
 - 10.2.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the system customers or upon the City;
 - 10.2.3. Failure to provide the services specified in the Franchise;
 - 10.2.4. Misrepresentation of material fact during negotiations relating to this Franchise or the implementation thereof;
 - 10.2.5. A continuous and willful pattern of grossly inadequate service;
 - 10.2.6. An uncured failure to pay fees associated with this Franchise
- 10.3. No violation or breach shall occur which is without fault of the District or the City, or which is as a result of circumstances beyond the District's or the City's reasonable control. Neither the District, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond the District's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage or vandalism or malicious mischief by its employees or agents. The District, or the City, shall bear the burden of proof in establishing the existence of such conditions.
- 10.4. Except in the case of termination pursuant to Paragraph 9.2.4. of this Section, prior to any termination or revocation, the City, or the District, shall provide the other with detailed written notice of any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end

- of said 60-day period, the City or the District reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.
- 10.5. The City may, in its discretion, provide an additional opportunity for the District to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.
- 10.6. Any District violation existing for a period greater than 30 days may be remedied by the City at the District's expense.
11. **Survival.** All of the provisions, conditions and requirements of Sections 5.1 Dangerous Conditions, Authority For City To Abate, 5.2 Relocation Of System Facilities, and 7 Indemnification, of this Franchise shall be in addition to any and all other obligations and liabilities the District may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to the District for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the District and all privileges, as well as all obligations and liabilities of the District shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the District is named herein.
12. **Severability.** If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise Ordinance. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.
13. **Assignment.** This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. This paragraph shall not act to require City approval of any District action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:
- | | |
|--|------------------------------|
| District Manager | City Manager |
| Sammamish Plateau Water & Sewer District | City of Sammamish |
| 1510 - 228th Ave. S.E. | 801 228 th Ave SE |
| Sammamish, WA 98075 | Sammamish, WA 98075 |
| Phone: (425) 392-4931 | Phone: (425) 295-0510 |

Fax: (425) 391-5389

Fax: (425) 295-0600

- 15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
- 16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.
- 17. **Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
- 18. **Favored Nation Status.** The Parties agree that if the City enters into a franchise or other agreement with another Person or municipal entity after the date of this franchise, and any term or condition of such franchise or agreement is more favorable than the terms and conditions contained in this Franchise, the same terms and conditions shall be offered to the District with the same effective date.
- 19. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District set forth in this ordinance. The District shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District in this ordinance.
- 20. **Effective Date.** This ordinance shall take effect and be in full force five day after publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF ____ 2008.

CITY OF SAMMAMISH

Mayor Lee Felling

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Filed with the City Clerk: October 17, 2008
First Reading: October 21, 2008
Passed by the City Council:
Date of Publication:
Effective Date:



CITY COUNCIL AGENDA BILL

Subject:

Resolution accepting the 10% annexation petition from the Camden Park, Devereux and Trails at Camden Park neighborhoods

Meeting Date: October 21, 2008

Date Submitted: October 16, 2008

Originating Department: Community Development

Clearances:

City Manager Police

Public Works Fire

Building/Planning Attorney

Action Required:

Consider and approve resolution

Exhibits:

1. Resolution
2. Map
3. 10% Annexation Petition

Budgeted Amount: N/A

Summary Statement:

This resolution accepts the proposed annexation at the 10% stage and authorizes the initiating parties to circulate a 60% annexation petition, subject to the conditions set forth to add the additional areas and related to annexation petition language.

Background:

On August 28th, 2008 the City received the attached annexation petition from the Camden Park Homeowners Association (HOA). The purpose of the petition is to initiate the process for annexation of the Camden Park Potential Annexation Area (PAA) into the City of Sammamish.

The HOA is using the Direct Petition Method for Annexation ("60% petition") where annexation is initiated by filing two separate petitions with the city. This first petition is signed by owners of property representing not less than 10% of the assessed value of the property in the area proposed to be annexed. This filing notifies the city of the residents' intent to commence annexation proceedings. The second petition would be filed at the 60% support level.

A review of existing infrastructure for the four scenarios was conducted by the Public Works Department. No unusual facility maintenance costs are associated with any of the scenarios, assuming the existing conditions are maintained, and substandard private facilities currently in place remain private upon annexation to the City. Annexation of the area would allow development of streets and other infrastructure to city standards, and collection of impact fees from development in the area.

Next Steps

- If the resolution is adopted, a second petition must then be signed by the owners of properties representing not less than 60% of the assessed valuation of the area proposed to be annexed.
- A public hearing will be held, and the City Council would then accept or reject the 60% petition.
- If accepted, the petition will subsequently be submitted to the Boundary Review Board (BRB).
- After BRB review, the annexation is finalized by the adoption of a City Council ordinance.

Recommended Motion:

Adopt the resolution

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-__**

A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL ACCEPTING THE PROPOSED ANNEXATION OF CAMDEN PARK, CAMDEN PARK ESTATES, DEVEREAUX AND THE TRAILS AT CAMDEN PARK NEIGHBORHOODS AND ADDITIONAL ADJACENT AREAS TO THE NORTH

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

WHEREAS, on August 28, 2008, residents of the Camden Park, Camden Park Estates, Devereux and the Trails at Camden Park neighborhoods notified the City of their intent to commence annexation proceedings, by submitting a letter (a copy of which is attached to this Resolution as Exhibit C and is incorporated herein by this reference) with the signatures of the owners of not less than ten percent in value of the proposed annexation area; and

WHEREAS, these areas are contiguous, and are located in unincorporated King County just east of 244th Ave NE between approximately NE 20th St and NE 25th St in a Potential Annexation Area (PAA) adopted by the City Council in 2006 and 2007; and

WHEREAS, on April 21, 2008 the City Council adopted Ordinances 2008-228 and –229, which adopted contingent comprehensive plan land use and zoning designations for such PAAs to be effective upon their annexation; and

WHEREAS, city staff and the annexation proponents support modifying the Urban Growth Area (UGA) and to add the six (6) existing Camden Park Estate lots just east of the proposed annexation area; and

WHEREAS, modification of the UGA boundary to include the six lots in Camden Park Estates was approved by the County Council on October 6th, 2008; and

WHEREAS, modifying the proposed annexation area to include the area to the north up to the Urban Growth Area boundary at approximately NE 31st St would create a more logical annexation area; and

WHEREAS, on October 21, 2008, the City Council met with the initiating parties as part of the regular City Council meeting and considered this annexation resolution; and

WHEREAS, the Sammamish City Council desires to accept the proposed annexation and authorize the initiating parties to circulate an annexation 60% petition with certain conditions,

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

Section 1. Acceptance of Annexation. The Sammamish City Council accepts the proposed annexation and authorizes the initiating parties to circulate a 60% annexation petition, subject to the conditions set forth in Section 2 below.

Section 2. Conditions to Acceptance of Annexation. The initiating parties shall: (a) geographically modify the proposed annexation area as depicted on the map attached to this Resolution as Exhibit B and incorporated herein by this reference; and (b) shall include in the annexation petition a statement that petition signers consent to the assumption of the proposed annexation area's pro-rata share of existing city indebtedness, if any.

Section 3. Effective Date. This resolution is effective immediately upon adoption.

Section 4. 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 Ordinance or its application to other persons or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF OCTOBER, 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:
Passed by the City Council:
Resolution Number

August 28, 2008

Mr. Kamuron Gurol
Director – Community Development
City of Sammamish
801 228th Avenue SE
Sammamish, Washington 98075

**RE: REFRESH OF ANNEXATION PETITION AT 10% PARTICIPATION
LEVEL FOR INITIATING ANNEXATION OF THE CAMDEN PARK PAA**

Dear Mr. Gurol:

As I had mentioned in previous correspondence and in our early July meeting, Camden Park had intended to refresh its petition of November 2006 and deliver these results to the City of Sammamish by August 30, 2008. We will continue to follow the timeline that we had previously communicated in earlier correspondence.

Over the past few months, we have increased the communication and coordination between ourselves and our two neighboring HOAs; Devereux and Trails at Camden Park. As a result, I am pleased to enclose original petition pages on behalf of the entire PAA and from all three neighborhoods. In each case, the 10% criterion has been satisfied.

These petition pages include signatures of:

- Six (6) homeowners in Camden Park / Camden Park Estates, representing 12.7% of the 47 lots currently within the UGB and eligible for annexation.
- Two (2) homeowners in Devereux, representing 20% of the 10 lots in this neighborhood.
- Three (3) homeowners in Trails at Camden Park, representing 11.5% of the 26 lots in this neighborhood.

As we understand it, the submission of the 10% petition initiates a 60-day time window for the City to provide a written response. We look forward to receiving the City's response on or before October 30, 2008.

If you have any questions on this submission, please don't hesitate to contact me. Otherwise, we continue to look forward to working with the City of Sammamish on this endeavor.

Sincerely,

A handwritten signature in black ink that reads "Christopher Toombs". The signature is written in a cursive, flowing style.

Christopher Toombs
Chair, Camden Park Annexation Committee
on behalf of the Camden Park Homeowners Association

cc: Linda Guerrette, Devereux HOA
Kelly Dillingham, Trails at Camden Park HOA



PETITION FORM FOR PROPERTY OWNERS

Annexation Name: CAMDEN PARK / CAMDEN PARK ESTATES
"CAMDEN PARK PAA"

Instructions

1. All signatures on this petition must be the person's true name.
2. Do not sign more than one of these petitions.
3. Signatures must be in blue or black ink.
4. Only property owners (as shown by county records) may sign.
5. If a property is owned by more than one person, only one owner needs to sign but both may sign. Mortgage lenders do not need to sign.
6. Where real estate contracts are involved, only the purchaser needs to sign as long as the contract is recorded with the county; otherwise, only the contract seller is authorized to sign.
7. If a property is owned by a corporation, only a corporate officer who is explicitly authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign.
8. If you own multiple parcels of property within the proposed annexation area you only need to sign once.

Declaration

I/We, the undersigned, being the owners of real property lying contiguous to the City of Sammamish, Washington known as the CAMDEN PARK PAA Annexation do hereby petition that such territory be annexed to and made a part of the City of Sammamish. Attached to this petition is a diagram which outlines the boundaries of the proposed annexation.

1)
 NAME (Print): CHRISTOPHER TOOMBS 8/19/2008
 SIGNATURE: *Christopher Toombs* DATE:
 ADDRESS: 2220 247th Court NE
 PROPERTY DESCRIPTION: 1311030370
 (Ten-digit tax lot number or subdivision and lot number)

2)
 NAME (Print): Philip Kang
 SIGNATURE: *Philip Kang* DATE: 8-19-08
 ADDRESS: 2250 246th PL NE, Sammamish, WA 98074
 PROPERTY DESCRIPTION: 1311030470
 (Ten-digit tax lot number or subdivision and lot number)

3)
 NAME (Print): MARTIN HOYENKATTER 8-19-08
 SIGNATURE: *[Signature]* DATE:
 ADDRESS: 24609 NE 22nd St Sammamish
 PROPERTY DESCRIPTION: 1311030080
 (Ten-digit tax lot number or subdivision and lot number)

4)
 NAME (Print): ANTHONY BOETRAGER 8-19-08
 SIGNATURE: *[Signature]* DATE:
 ADDRESS: 2213-247th Court NE, Sammamish
 PROPERTY DESCRIPTION: 1311030390
 (Ten-digit tax lot number or subdivision and lot number)

5)
 NAME (Print): BRANDON DIXON 8-19-08
 SIGNATURE: *[Signature]* DATE:
 ADDRESS: 2036 247th Pl. NE
 PROPERTY DESCRIPTION: 1311030330
 (Ten-digit tax lot number or subdivision and lot number)

6)
 NAME (Print): PETER OOSTERHOF 8-19-08
 SIGNATURE: *[Signature]* DATE:
 ADDRESS: 24826 NE 20th St.
 PROPERTY DESCRIPTION: 1311030270
 (Ten-digit tax lot number or subdivision and lot number)

7)
 NAME (Print):
 SIGNATURE: DATE:
 ADDRESS:
 PROPERTY DESCRIPTION:
 (Ten-digit tax lot number or subdivision and lot number)

8)
 NAME (Print):
 SIGNATURE: DATE:
 ADDRESS:
 PROPERTY DESCRIPTION:
 (Ten-digit tax lot number or subdivision and lot number)

9)
 NAME (Print):
 SIGNATURE: DATE:
 ADDRESS:
 PROPERTY DESCRIPTION:
 (Ten-digit tax lot number or subdivision and lot number)

10)
 NAME (Print):
 SIGNATURE: DATE:
 ADDRESS:
 PROPERTY DESCRIPTION:
 (Ten-digit tax lot number or subdivision and lot number)



PETITION FORM FOR PROPERTY OWNERS

Annexation Name: DEVEREUX
"CAMDEN PARK PAA"

Instructions

1. All signatures on this petition must be the person's true name.
2. Do not sign more than one of these petitions.
3. Signatures must be in blue or black ink.
4. Only property owners (as shown by county records) may sign.
5. If a property is owned by more than one person, only one owner needs to sign but both may sign. Mortgage lenders do not need to sign.
6. Where real estate contracts are involved, only the purchaser needs to sign as long as the contract is recorded with the county; otherwise, only the contract seller is authorized to sign.
7. If a property is owned by a corporation, only a corporate officer who is explicitly authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign.
8. If you own multiple parcels of property within the proposed annexation area you only need to sign once.

Declaration

I/We, the undersigned, being the owners of real property lying contiguous to the City of Sammamish, Washington known as the CAMDEN PARK PAA Annexation do hereby petition that such territory be annexed to and made a part of the City of Sammamish. Attached to this petition is a diagram which outlines the boundaries of the proposed annexation.

1)
 NAME (Print): Linda Guerrette
 SIGNATURE: Linda Guerrette DATE: 8/25/08
 ADDRESS: 2404 244th PL NE Redmond, WA 98074
 PROPERTY DESCRIPTION: 3216000030
 (Ten-digit tax lot number or subdivision and lot number)

2)
 NAME (Print): Julie Chappell
 SIGNATURE: Julie C Chappell DATE: 8/27/08
 ADDRESS: 2416 244th PI NE Redmond, WA 98074
 PROPERTY DESCRIPTION: 321600-0020-00
 (Ten-digit tax lot number or subdivision and lot number)

3)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

4)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

5)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

6)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

7)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

8)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

9)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)

10)
 NAME (Print): _____
 SIGNATURE: _____ DATE: _____
 ADDRESS: _____
 PROPERTY DESCRIPTION: _____
 (Ten-digit tax lot number or subdivision and lot number)



PETITION FORM FOR PROPERTY OWNERS

Annexation Name: TRAILS AT CAMDEN PARK
"CAMDEN PARK PAA"

Instructions

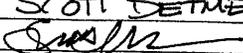
1. All signatures on this petition must be the person's true name.
2. Do not sign more than one of these petitions.
3. Signatures must be in blue or black ink.
4. Only property owners (as shown by county records) may sign.
5. If a property is owned by more than one person, only one owner needs to sign but both may sign. Mortgage lenders do not need to sign.
6. Where real estate contracts are involved, only the purchaser needs to sign as long as the contract is recorded with the county; otherwise, only the contract seller is authorized to sign.
7. If a property is owned by a corporation, only a corporate officer who is explicitly authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign.
8. If you own multiple parcels of property within the proposed annexation area you only need to sign once.

Declaration

I/We, the undersigned, being the owners of real property lying contiguous to the City of Sammamish, Washington known as the CAMDEN PARK PAA Annexation do hereby petition that such territory be annexed to and made a part of the City of Sammamish. Attached to this petition is a diagram which outlines the boundaries of the proposed annexation.

1)
 NAME (Print): Ben + Kelly Dillingham
 SIGNATURE: Kelly K. Dillingham DATE: 8/24/08
 ADDRESS: 2506 248th Terrace NE, Sammamish 98074
 PROPERTY DESCRIPTION: 613450060
 (Ten-digit tax lot number or subdivision and lot number)

2)
 NAME (Print): IOAN KRIGORIANU
 SIGNATURE: [Signature] DATE: 08/24/08
 ADDRESS: 2500 248th Terrace NE, Sammamish 98074
 PROPERTY DESCRIPTION: 613450050
 (Ten-digit tax lot number or subdivision and lot number)

3)
NAME (Print): SCOTT DETMER
SIGNATURE:  DATE: 8/24/08
ADDRESS: 2503 248th PLACE NE, Sammamish 98044
PROPERTY DESCRIPTION: 634500200
(Ten-digit tax lot number or subdivision and lot number)

4)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

5)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

6)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

7)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

8)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

9)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

10)
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)