AGENDA

City Council
Regular Meeting
REVISED

6:30 pm – 10:30 pm
December 16, 2008 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
- Sammamish Youth Board

Executive Session – To Evaluate the Qualifications of Applicants pursuant to RCW 42.30.110(1)(g) *(30 minutes)*

1. A Resolution Of The City Of Sammamish City Council Appointing Four Members To The Park And Recreation Commission.

2. A Resolution Of The City Of Sammamish Washington Appointing One Member To The Sammamish Planning Commission

3. Resolution Of the City of Sammamish Washington Appointing One Member to the Beaver Lake Management District Board

Consent Agenda
Payroll for pay period ending November 30, 2008 for pay date December 5, 2008 in the amount of $219,807.90

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.

4. Approval: Claims for period ending December 16, 2008 in the amount of $1,373,453.17 for check No. 22320 through 22486
5. Approval: 2009/2010 Human Services Grants
6. Contract: Sports Field Maintenance/Northwest Landscaping
7. Contract: Parks Custodial Maintenance Services/ABS
8. Contract: Parks Landscape Maintenance/Total Landscape
9. Contract: Legal Services/Kenyon Disend
10. Interlocal: Lake Monitoring Services/King County
11. Interlocal: Hazardous Waste Grants/King County
12. Resolution: Cities Insurance Association of Washington Membership
13. Interlocal: Cities Insurance Associates of Washington
14. Interlocal: Sammamish Plateau Water & Sewer/NE Sammamish Sewer and Water
15. Amendment: Law Enforcement Interlocal/King county
16. Approval: Minutes of November 4, 2008 Regular Meeting/Study Session
17. Approval: Notes of November 17th Study Session

Public Hearings

18. Ordinance: Second Reading Adding A New Chapter To The Sammamish Municipal Code Relating To The Protection And Preservation Of Landmarks

19. Ordinance: First Reading Amending Section 21A.05 Of The Sammamish Municipal Code To Refine And Clarify Administrative Procedures Related To The Issuance Of Interpretations Of The Development Code, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code For Consistency With Section 21A.05

20. Ordinance: First Reading Amending Titles 16, 20, 21A, And 23 Of The Sammamish Municipal Code

21. Ordinance: First Reading Amending Sections 21A.25.210 (Lot Divided By Zone Boundary), 21A.50.225 (Erosion Hazards Near Sensitive Water Bodies-Special District Overlay), And 21A.260 (Landslide Hazard Areas-Development Standards), Of The Sammamish Municipal Code

22. An Ordinance Of The City Of Sammamish, Washington, Amending Section 20.15 Of The Sammamish Municipal Code (State Environmental Policy Act Procedures) To Revise SEPA Flexible Exemption Threshold Levels For Minor New Construction

Unfinished Business

23. Ordinance: Second Reading Annexing The Camden Park, Camden Park Estates, Devereaux And The Trails At Camden Park Neighborhoods And Additional Adjacent Areas To The North

24. Approval: A portion of the December 16, 2008 Regular Meeting Minutes pertaining to the Annexation of Camden Park

25. Ordinance: Second Reading Amending City Code Chapter 16.05.030 Hours Of Construction

New Business

26. Resolution: Adopting The Preferred Preliminary Design Alternatives For The SE 20th Street Non-Motorized Improvement Project

27. Bid Award Authorization: East Lake Sammamish Parkway Project or Reduced Scope East Lake Sammamish Parkway Project.

28. Contract: Construction Management ELSP/Perteet

Council Reports

City Manager Report

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.

AGENDA CALENDAR

December 2008			
Mon 12/15	6:30 pm	Study Session	Commission Interviews Update: Code Interpretation Ordinance Discussion: SE 20th Street
Tues 12/16	6:30 pm	Study Session/Regular Council Meeting	Discussion: East Lake Sammamish Parkway Project Executive Session Planning/Parks/BLMD Commission Appointment Ordinance: Public Hearing First Reading Code Interpretation Ordinance: Public Hearing First Reading Minor Code Amendments Ordinance: Public Hearing First Reading Code Blocks Second Reading Ordinance accepting Camden Park 60% Second Reading: Historic Preservation Ordinance Ordinance: Second Reading Hours of Construction Approval: Human Services Grants Bid Award: ELSP Project ELSP Construction Management/Perteet Contract: Sports Turf Field Maintenance/Northwest (consent) Contract: Parks Landscape Maintenance/Total (consent) Contract: Parks Custodial Maintenance Services/ (consent) Bid Award: 2009 Sidewalk Repairs (consent) Amendment: Law Enforcement Interlocal/King County (consent) Interlocal: Lake Monitoring Services/King County (consent) Contract: Legal Services/Kenyon Disend (consent) Interlocal: Hazardous Waste Grants/King County (consent) Interlocal: Cities Insurance Associates of Washington Resolution: Cities Insurance Association of Washington Membership Resolution: SE 20th Street Scope of Work Interlocals: Samm Plat W & S/NE S&W ELSP -
January 2009			
Tues 01/06	6:30 pm	Regular Council Meeting	Public Hearing: Emergency Ordinance amending Wireless Code Ordinance: Second Reading Code Interpretation Ordinance: Second Reading Minor Code Amendments Ordinance: Second Reading Code Blocks Elections: Mayor and Deputy Mayor Planning Commission Recommendation: Shoreline Master Plan Contract: Maintenance Facility Design/TCF Architects 2009 Comprehensive Plan Amendments
Tues 01/13	6:30 pm	Study Session	**Discussion: Eastside Fire & Rescue**
Mon 01/19			**Martin Luther King Day (City Offices Closed)**
Tues 01/20	6:30 pm	Regular Council Meeting	Annual Growth Report/King County
Jan 22-24		Council Retreat	
February 2009			
Tues 02/03	6:30 pm	Regular Council Meeting	
Tues 02/10	6:30 pm	Study Session	Presentation: City Hall Clock
Mon 02/16			**President's Day (City Offices Closed)**
Tues 02/17	6:30 pm	Regular Council Meeting	
March 2009			
Tues 03/03	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Annexation of Camden Park Public Hearing/First Reading Shoreline Master Plan Update
Tues 03/10	6:30 pm	Study Session	Sammamish Landing: Review of Preferred Master Plan
Mon 03/16	6:30 pm	Study Session	Joint Meeting with Planning Commission

Tues 03/17	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Shoreline Master Plan Update
April 2009			
Tues 04/07	6:30 pm	Regular Council Meeting	
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	
May 2009			
Tues 05/05	6:30 pm	Regular Council Meeting	
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	
June 2009			
Tues 06/02	6:30 pm	Regular Council Meeting	
Tues 06/09	6:30 pm	Study Session	
Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	

To Be Scheduled	To Be Scheduled	Parked Items
Resolution: Adopting Evans Creek Preserve Master Plan **Approval**: Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update	**Resolution:** Pine Lake Water Quality Plan **Contract:** Louis Thompson Basin Plan Design (Jan 2007) **Contract**: NPDES Phase II Permit Gap Analysis **Public Hearing Second Read**: Ordinance Code Interpretation Amendment **Resolution:** Acceptance South Pine Lake Route Project	

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Events

[**Add Event**]

<< November **December 2008** **January >>**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 5:30 p.m. **Holiday Event**	2 6:30 p.m. **City Council Meeting**	3 6 p.m. **SE 20th Street Non-motorized Improvement Project Public Meeting**	4 6 p.m. **Planning Commission Meeting**	5	6
7	8	9 6:30 p.m. **Joint Meeting: City Council, Parks & Recreation Commission**	10	11 6 p.m. **Sammamish Youth Board Meeting** 6:30 p.m. **Open House for subbasin planning**	12	13
14	15 6:30 p.m. **Arts Commission Meeting** 6:30 p.m. **City Council Study Session**	16 6:30 p.m. **City Council Meeting**	17	18 6 p.m. **Planning Commission Meeting**	19	20
21	22	23	24	25 8 a.m. **Christmas** **City offices closed**	26	27
28	29	30	31			

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Events

[**Add Event**]

<< December **February >>**

January 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 8 a.m. **New Year's Day**	2	3
4	5	6 6:30 p.m. **City Council Meeting**	7	8 6 p.m. **Planning Commission Meeting**	9	10
11	12	13 6:30 p.m. **City Council Study Session**	14 6:30 p.m. **Parks and Recreation Commission Meeting**	15	16	17
18	19 6:30 p.m. **Arts Commission Holiday** **City offices closed**	20 6:30 p.m. **City Council Meeting**	21 6 p.m. **Sammamish Youth Board Meeting**	22 6 p.m. **Planning Commission Meeting**	23	24
25	26	27	28	29	30	31

List View

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CITY COUNCIL AGENDA BILL

Subject: Resolution appointing four Commissioners to the Parks and Recreation Commission with term expiring in 2011.

Meeting Date: December 16, 2008

Date Submitted: December 8, 2008

Originating Department: Administrative Services

Clearances:

Action Required: Appoint Commissioners

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Exhibits:

1. List of Applicants
2. Draft Ordinance

Budgeted Amount: N/A

Summary Statement: This resolution will appoint four members to the Parks and Recreation Commission for three-year terms. Three applicants are current members of the Parks and Recreation Commission and two Applicants are current Alternates.

Background: The City Council advertised for applications to the Parks and Recreation Commission throughout the month of November. Six applications were submitted. On December 15, 2008 the City Council interviewed applicants.

Financial Impact: N/A

Recommended Motion: Appoint four members to the Parks and Recreation Commission and adopt Resolution.

Exhibit 1

2008 Parks & Recreation Commission Applicants

Mary Doerrer (current Commissioner)

Randy Jackson (current Commissioner)

John James

Hank Klein (current Commissioner)

Gail Stacy Michelman (current Alternate Commissioner)

Nora Whittemore (current Alternate Commissioner)

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-_____

A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL APPOINTING FOUR MEMBERS TO THE PARK AND RECREATION COMMISSION.

WHEREAS, RCW 35.21 authorizes the creation of a commission to administer park and recreation programs; and

WHEREAS, the City Council adopted Ordinance O99-37 thereby creating a Parks and Recreation Commission, consisting of nine members, to provide guidance and direction in meeting the parks and recreational needs of the City by advising the City Council and staff on matters relating to planning, acquisition, development and operation of park facilities and recreational programs within the City; and

WHEREAS, the terms of four regular commissioners terms will expire on December 31, 2008; and

WHEREAS the City Council solicited applications for said positions; and

WHEREAS, the City Council interviewed candidates at an open public meeting on December 15, 2008;

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

Section 1. Appointment of Park Commissioners. The City Council hereby appoints the following individuals to the Sammamish Parks and Recreation Commission for the designated terms:

Name: _____ Term Expires 12/31/2011
Name: _____ Term Expires 12/31/2011
Name: _____ Term Expires 12/31/2011
Name: _____ Term Expires 12/31/2011

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

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

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/ATHENTICATED

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 8, 2008
Passed by the City Council:
Resolution No. R2008-___

CITY COUNCIL AGENDA BILL

Subject: Resolution appointing one member to fill a one year vacancy on the Planning Commission

Meeting Date: December 16, 2008

Date Submitted: December 8, 2008

Originating Department: Administrative Services

Clearances:

Action Required: Appoint Commissioner and approve resolution

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Exhibits:

1. List of Applicants
2. Draft Resolution

Budgeted Amount: N/A

Summary Statement: This resolution will appoint one member to fill a one year vacancy on the Planning Commission.

Background: The City Council advertised for applications to the Planning Commission from June through November 2008. Eleven applications were received. On December 15, 2008 the City Council interviewed applicants.

Financial Impact: N/A

Recommended Motion: Appoint one member to the Planning Commission, assign position numbers and adopt Resolution.

Exhibit 1

2008 Planning Commission Applicants

Brijan Badshah

Scott Gardiner

Katy Heller

Tami Henderson

Mahbubul Islam

Joe Lipinsky

Dwight Martin

Judi McLaughlin

Thomas Odell

Tom Rizzo

David Spinelli

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-_____

A RESOLUTION OF THE CITY OF SAMMAMISH WASHINGTON APPOINTING ONE MEMBER TO THE SAMMAMISH PLANNING COMMISSION

WHEREAS, the Sammamish City Council approved Resolution R2003-122 establishing a seven-member Sammamish Planning Commission and setting forth the duties of said commission; and

WHEREAS, the City Council adopted Ordinance O2007-220 amending the Planning Commission terms and assigning position numbers, and

WHEREAS, the City Council solicited applications for one vacant Planning Commission position; and

WHEREAS, the City Council interviewed candidates at an open public meeting occurring on December 15, 2008; and

WHEREAS, the City Council desires to fill the one vacant Commission position;

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

Section 1. Appointment of Planning Commissioner. The City Council hereby appoints the following individual to the Sammamish Planning Commission:

Position #7: _____ Term Ends 12/31/2009

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF DECEMBER 2008

Exhibit 2

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 8, 2008
Passed by the City Council:
Resolution No. R2008-____

CITY COUNCIL AGENDA BILL

Subject:
Resolution: Appoint one member to the Beaver Lake Management District Advisory Board to fill a current vacancy

Meeting Date: December 8, 2008

Date Submitted: December 16, 2008

Originating Department: Administrative Services

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Adopt resolution appointing board member

Exhibits:
1. Draft Resolution

Budgeted Amount: N/A

Summary Statement:

This resolution will appoint one member to the Beaver Lake Management District (BMLD) Advisory Board to fill a current vacancy. The board meets on a quarterly basis and considers issues that impact Beaver Lake and oversee the Management District work plan.

Background: On June 19, 2006 the City Council created the Beaver Lake Management District. RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners representative of the diversity among property owners within the Beaver Lake watershed to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures.

The City Council advertised for applicants to fill this vacancy from September through November 2008. One qualified application was received.

Financial Impact:

None. All activities of the board are funded by the BLMD assessment.

Recommended Motion:

Approve the resolution appointing Dennis O'Neill to the Beaver Lake Management District Board for a term ending December 31, 2011.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-___

A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL APPOINTING ONE MEMBER TO THE BEAVER LAKE MANAGEMENT DISTRICT ADVISORY BOARD

WHEREAS, the Beaver Lake Management District began operating in 2007 for a period of ten (10) years; and

WHEREAS, the City Council adopted Ordinance O2007-259 creating the Beaver Lake Management Advisory Board and appointing five residents to the Board, and

WHEREAS, due to a resignation there is now a vacancy on the Board; and

WHEREAS, the City Council advertised for applicants from September through November of 2008; and

WHEREAS, the City Council has received and reviewed one qualified application;

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

Section 1 . Appointment of Member. The following individual is appointed to the Beaver Lake Management District Advisory Board:

Name: Dennis O'Neill Term Expires December 31, 2011

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF DECEMBER 2008

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

_____

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 8, 2008
Passed by the City Council:
Resolution Number R2008-_____

City of Sam Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: December 11, 2008

RE: Claims for December 16, 2008

$	**7,000.00**
	136,379.68
	1,676.80
	700,028.33
	506,699.97
	21,668.39

```
     7,000.00  +
   136,379.68  +
     1,676.80  +
   700,028.33  +
   506,699.97  +
    21,668.39  +
006
1,373,453.17  *
```

TOTAL **$ 1,373,453.17**

Check # 22320 through #22486

Accounts Payable
Computer Check Register Totals

Check	Date	Vendor No	Vendor Name		Amount	Voucher
22320	12/01/2008	USPOST	U.S. Postal Service		7,000.00	000000

				CHECK TOTAL:	**$7,000.00**	

Accounts Payable
Computer Check Register Totals

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22321	12/05/2008	ANI	ANI Administrators NW Inc	1,323.46	000000
22322	12/05/2008	AWCMED	AWC Employee BenefitsTrust	77,478.43	000000
22323	12/05/2008	ICMA401	ICMA 401	27,860.66	000000
22324	12/05/2008	ICMA401x	ICMA401	4,410.95	000000
22325	12/05/2008	ICMA457	ICMA	12,210.79	000000
22326	12/05/2008	JPMORGAN	JP Morgan Chase	12,810.49	000000
22327	12/05/2008	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000
			CHECK TOTAL:	**$136,379.68**	

Accounts Payable
Computer Check Register Totals

Bill #4

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22328	12/09/2008	US BANK	U. S. Bank Corp Payment System	1,676.80	000000
			CHECK TOTAL:	**$1,676.80**	

~~City of S~~ammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #4
Printed: 12/10/08 08:33

Check	Date	Vendor No	Vendor Name		Amount	Voucher
22329	12/16/2008	AADAMS	AAdams Tree Serivce		1,635.00	000000
22330	12/16/2008	ACCURINT	Accurint		30.00	000000
22331	12/16/2008	APA2	American Planning Association		150.00	000000
22332	12/16/2008	ASCAP	ASCAP		307.02	000000
22333	12/16/2008	ATHLETES	Athletes for Kids		2,000.00	000000
22334	12/16/2008	ATTLONG	AT&T		69.42	000000
22335	12/16/2008	BCC	Bellevue Community College		176.32	000000
22336	12/16/2008	BMC	BMC West		1,464.24	000000
22337	12/16/2008	BOGDAN	Advantage Building Services		4,989.50	000000
22338	12/16/2008	BUSWEEK	Business Week		53.25	000000
22339	12/16/2008	CASTURF	Cascade Turf		952.33	000000
22340	12/16/2008	CENTRO	Centro Information Systems		197.01	000000
22341	12/16/2008	CODEPUB	Code Publishing Inc		392.40	000000
22342	12/16/2008	COMCAST	Comcast Cable Comm Inc		99.95	000000
22343	12/16/2008	COMCAST2	Comcast		99.95	000000
22344	12/16/2008	COSTCO	Costco Wholesale		300.69	000000
22345	12/16/2008	CRAN	GORDON CRANDALL		1,904.86	000000
22346	12/16/2008	DAILY	Daily Journal of Commerce		609.65	000000
22347	12/16/2008	DIGITAL	Digital Reprographics Svc Inc		380.30	000000
22348	12/16/2008	DOMPIER	Jack Dompier		197.99	000000
22349	12/16/2008	EASTFIRE	Eastside Fire & Rescue		414,040.75	000000
22350	12/16/2008	ECATH	Eastside Catholic High School		315.00	000000
22351	12/16/2008	ECOTONE	Ecotone Commissioning Group LL		2,660.00	000000
22352	12/16/2008	EXCAL	Excal Visual LLP		1,017.50	000000
22353	12/16/2008	FASTENAL	Fastenal Industrial Supplies		57.81	000000
22354	12/16/2008	FCS	FCS Group Inc.		3,060.00	000000
22355	12/16/2008	FELLINGE	Lee Fellinge		847.87	000000
22356	12/16/2008	FISH	Friends of Issaquah Salmon Hat		1,000.00	000000
22357	12/16/2008	GALT	John E. Galt		1,007.60	000000
22358	12/16/2008	GLATTING	Glatting Jackson Kercher Angli		1,817.56	000000
22359	12/16/2008	GRAYOS	Gray & Osborne, Inc.		481.51	000000
22360	12/16/2008	GUROL	Kamuron Gurol		35.98	000000
22361	12/16/2008	HOWELLM	Michael Howell		100.00	000000
22362	12/16/2008	IKONNW	Ikon Office Solutions		369.34	000000
22363	12/16/2008	IRONMT	Iron Mountain		174.40	000000
22364	12/16/2008	ISD	Issaquah School District		79,768.00	000000
22365	12/16/2008	ISSAQ1	Issaquah Press, Inc.		1,230.00	000000
22366	12/16/2008	ISSAUTO	Issaquah Auto Tech, Inc		1,341.16	000000
22367	12/16/2008	ISSCITY	City Of Issaquah		1,657.50	000000
22368	12/16/2008	JKASSOC	J & K Associates		5,541.36	000000
22369	12/16/2008	JOHNSTO	Johnston Architects PLLC		10,695.00	000000
22370	12/16/2008	KBA	KBA Inc		4,517.16	000000
22371	12/16/2008	KINGDD	King County DDES		210.00	000000
22372	12/16/2008	KINGFI	King County Finance A/R		20,342.62	000000
22373	12/16/2008	KINGPET	King County Pet Licenses		150.00	000000
22374	12/16/2008	LAKESIDE	Lakeside Industries		199.48	000000
22375	12/16/2008	LEYTON	Kimberly Leyton		675.00	000000
22376	12/16/2008	LWSD	Lake Washington School Dist		8,352.00	000000
22377	12/16/2008	NABARR	National Barricade Co., LLC		1,896.85	000000
22378	12/16/2008	NWLSVC	NW Landscape Service		6,825.58	000000
~~22379~~	~~12/16/2008~~	~~NYS~~	~~NYS Enterprises, Inc~~	VOID	~~545.00~~	000000
22380	12/16/2008	WILLIAMJ	Jason & Nicole Williams		500.00	000000
22381	12/16/2008	WAWORK	Washington Workwear LLC		27.25	000000
22382	12/16/2008	WATERSH	The Watershed Company		768.75	000000
22383	12/16/2008	WAECOL	Wa State Dept of Ecology		125.00	000000
22384	12/16/2008	VERT	Vertical Transportation Svcs		457.80	000000

- CHECKS OUT OF ORDER AFTER BEING PRINTED ON 2 DIFFERENT PRINTERS
- VERIFIED CORRECT NUMBERS

	Date	Vendor No	Vendor Name	Amount	Voucher
22385	12/16/2008	VERIZON	Verizon Wireless	79.92	000000
22386	12/16/2008	VAN NOST	Maren Van Nostrand	3,897.60	000000
22387	12/16/2008	UMPQUA	Umpqua Bank	2,912.50	000000
22388	12/16/2008	TURNING	Turning Leaf Tree Service, Inc	1,962.00	000000
22389	12/16/2008	SUBURB	Suburban Cities Association	213.00	000000
22390	12/16/2008	STOECKL	Jane C. Stoecklin	100.00	000000
22391	12/16/2008	SONITROL	Sonitrol Pacific	714.60	000000
22392	12/16/2008	SKYLINE	Skyline High School	550.00	000000
22393	12/16/2008	SITELINE	Sitelines Park & Playground	600.59	000000
22394	12/16/2008	SITE	Site Workshop	8,780.00	000000
22395	12/16/2008	SEQUOYAH	Sequoyah Electric, LLC	766.13	000000
22396	12/16/2008	SEATIM	Seattle Times	1,164.78	000000
22397	12/16/2008	SAMCHAMB	Sammamish Chamber of Commerce	25.00	000000
22398	12/16/2008	SAM	Sammamish Plateau Water Sewer	482.96	000000
22399	12/16/2008	ROTARSAM	Rotary Club of Sammamish	72.00	000000
22400	12/16/2008	REDEMERG	Redmond Emergency Services	2,750.00	000000
22401	12/16/2008	QWEST	QWEST	128.36	000000
22402	12/16/2008	PSE	Puget Sound Energy	8,161.58	000000
22403	12/16/2008	PROV	Faith In Action	2,500.00	000000
22404	12/16/2008	PLATT	Platt Electric	261.60	000000
22405	12/16/2008	PIEDMONT	Piedmont Directional Signs	1,050.00	000000
22406	12/16/2008	PERFORMA	Performance Journeys, Inc	14,000.00	000000
22407	12/16/2008	OHNO	Ohno Construction	60,580.00	000000
			CHECK TOTAL:	**$700,573.33**	
				- 545.00	
				$700,028.33	

Bill #4

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22408	12/16/2008	AADAMS	AAdams Tree Serivce	381.50	000000
22409	12/16/2008	BARNPROS	Barn Pros	500.00	000000
22411	12/16/2008	BCINVEST	BC Investigative Engineers	500.00	000000
22412	12/16/2008	BILLSTRA	Bill's Trapping Service	570.00	000000
22413	12/16/2008	BOITANO	Boitano Construction	500.00	000000
22414	12/16/2008	BONDAREN	Paul Bondarenko	500.00	000000
22416	12/16/2008	BRECKEN	Breckenridge Construction	500.00	000000
22418	12/16/2008	BRENNAN	J. A. Brennan Assoc.	11,429.11	000000
22420	12/16/2008	BURNSTEV	Steve Burnstead Construction	1,500.00	000000
22422	12/16/2008	CADMAN	Cadman, Inc.	86.01	000000
22424	12/16/2008	CAMWEST	Camwest Development	400.00	000000
22425	12/16/2008	CASEPOWE	Case Power & Equipment	704.53	000000
22426	12/16/2008	CONNER	Conner Homes	500.00	000000
22427	12/16/2008	EASTEQ	Eastside Equipment & Marine	770.93	000000
22428	12/16/2008	ECOTONE	Ecotone Commissioning Group LL	1,500.00	000000
22429	12/16/2008	FASTENAL	Fastenal Industrial Supplies	38.49	000000
22430	12/16/2008	FINNEGAN	Erin Finnegan	500.00	000000
22431	12/16/2008	FIRSTAME	1st American Title Ins Co For Habitat For Humanity	60,000.00	000000
22432	12/16/2008	FRYOUTH	Friends Of Youth	40,000.00	000000
22434	12/16/2008	GEISER	Gregory Geiser	1,500.00	000000
22435	12/16/2008	HEWLITT	Hewlitt Packard	2,571.31	000000
22436	12/16/2008	ISSAQ1	Issaquah Press, Inc.	907.50	000000
22437	12/16/2008	ISSAUTO	Issaquah Auto Tech, Inc	96.43	000000
22438	12/16/2008	J3 Mecum	J3 Mecum Engineering Inc	1,897.46	000000
22439	12/16/2008	JKASSOC	J & K Associates	1,220.23	000000
22440	12/16/2008	KCRADIO	King Cty Radio Comm Svcs	196.33	000000
22441	12/16/2008	LAFRANCE	Eric LaFrance	48.60	000000
22442	12/16/2008	LELAND	Ben Leland Construction Co	2,925.00	000000
22443	12/16/2008	LESSCHWA	Les Schwab Tire Center	757.10	000000
22444	12/16/2008	LWSD	Lake Washington School Dist	500.00	000000
22445	12/16/2008	MARCUS	Joel Marcus	2,250.85	000000
22446	12/16/2008	MORUP	Morup Signs Inc	6,931.32	000000
22447	12/16/2008	NAPA	Napa Auto Parts Inc.	582.60	000000
22448	12/16/2008	NEWMAN	Newman Signs	500.00	000000
22449	12/16/2008	NEXTEL	Nextel Communications	2,439.18	000000
22450	12/16/2008	NORSK	Norsk Remodeling	500.00	000000
22451	12/16/2008	NUPRECON	Nuprecon	500.00	000000
22452	12/16/2008	NWCASC	Northwest Cascade, Inc.	1,569.84	000000
22453	12/16/2008	NWENVIRO	NW Environmental Consulting LL	1,007.55	000000
22454	12/16/2008	NWLSVC	NW Landscape Service	6,825.58	000000
22455	12/16/2008	NYS	NYS Enterprises, Inc	545.00	000000
22456	12/16/2008	OHNO	Ohno Construction	124,711.60	000000
22457	12/16/2008	PACE	Pace Engineers, Inc.	17,928.24	000000
22458	12/16/2008	PACSOIL	Pacific Topsoils, Inc	86.40	000000
22459	12/16/2008	PACSURVE	Pacific Surveying & Eng Inc	1,819.92	000000
22460	12/16/2008	PAUL	Gail Paul	500.00	000000
22461	12/16/2008	PERTEET	Perteet, Inc.	181,765.25	000000
22462	12/16/2008	PETRISOR	Adrian Petrisor	500.00	000000
22463	12/16/2008	PHOINIX	Phoinix Equipment LLC	1,306.80	000000
22464	12/16/2008	RAINIER	Rainier Wood Recyclers Inc	10.00	000000
22465	12/16/2008	ROTH	Roth Hill Engineering Partners	3,597.78	000000
22466	12/16/2008	SAM	Sammamish Plateau Water Sewer	167.61	000000
22467	12/16/2008	SAMPRES	Sammamish Presbyterian Church	500.00	000000
22468	12/16/2008	SEATIM	Seattle Times	1,396.90	000000
22469	12/16/2008	SHERMANB	Bradley Sherman	500.00	000000
22470	12/16/2008	SPEARS	Paul & Joann Spears	500.00	000000

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22471	12/16/2008	SPRAGUE	SPRAGUE	91.56	Bill #4 000000
22472	12/16/2008	STENDAL	Mark & Becky Stendal	500.00	000000
22473	12/16/2008	UMPQUA	Umpqua Bank	5,995.75	000000
22474	12/16/2008	UNITRENT	United Rentals NW, Inc	2,081.51	000000
22475	12/16/2008	VANSICKL	Lora Van Sickle	500.00	000000
22476	12/16/2008	VERIZNW	Verizon Northwest	33.25	000000
22477	12/16/2008	VOYAGER	Voyager	3,631.83	000000
22478	12/16/2008	WADOT	Wa State Dept of Transp	25.00	000000
22479	12/16/2008	WALIC	Wa State Dept of Licensing	140.70	000000
22480	12/16/2008	WHITTEN	Nancy Whitten	500.00	000000
22481	12/16/2008	WSU	Washington State University	47.42	000000
22482	12/16/2008	WWGCSA	WW Golf Course Super. Assoc	710.00	000000
			CHECK TOTAL:	**$506,699.97**	

City of Sammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #4
Printed: 12/11/08 12:42

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22483	12/16/2008	ACE	Ace Hardware, LLC	1,992.63	000000
22484	12/16/2008	HARBORAS	Harbor Asphalt	18,393.92	000000
22485	12/16/2008	HOMEDE	Home Depot	1,171.84	000000
22486	12/16/2008	WALIC	Wa State Dept of Licensing	110.00	000000
			CHECK TOTAL:	**$21,668.39**	

CITY COUNCIL AGENDA BILL

Subject: 2009/2010 Human Service Grants

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Administrative Services

Clearances:

Action Required: Approve Human Services Committee's recommendations for awarding grant funding for 2009/2010

- ☒ **City Manager**
- ☐ **Police**
- ☐ **Public Works**
- ☐ **Fire**
- ☐ **Building/Planning**
- ☐ **Attorney**

Exhibits:

1. Human Services Grant Recommendation

Budgeted Amount: $160,000 for 2009/2010 (Line Item 001-050-559-20-41-00)

Summary Statement: In April 2008, the City of Sammamish, along with other North and East King County cities, released a new online, joint application for human services funding for the 2009-2010 biennium. Combined, the North and East King County Funders received applications for 124 programs, with funding requests totaling $6.9 million (over $1.7 million more than what was funded during the 2008 program year).

Of these, Sammamish received 32 requests totalling $162,165. There were eight requests from new programs. Of the requests from agencies the city has previously funded, the increase in funding was minimal (see attached 2009-2010 Recommendations)

Background: Sammamish began awarding Human Services grants in 2001. Since that time, the program has steadily grown. In 2004 Sammamish partnered with other North and East King County Funders in developing a joint application process. This year, the application process went "on-line" allowing agencies to electronically apply to all cities

in the group with one application. The new process worked very well for both funders and cities. Sammamish moved to a two-year funding award, base on available funding in the 2010 budget. This is consistent with other Cities having a biennial budget and will allow the agencies to do more long range planning based on funding commitments and reduce administrative paperwork.

Staff reviewed all of the funding requests, applying the following criteria: (1) Funds should be used to directly benefit Sammamish Residents, (2) Services should not be duplicated by other agencies receiving funding, (3) a good "return" on the investment as well as determining if the agency's budget shows diversity in funding and leverage.

Staff recommended complete funding of all requests with the exception of two. Funding was not recommended for the Alliance for People with Disabilities. Their program is aimed at teens with disabilities by providing them with club activities that would support them in making their transition from high school into the community. Their location is currently located in Shorewood High School, which is in north Seattle. It is unlikely that teens with disabilities from Sammamish would travel that distance for the program. They do hope to open a location on the Eastside somewhere, and when they do, perhaps then they will qualify for some funding. Staff had the same concerns about the TeenHOPE program. This program targets homeless and at-risk youth and the need for crisis services in their community. This agency is in Shoreline, again a great distance for Sammamish homeless youth to travel. In both cases, staff recommended against funding.

After staff review, these recommendation were forwarded on to the Human Services Committee, comprised of Mayor Fellinge and Councilmember Barry along with the City Manager. The Committee made the following recommendations:

- Increase the Human Service Budget $160,000 annually for 2009/2010
- Approve the 2009/2010 staff recommendations
- Add a new line item to 2009/2010 Budget for Leadership Eastside in an amount not to exceed $3,200 (the tuition cost for one person). Priority for awarding these funds would go to City Employees wishing to enroll in the program. If no city employee requested enrollment, any city resident would receive priority.

Financial Impact: $158,650 from the budgeted $160,000 annually for 2009/2010

Recommended Motion: Move to approve the 2009/2010 Human Services Grants.

Exhibit 1

2009-2010 Human Service Grant Recommendations

CompanyName	2009 Award	2010 Award	2008 Grant
Alliance of People with disAbilities	$0	$0	$0
Assistance League of the Eastside	$5,000	$5,000	$5,000
Athletes For Kids	$10,000	$10,000	$10,000
AtWork!	$2,310	$2,310	$2,200
Child Care Resources	$10,000	$10,000	$5,150
Children's Response Center - Harborview	$2,575	$2,575	$2,500
Community Health Centers of King County	$4,000	$4,000	$0
Community Health Centers of King County	$6,500	$6,500	$0
Eastside Baby Corner	$6,000	$6,000	$5,000
Eastside Domestic Violence Program	$10,000	$10,000	$10,000
Eastside Interfaith Social Concerns Council/Housing	$3,000	$3,000	$0
Eastside Interfaith Social Concerns Council/Emergency Shelter	$2,000	$2,000	$0
Eastside Legal Assistance Program (ELAP)	$2,020	$2,020	$2,000
Elder and Adult Day Services	$10,000	$10,000	$10,000
Encompass Northwest	$6,800	$6,800	$6,500
Friends of the Issaquah Salmon Hatchery (FISH)	$1,000	$1,000	
Friends of Youth/Healthy Start	$3,680	$3,680	$3,500
Friends of Youth/Youth and Family Services	$10,000	$10,000	$10,000
HopelinkAvondale Park Emergency Shelter	$5,000	$5,000	$0
Hopelink/Emergency Services	$6,050	$6,050	$5,500
HopelinkFamily Development Program	$2,500	$2,500	$2,500
Issaquah Church and Community Services	$2,000	$2,000	$2,000
Kindering Center	$10,000	$10,000	$10,000
King County Sexual Assault Resource Center	$2,730	$2,730	$2,600
Lake Washington Schools Foundation	$3,000	$3,000	$1,500
NAMI Eastside/Education, Support, Advocacy	$5,000	$5,000	$4,000
NAMI Eastside/HERO House	$1,500	$1,500	$0
Providence Marianwood Foundation	$10,000	$10,000	$10,000
St Vincent DePaul	$5,000	$5,000	$5,000
Skyline High School ASB	$1,000	$1,000	$0
TeenHOPE	$0	$0	$0
Youth Eastside Services	$10,000	$10,000	$10,000
Total Requested	**$158,665**	**$158,665**	

CITY COUNCIL AGENDA BILL

Subject:
Contract with Northwest Landscape Services for maintenance of the Eastlake High School and Skyline High School Community Sports Fields.

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Parks and Recreation

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute a contract with Northwest Landscape Services to provide maintenance services at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits:
1. Bid Tabulation
2. Contract and Scope of Work

Budgeted Amount: 2009 Budget: $98,000 in Park Resource Management Division (Professional Services – Sports Turf Maintenance)

Summary Statement:
As outlined in the partnership agreement between the City and the Issaquah School District and the Lake Washington School District, the City shall schedule and provide maintenance (ISD shared maintenance) at the community sports fields. Maintenance of the community sports fields was identified in the 2009-10 budget to be performed by contract.

A Request for Proposals (RFP) was issued on September 16, 2008 for community sports field maintenance. A total of five firms responded to the RFP. Northwest Landscape Services was identified as the lowest responsible bidder.

Under this contract, Northwest Landscape Services will provide maintenance at the Skyline High School and the Eastlake High School Community Sports Fields.

Background:
September 16, 2008 – RFP issued for sports turf maintenance services for the Community Sports Fields.

Financial Impact:
The contract amount, $57,996.72, is within the amount budgeted for sports turf maintenance services in 2009.

The requested authorization amount is $65,000.00, which includes a contract with Total Landscape Services for sports turf maintenance in the amount of $57,996.72. The remaining authorized amount of $7,003.28 will cover additional sports turf maintenance services as needed throughout the year. Additional sports turf maintenance may be required during heavy use (i.e. tournament play) or when minor repairs are needed. Additional sports turf maintenance services are processed through a discretionary work form (sample included in the contract document).

Recommended Motion:
Authorize the City Manager to execute a contract with Northwest Landscape Services for $57,996.72 to provide sports turf maintenance at the Community Sports Fields and authorize an additional $7,003.28 for additional sports turf maintenance as needed throughout the year.

Exhibit 1

Bid Tabulation

City of Sammamish
Department of Parks and Recreation

Project: Sports Turf Maintenance (Community Sports Fields)
Date: 10/9/2008 14:00

		Itemized Bid Summary	
Bidder	**Total bid***	**Skyline Fields**	**Eastlake Fields**
Northwest Landscape Services	$53,208.00	$29,204.00	$24,004.00
Total Landscape corporation	$55,632.00	$30,000.00	$25,632.00
The Brickman Group Ltd.	$66,600.00	$33,300.00	$33,300.00
LTM Resources	$81,500.00	$44,000.00	$37,500.00
JC Yard Services LLC.	$96,568.00	$50,000.00	$46,568.00

The apparent low bidder is : Northwest Landscape Services

* Does not include sales tax

Exhibit 2

SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT

Between:	Northwest Landscape Services
Project:	Community Fields Maintenance
Commencing:	January 1, 2009
Terminating:	December 31, 2009
Amount:	$57,996.72

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Sport Turf Facility Maintenance; and

WHEREAS, pursuant to the invitation of the City, extended through public advertisement, 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, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according for a sum not to exceed $57,996.72.

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. Warranties/Guaranty.

4.1 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.

4.2 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.

5. 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 City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

6. 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:

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

6.2 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

6.3 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.

7. Prevailing Wages.

7.1 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.

8. 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.

9. 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.

10. Termination. This Contact 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.

11. 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.

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

13. 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.

14. 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.

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

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

17. 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.

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

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

TO CITY:	**TO CONTRACTOR:**
City of Sammamish	Contractor: Northwest Landscape Services
Contact Name: Kyle Endelman	Contact Name: Neil Corcoran
801 228th Avenue SE	Address: P. O. Box 864
Sammamish, WA 98075	Woodinville, WA 98072

Exhibit 2

CITY OF SAMMAMISH, WASHINGTON	CONTRACTOR, WASHINGTON
By:_____	By:_____
Title: City Manager	Title: Managing Partner
Date:_____	Date: 12/9/08
Attest/Authenticated:	Approved as to Form:
_____	_____
City Clerk	City Attorney

EXHIBIT "A"
Scope of Work

The scope of work includes those items referenced in the Request for Proposals for "Sports Turf Maintenance Services for City of Sammamish Parks" dated October 9, 2008 and the following specific scope of services:

Scope of Services

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.

2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

    a. Require the vendor to rectify the deficiency within 24 hours and/or,

    b. Collect liquidated damages as specified in the Contract.

5. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

6. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

7. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

8. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

9. Smoking shall not be permitted in any City Building or on City grounds.

10. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

11. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

12. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

13. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

14. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Park Locations

1. Eastlake High School Community Sports Fields, 400 228th Ave NE

2. Skyline High School Community Sports Fields, 1122 228th Ave SE

E. Daily Sports Turf Maintenance Tasks

1. Daily service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am at both parks. Machinery (i.e. blowers) are not allowed before 7:00 am. Daily service occurs five times per week.

2. Perform a field inspection. Walk entire field looking for safety issues, broken glass, gum, field seam issues, and wear spots needing additional rubber (rubber provided on site by the City).

3. Add rubber in wear spots utilizing a push broom.

4. Quick couplers are provided around the perimeter of the fields for field washing requirements (quick coupler keys shall be provided by the City).

5. Clean any spots on the field where needed (litter, gum removal, soda spills, sunflower seeds, etc.)

6. Sweep bleachers, areas around and under bleachers, dugouts, plazas etc.

7. Empty all six (6) waste receptacles and replace liners at each site.

8. Unlock all field gates (Eastlake High School: 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates; Skyline High School: 4 dugouts and 2 pedestrian gates). Gate openings shall be timed with field maintenance activities.

F. Weekly Sports Turf Maintenance Tasks

1. Weekly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Weekly service occurs one time per week. The vendor shall establish a work schedule for weekly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator.

2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires, slowly sweep the fields bi-directionally to remove all debris with a field sweeper (City provided). Vehicle shall be transported to the site; no on-site storage shall be permitted.

3. Blow off all hard surfaces.

4. Remove any organic debris on the field not picked up by the sweeper by use of a blower or hand work (leaves, seeds, needles, etc.)

G. Monthly Sports Turf Maintenance Tasks

1. Monthly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Monthly service occurs one time per month. The vendor shall establish a work schedule for monthly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed approximately every four weeks.

2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires slowly broom (City provided) the field bi-directionally to fluff the artificial fibers and redistribute the top layer of rubber crumb. Vehicle shall be transported to the site; no on site storage shall be permitted.

3. Clean all field signs with window cleaner to remove any debris.

H. On-Call Services

The vendor shall provide an on-call service phone number to handle customer service needs (fields not prepared properly, unsafe field etc.) and emergencies after-hours.

Exhibit 2

City of Sammamish Discretionary Request #_____

Phone: (425) 295-0500 FAX: (425) 295-0600

Date: _____ **Priority:** _____

To:

From:

High ☐

Medium ☐

Low ☐

NATURE OF REQUEST:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date Work Scheduled: _____

Date Completed: _____

Exhibit 2

EXHIBIT "B"
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: ( ) _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program: _____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Pay: $
Account Number:
Date:
Approval:

Approved for Payment by: _____ Date: _____

Exhibit 2

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

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____Individual/Proprietor X Other (explain) LLC

TIN No.: 26-0482138

Social Security No.: _____

Print Name: Tom DiMeco

Title: Managing Partner

Business Name: Northwest Landscape Services

Business Address: PO Box 864

Business Phone: Woodinville WA 98072

12/9/08
Date

Authorized Signature (Required)

CITY COUNCIL AGENDA BILL

Subject:
Custodial Services for City Park Facilities

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Parks and Recreation

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute a contract with Advantage Building Services to provide custodial maintenance services for city park facilities for the 2009 calendar year.

Exhibits:
1. Bid Tabulation
2. Contract and Scope of Work

Budgeted Amount: 2009 Budget: $55,000 in Park Resource Management Division (Professional Services - Custodial Services)

Summary Statement:
Custodial services for the City's park facilities were identified in the 2009-10 budget to be performed by contract.

A Request for Proposals (RFP) for custodial services was issued on October 28, 2008. A total of four firms responded to the RFP. Advantage Building Services (ABS) was identified as the lowest responsible bidder. ABS performed custodial work in a similar capacity for the City's park facilities in 2007 and 2008.

Under this contract ABS will provide the identified custodial maintenance at Beaver Lake Park, Beaver Lake Preserve, Beaver Lake Lodge, East Sammamish Park, Eastlake High School Community Sports Fields, Ebright Creek Park, Pine Lake Park, Sammamish Commons Public Restroom at the Pergola, and Skyline High School Community Sports Fields.

Background:
October 28, 2008 – RFP issued for custodial services for City of Sammamish Parks.

Financial Impact:
The contract amount, $48,009.96, is within the amount budgeted for custodial services in 2009. This amount is less than the 2008 contract by approximately $2,500 and represents a similar scope of work.

The requested authorization amount is $55,000.00, which includes a contract with ABS for custodial services at the City of Sammamish Parks in the amount of $48,009.96. The remaining authorized amount of $6,990.40 will cover additional custodial services performed by ABS as needed throughout the year. Additional custodial services are often needed during periods of high park use, to support special events and/or as a result of vandalism. Additional services are processed through a discretionary work form (sample included in the contract document).

Recommended Motion:
Authorize the City Manager to execute a contract with ABS for $48,009.96 to provide custodial services at City of Sammamish Parks and authorize an additional $6,990.40 for additional custodial services as needed throughout the year.

Exhibit 1

Bid Tabulation

City of Sammamish
Department of Parks and Recreation

Project: Custodial Services
Date: 12/8/2008 14:00

		Itemized Park Sites								
Bidder	**Total Bid***	**Lodge**	**Beaver Park**	**Preserve**	**ESP**	**Eastlake**	**Ebright**	**Pine Lake**	**Commons**	**Skyline**
ABS	$48,009.56	$3,633.44	$5,891.76	$150.00	$5,891.76	$5,891.76	$5,159.52	$5,891.76	$5,159.52	$10,340.04
SMS Cleaning	$62,802.60	$8,629.60	$6,993.00	$476.00	$6,993.00	$9,366.00	$6,993.00	$6,993.00	$6,993.00	$9,366.00
Top to Bottom	$53,609.00	$5,899.00	$6,875.00	$490.00	$6,875.00	$8,375.00	$6,875.00	$9,050.00	$6,875.00	$2,295.00
First Class Cleaning	$49,668.00	$10,644.00	$5,700.00	$1,440.00	$5,700.00	$5,964.00	$5,700.00	$5,700.00	$4,980.00	$3,840.00

The apparent low bidder for custodial services is: ABS

* Does not include sales tax

Exhibit 2

SMALL WORKS ROSTER

PUBLIC WORKS CONTRACT

Between:	Advantage Building Service
Project:	Custodial Services for City Parks
Commencing:	January 1, 2009
Terminating:	December 31, 2009
Amount:	$48,009.96

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Custodial Services for City Parks and Facilities; and

WHEREAS, pursuant to the invitation of the City, extended through public advertisement, 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, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "**B**". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "**D**" for a sum not to exceed $48,009.96.

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. Warranties/Guaranty.

4.1 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.

4.2 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.

5. 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 City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

6. 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:

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

6.2 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

6.3 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.

7. Prevailing Wages.

7.1 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.

8. 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.

9. 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.

10. Termination. This Contact 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.

11. 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.

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

13. 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.

14. 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.

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

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

17. 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.

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

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

TO CITY:

City of Sammamish

Contact Name: Kevin Husemann

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Advantage Building Service

Contact Name: Bogdan Pankevich

Address: 632 107th Place SE

Everett, WA 98208

Phone: (425) 355-9284

Exhibit 2

CITY OF SAMMAMISH, WASHINGTON

By:_____

Title: City Manager

Date:_____

Attest/Authenticated:

_____

City Clerk

CONTRACTOR, WASHINGTON

By: Boyslow Pomeroy

Title: Co-owner

Date: 12.9.08

Approved as to Form:

_____

City Attorney

Exhibit "A"
Scope of Services

The scope of work includes those items referenced in the Request for Proposals for "Custodial Services for City of Sammamish Parks" dated October 28, 2008 and the following specific scope of services:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform custodial maintenance services as specifically outlined in this section.

2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

    a. Require the vendor to rectify the deficiency within 24 hours and/or;

    b. Collect liquidated damages as specified in the Contract.

5. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed after the regularly scheduled time without notification and consent of the Contract Administrator.

    a. Work schedule January thru April: Perform daily cleaning services between the hours of 6:00 pm and 6:00 am. High School Community Sports Fields are to be opened between 6:00 and 9:00 am.

    b. Work schedule May thru August: Perform daily cleaning services between the hours of 9:00 pm and 6:00 am. High School Community Sports Fields are to be opened between 6:00 and 9:00 am.

    c. Work schedule September thru December: Perform daily cleaning services between 6:00 pm and 6:00 am. High School Community Sports Fields are to be opened between 6:00 and 9:00 am.

6. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

7. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

8. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

9. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

10. Smoking shall not be permitted in any City Building or on City grounds.

11. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

12. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

13. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

14. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of custodial maintenance operations and management of the work sites.

15. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

B. <u>Equipment and Supplies</u>

1. The vendor shall furnish all tools, material, supplies and equipment to perform Custodial Maintenance Services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

4. The vendor shall supply all cleaners, chemicals and the like for servicing the facilities as scheduled.

5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall dispose of all refuse in city provided dumpsters. In no case shall unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of hazardous waste material.

D. Maintenance Task I: Daily Cleaning

1. Restrooms and Showers

a. Refill all dispensers from the City's inventory.

b. Clean and disinfect all toilets, urinals, sinks, and shower stalls.

c. Wash and dry stainless steel fixtures and other bright work.

d. Clean mirrors, counter tops, and all other horizontal surfaces.

e. Spray and wash walls, stalls, partitions, doors, doorjambs, and trash can exterior surfaces with water and wipe down with disinfectant solution. (The Beaver Lake Lodge public restrooms shall be wiped down with disinfectant cleaner only.)

f. Sweep, spray down with water, and scrub floors with germicide solution and a scrub brush. Use Squeegee to dry the floor.

g. Clean all debris from interior ceilings of restrooms.

h. Wipe clean and disinfect drinking fountains adjacent to restrooms.

i. Empty all trash receptacles and replace liners in park restrooms.

j. Report any fixture, dispenser malfunction or burned out light bulb to Contract Administrator.

k. Complete supplied checklist for tasks performed.

2. City Provided Supplies

    a. The city shall supply all dispensable items to be refilled by the vendor.

    b. A basic set of cleaning tools will be provided at all restrooms.

    c. The City will provide hoses and access to water at all restroom facilities.

E. Maintenance Task II: Restroom and Gate Opening

1. Unlock gates and unlock restrooms according to the schedule provided for each respective park facility.

2. Lock gates and lock restrooms according to the schedule provided for each respective park facility.

F. Maintenance Task III: Beaver Lake Lodge

1. General Cleaning

    a. Refill all soap dispensers.

    b. Clean and disinfect all toilets, urinals, and sinks in common restrooms.

    c. Wash and dry all stainless steel fixtures and other bright work in the common areas, restrooms, and kitchen.

    d. Clean mirrors.

    e. Sweep and wet mop all vinyl floors in restrooms, hall ways, and kitchen with germicide solution.

    f. Empty recycle bins and waste cans and replace plastic liners.

    g. Replace paper towels, seat protectors, and toilet paper as needed.

    h. Dust and clean counters, office furniture, horizontal surfaces, doors (interior and exterior), light fixtures, ceiling fans, wall vents, and ceiling vents.

2. Hard Surface Floor Work

    a. Machine scrub and wax three restrooms, hallway, and kitchen floor. Task must be scheduled in advance with Contract Administrator to avoid conflict with rentals.

    b. Strip and rinse vinyl flooring in kitchen.

    c. Sweep and clean wood flooring (1,847 sf) with approved wood flooring cleaning solution.

d. Screen and apply 2 coats of commercial grade water based polyurethane.

e. Above tasks must be scheduled in advance with Contract Administrator to avoid conflict with rentals.

3. Windows

a. Clean all windows inside and out and dust window sills.

b. Report broken or cracked windows to Contract Administrator.

G. Maintenance Task V: Litter and Garbage Removal

1. Remove all litter and organic material from designated areas.

2. Empty recycle bins and waste cans and replace liners.

H. Park Locations and Specific Scope of Services

1. Provide custodial maintenance services for restrooms and gate opening service at **Beaver Lake Lodge**, as requested in **Attachment "A-1"** – Maintenance Schedule, for Beaver Lake Lodge, 25101 SE 24th.

2. Provide custodial maintenance services for restrooms and gate opening service at **Beaver Lake Park**, **Attachment "A-2"** – Maintenance Schedule, for Beaver Lake Park, SE 24th @ 244th Ave SE.

3. Provide gate opening service at **Beaver Lake Preserve**, as requested in **Attachment "A-3"** – Maintenance Schedule, for Beaver Lake Preserve, West Beaver Lake Drive.

4. Provide custodial maintenance services for restrooms and gate opening service at **East Sammamish Park**, as requested in **Attachment "A-4"** – Maintenance Schedule, for East Sammamish Park, 21300 NE 16th Street.

5. Provide custodial maintenance services for restrooms and gate opening service within the City's designated maintenance area at the **Eastlake High School Community Sports Fields**, as requested in **Attachment "A-5"** – Maintenance Schedule, for Eastlake High School Community Sports Fields, 400 228th Ave NE.

6. Provide custodial maintenance services for restrooms and gate opening service at **Ebright Creek Park**, as requested in **Attachment "A-6"** – Maintenance Schedule, for Ebright Creek Park, 1317 212th Ave SE.

7. Provide custodial maintenance services for restrooms and gate opening service at **Pine Lake Park**, as requested in **Attachment "A-7"** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.

8. Provide custodial maintenance services for restrooms at **Sammamish Commons**, as requested in **Attachment "A-8"** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE.

9. Provide custodial maintenance services for restrooms and gate opening service at **Skyline High School Community Sports Fields**, as requested in **Attachment "A-9"** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

Exhibit 2

Attachment "A-1"
Maintenance Schedule – Beaver Lake Lodge

Beaver Lake Lodge common areas 25101 SE 24th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Empty waste cans and replace plastic liners	Two times per week on Monday and Thursday nights	104
Refill all soap, paper towel, seat protectors, and toilet paper dispensers	Two times per week on Monday and Thursday nights	104
Clean and disinfect all toilets, urinals, and sinks in common restroom.	Two times per week on Monday and Thursday nights	104
Sweep and wet mop vinyl floors in bathrooms, kitchen and hallway with germicide solution.	Two times per week on Monday and Thursday nights	104
Report any fixture, dispenser, or light malfunction to city contact	Two times per week on Monday and Thursday nights	104
Empty recycle and waste cans and replace plastic liners as necessary	Two times per week on Monday and Thursday nights	104
Dust and clean counters, office furniture, horizontal surfaces, doors, light fixtures, ceiling fans, wall vents, and ceiling vents.	Two times per week on Monday and Thursday nights	104
Maintenance Task II: Hard Surface Floor Work		
Vinyl floor maintenance to include a machine scrub and wax of 3 restrooms and hallway	4 times per year. Once in March, May, August, and December. Schedule to avoid conflicts with rentals	4
Strip and rinse vinyl floor in kitchen	4 times per year. Once in March, May, August, and December. Schedule to avoid conflicts with rentals	3
Sweep and clean wood flooring (1847 sf) with approved wood flooring cleaning solution	Two times per week on Monday and Thursday nights	104
Screen and a apply 2 coats of commercial grade water based polyurethane to wood floors	One time per year. Schedule to avoid conflicts with rentals	1
Maintenance Task III: Windows		
Clean all windows inside and out.	4 times per year. Once in March, May, August, and December. Schedule to avoid conflicts with rentals	4

Exhibit 2

Attachment "A-2"
Maintenance Schedule - Beaver Lake Park

Beaver Lake Park, SE 24th @ 244th Ave SE and Public restrooms and gate and public restroom at the Lodge		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Locking gates and restrooms after cleaning	Daily Monday through Friday September thru April, Daily seven days per week May thru August	297
Unlocking gates and restrooms after cleaning	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-3"
Maintenance Schedule – Beaver Lake Preserve

Beaver Lake Preserve Parking Area, West Beaver Lake Drive		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task II: Restroom and Gate Openings		
Unlock gate	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-4"
Maintenance Schedule – East Sammamish Park

East Sammamish Park, 21300 NE 16th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Lock gates and restrooms after cleaning	Daily Monday through Friday September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms after cleaning	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-5"
Maintenance Schedule – Eastlake High School Community Sports Fields

Eastlake High School Community Sports Fields, 400 228th Ave NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Lock all gates and restrooms after cleaning	Daily Monday through Friday January thru December	261
Unlock all gates and restrooms between 6 am and 9 am	All Saturdays and Sundays January thru December	104
Maintenance Task III: Litter and Garbage Removal		
Remove all litter and organic material from synthetic turf fields before 9 am	All Saturdays and Sundays January thru December	104
Empty six garbage cans and replace liners at and around synthetic sports fields	All Saturdays and Sundays January thru December	104

Exhibit 2

Attachment "A-6"
Maintenance Schedule – Ebright Creek Park

Ebright Creek Park, 1317 212th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Lock all gates and restrooms after cleaning	Daily Monday through Friday September thru April, Daily seven days per week May thru August	297
Unlock all gates and restrooms after cleaning	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-7"
Maintenance Schedule – Pine Lake Park

Pine Lake Park, 2405 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Lock all gates and restrooms after cleaning	Daily Monday through Friday September thru April, Daily seven days per week May thru August	297
Unlock all gates and restrooms after cleaning	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-8"
Maintenance Schedule – Sammamish Commons

Sammamish Commons, 801 – 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Cleaning		
Refill all soap, toilet paper, and paper towel dispensers	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks, and shower stalls	Daily seven days per week	365
Wash and dry stainless steel fittings and other bright work	Daily seven days per week	365
Clean mirrors, counter tops, and all other horizontal surfaces	Daily seven days per week	365
Spray and wash walls, stalls, partition surfaces, doorjambs, doors, and trash can exterior surfaces with water and disinfectant solution	Daily seven days per week	365
Sweep and clean floors with germicide solution, water, and scrub brush. Use provided squeegee to dry floors	Daily seven days per week	365
Clean all debris from interior ceilings of restrooms	Daily seven days per week	365
Clean drinking fountains adjacent to restrooms with disinfectant	Daily seven days per week	365
Plunge clogged toilets with supplied plunger	Daily as needed	As Needed
Empty all trash cans and replace liners in restrooms	Daily seven days per week	365
Complete supplied checklist for tasks performed	Daily seven days per week	365
Maintenance Task II: Restroom and Gate Openings		
Lock all gates and restrooms after cleaning	Daily Monday through Friday September thru April, Daily seven days per week May thru August	297
Unlock all gates and restrooms after cleaning	All Saturdays and Sundays September thru April	68

Exhibit 2

Attachment "A-9"
Maintenance Schedule – Skyline High School Community Sports Fields

Skyline High School Community Sports Fields, 1122 – 228th Ave. S.		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task II: Gate Openings		
Unlock all gates between 6 am and 9 am	All Saturdays and Sundays January thru December	104
Maintenance Task III: Litter and Garbage removal		
Remove all litter and organic material from synthetic turf fields before 9 am	All Saturdays and Sundays January thru December	104
Empty six garbage cans and replace liners at and around synthetic sports fields before 9 am	All Saturdays and Sundays January thru December	104

Exhibit 2

City of Sammamish Discretionary Request

Phone: (425) 295-0500 FAX: (425) 295-0600

Date: _____ **Priority:** _____

To:

From:

High ☐

Medium ☐

Low ☐

NATURE OF REQUEST:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date Work Scheduled: _____

Date Completed: _____

Exhibit 2

EXHIBIT "B"
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: ( ) _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program: _____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Pay: $
Account Number:
Date:
Approval:

Approved for Payment by: _____ Date: _____

Exhibit 2

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

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government
_____Consultant

_____Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____
Date Authorized Signature (Required)

CITY COUNCIL AGENDA BILL

Subject:
Contract with Total Landscape Corporation for park maintenance services.

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Parks and Recreation

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute a contract with Total Landscape Corporation to provide landscape maintenance services in city parks.

Exhibits:
1. Bid Tabulation
2. Contract and Scope of Work

Budgeted Amount: 2009 Budget: $200,000 in Park Resource Management Division (Professional Services – Park Maintenance)

Summary Statement:

This Contract for park maintenance services will augment and compliment the work of the in-house maintenance and operations staff. A portion of turf care and landscape service work was identified in the 2009-10 budget to be performed by contract.

A Request for Proposals (RFP) was issued on September 9, 2008 for park maintenance services. A total of four firms responded to the RFP. Total Landscape Corporation was identified as the lowest responsible bidder.

Under this contract, Total Landscape Corporation will provide park maintenance services at Beaver Lake Park, Beaver Lake Preserve, East Sammamish Park, Eastlake High School Community Sports Fields, Ebright Creek Park, Northeast Sammamish Park, Pine Lake Park, Sammamish Commons, and Skyline High School Community Sports Fields.

Background:
September 9, 2008 – RFP issued for park maintenance services for City of Sammamish Parks.

Financial Impact:
The contract amount, $86,847.39, is within the amount budgeted in 2009 for park maintenance services.

The requested authorization amount is $100,000.00, which includes a contract with Total Landscape Corporation for park maintenance services at the City of Sammamish Parks in the amount of $86,847.39. The remaining authorized amount of $13,152.61 will cover additional park maintenance services performed by Total Landscape Corporation as needed throughout the year. Additional park maintenance services are often needed during periods of high park use, to support special events and/or to prepare a site for volunteer projects. Additional services are processed through a discretionary work form (sample included in the contract document).

Recommended Motion:
Authorize the City Manager to execute a contract with Northwest Landscape Services for $86,847.39 to provide landscape maintenance services in city parks and authorize an additional $13,152.61 for additional park maintenance services as needed throughout the year.

Exhibit 1

Bid Tabulation

City of Sammamish
Department of Parks and Recreation

Project: Park Maintenance Services
Date: 11/4/2008 14:00

		Itemized Park Sites								
Bidder	**Total Bid***	**Beaver**	**Preserve**	**Eastlake**	**ESP**	**Ebright**	**NE**	**Pine Lake**	**Commons**	**Skyline**
Total Landscape Corp	$79,676.50	$21,489.00	$1,425.00	$2,774.00	$8,360.00	$10,136.50	$4,959.00	$8,398.00	$20,824.00	$1,311.00
Vinson Brothers Corp	$88,768.00	$16,480.00	$3,376.00	$6,800.00	$3,824.00	$15,584.00	$9,840.00	$13,504.00	$18,048.00	$1,312.00
The Brickman Group LTD	$123,000.00	$18,000.00	$1,200.00	$2,100.00	$8,400.00	$9,000.00	$6,000.00	$8,700.00	$68,400.00	$1,200.00
NW Landscape Services	$148,056.00	$22,824.00	$2,880.00	$3,024.00	$15,360.00	$29,076.00	$7,380.00	$17,400.00	$47,688.00	$2,424.00

The apparent low bidder for Park Maintenance Services is: Total Landscape Corporation

* Does not include sales tax

Exhibit 2

SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT

Between:	Total Landscape Corporation
Project:	Landscape Services for City Parks
Commencing:	January 1, 2009
Terminating:	December 31, 2009
Amount:	$86,847.39

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Landscape Maintenance Services; and

WHEREAS, pursuant to the invitation of the City, extended through public advertisement, 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, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed $86,847.39.

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. Warranties/Guaranty.

4.1 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.

4.2 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.

5. 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 City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

6. 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:

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

6.2 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

6.3 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.

7. Prevailing Wages.

7.1 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.

8. 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.

9. 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.

10. Termination. This Contact 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.

The Contract will be in effect from January 1, 2009 through December 31, 2009.

11. 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.

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

13. 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.

14. 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.

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

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

17. 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.

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

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

TO CITY:	**TO CONTRACTOR:**
City of Sammamish	Contractor: Total Landscape Corporation
Contact Name: Kyle Endelman	Contact Name: Marv Hedington
801 228th Avenue SE	Address: 6013 238th ST SE
Sammamish, WA 98075	Woodinville, WA 98072
Phone: (425) 295-0500	Phone: (888) 485-2435

Exhibit 2

CITY OF SAMMAMISH, WASHINGTON	CONTRACTOR, WASHINGTON
By:_____	By: Hefesonne
Title: City Manager	Title: VICE PRESIDENT
Date:_____	Date: 12/9/08
Attest/Authenticated:	Approved as to Form:
_____	_____
City Clerk	City Attorney

EXHIBIT "A"
Scope of Work

The scope of work includes those items referenced in the Request for Proposals for "Landscape Services for City of Sammamish Parks" dated September 9, 2008 and the following specific scope of services:

Scope of Services:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.

2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.

3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
    a. Require the vendor to rectify the deficiency within 24 hours and/or,

    b. Collect liquidated damages as specified in the Contract.

7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing

done at the park sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and it is advisable that this work normally be completed before 3:30 pm.

8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, thatching, aerating, structural repairs; all items referenced "Not in Contract" or "NIC" on "Attachment A".

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)

11. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

12. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

13. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

14. Smoking shall not be permitted in any City Building or on City grounds.

15. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

16. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

17. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

18. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

19. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

20. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Ground Maintenance Services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.

5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
    a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the City.

b. The vendor shall maintain all lawns, excluding developed athletic fields, at the sites covered by this agreement in a healthy, neat, trim, and growing condition.

c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.

d. Fine turf mowing shall be mowed to a height range of one and one-half (1 ½) to two and one-quarter (2 ¼) inches.

e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.

f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.

g. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.

i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.

b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.

c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.

b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.

c. Caution shall be used to prevent chipping of concrete structures by edging equipment.

d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Plant Materials, Bead Areas and Tree Wells

1. Pruning

a. The vendor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition.

b. All pruning must be done under the supervision of a certified arborist.

c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator.

d. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Administrator.

e. Ornamental trees shall be pruned to maintain access along pedestrian and trail corridors. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.

f. Vertical trail clearance is a minimum eight feet (8') and horizontal clearance is three feet (3') beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the City and are not included in the contract. Pruning over twelve feet (12') is not part of the scope of services and will be handled by use of a Discretionary Work

Request Form, unless specifically called for in the bid request for a specific site.

g. Ornamental trees without tree wells are to be grass free twelve to eighteen inches (12-18") from the tree base.

h. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.

i. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.

j. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.

k. Tree grates shall be removed to weed in the tree well and add pea gravel mulch. If needed tree grates shall be cut to fit around the tree to provide a minimum of one inch (1") clearance or maximum four inch (4") clearance.

l. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.

m. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

a. Landscaped/planted areas shall be free of leaves, litter, debris, weeds, spent blooms, and diseased, insect infested or dead plants and/or trees.

b. Landscape bed areas shall be kept in a weed free condition. Hand weeding is encouraged. Otherwise, beds will receive an approved pre-emergent or post-emergent herbicide. Landscape bed refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.). The vendor shall provide twenty-four (24) hours advance notice to the Contract Administrator before making any chemical applications. Authorization to proceed will be given by the Contract Administrator once the site has been inspected.

c. <u>The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the Contract Administrator prior to application</u>. All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. Casoron shall be used <u>only</u> with the approval of the Contract Administrator and <u>only</u> in very limited areas.

d. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to Vendor negligence or misuse of pesticides, including, where irrigation is available, negligence in providing adequate water supply for healthy plant growth and nourishment

e. The vendor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators in coordination with the City.

f. The vendor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City via a Discretionary Work Request Form.

g. Plant materials supplied by the vendor to the City shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris should be removed from them to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

G. Maintenance Task IV: Natural Area Maintenance

The vendor shall be responsible for mechanical control of invasive plant material (Scotch Broom, English Ivy, Himalayan Blackberry, Thistle, etc.) in specified areas. Areas of infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.

2. All litter and animal feces shall be removed from vendor maintained areas. The vendor shall remove litter from the site for disposal. The vendor shall empty all trash receptacles at the parks and replace liners, as needed. The vendor shall be responsible for supplying the liners (3 mil).

3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.

4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.

5. Manual watering shall be administered as indicated in "Form 4" to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present i.e. trees, shrubs, groundcovers, and annuals.

I. Park Locations and Specific Scope of Services

1. Provide landscape maintenance services for all developed areas within **Beaver Lake Park**, excluding developed athletic fields and including limited natural area maintenance, as requested in **Attachment "A-1"** – Maintenance Schedule, for Beaver Lake Park, SE 24th @ 244th Ave SE.

2. Provide landscape maintenance services for all developed areas within the parking area at **Beaver Lake Preserve**, as requested in **Attachment "A-2"** – Maintenance Schedule, for Beaver Lake Preserve Parking Area Landscape, West Beaver Lake Drive.

3. Provide landscape maintenance services for all developed areas within **East Sammamish Park**, excluding developed athletic fields, as requested in **Attachment "A-3"** – Maintenance Schedule, for East Sammamish Park, 21300 NE 16th Street.

4. Provide landscape maintenance services for all developed areas within the City's designated maintenance area at the **Eastlake High School Community Sports Fields**, excluding developed athletic fields, as requested in **Attachment "A-4"** –

Maintenance Schedule, for Eastlake High School Community Sports Fields, 400 228th Ave NE.

5. Provide landscape maintenance services for all developed areas within **Ebright Creek Park**, including limited natural area maintenance, as requested in **Attachment "A-5"** – Maintenance Schedule, for Ebright Creek Park, 1317 212th Ave SE.

6. Provide landscape maintenance services for all developed areas within **Northeast Sammamish Park**, as requested in **Attachment "A-6"** – Maintenance Schedule, for Northeast Sammamish Park, Sahalee Way @ NE 36th Street.

7. Provide landscape maintenance services for all developed areas within **Pine Lake Park**, excluding developed athletic fields and including limited natural area maintenance, as requested in **Attachment "A-7"** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.

8. Provide landscape maintenance services for all developed areas within the **Sammamish Commons**, including limited natural area maintenance, as requested in **Attachment "A-8"** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE.

9. Provide landscape maintenance services for all developed areas within **Eastlake High School Community Sports Fields**, excluding developed athletic fields, as requested in **Attachment "A-9"** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

Exhibit 2

Attachment "A-1"
Maintenance Schedule - Beaver Lake Park

Beaver Lake Park, SE 24th @ 244th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November, plus one extra	10
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	NIC	NIC
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-2"
Maintenance Schedule – Beaver Lake Preserve

Beaver Lake Preserve Parking Area Landscape, West Beaver Lake Drive		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Twice a month March thru November	18
Line Trimming	Twice a month March thru November	18
Edging	Twice a month March thru November	18
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	Twice a month March thru November	18
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	N/A	NIC
Maintenance Task V: Other Services		
Leaf Removal	Twice in November	2
Litter Removal	NIC	NIC
Brush Control	NIC	NIC
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-3"
Maintenance Schedule – East Sammamish Park

East Sammamish Park, 21300 NE 16th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Once per week April thru June.; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Once per week April thru June; Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
Groundcover Trimming	NIC	NIC
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June; Twice a month July to November	23
Weed Removal	April, May, June, August, October	5
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	N/A	NIC
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	NIC	NIC
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-4"
Maintenance Schedule – Eastlake High School Community Sports Fields

Eastlake High School Community Sports Fields, 400 228th Ave NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Once per week April thru June; Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November	9
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once a week starting the third week in March thru November	37`
Weed Removal	April, June, September	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	NIC	NIC
Maintenance Task V: Other Services		
Leaf Removal	Three time in November	3
Litter Removal	Once a week starting the third week in March thru November	37
Brush Control	NIC	NIC
Windfall Debris Removal	As needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-5"
Maintenance Schedule – Ebright Creek Park

Ebright Creek Park, 1317 212th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November; Plus one extra	10
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	NIC	NIC
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-6"
Maintenance Schedule – Northeast Sammamish Park

Northeast Sammamish Park, Sahalee Way @ NE 36th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November; plus one extra	10
Groundcover Trimming	NIC	NIC
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	NIC	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	NIC	NIC
Maintenance Task V: Other Services		
Leaf Removal	Three times in November	3
Litter Removal	NIC	NIC
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-7"
Maintenance Schedule – Pine Lake Park

Pine Lake Park, 2405 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November; plus one extra	10
Groundcover Trimming	NIC	NIC
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	NIC	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week March thru November	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week in November	4
Litter Removal	NIC	NIC
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-8"
Maintenance Schedule – Sammamish Commons

Sammamish Commons, 801 – 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November; Plus two extra times Once in June and July	11
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	May, June, July, September	4
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	NIC	NIC
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

Attachment "A-9"
Maintenance Schedule – Skyline High School Community Sports Fields

Skyline High School Community Sports Fields, 1122 – 228th Ave. S.		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
Groundcover Trimming	April, June, October	3
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed Removal	N/A	NIC
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	N/A	NIC
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	Once a week starting the third week in March thru November	37
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Exhibit 2

City of Sammamish Discretionary Request #_____

Phone: (425) 295-0500 FAX: (425) 295-0600

Date: _____ **Priority:** _____

To:

From:

High ☐

Medium ☐

Low ☐

NATURE OF REQUEST:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date Work Scheduled: _____

Date Completed: _____

Exhibit 2

EXHIBIT "B"
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: ( ) _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Attach itemized description of services provided.

Specific Program: _____

_____
Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Pay: $
Account Number:
Date:
Approval:

Approved for Payment by: _____ Date: _____

Exhibit 2

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

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

✓ Corporation ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 911477126

Social Security No.: 539-04-9607

Print Name: EDWARD J. MANICKAM

Title: VICE PRESIDENT

Business Name: TOTAL LANDSCAPE CORPORATION

Business Address: 6013 238th Street SE, WOODINVILLE, WA. 98072

Business Phone: 425-820-4358 ; 1-888-485-2435

12/9/08
Date

Authorized Signature (Required)

CITY COUNCIL AGENDA BILL

Subject:
2009-2010 Contract for Legal Services

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Administrative Services

Clearances:

X City Manager ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** **X Attorney**

Action Required:
Approve 2009-2010 Contract for Legal Services

Exhibits:
- 2009-2010 Contract for Legal Services

Budgeted Amount: 2009 – $258,000, 2010 – $264,00

Summary Statement:

This is a contract with the Law Firm Kenyon & Disend to provide Legal Services to the City for 2009 – 2010.

Background:

The City has traditionally contracted with an outside law firm to provide the following services:

- Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;

- Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;

- Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;

- Attend all regular City Council meetings on an as-needed basis, unless excused there from by the City Manager;

- Attend Weekly Department Director Meetings

Financial Impact:

2009 Budget – $258,000, 2010 Budget – $264,00

Recommended Motion:

Move to Approve 2009-2010 Contract for Legal Services

Exhibit 1

CONTRACT FOR LEGAL SERVICES
2009-2010

I.
PARTIES

This contract is made on this _____ day of _____, 2008, between the City of Sammamish ("City") and Kenyon Disend, PLLC ("Attorneys").

II.
SERVICES OF THE ATTORNEYS

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Bruce Disend will serve as the City Attorney and will direct the services provided under this contract.

III.
QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV.
SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution services. The City Attorney may have other attorneys employed by the law firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

(1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;

(2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;

(3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;

(4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;

(5) Attend all regular City Council meetings on an as-needed basis, unless excused there from by the City Manager;

(6) Attend Weekly Department Director Meetings

V.
FEES AND COSTS

For the year 2009, the services identified in Section IV, subsections 1, 3, 4, and 5 shall be billed on a fixed fee basis of $13,077 = (2008 Rate $12,360 x 1.058) per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2009/2010, as set forth in Exhibit A.

For the year 2010, the services identified in Section IV, subsections 1, 3, 4, and 5 shall be billed on a fixed fee basis of $13,077 x City Employee COLA, (In the past the City Council has used the June to June Seattle Tacoma Bremerton CPI) per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2010, as determined by the parties.

Additional work performed under this contract shall be billed at the Attorneys' regular hourly rates. In addition, the Attorneys will charge the City ten cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, filing fees advanced and other direct expenses.

The Attorneys shall not charge the City for any travel time or mileage costs incurred for trips to or from Sammamish, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Sammamish, if any, shall be reimbursed at the Attorneys' then current rates and charges.

Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

VI.
PAYMENT TERMS

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

VII.
TIME RECORDS

The Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

VIII.
CONTRACT PERIOD

This contract shall take effect as of January 1, 2009 and expire on December 31, 2010, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

IX.
INSURANCE

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By:_____
Ben Yazici, City Manager

KENYON DISEND, PLLC

By:_____
Bruce L. Disend

Exhibit 1

EXHIBIT "A"

KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2009

ATTORNEYS:

Partners and Senior Attorneys:	
Michael R. Kenyon	$245.00
Bruce L. Disend	$245.00
Shelley M. Kerslake	$215.00
Chris D. Bacha	$215.00
Bob Sterbank	$215.00
Sandra S. Meadowcroft	$210.00
Margaret J. King	$210.00
Noel Treat	$210.00
Kari Sand	$200.00

Associate Attorneys:	
Amy Jo Pearsall	$175.00
Renee Walls	$160.00

PARALEGALS:

Margaret C. Starkey	$100.00
Sheryl A. Loewen	$ 90.00
Pam M. Odegard	$ 85.00
Shelly Crossland	$ 85.00
Mary Eichelberger	$ 85.00
Terry Cox	$ 85.00
Kim Obermayer	$ 85.00
Kathy Swoyer	$ 85.00

LEGAL INTERNS: $100.00

CITY COUNCIL AGENDA BILL

Subject:
Authorization for the City Manager to renew the agreement with King County to provide support services for the volunteer lakes-monitoring program.

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works

Clearances:

☐ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Motion authorizing the City Manager to execute a renewal of the City's agreement with King County to provide support services for the volunteer lakes-monitoring program for 2008, 2009 and 2010.
Exhibits:
1. Scope of work/agreement

Budgeted Amount: $ 25,000 is allocated under Surface Water Management fund (408-000-538-32-51-00) in the 2008, 2009 and 2010 budgets for these services.

Summary Statement:

The City wishes to renew its contract agreement with King County for support services associated with the volunteer lake monitoring program.

Background:

Beaver and Pine Lakes are two of the City's greatest natural resource assets. To be able to track trends and indicators over time the collection and compilation of information related to the lake water quality and quantity is needed.

The actual data collection for this effort is performed by volunteers that King County recruits and trains. Under this services contract King County Water and Resource Land Division will provide support to volunteers as well as ensure the quality of the information gathered and provide pertinent information on the data analyses. The data

collected at Pine Lake and the two Beaver Lake Basins will be compiled into an annual report that is submitted to the City.

In addition, if required, the County will provide technical assistance and educational outreach on the nature and management of the lakes ecosystems.

The City has funded these support services since 2005. This contract would be a continuation of that funding choice.

Financial Impact:

$25,000 is allocated under Surface Water Management fund in the 2008, 2009 and 2010 budgets for these services. The actual contract amount with King County for these services is $20,200, $20,850 and $21,675, respectively.

Recommended Motion:

Move to authorize the City Manager to execute a contract renewal with King County to provide lake monitoring support services for Beaver and Pine Lake for a contract amount not to exceed $62,725 ($20,200 + $20,850 + $21,675).

Exhibit 1

Scope of Work 2008-2010
City of Sammamish Lake Monitoring Support Services
For Pine and Beaver Lakes

The King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP) to the City of Sammamish for monitoring water quality and quantity on both an annual and seasonal basis for Pine Lake and the two major basins of Beaver Lake. Monitoring will include assuring the quality of the compiled data and providing pertinent information on analyses, reporting back to the city and citizen volunteers in a timely fashion and in a manner agreed upon by both parties. Other activities, on a request basis, may include technical assistance to the city and the public on questions concerning water quality problems, environmental best management practices, and ecosystem functions.

Annual monitoring program:
KC-LSP will train designated citizen volunteers or city staff in the correct methods of data collection for measuring daily precipitation and lake water levels, for weekly measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide and maintain the proper equipment and will consult or supervise on proper installation and use. The monitor will provide a boat and safety equipment necessary.

KC-LSP will also provide blank field sheets for data reporting on a quarterly basis and will accept either completed field sheets or electronic data files in return.

Seasonal monitoring program:
Sampling will occur biweekly from May through October each year for a total of 12 events per season. KC-LSP will train designated monitors in the correct methods of data collection for water sample collection and storage, measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide proper sampling equipment and will be responsible for repair or replacement if necessary. The program will also provide all sample bottles and will pick up filled bottles at a designated site to deliver to the KC Environmental Labs for analysis.

Ten of the sampling trips will focus on water just beneath the surface, and two will look at depth profiles, collecting additional water from other depths. Routinely measured water quality parameters will include concentrations of total phosphorus, total nitrogen, and chlorophyll-*a*, with identification of the major species of algae present. Additional parameters during the profile sampling events will include soluble reactive phosphorus, nitrate, pH, alkalinity and UV254 (water color).

Database management, analysis, quality assurance, and reporting:
The program will enter all received data from monitors and the KC Environmental Labs into electronic files, analyze all data for quality assurance, consistency, and general water quality conditions. Staff will pursue explanations for anomalies, look for trends or indicators of change in the parameters over time, and if requested make management suggestions to the city or citizens based upon the information.

A compilation of the data as part of the program's annual report will be delivered to city staff and cooperating citizen volunteers within a reasonable time after the end of each year, as well as e-files of the data in excel format. A presentation to the city council or appropriate staff may be made if requested, with time for discussion of pertinent issues.

Technical assistance and educational outreach:
Technical assistance and educational outreach on the nature and management of lake ecosystems will be provided to the city and citizens in the form of phone conversations and emails, specific literature research and reporting back, technical reports in addition to the annual report that contain information and recommendations, community presentations, or other methods and types of communication provided upon request. Citizen groups will need authorization from the city in order to qualify for substantial services from the KC-LSP. This work will be billable to the city by the hour for staff time and for major materials outlay, if necessary, up to the agreed upon amount per year stated in this contract. If additional effort is desired by the city in some circumstances, it can be provided through an amendment to this Scope of Work authorized by Sammamish.

Budget:
The charges set out below are based upon staff salaries, lab costs, equipment, and indirect operating expenses to monitor Pine Lake and the two major basins of Beaver Lake for the years of 2008-2010.

Pine and Beaver Lakes

Cost Element	2008	2009	2010
Seasonal monitoring	$ 17,700	$ 18,300	$ 19,100
Annual monitoring	$ 1,000	$1,050	$ 1,075
Assistance by request	$ 1,500	$1,500	$ 1,500
Total	$ 20,200	$20,850	$21,675

The seasonal and annual monitoring elements will be covered by a flat fee on a per lake basis, to be paid annually by the participating city upon the receipt of billing.

Further technical assistance not related directly to the mechanics of the monitoring effort will be billable by the hour, to be paid annually by the city upon receipt of a detailed accounting from KC Water and Land Resources, but shall not exceed $1500 per year unless specifically agreed upon by both parties in writing, including signatures and date.

Authorized by City of Sammamish:

_____
Name

_____
Title

Date: _____

CITY COUNCIL AGENDA BILL

Subject:
2009 Amendment Local Hazardous Waste Management Grant Program

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Admin Services

Clearances:

X City Manager
☐ **Police**
☐ **Public Works**
☐ **Fire**
☐ **Building/Planning**
☐ **Attorney**

Action Required:
Approval of 2009 Amendment Local Hazardous Waste Management Grant Program

Exhibits:
1. 2009 Amendment Local Hazardous Waste Management Grant Program

Budgeted Amount: $14,050.75 from the Local Hazardous Waste Management Grant Program

Summary Statement:

The Local Hazardous Waste Management Grant Program is one of three sources of funding for the City's Recycling Program. The Program includes three Residential Recycling Collection Events, one Business Collection Event, and our Rain Barrel Distribution Program.

No non-grant funds will be expended on this Program

Background:

Our Recycling Program has been in operation for a number of years and is extremely popular with our citizens.

Financial Impact:

The City will receive funding from three separate grants totaling $82,434.01 to fund our Recycling Program. No non-grant funds will be expended on these projects.

Recommended Motion:

“Move to Approve 2009 Amendment to the Local Hazardous Waste Management Grant Program.

CONTRACT AMENDMENT

PROJECT NAME	Local Hazardous Waste Management Program
CONTRACTOR	City of Sammamish
ADDRESS	801 – 228th Ave SE Sammamish, WA 98075

CONTRACT NO.	D37987D
DATE ENTERED	1/1/2008
AMENDMENT NO.	1
DATE ENTERED	1/1/2009

AMENDMENT REQUESTED BY

PHSKC
Organization

P Shallow
Name

AMENDMENT AFFECTS

- ☐ Scope of Services
- ☒ Time of Performance
- ☒ Compensation
- ☐ Method of Payment
- ☐ Reliance
- ☐ Terms and Conditions
- ☐ Results of Services

1. Purpose of Amendment: This Amendment adds $14,050.75 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2009 as authorized by the 2009 Annual King County Budget and changes Contract boilerplate language in two sections.
2. AMEND: **Contract Total $13,939.43**

   TO READ: **Contract Total $27,990.18**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2008**

   TO READ: **Contract Period: January 1, 2008 – December 31, 2009**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2009, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by adding the attached **Exhibit II – 2009, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION**:
   "Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2008..."

   TO READ: **Section II.A. TERM AND TERMINATION**:
   "Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009..."

7. AMEND: **Section III.B COMPENSATION AND METHOD OF PAYMENT**:

   "The County shall make payment to the Contractor not more than **45** days after a complete and accurate invoice is received."

   TO READ: **Section III.B COMPENSATION AND METHOD OF PAYMENT**:

   "The County shall make payment to the Contractor not more than **30** days after a complete and accurate invoice is received."

8. AMEND: **Section VI.G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS:**

   "The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.17**."

   TO READ: **Section VI.G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS:**

   "The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.56**."

All other terms and conditions of the original contract shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY, WASHINGTON	CONTRACTOR
_____ FOR	Pete Butkus
King County Executive	Signature
	PETE BUTKUS
Date	Name (please type or print)
	24 NOV 08
	Date

EXHIBIT I - 2009

D37987D

MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR 2009 ACTIVITIES

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Sammamish will organize three citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFCs and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
   a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
   b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
   c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The

City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Sara Ninteman at the City of Sammamish, 801 228th Avenue SE, Sammamish, at (425) 295-0515, (sninteman@ci.sammamish.wa.us) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Jay Watson
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
jay.watson@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

Exhibit 1

EXHIBIT II - 2009
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Sammamish
801 228th Ave. SE
Sammamish, WA 98075

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
401 Fifth Avenue, Suite 1100
Seattle, WA 98104

Contract #D37987D

Period of time: _____, 2009 to _____, 2009.

In performance of a signed Contract between King County and the City of Sammamish, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

_____ _____
Signature Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	$14,050.75			
TOTAL	$14,050.75			

_____
For Health Department Use Only

Local Hazardous Waste Management Program Approval:

_____ _____
Paul Shallow Date

CITY COUNCIL AGENDA BILL

Subject:
Adopt Resolution to join the self-insured pool of the Cities Insurance Association of Washington

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Admin Services

Clearances:

X **City Manager**
☐ **Police**
☐ **Public Works**
☐ **Fire**
☐ **Building/Planning**
X **Attorney**

Action Required:
Adopt Resolution to join the self-insured pool of the Cities Insurance Association of Washington

Exhibits:

1. A Resolution to join the self-insured pool of the Cities Insurance Association of Washington

Budgeted Amount: NA

Summary Statement:

This is a Resolution for the City to join the self-insured pool of the Cities Insurance Association of Washington

Background

On November 18, 2008 the City Council voted to accept the City Staff's recommendation to move Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW). This Resolution memorializes that decision.

Financial Impact:

Moving Sammamish's Insurance Services from WCIA to CIAW. would save $30,000 to $60,000 in 2009 depending on the deductibles selected, (see 2008/2009 WCIA and CIAW Insurance Rates and Deductibles).

Recommended Motion:

Move to Adopt Resolution to join the self-insured pool of the Cities Insurance Association of Washington.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2008-___

A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL TO JOIN THE SELF-INSURED POOL OF THE CITIES INSURANCE ASSOCIATION OF WASHINGTON

WHEREAS, the City Council of the City of Sammamish met and reviewed the proposal for the City of Sammamish to join a self insured pool of cities, special districts, and fire districts in the State of Washington through the Cities Insurance Association of Washington,

and,

WHEREAS, this proposal described the program structure, insurance, coverage, premium, and other formation requirements for entering a self insured retention pool for property and liability risks; the City of Sammamish wishes to proceed as a member in the pool.

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

The City Council authorizes the City Manager to pursue membership of the City of Sammamish in the self insured pool, update risk management policies of the City of Sammamish if necessary, and provide for the necessary administrative structure to manage the program to the benefit of the City of Sammamish.

ADOPTED BY THE CITY COUNCIL AT THEIR MEETING THEREOF ON THE_____ DAY OF _____ 2008.

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED

_____
Melonie Anderson, City Clerk

Approved as to form:

_____

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008
Passed by the Council:
Resolution No:

CITY COUNCIL AGENDA BILL

Subject:
Cities Insurance Association of Washington Interlocal Agreement

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Admin Services

Clearances:

X **City Manager**
☐ **Police**
☐ **Public Works**
☐ **Fire**
☐ **Building/Planning**
X **Attorney**

Action Required:
Authorize City Manager to sign the Cities Insurance Association of Washington Interlocal Agreement on behalf of the City

Exhibits:

1. Cities Insurance Association of Washington Interlocal Agreement
2. History of WCIA Insurance Coverage
3. 2008/2009 WCIA and CIAW Insurance Rates and Deductibles
4. City Insurance Services Memo

Budgeted Amount: $242,000 (2009 Proposed Budget)

Summary Statement:

This Interlocal Agreement Authorizes moving Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW).

Background:

City Insurance History – Since 1999 the City has purchased Auto, Boiler & Machinery, Crime & Fidelity, Liability, and Property Insurance through the Washington Cities Insurance Authority (WCIA) self insured pool. Our total cost for insurance services has escalated significantly over the last few years, (see attached History of WCIA Insurance Coverage).

- 2006 Total Cost - $158,522

- 2007 Total Cost - $213,781
- 2008 Total Cost - $243,360

Auto and Property Insurance Deductables – Since 1999 the City has taken a conservative approach and maintained a low deductable for both Auto and Property Insurance. One potential area of savings would be to raise our deductables. A review of our Claim History would appear to justify this action. Increasing Auto and Property Insurance deductables to $25,000 per year would have saved the City approxemently $30,000 in 2008 (see attached History of WCIA Insurance Coverage).

Claims Management – Through consultation with both our City Attorney and WCIA's risk management program we are actively managing claims filed against the City and addressing potential claims. By being proactive we are providing quality customer service to citizens with legitimate claims and reducing the number of claims filed against the City.

Cities Insurance Association of Washington (CIAW) – Another potential area of saving would be to move Sammamish's Insurance Services from WCIA to CIAW. CIAW offers the advantage of significant savings…$30,000 to $60,000 in 2009 depending on deductibles…and through their relationship with the Baldwin Resource Group, excellent claims and risk management support, (see 2008/2009 WCIA and CIAW Insurance Rates and Deductibles).

November 4, 2008 City Council Meeting – On November 4, 2008 City Staff recommended to the City Council to move Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW). The City Council requested the following information:

- The most significant difference in premiums between WCIA and CIAW is Liability Insurance. How is this savings achieved?
- Is there was an independent rating agency for self insurance pools? How are WCIA and CIAW rated?

Council's concerns were addressed in the attached November 7, 2008 City Insurance Services Memo.

November 18, 2008 City Council Meeting – The City Council voted to accept the City Staff's recommendation to move Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW).

Financial Impact:

Moving Sammamish's Insurance Services from WCIA to CIAW. would save $30,000 to $60,000 in 2009 depending on the deductibles selected, (see 2008/2009 WCIA and CIAW Insurance Rates and Deductibles).

Recommended Motion:

“Move to Authorize City Manager to sign the Cities Insurance Association of Washington Interlocal Agreement on behalf of the City

Exhibit 1

INTERLOCAL AGREEMENT

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

Exhibit 1

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FOR

INTERLOCAL AGREEMENT

CREATING THE CITIES INSURANCE

ASSOCIATION OF WASHINGTON

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Exhibit 1

INTERLOCAL AGREEMENT CREATING THE CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").

2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.

2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.

2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.* This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities Insurance Association of Washington (the "Association"), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessment by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to

the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.* 3.2.1Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14 shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 Types of Memberships There shall be two (2) separate memberships in the Association. Regular Members shall be made up of Cities and Towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

3.3 *Term of Agreement.* This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The Initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associates shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

3.5 *Powers of the Association.* The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;

3.5.2 Make and enter into contracts;

3.5.3 Incur debts, liabilities or obligations;

3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

3.5.5 Sue and be sued, complain and defend, in its corporate name;

3.5.6 Hire employees and agents; and

3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Association.* The Association shall have the following responsibilities:

3.6.1 Within thirty days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member, or Associate and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.

3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.

3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.

3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.

3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.* Members shall have the following responsibilities:

3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member, or Associate with respect to all matters pertaining to the Association.

3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to insure accuracy of the Association's loss reporting system and shall provide to the Association a written report to all potential claims or losses within 14 days after they become known to the Member or Associate.

3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies adopted by the Board of Directors and shall cooperate with the Association, and any insurer of the Association in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the regular members of that Committee shall be selected as follows. The area served by the Association shall be

divided into three geographic regions with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To insure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursal billings to individual Members and Associate for their proportionate charges, (3) payment and management of claims sustained by Members or Associate of the Association and liaison with representatives acting on behalf of participating Members or Associate.

3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.

3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.

3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.

3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.

3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year sixty days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the

Association shall be from September 1 through August 31 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole: (1) beginning and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associate. All payments due the Association from Members or Associate upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than thirty days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the Committee Member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advise and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.* The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\text{Member Reassessment Amount} = (\text{Liability Due and Not Serviced By Current Pool Assets}) + (\text{Required Reserve Account}) \times \frac{\text{Member Contribution or Assessments Since Inception}}{\text{TOTAL OF ALL Assessment or Contributions Since Inception}}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.* Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.* Any Member or Associate may withdraw only at the end of the Association's fiscal year (August 31) and only after it has given the Association written notice prior to September 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.* The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.* Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any assessments or

retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Members' membership

3.16 *Termination and Distribution.*

3.16.1 *Termination.* This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members which withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.* Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular Members that were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.* Notices to Members or Associate hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.* This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.* The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member, or Associate the Member or Associate or previous Member or Associate agrees to pay such sums as the

court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.* If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.* No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.* No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associate upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

3.23 *Entire Agreement.* This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.* If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.* Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.* The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.* This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. *Execution.* The parties have executed this Agreement by authorized officials thereof.

_____
Name of City or Town or Public Entity

_____
Mailing Address

_____
Street Address (if different from above)

_____ _____ _____
City Zip Phone

By_____
Signature of Authorized Official

_____
(Print or Type Name)

_____
Title

_____
Date

Exhibit 1

EXHIBIT A

List of Members

Exhibit 1

CITIES INSURANCE ASSOCIATION OF WASHINGTON
Members
2008 - 2009

1. Town of Albion
2. Town of Almira
3. City of Asotin
4. City of Bingen
5. City of Black Diamond
6. City of Blaine
7. City of Brewster
8. City of Buckley
9. City of Chewelah
10. City of Colfax
11. City of College Place
12. Town of Colton
13. City of Colville
14. City of Connell
15. City of Cosmopolis
16. Town of Coulee Dam
17. Town of Creston
18. City of Davenport
19. City of Dayton
20. City of Duvall
21. City of East Wenatchee
22. Town of Electric City
23. Town of Elmer City
24. Town of Endicott
25. City of Entiat
26. City of Ephrata
27. City of Everson
28. City of Fircrest
29. City of Grand Coulee
30. City of Granite Falls
31. Town of Hartline
32. Town of Ione
33. City of Kahlotus
34. City of Kennewick
35. City of Kittitas
36. Town of Krupp
37. Town of LaCrosse
38. City of Liberty Lake
39. Town of Lind
40. Town of Lyman
41. City of Lynden
42. City of Lynnwood
43. Town of Mansfield
44. Town of Marcus
45. Town of Mattawa
46. Town of Metaline Falls
47. Town of Millwood
48. City of Moxee
49. City of Napavine
50. Town of Nespelem
51. City of Newport
52. City of Nooksack
53. City of Oakville
54. City of Okanogan
55. City of Omak
56. City of Oroville
57. City of Pacific
58. City of Palouse
59. City of Pateros
60. City of Prosser
61. City of Quincy
62. Town of Reardan
63. City of Redmond
64. City of Republic
65. City of Ritzville
66. Town of Riverside
67. City of Rock Island
68. City of Royal City
69. Town of Saint John
70. City of Sea-Tac
71. City of Sedro-Woolley / Sedro Woolley FD
72. City of Selah
73. City of South Bend
74. Town of South Cle Elum
75. City of Sprague
76. Town of Starbuck
77. City of Stevenson
78. City of Sultan
79. City of Sumas
80. City of Sunnyside
81. City of Tekoa
82. City of Tenino
83. City of Tieton
84. City of Tonasket
85. Town of Uniontown
86. City of Waitsburg
87. Town of Washtucna
88. Town of Waterville
89. City of White Salmon
90. Town of Wilbur
91. Town of Wilkeson
92. City of Woodland
93. City of Yakima

Revised 09-18-08

Exhibit 2

History of WCIA Insurance Coverage

Coverage	2006 WCIA	Deductible	2007 WCIA	Deductible	2008 WCIA	Deductible
Auto Damage	$ 9,910.00	$ 250.00	$ 10,665.00	$ 250.00	$ 11,326.00	$ 250.00
Boiler and Machinery	$ 455.00	$ 10,000.00	$ 1,718.00	$ 10,000.00	$ 1,419.00	$ 10,000.00
Crime/Fidelity	$ 310.00	$ 10,500.00	$ 300.00	$ 10,500.00	$ 321.00	$ 10,500.00
Liability	$ 137,728.00	$ -	$ 156,564.00	$ -	$ 185,538.00	$ -
Property	$ 10,119.00	$ 1,000.00	$ 44,534.00	$ 1,000.00	$ 44,756.00	$ 1,000.00
TOTAL	**$ 158,522.00**		**$ 213,781.00**		**$ 243,360.00**	

Claim History

Year	Auto	Property
2001	$ 547.76	$ 2,118.00
2002	$ 54.40	$ -
2003	$ -	$ -
2004	$ -	$ 38,986.99
2005	$ 1,325.54	$ -
2006	$ 20,808.68	$ -
2007	$ 1,534.10	$ -

WCIA Deductibles

	2008 WCIA	Deductible
Auto	$ 11,326.00	$ 250.00
	$ 6,790.00	$ 500.00
	$ 4,714.00	$ 1,000.00
	$ 3,400.00	$ 5,000.00
	$ 1,070.00	$ 25,000.00
Property	$ 44,756.00	$ 1,000.00
	$ 33,404.00	$ 5,000.00
	$ 24,671.00	$ 25,000.00

Legend

Total Annual Cost for Insurance Services

Deductibles discussed in the Agenda Bill

WCIA Increased Auto and Property Deductable

Coverage	2008 WCIA	Deductible
Auto Damage	$ 1,070.00	$ 25,000.00
Boiler and Machinery	$ 1,419.00	$ 10,000.00
Crime/Fidelity	$ 321.00	$ 10,500.00
Liability	$ 185,538.00	$ -
Property	$ 24,671.00	$ 25,000.00
TOTAL	**$ 213,019.00**	

Exhibit 3

2008/2009 WCIA and CIAW Insurance Rates and Deductibles

Coverage	2008 WCIA	Deductible	2009 WCIA	Deductible	2009 WCIA	Deductible
Auto Damage	$ 11,326.00	$ 250.00	$ 11,892.30	$ 250.00	$ 1,345.00	$ 25,000.00
Auto Liability - Included in Auto Damage						
Underinsured Motorist Coverage - Included in Auto Damage						
Boiler and Machinery	$ 1,419.00	$ 10,000.00	$ 1,489.95	$ 10,000.00	$ 1,489.95	$ 10,000.00
Crime/Fidelity	$ 321.00	$ 10,500.00	$ 337.05	$ 10,500.00	$ 337.05	$ 10,500.00
Liability	$ 185,538.00	$ -	$ 199,805.00	$ -	$ 199,805.00	$ -
Property	$ 44,756.00	$ 1,000.00	$ 46,993.80	$ 1,000.00	$ 25,904.55	$ 25,000.00
TOTAL	**$ 243,360.00**		**$ 260,518.10**		**$ 228,881.55**	

Coverage	2009 CIAW	Deductible	
Auto Damage	$ 3,931.00	$ 250 private pass-comp & collision $1,000 all others	
Auto Liability	$ 13,314.00	$ 5,000.00	
Underinsured Motorist Coverage	$ 1,440.00	$ 1,000.00	
Boiler and Machinery	$ 12,623.00	$ 2,500.00	
Crime/Fidelity	$ 582.00	$ 1,000.00	
Liability	$ 63,115.00	$ 5,000.00	
Property	$ 73,595.00	$ 5,000.00	
	$ 168,600.00	$ 5,000.00	Liability
TOTAL	**$ 188,600.00**	$ 20,000.00	Broker Service Fee
	$ 177,966.00	$ 1,000.00	Liability
TOTAL	**$ 197,966.00**	$ 20,000.00	Broker Service Fee

Exhibit 4

November 7, 2008

TO: City Manager Ben Yazici

FR: Director of Administrative Services Mike Sauerwein

RE: City Insurance Services

BACKGROUND

On November 4, 2008 City Staff recommended to the City Council to move Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW). The City Council requested the following information:

- The most significant difference in premiums between WCIA and CIAW is Liability Insurance. How is this savings achieved?

- Is there was an independent rating agency for self insurance pools? How are WCIA and CIAW rated?

RESPONSE TO COUNCIL'S CONCERNS

Mac Chavarria and Mike Gano of the Baldwin Resources Group provided the following information. Mac and Mike will also both be available to answer questions at the City Council's November 18, 2008 meeting.

The CIAW is a property and liability risk and insurance pooling program. It self-insures those losses that it believes are manageable and predictable, i.e. $25,000 per loss. Excess insurance coverage is purchased to protect the members and the pool against catastrophic claims. This aspect of the program has been managed very successfully, so successful that in fact, since its inception in 1988, the pool has never had to impose a retroactive assessment on its membership.

The savings enjoyed by the CIAW are generated by the successful implementation of their loss control programs and claims handling protocols. The net result has been that the CIAW members have received reduced rates. The CIAW Excess Insurance and Aggregate Stop Loss coverage providers agree, they have consistently provided discounted rates. The rates are discounted because of the pool's superior loss experience. The pool assets are in fact, not reserves, because a reserve can only be used to pay claims. Their "reserves" are really un-reserved equity which the CIAW Board can and does use for many purposes, such as loss control measures, and new training programs such as the Driver Training Simulator or the Firearms Training Simulator. They can also use assets to provide training scholarships to city employees or to pay down a rate spike if they encountered one.

Exhibit 4

The CIAW also purchases Aggregate Stop Loss Coverage to protect the pool assets against an abnormal frequency of claims in any one year. This coverage eliminates the risk of any retroactive assessments if the liability losses exceed the amount budgeted and collected from the membership.

The amount budgeted each year is based on an actuarial formula that calculates anticipated losses and as mentioned, the CIAW goes further by purchasing an aggregate stop loss policy to protect against claims frequency or severity.

There is no rating authority for pools, however all of the CIAW excess partners are A.M. Best A+15 rated Insurance Carriers. The excess insurance carrier is, i.e. Travelers Insurance Company, A.M. Best Rated: A + (Superior), Financial Size Category: XV ($2 Billion or greater in policyholder surplus).

CITY COUNCIL AGENDA BILL

Subject:
East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place – Interlocal Agreements

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute Interlocal Agreements with Northeast Sammamish Sewer and Water District and Sammamish Plateau Water and Sewer District

Exhibits:
1. Interlocal Agreement with Northeast Sammamish Sewer and Water District
2. Interlocal Agreement with Sammamish Plateau Water and Sewer District

Budgeted Amount: $15,866,500 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

Summary Statement:

The East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place roadway improvement project requires multiple adjustments and relocations of existing utility facilities. Water and sewer utility work has been incorporated into the City's construction contract as both the City and the water and sewer utility districts can achieve cost savings which benefits the public's interest. Interlocal agreements with the water and sewer utility districts are necessary to protect each party's interests. The Public Works Department recommends that the City Council authorize the City Manager to execute Interlocal agreements with Northeast Sammamish Sewer and Water District and Sammamish Plateau Water and Sewer District associated with the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place roadway improvement project.

Background:

The project design team has conducted an extensive coordination process with all of the affected utility companies. Through this coordination it became clear that there was a benefit to the public to incorporate the water and sewer utility improvements with the City's roadway construction contract. The water and sewer work requires excavation in and adjacent to the existing roadway. Constructing this work under a separate contract would result in added delays to the traveling public if constructed in advance of the City's roadway contract. Increased coordination effort and potential increased exposure to claims would result if these improvements are constructed simultaneously by a separate contractor. For these reasons, along with an expected coast savings, that the staff recommends authorizing the Interlocal Agreements.

(Detailed project background is included in the ELSP Construction Authorization agenda bill also included in the December 16 agenda.)

Financial Impact:

There is no net financial impact associated with incorporating the water and sewer utility improvement into the City's roadway contract. All costs to construct the utility improvements are passed on to the two water and sewer districts. The Agreement stipulates that the districts will reimburse the City within 45 calendar days of receipt of the City's payment authorization to the roadway contractor. Should a decision be made to not construct the East Lake Sammamish Parkway roadway improvements, the City is under no obligation to proceed with the water and sewer utility improvements.

Recommended Motion:

Move to authorize the City Manager to execute Interlocal Agreements with Northeast Sammamish Sewer and Water District and Sammamish Plateau Water and Sewer District.

Exhibit 1

NOV 13 2008

INTERLOCAL AGREEMENT

CITY OF SAMMAMISH AND NORTHEAST SAMMAMISH SEWER & WATER DISTRICT

EAST LAKE SAMMAMISH PARKWAY WIDENING PROJECT

THIS AGREEMENT is made and entered into by and between the City of Sammamish, a municipal corporation (the "City"), and the Northeast Sammamish Sewer & Water District, a municipal corporation (the "District"), for the purposes set forth below.

WHEREAS, the City proposes to proceed with the East Lake Sammamish Parkway Widening Project (the "Project"); and

WHEREAS, the District provides water and sewer service in the general area of the Project in accord with applicable Washington State and King County laws, regulations and franchises; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by the City performing certain work for the District during construction of the Project, namely the relocation of utilities (the "District Work"). The Scope of Work and Cost Estimate for the District Work are attached as Exhibit A, respectively, for informational purposes; actual costs will be determined as a result of approved contract bids and actual construction and construction administration costs.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

I. DESIGN

The District shall, in a timely manner, furnish reproducible construction drawings, specifications, special contract provisions, and other necessary documents (collectively "District Plans") for the District Work. When delivered to City, the District Plans shall be incorporated into the City plans and specifications for the Project. The District shall notify the City of any changes, which must be made to the City Plans to bring them into conformance with District requirements, which changes shall be promptly made by the City.

II. BIDDING

The City shall incorporate the District Plans into its Contract Bid Documents as a separate bid schedule in such manner as to allow: 1) the accurate identification by the District of the costs of the District Work; and 2) the District's option to elect to exclude the District Work.

Within one work day following the opening of the bids for the Project, the City shall furnish the District with the complete bid of the lowest responsible bidder, including all bid prices, and the list of contractors and subcontractors for the District Work for the District's approval. By noon on the first or third Tuesday of the month following the opening of the bids (whichever occurs first), the District shall review the bid documents and notify the City in writing whether the District approves or rejects the bid for the District's work. The City shall not proceed with the District Work if the City has received written notification from the District that the District rejects the bid for the District Work, which it may do for any reason without cost or penalty. . Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work deemed necessary. The District shall pursue this work in accordance with Sammamish Ordinance 2001-78, which requires that such work be completed within 45 days of adoption of a City Council resolution and notification from the Director of Public Works, unless the Director of Public Works determines that allowing more time will not interfere with the City's planned work; provided, the City shall allow the District reasonable time and conditions to coordinate with City and accomplish the District Work. Additionally, the District shall require its contractor to coordinate all District Work located at the project site with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City's contractor or the work by other utilities. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's contractor 10 days prior to beginning District work on site.

III. CONTRACT ADMINISTRATION

A. The City shall provide the necessary engineering, administrative, inspection and clerical services necessary for the construction management of the Project. In providing such services, the City may exercise all the powers and perform all the duties as authorized by law and this agreement.

B. The District may furnish, and the City will allow, an inspector to be on the Project site to verify proper compliance with requirements set forth in the Special Provisions while the Contractor is doing the District Work. The District's inspector shall advise the City of any deficiencies noted. The City may designate the District's inspector as the City's agent to communicate directly with the Contractor's field personnel regarding compliance with the contract specifications for the District Work. The District and the City mutually recognize that the contract allows for 10 hour work days by the Contractor Monday through Saturday with Sunday and holiday work allowed upon request; both the City and the District will provide personnel they each determine is needed to be on site and/or on-call during these work times and each will be responsible to provide regular and overtime compensation to their own employees as each determines is needed.

C. During construction, the District shall notify the City as soon as practicable, in writing, of any changes it wishes to make in the plans and specifications, which affect the

District Work, which changes shall be made, if reasonably feasible. Similarly, the City will notify the District as soon as practicable of any changes required by the City in the scope of the Project, or of any changes which substantially change the nature of the District Work and will obtain the District's approval of such changes to the District Work. Notification by a party shall be given prior to commencement of the changes. The cost of the change to both parties shall be borne by the party proposing the changes, and any cost savings shall benefit the party proposing the changes provided that those cost savings are applicable to expenses that party would otherwise have been subject to pay. The City shall act as the District's agent in negotiating change orders with the Contractor.

D. The City shall provide the District with written notice of completion of the District Work. The District's inspector shall perform final inspection of the District Work. The District shall, within ten (10) working days of its final inspection, provide to the City final acceptance of the District Work, or alternatively, provide an itemized and detailed response as to why final acceptance of the District Work cannot be given. If the District fails to respond to the City's notice of completion within ten (10) calendar days, the District will be deemed to have given final acceptance of the District Work. Upon final acceptance of the District Work, the City shall be relieved of any and all responsibility and/or liability for the District Work and the condition of the District facilities; provided, however, the City shall assign its rights under the Project contract relating to the District Work to the District, including warranty and maintenance obligations by the Contractor relating to the District Work. The City shall require the Contractor to the extent required and the provisions enforceable in the Project contract to maintain the Performance Bond in effect for a period of one (1) year following District final acceptance of the water and sewer facilities to cover the cost of repairing or replacing faulty materials or workmanship.

E. The City shall provide the District with "as built" drawings of the District Work within 60 days after project completion. If the original design drawings were prepared in digital format using AutoCAD or other automated drafting/design software, the revisions during construction shall be incorporated onto the as-built record drawings digitally. The District will be provided all AutoCad files pertaining to the District Work. All hard copy drawings shall be on a minimum 4-mil mylar format, clearly marked in the lower right-hand corner as "As-Built". As-built information for water and sewer facilities shall conform to the District standard details for as-built drawings.

IV. PAYMENT

The District shall reimburse the City for the contract price of the District Work, as adjusted by any change orders agreed to by the District, to perform the District work.

Due to the high dollar value of the District's work that will be performed by the City, it is important that reimbursement be done in an expeditious manner. The City will provide monthly pay estimate reports to the District at least seven (7) calendar days prior to the City Council authorizing payment. The District will reimburse the City within 30 calendar days of receipt of

the City Council authorization of payment, except as to any disputed amounts. Any past due payments shall accrue simple interest at the rate of one percent (1%) per month until paid.

V. INDEMNIFICATION AND HOLD HARMLESS

Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Claims shall include, but not be limited to, defects or mistakes in plans, specifications and/or drawings, assertions that the use or transfer or any software, book, document, report, film, tape, or sound reproduction of any kind, delivered hereunder, constitutes an infringement of any copyright patent, trademark, trade name, and/or otherwise results in unfair trade practice.

In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

VI. OTHER PROVISIONS

A The City shall retain ownership and usual maintenance responsibility for the road and sidewalk. The District shall retain the rights of exclusive use, regulation, and control of the completed "District Work" and full ownership of such District Work including, but not limited to, the right to sell, transfer, or assign its rights in the District Work.

B. This agreement contains the entire agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both parties.

C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the parties to this Agreement, or their officials, officers, employees, agents or representative, to any third party.

D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both parties.

E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the parties.

VII. INDEMNIFICATION OF DISTRICT AND INSURANCE

The City shall require the contractor building the Project to have the District, its officers, agents and employees named as an insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt of same by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor building the Project to be solely and completely responsible for safety and safety conditions at the job site, including the safety of all persons and property during performance of the work. The contractor shall comply with all applicable City and State regulations, ordinances, orders and codes regarding safety. The District shall have no responsibility as to safety and safety conditions at the job site.

This agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last written below.

CITY OF SAMMAMISH	NORTHEAST SAMMAMISH SEWER & WATER

Exhibit 1

	DISTRICT
_____	Laura Szentes
Signature	Signature
_____	_____
Ben Yazici, City Manager	Laura Szentes, General Manager
_____	11/10/08
Date	Date

Exhibit 2

INTERLOCAL AGREEMENT

CITY OF SAMMAMISH AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

EAST LAKE SAMMAMISH PARKWAY WIDENING PROJECT PHASE 1 WATER AND SEWER FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City"), and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City proposes to proceed with the East Lake Sammamish Parkway Widening Project (the "Project"); and

WHEREAS, the District provides water and sewer service in the general area of the Project in accord with applicable Washington State and King County laws, regulations and franchises; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by the City performing certain work for the District during construction of the Project, namely the relocation and installation of certain water and sewer utilities (the "District Work"). The Scope of Work and Cost Estimate for the District Work are attached as Exhibit A, respectively, for informational purposes; actual costs will be determined as a result of approved contract bids and actual construction costs as provided for in this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

I. DESIGN

The District shall, in a timely manner, furnish reproducible construction drawings, specifications, special contract provisions, and other necessary documents (collectively "District Plans") for the District Work. When delivered to City, the District Plans shall be incorporated into the City plans and specifications for the Project. The District shall notify the City of any changes which must be made to the City Plans to bring them into conformance with District requirements, which changes shall be promptly made by the City.

II. BIDDING

The City shall incorporate the District Plans into its Contract Bid Documents as a separate bid schedule in such manner as to allow: 1) the accurate identification by the District of

the costs of the District Work; and 2) the District's option to elect to exclude the District Work from the Project.

The City shall publicly bid the Project in accordance with applicable public works laws. Within one work day following the opening of the bids for the Project, the City shall furnish the District with the complete bid of the lowest responsible bidder, including all bid prices for the District Work ("Contract Price"), and the list of contractors and subcontractors for the District Work for the District's approval. By noon on the first or third Tuesday of the month following the opening of the bids (whichever occurs first), the District shall review the bid documents and notify the City in writing whether the District approves or rejects the bid for the District's work. The City shall not proceed with the District Work if the City has received written notification from the District that the District rejects the bid for the District Work, which it may do for any reason without cost or penalty. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work deemed necessary. The District shall pursue this work in accordance with Sammamish Ordinance 2001-78, which requires that such work be completed within 45 days of bid award for the Project by adoption of a City Council resolution and notification from the Director of Public Works, unless the Director of Public Works determines that allowing more time will not interfere with the City's planned work; provided, the City shall allow the District reasonable time and conditions to coordinate with City and accomplish the District Work. Additionally, the District shall require its contractor to coordinate all District Work located at the project site with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City's contractor or the work by other utilities. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's contractor 10 days prior to beginning District work on site.

III. CONTRACT ADMINISTRATION

A. The City shall provide the necessary engineering, administrative, inspection and clerical services necessary for the construction management of the Project. In providing such services, the City may exercise all the powers and perform all the duties as authorized by law and this Agreement.

B. The District may furnish, and the City will allow, an inspector to be on the Project site to verify proper compliance with requirements set forth in the Contract Documents for the project while the Contractor is doing the District Work. The District's inspector shall advise the City of any deficiencies noted. The City may designate the District's inspector as the City's agent to communicate directly with the Contractor's field personnel regarding compliance with the contract specifications for the District Work. The District and the City mutually recognize that the contract allows for 10 hour work days by the Contractor Monday through Saturday with Sunday and holiday work allowed upon request; both the City and the District will provide personnel they each determine is needed to be on site and/or on-call during these work times and

each will be responsible to provide regular and overtime compensation to their own employees as each determines is needed.

C. During construction, the District shall notify the City as soon as practicable, in writing, of any changes it wishes to make in the plans and specifications which affect the District Work, which changes shall be made if reasonably feasible. Similarly, the City will notify the District as soon as practicable of any changes required by the City in the scope of the Project, or of any changes which substantially change the nature of the District Work and will obtain the District's approval of such changes to the District Work. Notification by a Party shall be given prior to commencement of the changes. The cost of the change to both Parties shall be borne by the Party proposing the changes, and any cost savings shall benefit the Party proposing the changes provided that those cost savings are applicable to expenses that Party would otherwise have been subject to pay. The City shall act as the District's agent in negotiating change orders with the Contractor.

D. The City shall provide the District with written notice of completion of the District Work, together with draft as-built drawings based on final surveyed locations of the District Work. The District's inspector shall perform final inspection of the District Work. The District shall, within ten (10) working days of its final inspection, provide to the City final acceptance of the District Work, or alternatively, provide an itemized and detailed response as to why final acceptance of the District Work cannot be given. The City shall then require the Project contractor to complete the District Work to the District's satisfaction. If the District fails to respond to the City's notice of completion within ten (10) calendar days, the District will be deemed to have given final acceptance of the District Work. Upon final acceptance of the District Work by the District, the City shall be relieved of any and all responsibility and/or liability for the District Work and the condition of the District facilities; provided, however, the City shall transfer and assign its rights under the Project contract relating to the District Work to the District, including warranty and maintenance obligations by the Contractor relating to the District Work. The City shall require the Contractor to the extent required and the provisions enforceable in the Project contract to maintain the Performance Bond in effect for a period of one (1) year following District final acceptance of the District Work to cover the cost of repairing or replacing defective or faulty materials or workmanship.

E. The City shall provide the District with final "as built" drawings of the District Work within 60 days after Project completion. If the original design drawings were prepared in digital format using AutoCAD or other automated drafting/design software, the revisions during construction shall be incorporated onto the as-built record drawings digitally. The District will be provided all AutoCAD files pertaining to the District Work. All hard copy drawings shall be on a minimum 4-mil mylar format, clearly marked in the lower right-hand corner as "As-Built". As-built information for water and sewer facilities shall conform to the District standard details for as-built drawings.

IV. PAYMENT

The District shall reimburse the City for the Contract Price of the District Work, as adjusted by any change orders agreed to by the District, to perform the District Work.

Due to the high dollar value of the District's work that will be performed by the City, it is important that reimbursement be done in an expeditious manner. The City will provide monthly pay estimate reports to the District at least seven (7) calendar days prior to the City Council authorizing payment. The District will reimburse the City within 45 calendar days of receipt of the City Council authorization of payment, except as to any disputed amounts. Any past due payments shall accrue simple interest at the rate of one percent (1%) per month until paid.

V. INDEMNIFICATION AND HOLD HARMLESS

Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Claims shall include, but not be limited to, defects or mistakes in plans, specifications and/or drawings, assertions that the use or transfer or any software, book, document, report, film, tape, or sound reproduction of any kind, delivered hereunder, constitutes an infringement of any copyright patent, trademark, trade name, and/or otherwise results in unfair trade practice.

In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

VI. OTHER PROVISIONS

A. The City shall retain ownership and usual maintenance responsibility for the road and sidewalk. The District shall retain the rights of exclusive use, regulation, and control of the

completed "District Work" and full ownership of such District Work including, but not limited to, the right to sell, transfer, or assign its rights in the District Work.

B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.

C. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.

D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.

E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

VII. INDEMNIFICATION OF DISTRICT AND INSURANCE

The City shall require the contractor building the Project to have the District, its officers, agents and employees named as an insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt of same by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor building the Project to be solely and completely responsible for safety and safety conditions at the job site, including the safety of all persons and property during performance of the work. The contractor shall comply with all applicable City and State regulations, ordinances, orders and codes regarding safety. The District shall have no responsibility as to safety and safety conditions at the job site.

This agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below.

CITY OF SAMMAMISH	SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
Signature	Signature
Ben Yazici, City Manager	Ron Little, General Manager
Date	11-4-08 Date

EXHIBIT A

SCOPE OF WORK AND COST ESTIMATE

EAST LAKE SAMMAMISH PARKWAY WIDENING PROJECT PHASE 1 WATER AND SEWER FACILITIES

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

SCOPE OF WORK

- Construct approximately 500 feet of 18-inch diameter parallel sewer from Inglewood Hill Road southward to existing District manhole at Station 100+75.
- Construct approximately 100 feet of 8-inch diameter sewer from existing sewer along East Lake Sammamish Parkway near Station 129+00 eastward to edge of right-of-way for future extension to serve Inglewood Station
- Relocate the existing fire hydrant at Station 130+75 to the planter strip
- At Station 134+10, construct an 8-inch watermain westward across ELSP into Kokomo Place, and install a fire hydrant at the end. Install water services for Tax Parcels 3575300245, 0230, 0210, 0200, 0190, 2925069040, 2925069030, and 2925069041. Add another water service (3/4") to serve new King County Trail restrooms. These may be 2-inch service lines crossing Kokomo Place rather than individual services – to be determined. Reconnect existing services to new meter boxes. Note that reconnecting service to 2925069041 will require an easement at the base of the proposed retaining wall from the property owner of Tax Parcel 2925069030. Abandon the existing water services at Station 133+90 at the main.
- Relocate the eastern end of the 3-inch HDPE low pressure forcemain at the east end of Kokomo Place into the concrete area of the roadway (to increase separation between the forcemain and the existing/future water meters). Construct a new cleanout and abandon the existing cleanout.
- Retain the existing sewage collection valve box for future service to the King County Trail restrooms – relocate if necessary.
- For Tax Parcels 3575300450, 0492, 0490, 0295, 0489, and 0487, install new 1-1/4" grinder pump discharge lines from the grinder pump cleanout box to the existing 3-inch low pressure forcemain on the west side of ELSP. Abandon the existing 2-inch low pressure forcemain on the east side of ELSP that currently provides service to the 6 properties. Abandon the gate valve and 2" forcemain that crosses ELSP at Station 132+75.
- Adjust the existing meter boxes for Tax Parcels 3575300450, 0492, 0490, 0295, 0489, and 0487 with the driveway revisions.

- Between Stations 132+50 and 138+00, due to the construction of new storm drainage facilities along the east side of the Parkway, replace the existing 8-inch watermain with a new watermain located in the center of the new northbound lane
- On NE 16th Street, pursuant to an agreement between the City and the developer for the proposed Field E. Lake Samm NE Short Plat, construct approximately 50 feet of 8-inch watermain eastward along NE 16th Street for future connection of the short plat.
- At Station 134+70, abandon the 2" gate valve and service line that serves Tax Parcels 2925069030 and 2925069041.
- At Station 137+65, abandon the existing fire hydrant (being relocated to the west side of the road)
- At Station 137+90, install a new 8-inch watermain westward across ELSP, install a new fire hydrant, and install new services to replace the 3 existing service lines to 3 meter boxes (doubles) that will be impacted by the retaining wall
- At Station 138+00, relocate the existing service to 1 meter box (double) to the new watermain installed at Station 137+90
- At Station 139+60, existing service to 1 meter box (double) will remain unchanged
- At Station 140+90, install a new 8-inch watermain, fire hydrant, and water services for Tax Parcels 2925069012, 2925069013, 2925069010, and 2925069008.
- At Station 145+00, relocate the existing fire hydrant to the planter strip
- Raise valves cans and manhole frames and covers to grade. At Station 127+75, valve extensions may be required.

COST ESTIMATE

Description	Quantity	Units	Unit Price	Total
Mobilization	1	LS	$30,000.00	$30,000
TESC	1	LS	$5,000.00	$5,000
Traffic Control	1	LS	$20,000.00	$20,000
Shoring (Trench Safety)	1	LS	$15,000.00	$15,000
Connect to Existing Water System	3	EA	$5,000.00	$15,000
8-inch Ductile Iron Pipe	800	LF	$70.00	$56,000
Adjust valve boxes	8	EA	$500.00	$4,000
Fire Hydrant (new)	3	EA	$3,500.00	$10,500
Fire Hydrant (relocate)	2	EA	$1,200.00	$2,400
Blow-off Type I (temporary)	3	EA	$2,000.00	$6,000
Services-Single 3/4" Single	32	EA	$2,000.00	$64,000
Connect to Existing Sewer System	2	EA	$5,000.00	$10,000
Relocate 3" HDPE Low Pressure FM	150	LF	$100.00	$15,000
8-inch PVC Sanitary Sewer	60	LF	$200.00	$12,000
18-inch C-905 PVC Pipe (Sewer)	500	LF	$300.00	$150,000
1-1/4" Grinder Pump Service Lines	6	EA	$1,000.00	$6,000
72" Saddle Manhole	1	EA	$15,000.00	$15,000
48" Manhole to 10'	4	EA	$5,000.00	$20,000
72" Manhole	1	EA	$8,000.00	$8,000
Import Material	2836	TN	$19.10	$54,148
ATB	733	SY	$70.00	$51,333
CSBC	200	TN	$13.79	$2,758
CSTC	100	TN	$29.71	$2,971
1-1/2" Overlay	667	SY	$22.28	$14,853
Concrete Road (Kokomo Place)	1	LS	$3,000	$3,000
Cold Mix	100	TN	$120.00	$12,000
CDF	40	CY	$100.00	$4,000
			SUBTOTAL	$608,963
		TAX @	**9.0%**	$54,807
			SUBTOTAL W/ TAX	$663,770
		CONTINGENCY @	**20%**	$132,754
			CONSTRUCTION COST TOTAL	$796,524

CITY COUNCIL AGENDA BILL

Subject:
Amendment to the Interlocal Agreement between King County and the City of Sammamish for Law Enforcement and Fire Investigation Services

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Administrative Services

Clearances:

X City Manager **X Police**

☐ **Public Works** ☐ **Fire**

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

Action Required:
Approve Amendment to the Interlocal Agreement between King County and the City of Sammamish for Law Enforcement and Fire Investigation Services

Exhibits:

- Amendment to the Interlocal Agreement between King County and the City of Sammamish for Law Enforcement and Fire Investigation Services

Budgeted Amount: NA

Summary Statement:

This is a housekeeping amendment to the Interlocal Agreement between King County and the City of Sammamish for Law Enforcement and Fire Investigation Services.

Background:

The City of Sammamish contracts with King County for Law Enforcement and Fire Investigation Services. Fire Investigation was previously provided by the King County Department of Development and Environmental Services. Due to reorganization by King County, Fire Investigation Services are now provided through the King County Sheriff's Office and the Interlocal Agreement needs to be amended to reflect this reorganization.

Financial Impact:

NA

Recommended Motion:

Move to Approve the Amendment to the Interlocal Agreement between King County and the City of Sammamish for Law Enforcement and Fire Investigation Services

Exhibit 1

Amendment to Interlocal Agreement
Between King County and Cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville for Law Enforcement and Fire Investigation Services

WHEREAS, the parties entered into an Interlocal Agreement for law enforcement services in 2000;

AND WHEREAS, in 2002 section 6.19.1 relating to fire investigation services was amended;

NOW THEREFORE:

1) Section 6.19 is amended as follows:

6.19 Fire Investigation

6.19.1 ~~Beginning in the year 2000, t~~The City may purchase fire investigation services through this agreement. These services will be provided by the King County Sheriff's Office (KCSO) ~~Department of Development and Environmental Services (DDES) Fire Marshal's Office by separate agreement with the KCSO~~ and are optional to the city. If the city purchases fire investigation services from the County, ~~T~~the cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "~~Arson~~ Fire Investigation Costing Model." Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "~~Arson~~ Fire Investigation Call Out Protocols," unless superseded by new or revised protocols adopted by the Oversight Committee, ~~(DDES)~~ KCSO, and affected fire agencies.

~~6.19.2 During the year 2000, the Oversight Committee will sponsor a series of discussions, to include the KCSO, DDES, the King County Executive, contract cities, Fire Agencies, and other cities receiving DDES Fire Investigation Services. The KCSO, in conjunction with DDES, fire agencies and the cities will be responsible for developing a work plan for Oversight Committee approval. The purpose of this work plan will be to identify options for the long-term provision of fire investigation services to city customers. The work plan may consider the following issues: call-out protocols, costing methods, service delivery and organizational issues. The intent of these parties is that the Oversight Committee will make a recommendation for future service delivery by October 31, 2000.~~

6.19.3 Day-to-day fire investigation operational issues will be handled at the lowest practical organizational level. This may typically include staff from the city police, fire agencies and ~~DDES~~ King County Sheriff's Office.

2) Exhibit G is amended as follows:

EXHIBIT G: ~~ARSON~~ FIRE INVESTIGATION COSTING MODEL

Pursuant to section 6.19 of the Interlocal Agreement Relating to Law Enforcement Services, the King County Sheriff's Office (KCSO) ~~Department of Development and Environmental Services (DDES)~~ will provide optional fire investigation services to cities contracting with the King County Sheriff's Office ~~KCSO~~ for police services. The extent to which contract cities use these fire investigation services is not likely to be uniform. This exhibit sets forth the model by which costs of providing such service is to be allocated among the contracting cities.

A city will be charged in accordance with its percentage of historic usage of the service. The total cost to the County is reflected in Exhibit B, as updated by the County from year to year. A percentage of that total cost is assigned to each city based on its historic usage. The percentages of historic usage by cities are updated for each successive contract year. A three-year average is used with the most recent year being added and the oldest year being deleted. A summary table setting forth the current updated percentage assigned to each city is included in Exhibit B.

To determine the cost for each city, the total County cost identified in Exhibit B shall be multiplied by the city's average percentage of use indicated on the most current summary table (Exhibit B). Each city must pay the amount specified whether the service is used during the contract year or not. If a city does not use the services during the contract year, that city's percentage assignment for fire investigation services will drop due to the three-year averaging approach described above. There is no refund for low usage or non-usage.

In the event that cities collectively utilize more or less ~~hours~~ than the previously established "share" of the Fire Investigations Unit assigned to contract cities, and the total ~~program cost~~

city charge no longer meets ~~accordingly exceeds~~ the total cost to the County ~~set forth in Exhibit B~~, the County shall adjust the "share" in the following year's Exhibit B per Section 4 (Compensation) of the ILA. Any "share" adjustment shall require the approval of a majority of Oversight Committee members. ~~those cities exceeding their assigned percentage shall be responsible for the additional cost. Additional costs shall be billed to cities at the DDES' hourly overtime rate set forth in Exhibit B.~~

3) Exhibit H is amended as follows:

EXHIBIT H: ~~ARSON~~ FIRE INVESTIGATION CALL OUT PROTOCOLS

1.0 SUBJECT TITLE: King County Sheriff's Office Fire Investigation Unit - Call Out Protocols for contract cities

2.0 PURPOSE:

2.1 To outline the policies of the King County ~~Fire Marshal's~~ Sheriff's Office regarding the investigation of fires in cities having a contractual agreement for fire investigation with King County and to establish recommended procedures to be followed by the responsible fire suppression agency in determining when a King County fire investigator should be requested.

3.0 ORGANIZATIONS AFFECTED:

~~3.1 Department of Development and Environmental Services~~

~~3.2~~1 King County ~~Fire Marshal's~~ Sheriff's Office

3.~~3~~2 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County ~~Fire Marshal's~~ for fire investigation services.

~~3.4 King County Sheriff's Office~~

3.~~5~~3 Cities having contracts with King County for fire investigation services

4.0 REFERENCES:

4.1 ~~Uniform~~ International Fire Code

4.2 R.C.W. Chapter Title 9 and 9A

4.3 R.C.W. 19.27.110

4.4 R.C.W. 52.12.031 (7)

4.5 R.C.W. 48.48.0~~60~~50

4.6 King County Administrative Policies and Procedures

4.7 King County Fire Marshal Operating instructions Manual

4.8 King County Fire ~~Marshal~~ Investigation Unit Policy & Procedure Manual

5.0 PROCEDURE:

5.1 The Fire Investigation Unit should be notified and respond to fires as follows:

a. Fires where one or more deaths have occurred.

b. Fires where one or more serious injuries have occurred, and those injuries have required or are expected to require hospitalization of the injured party(s).

c. Fires that are suspected to be, or are known to be intentionally set and are not investigated by Fire Department personnel under one of the excepted categories in 6.2.

d. Fires where the fire suppression agency has not determined a cause, except where the loss is minimal and there is no measurable value in determining the cause.

e. All fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring.

Note: This provision is not intended to include containers normally found at the fire scene that exploded as a result of the fire, such as propane bottles, compressed air bottles or aerosol containers.

5.2 The King County ~~Fire Marshal's~~ Sheriff's Office will maintain an investigative program designed to collect, store and disseminate information relating to the prevention of

fires, accidental or arson caused, to reduce loss of life, fire related injuries, incident frequency and monetary loss.

5.3 Every effort will be made to determine the cause of every investigated fire.

5.4 Where the cause has been determined to be arson, the Fire Investigation Unit of the King County ~~Fire Marshal's~~ Sheriff's Office shall perform the follow-up investigation and preparation of criminal charges where appropriate.

5.5 In incidents involving death or serious injury where hospitalization was or is expected to be required, all reports, evidence, and photographs will be properly secured by the fire investigation unit until the case has been resolved

5.6 The King County Fire Investigation Unit will compile and submit monthly UCR (Uniform Crime Reporting) data for the Federal Bureau of Investigation to the King County Sheriff's Office, for cities who contract with the King County Sheriff's Office for police services and to the City Police department for all cities that maintain their own Police Department if requested.

5.7 Fire investigators will submit a scene report within 48 hours of an incident to the police chief and fire chief.

6.0 RESPONSIBILITIES:

6.1 The King County Fire Investigation Unit is responsible for the investigation of all fires that have been investigated by the Fire Investigation Unit as outlined in section 5.1 of this document.

6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:

a. Intentionally set fires in Dumpsters and other refuse/garbage containers.

b. Intentionally set fires in Newspaper collection containers

c. Intentionally set fires in Newspaper distribution structures (Times, P.I., etc.).

d. Intentionally set fires in Containers used for collection of clothing, etc.

e. Intentionally set fires in abandoned vehicles with a value less than $250.

f. And other such fires as the responsible fire department is qualified to investigate.

6.3 For investigations conducted by Fire Department personnel for the investigations noted in section 6.2 above the following recommended procedures may be followed:

a. Notification of the King County Fire Investigation Unit within 48 hours ~~the following business day~~ of all fire investigations conducted by the Fire Department in accordance with Section 6.2 for all fires that were determined to be intentionally set.

b. Examination of the fire scene to determine area, point of origin and cause

c. Identification, protection, preservation and collection of all physical evidence for all fires that were determined to be intentionally set. Fire department personnel will assist the responsible police department patrol unit in packaging of evidence, which will then be transported by the patrol unit for storage.

d. Preparation of a comprehensive fire investigation report using the King County Fire Investigation Unit format and, where necessary, a fire scene sketch for all fires that were determined to be intentionally set.

e. Photographing of the fire scene should be accomplished in three (3) steps, 1) prior to disturbing any debris or other items at or near the point of origin, 2) once again during the examination and 3) at the conclusion of the examinations. Any items considered to be evidence should be shown in photographs at the time and place they were discovered and identified.

f. Notification of the responsible police department via the police communications center where arson is suspected or confirmed.

g. Forwarding of the fire report along with all available information obtained during the investigation and transfer of the physical evidence, where appropriate, to the Fire Investigation Unit for all fires that were determined to be intentionally set.

h. Forwarding a copy of the photographs (or other acceptable photographic medium) and the negatives of the incident to the Fire Investigation Unit for all fires that were determined to be intentionally set.

Note: The proper documentation of fire incidents, accidental or arson, is critical. The scene examination must provide factual information describing what, where, why, and how this fire occurred. Photographs, properly taken, will provide a picture record of the conditions on arrival, during examination, and at the conclusion. The combination will be the basis for re-construction of the fire scene, determination of important time factors and sequence of events prior to and at the time of the fire, including the fire tactics used in extinguishing the fire, an important consideration.

4) This amendment replaces any previous amendments.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

_____

King County Executive

Approved as to Form

_____

Senior Deputy Prosecuting Attorney
for DAN SATTERBERG
King County Prosecuting Attorney

City of _____

_____

Chief Executive Officer

Approved as to Form

_____

City Attorney

COUNCIL MINUTES

Regular Meeting/Study Session
November 4, 2008

Mayor Lee Fellinge called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Lee Fellinge, Councilmembers Jack Barry, Kathleen Huckabay, Michele Petitti and Nancy Whitten.

Councilmember absent: Deputy Mayor Don Gerend.

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

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Chris Musolino led the pledge.

Public Comment

Chris Musolino, 2813 220th Place NE, Heritage Hill HOA President, He was requesting additional police patrol for their neighborhood. There has been an increase of juvenile delinquent behavior.

John Galvin 432 228th Avenue SE, He expressed disappointment that the City staff and Planning Commission have decided to put the Town Center Planning Process on hold. He asked the City Council to advise the Planning Commission to finish this process as soon as possible.

Laura Peterson, 20319 NE 38th Street, She read a letter requesting the City Council to enact an ordinance that makes it illegal to park in a bike lane within the city. Currently there is no such ordinance. This is causing dangerous problem at the school.

Approval of Agenda

MOTION: Councilmember Huckabay moved to amend the agenda by removing items #5 and #6 from the consent agenda the agenda as revised. Motion carried unanimously 6-0.

Student Liaison Report

Skyline Student Liaisons
Homecoming was last week and the school won their football game. The parade was a real success. There will be a Veteran's assembly this Friday.

Consent Calendar
Approval: Claims for period ending October 30, 2008 in the amount of $1,143,953.79 for check No. 22044 through 22157

Resolution: Directing The City Manager To Adjust The Compensation For A Current City Employee Who Will Serve As The Temporary Building Division Lead Worker

Contract: On-Call Consulting/ESA Adolfson

Contract: Inglewood & Thompson Hill Basin Plans/Parametrix

Bid Award: 212th Sidewalk Project/RW Scott Construction

Amendment: Shoreline Master Plan Update/Van Nostrand

Approval: Regular Meeting Minutes for October 7, 2008

Approval: Study Session Notes for October 14, 3008

Approval: Study Session Notes for October 20, 2008

MOTION: Councilmember Cross moved to approve the consent calendar as amended. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

Public Hearing

Second Reading: Adding A New Chapter To The Sammamish Municipal Code Relating To The Protection And Preservation Of Landmarks

Senior Planner Rob Garwood gave the staff report

Public Hearing opened at 7:05 pm

Public comment

Corey Prutzman, 24003 SE 21st Street, He is concerned that a third party can nominate another persons property for this historic designation. An example of where this could be a problem is exemplified by the issue of the Baker House. He requested Council to not take action on

Helen Baxter, Sammamish Heritage Society, She came to thank the Council for passing this ordinance.

Public Hearing closed at 7:12 pm

Mr. Garwood explained that a third party could designate a building as a "Community Landmark" and be approved by the Historic Preservation Officer, who has the option of granting this designation without going through the landmark preservation board. He will check to see if it is very likely a property would be designated against the owner's wishes.

Kamuron Gurol suggested the ordinance be rewritten to include some type of language that would allow for an appeal process that the home owner could participate in.

MOTION: Councilmember Petitti moved to approve the ordinance. Councilmember Huckabay seconded.

Councilmember Petitti moved to table the motion. Councilmember Cross seconded. Motion carried unanimously 6-0.

Unfinished Business - None

New Business

Contract: National Pollutant Discharge Elimination System (NPDES) Phase 2 Gap Analysis/Parametrix

Senior Surface Water Engineer Eric LaFrance gave the staff report. The state has awarded the city a $75,000 grant to help off-set the cost of this contract. He explained that Parametrix has performed this analysis for several other cities of similar size. Councilmember Cross expressed concern that there is currently no money authorized to fund the gap once it is identified.

MOTION: Councilmember Petitti moved to authorize the City Manager to sign a contract with Parametrix in an amount not to exceed $63,954.76. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

Contract: Stormwater Rates Study/FCS Group

Deputy Mayor Butkus gave the staff report. The city has not adjusted the storm water rate since 2005. This rate study, in conjunction with several basin studies and the NPDES gap analysis, will help Council make a decision on what the rate should be.

MOTION: Councilmember Cross moved to authorize the City Manager to enter into a contract with FCS Group in an amount not to exceed $39,750. Councilmember Petitti seconded. Motion carried unanimously 6-0.

Councilmember Huckabay is not that interested in jurisdictional comparisons and if money could be saved in the future by eliminating these comparisons, she would be for it. She also feels that, though an interim rate increase might make some sense, there are many other projects that need to be considered when determining the permanent rate.

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

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 Sammamish, Washington

Administrative Services Director Mike Sauerwein gave the staff report. Both franchise agreements are identical in the details. The term is for 24 years (4 six-year cycles). Right of Way management is a very important part of the agreement. It regulates the districts' work in the ROW and standards of relocation of district facilities as part of city projects. If the pipe is older than five years old, the district pays for the relocation. The goal of these franchise agreements is to encourage communication and cooperation. There is no franchise fee associated with either of these agreements. This is the first reading. No action is required.

Ordinance: First Reading Adopting Interim Regulations Exempting Certain Public Emergency Communications Facilities From Compliance With SMC Chapter 21a.55; Declaring An Emergency; Providing For Severability; And Establishing An Effective Date

Mr. Butkus gave the staff report. Staff is requesting an emergency ordinance so that it will be feasible to move forward with the emergency communication facility that is being built at City Hall. This ordinance will allow a very narrowly defined exemption for the city.

MOTION: Councilmember Whitten moved to suspend Council rules and approved the ordinance on the first reading. Councilmember Cross seconded. Motion carried unanimously 6-0.

City Insurance Services

Administrative Services Director Mike Sauerwein gave the staff report. Council requested that he come back with additional information regarding the reserves of both WCIA and CIAW and their ratings. The City has already given WCIA the one-year notice that we may be terminating our contract with them.

Contract: Pine Lake Water Quality Plan/Tetra Tech

MOTION: Councilmember Huckabay moved to authorize the City Manager to enter into a contract with Tetra Tech in an amount not to exceed $16,006.35. Councilmember Petitti seconded. Motion carried unanimously 6-0.

Mr. LaFrance gave the staff report. This contract will finish the Pine Lake Water Quality plan in light of the updated Shoreline Master Plan. Councilmember Whitten also requested that the new Low Impact Development Regulations be considered as part of this plan.

Council Reports

Councilmember Barry reported that he did not return his free tickets to the Sammamish Symphony, but rather made a donation to support this very important group.

The Nightmare at Beaver Lake was very successful. Approximately 10,000 people went through the nightmare.

Kiwanis will be sponsoring Breakfast with Santa on December 4.

Mayor Fellinge and Deputy Mayor Gerend will be attending the National League of Cities Conference next week.

City Manager Report - none

Meeting adjourned at 8:25 pm

OPEN STUDY SESSION

Open Study Session

- Budget

Close Study Session

_____ _____

Melonie Anderson, City Clerk Lee Fellinge, Mayor

STUDY SESSION NOTES

Study Session/Joint Meeting with Issaquah School District

November 17, 2008

Mayor Lee Fellinge opened the Joint meeting of the Sammamish City Council at 6:30 pm.

Councilmembers present: Mayor Lee Fellinge, Deputy Mayor Don Gerend, Councilmembers Kathy Huckabay, Michele Petitti, Nancy Whitten, and Mark Cross.

Staff present: City Manager Ben Yazici, Community Development Director Kamuron Gurol, and Police Sergeant Robert Baxter.

Issaquah School District: Chad Magendanz, Ron Thiele, Suzanne Weaver, Brian Deagle, Connie Fletcher, Steve Crawford, Jan Woldseth,and Steve Rasmussen.

Topics

- ✓ **Challenges that Sammamish area young people face:**
  - **Concerns around mental health issues**
  - **Stress**
  - **Suicide**
  - **Drug and alcohol use, etc.**

- ✓ **Sammamish Parks Bond**
- ✓ **E-15 Construction**
- ✓ **Skyline Construction**
- ✓ **Potential sidewalks along SE 20th Street**
- ✓ **Boundary Change Recommendations and Impacts on the Plateau**
- ✓ **Overcrowding at Grand Ridge**
- ✓ **Shifting counterclockwise students into E-15**

Close Study Session **9:00 pm**

CITY COUNCIL AGENDA BILL

Subject: 2nd Reading of the proposed Historic Preservation Ordinance and continued Public Hearing

Meeting Date: December 16, 2008

Date Submitted: December 8, 2008

Originating Department: Community Development

Clearances:

Action Required: Open the continued Public Hearing and take testimony, close the hearing, conduct deliberations and approve, or amended the ordinance

X City Manager	☐ **Police**
☐ **Public Works**	☐ **Fire**
X Building/Planning	**X Attorney**

Exhibits:

1. Ordinance adding a new Chapter the Sammamish Municipal Code with SMC21.10 Historic Preservation: Protection and Preservation of Landmarks Chapter attached.

Budgeted Amount: N/A

Issues raised at the November 4th hearing:

- The issue of a property owner's property becoming a community landmark without the owner's knowledge and without having to go through the designation process was raised at the hearing. This issue has been addressed by adding language to 21.10.040.B requiring it to go through the designation process. This was already indicated in the definition of "Community Landmark" (21.10.020.E), but the new language clarifies the procedure in 21.11.040.
- In section 21.10.060.C. clarification was added to distinguish between Community Landmarks (City of Sammamish) and those that are King County Landmarks. (Top of page 8 of 13).
- In addition, a member of the public asked if maintenance language had been included in the county's or other jurisdictions ordinances. Staff

referred the question to King County who indicated that they are unaware of any ordinance which has a maintenance requirement.

Background:

The City Council held their first reading of the proposed ordinance on April 1, 2008. The council also considered an Interlocal agreement with King County to provide services as called for in the proposed ordinance. The Interlocal was approved by the council and forwarded to County by the City Manager. At that time the ordinance was also forwarded to the Planning Commission for their review.

The Planning Commission considered the proposed ordinance at two public meetings on May 15 and June 5 and held a public hearing on May 29, 2008. Their review involved hearing testimony and comments from both King County representatives of the King County Historic Preservation program and one citizen.

At their June 5, 2008 deliberation session on the proposed ordinance the Commission made several revisions based on the testimony received. The Commission recommended the attached Historic Preservation Ordinance for the Council's consideration.

The Council held a public hearing on the 2nd reading of the ordinance on November 4, 2008 and continued the hearing to this date.

Financial Impact: Staff will consider and propose an amendment to the fee resolution for applications made under this ordinance**.**

Recommended Motion: Open the public hearing, consider testimony, amend, and /or approve the proposed ordinance.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2008-____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADDING A NEW CHAPTER TO THE SAMMAMISH MUNICIPAL CODE RELATING TO THE PROTECTION AND PRESERVATION OF LANDMARKS

WHEREAS, historic preservation fosters civic pride in the beauty and accomplishments of the past and improves the economic vitality of our communities; and

WHEREAS, the City of Sammamish desires to designate, protect, and enhance those sites, buildings, districts, structures and objects that reflect significant elements of its cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, and other history; and

WHEREAS, King County is able to provide landmark designation and protection services to the City; and

WHEREAS, the City has elected to contract with King County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection;

WHEREAS, the Planning Commission considered the proposed ordinance that adopts a new chapter of the Sammamish Municipal Code, Chapter 21.10 of Title, Protection and Preservation of Landmarks, during their regular meetings on May 15, May 29, and June 5, 2008; and

WHEREAS, an Environmental Checklist for the proposed amendments, a non-project action, was prepared pursuant to Washington Administrative Code Chapter 197-11 and City of Sammamish Municipal Code Chapter 20.15, and a Determination of Non-Significance (DNS) was issued on July 14, 2008 with the comment period ending on August 7, 2008; and

WHEREAS, the Planning Commission held a public hearing on May 29, 2008, to consider the proposed amendments to the Sammamish Municipal Code; and

WHEREAS, the City Council finds the proposed amendments to the Sammamish Municipal Code to be consistent with, and to implement the intent of, the Comprehensive Plan; and

WHEREAS, after providing public notice, the City Council held a public hearing on November 4, and December 16, 2008 to consider amending the Sammamish Municipal Code in accordance with the proposed amendments; and

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

SECTION 1. Title 21, Chapter 21.10 is hereby added to the Sammamish Municipal Code to read as set forth in Exhibit A to this Ordinance

SECTION 2. Redesignation of Existing Landmarks.

All King County landmarks designated pursuant to the provisions of K.C.C. 20.62 that are located within the boundaries of the City shall be subject to the provisions of this ordinance and considered City of Sammamish landmarks.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____DAY OF NOVEMBER, 2008.

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:	April 1, 2008
First Reading:	April 1, 2008
Public Hearing:	November 4, 2008
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Title 21
Historic Preservation

Chapter 21.10 Protection and Preservation of Landmarks

Sections:

21.10.010 Purpose
21.10.020 Definitions
21.10.030 Landmarks commission created – Membership and organization
21.10.040 Designation Criteria
21.10.050 Nomination procedure
21.10.060 Designation procedure
21.10.070 Certificate of appropriateness procedure
21.10.080 Evaluation of economic impact
21.10.090 Appeal procedure
21.10.100 Penalty for violation of Section 21.10.060
21.10.110 Special valuation for historic properties
21.10.120 Historic Resources – review process
21.10.130 Administrative rules
21.10.140 Severability

21.10.010 Findings and declaration of purpose.

A. The Sammamish City Council finds that:

1. The protection, enhancement, perpetuation and use of buildings, sites, districts, structures and objects of historical, cultural, architectural, engineering, geographic, ethnic and archaeological significance located in the City of Sammamish, and the collection, preservation, exhibition and interpretation of historic and prehistoric materials, artifacts, records and information pertaining to historic preservation and archaeological resource management are necessary in the interest of prosperity, promote civic pride and benefit the general welfare of the residents of the City of Sammamish.

2. Such cultural and historic resources are a significant part of the heritage, education and economic base of the City of Sammamish, and the economic, cultural and aesthetic well-being of the county cannot be maintained or enhanced by disregarding its heritage and by allowing the unnecessary destruction or defacement of such resources.

3. Present historic preservation programs and activities are inadequate for insuring present and future generations of the City of Sammamish residents and visitors a genuine opportunity to appreciate and enjoy our heritage.

4. King County has the experience and personnel qualified to administer a preservation program and that the City desires to make use of the County's expertise.

B. The purposes of this chapter are to:

1. Designate, preserve, protect, enhance and perpetuate those sites, buildings, districts, structures and objects which reflect significant elements of the city's,

state's and nation's cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, historic and other heritage;
2 Foster civic pride in the beauty and accomplishments of the past;
3. Stabilize and improve the economic values and vitality of landmarks;
4. Protect and enhance the city's tourist industry by promoting heritage-related tourism;
5. Promote the continued use, exhibition and interpretation of significant historical or archaeological sites, districts, buildings, structures, objects, artifacts, materials and records for the education, inspiration and welfare of the people of the City of Sammamish;
6. Promote and continue incentives for ownership and utilization of landmarks;
7. Assist, encourage and provide incentives to public and private owners for preservation, restoration, rehabilitation and use of landmark buildings, sites, districts, structures and objects;
8. Assist, encourage and provide technical assistance to public agencies, public and private museums, archives and historic preservation associations and other organizations involved in historic preservation and archaeological resource management.

21.10.020 Definitions. The following words and terms shall, when used in this chapter, be defined as follows unless a different meaning clearly appears from the context:
A. "Alteration" is any construction, demolition, removal, modification, excavation, restoration or remodeling of a landmark.
B. "Building" is a structure created to shelter any form of human activity, such as a house, barn, church, hotel or similar structure. Building may refer to an historically related complex, such as a courthouse and jail or a house and barn.
C. "Certificate of appropriateness" is written authorization issued by the commission or its designee permitting an alteration to a significant feature of a designated landmark.
D. "Commission" is the City of Sammamish Landmarks Commission.
E. "Community landmark" is an historic resource which has been designated pursuant to SMC Section 21.10.060, but which may be altered or changed without application for or approval of a certificate of appropriateness.
F. "Council" is the Sammamish City Council.
G. "Designation" is the act of the commission determining that an historic resource meets the criteria established by this chapter.
H. "Designation report" is a report issued by the commission after a public hearing setting forth its determination to designate a landmark and specifying the significant feature or features thereof.
I. "Director" is the Director of the Sammamish Department of Community Development or his or her designee.
J. "District" is a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.

K. “Historic preservation officer” is the King County Historic Preservation Officer or his or her designee
L. “Historic resource” is a district, site, building, structure or object significant in national, state or local history, architecture, archaeology, and culture.
M. “Historic resource inventory” is an organized compilation of information on historic resources considered to be significant according to the criteria listed in SMC Section 21.10.040. The historic resource inventory is maintained by the historic preservation officer and is updated from time to time to include newly eligible resources and to reflect changes to resources.
N. “Incentives” are such compensation, rights or privileges or combination thereof, which the council, or other local, state or federal public body or agency, by virtue of applicable present or future legislation, may be authorized to grant or obtain for the owner or owners of designated landmarks. Examples of economic incentives include but are not limited to tax relief, conditional use permits, rezoning, street vacation, planned unit development, transfer of development rights, facade easements, gifts, preferential leasing policies, private or public grants-in-aid, beneficial placement of public improvements, or amenities, or the like.
O. “Interested person of record” is any individual, corporation, partnership or association which notifies the commission or the council in writing of its interest in any matter before the commission.
P. “Landmark” is an historic resource designated as a landmark pursuant to SMC Section 21.10.060
Q. “Nomination” is a proposal that an historic resource be designated a landmark.
R. “Object” is a material thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.
S. “Owner” is a person having a fee simple interest, a substantial beneficial interest of record or a substantial beneficial interest known to the commission in an historic resource. Where the owner is a public agency or government, that agency shall specify the person or persons to receive notices under this chapter.
T. “Person” is any individual, partnership, corporation, group or association.
U. “Person in charge” is the person or persons in possession of a landmark including, but not limited to, a mortgagee or vendee in possession, an assignee of rents, a receiver, executor, trustee, lessee, tenant, agent, or any other person directly or indirectly in control of the landmark.
V. “Preliminary determination” is a decision of the commission determining that an historic resource which has been nominated for designation is of significant value and is likely to satisfy the criteria for designation.
W. “Significant feature” is any element of a landmark which the commission has designated pursuant to this chapter as of importance to the historic, architectural or archaeological value of the landmark.
X. “Site” is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains an historical or archaeological value regardless of the value of any existing structures.

Y. “Structure” is any functional construction, such as a bridge or trestle, made usually for purposes other than creating human shelter.

21.10.030 Landmarks Commission created – Membership and organization.
A. The King County Landmarks Commission established pursuant to King County Code, Chapter 20.62 is hereby designated and empowered to act as the Landmarks Commission for the City of Sammamish pursuant to the provisions of this ordinance.
B. The Special Member of the King County Landmarks Commission provided for in Section 20.60.030 of the King County Code shall be appointed by the mayor subject to confirmation of the city council. Such special member shall have a demonstrated interest and competence in historic preservation. Such appointment shall be made for a three-year term. Such special member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the same manner and with the same qualifications as if at the beginning of the term, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but may not serve more than two consecutive three-year terms. Such special member shall be deemed to have served one full term if such special member resigns at any time after appointment or if such special member serves more than two years of an expired term. The special members of the commission shall serve without compensation except for out-of-pocket expenses incurred connected with commission meetings or programs. The City of Sammamish shall reimburse such expenses incurred by such special member.
C. The commission shall not conduct any public hearings required under this ordinance with respect to properties located within the City of Sammamish until its rules and regulations, including procedures consistent with this ordinance, have been filed with the city clerk.

21.10.040 Designation criteria.
A. An historic resource may be designated as a City of Sammamish landmark if it is more than forty years old or, in the case of a landmark district, contains resources that are more than forty years old, and possesses integrity of location, design, setting, materials, workmanship, feeling and association, and:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history; or
2. Is associated with the lives of persons significant in national, state or local history; or
3. Embodies the distinctive characteristics of a type, period, style or method of design or construction, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
4. Has yielded or may be likely to yield, information important in prehistory or history; or
5. Is an outstanding work of a designer or builder who has made a substantial contribution to the field of construction or design.

B. An historic resource may be designated a community landmark through the designation process in SMC 21.10.060 because it is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality or identity of such neighborhood or city or because of its association with significant historical events or historic themes, association with important or prominent persons, or recognition by local citizens for substantial contribution to the community. An improvement or site qualifying for designation solely by virtue of satisfying criteria set out in this section shall be designated a community landmark and shall not be subject to the provisions of SMC Section 21.10.070.

C. Cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past forty years shall not be considered eligible for designation. However, such a property shall be eligible for designation if they are:

1. An integral part of districts that meet the criteria set out in SMC Section 21.10.020 or if it is:
2. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
3. A building or structure removed from its original location but which is significant primarily for its architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
4. A birthplace, grave or residence of a historical figure of importance if there is no other appropriate site or building directly associated with his or her productive life; or
5. A cemetery that derives its primary significance from graves of persons of importance, from age, from distinctive design features, or from association with historic events; or
6. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner or as part of a restoration master plan, and when no other building or structure with the same association has survived; or
7. A property commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or
8. A property achieving significance within the past forty years, if it is of exceptional importance.

21.10.050 Nomination procedure.

A. Any person, including the historic preservation officer and any member of the commission, may nominate an historic resource for designation as a landmark or community landmark. The procedures set forth in SMC Sections 21.10.050 and 21.10.060 may be used to amend existing designations or to terminate an existing designation based on changes which affect the applicability of the criteria for designation set forth in SMC Section 21.10.040 of this chapter. The nomination or designation of an historic resource as a landmark shall constitute nomination or designation of the land which is occupied by the historic resource unless the nomination provides otherwise. Nominations shall be made on official nomination forms provided by the City of Sammamish Department of Community Development or the historic preservation officer,

shall be filed with the Department, and shall include all data required by the historic preservation officer.

B. Upon receipt by the department of any nomination for designation, the Department shall forward the nomination to the historic preservation officer, who shall consult with the person or persons submitting the nomination, and the owner, and prepare any amendments to or additional information on the nomination deemed necessary by the historic preservation officer. The historic preservation officer may refuse to accept any nomination for which inadequate information is provided by the person or persons submitting the nomination. It is the responsibility of the person or persons submitting the nomination to perform such research as is necessary for consideration by the Commission. The historic preservation officer may assume responsibility for gathering the required information or appoint an expert or experts to carry out this research in the interest of expediting the consideration.

C. When the historic preservation officer is satisfied that the nomination contains sufficient information and complies with the commission's regulations for nomination, the historic preservation officer shall forward the nomination to the historic preservation officer and the Landmarks Commission for consideration. The historic preservation officer shall give notice in writing, certified mail/return receipt requested, to the owner of the property or object, to the person submitting the nomination and interested persons of record that a preliminary or a designation determination on the nomination will be made by the commission. The notice shall include:

1. The date, time, and place of hearing;
2. The address and description of the historic resource and the boundaries of the nominated resource;
3. A statement that, upon a designation or upon a preliminary determination of significance, the certificate of appropriateness procedure set out in SMC Section 21.10.070 will apply;
4. A statement that, upon a designation or a preliminary determination of significance, no significant feature may be changed without first obtaining a certificate of appropriateness from the commission, whether or not a building or other permit is required. A copy of the provisions of SMC Section 21.10.070 shall be included with the notice;
5. A statement that all proceedings to review the action of the commission at the hearing on a preliminary determination or a designation will be based on the record made at such hearing and that no further right to present evidence on the issue of preliminary determination or designation is afforded pursuant to this chapter.

D. The historic preservation officer shall, after mailing the notice required herein, promptly provide the commission with copies of the nomination and all supporting information to the commission. No nomination shall be considered by the commission less than thirty nor more than forty five calendar days after notice setting the hearing date has been mailed except where the historic preservation officer or members of the commission have reason to believe that immediate action is necessary to prevent destruction, demolition or defacing of an historic resource, in which case the notice setting the hearing shall so state.

21.10.060 Designation procedure.

A. The commission may approve, deny, amend or terminate the designation of a historic resource as a landmark or community landmark only after a public hearing. At the designation hearing, the commission shall receive evidence and hear argument only on the issues of whether the historic resource meets the criteria for designation of landmarks or community landmarks as specified in SMC Section 21.10.040 and merits designation as a landmark or community landmark; and the significant features of the landmark. The hearing may be continued from time to time at the discretion of the commission. If the hearing is continued, the commission may make a preliminary determination of significance if the commission determines, based on the record before it that the historic resource is of significant value and likely to satisfy the criteria for designation in SMC Section 21.10.040. The preliminary determination shall be effective as of the date of the public hearing at which it is made. Where the commission makes a preliminary determination, it shall specify the boundaries of the nominated resource, the significant features thereof and such other description of the historic resource as it deems appropriate. Within five working days after the commission has made a preliminary determination, the historic preservation officer shall file a written notice of the action with the director and mail copies of the notice, certified mail, return receipt requested, to the owner, the person submitting the nomination and interested persons of record.
The notice shall include:

1. A copy of the commission's preliminary determination; and
2. A statement that while proceedings pursuant to this chapter are pending, or six months from the date of the notice, whichever is shorter, and thereafter if the designation is approved by the commission, the certificate of appropriateness procedures in SMC Section 21.10.070, shall apply to the described historic resource whether or not a building or other permit is required. A copy of SMC Section 21.10.070 shall be enclosed with the notice.
3. The final decision of the commission shall be made after the close of the public hearing or at the next regularly scheduled public meeting of the commission thereafter.

B. Whenever the commission approves the designation of a historic resource under consideration for designation as a landmark, it shall, within fourteen calendar days of the public meeting at which the decision is made, issue a written designation report, which shall include:

1. The boundaries of the designated resource and such other description of the resource sufficient to identify its ownership and location;
2. The significant features and such other information concerning the historic resource as the commission deems appropriate;
3. Findings of fact and reasons supporting the designation with specific reference to the criteria for designation in SMC Section 21.10.040; and
4. A statement that no significant feature may be changed, whether or not a building or other permit is required, without first obtaining a certificate of appropriateness from the commission in accordance with SMC Section 21.10.070, a copy of which shall be included in the designation report. The requirements of this subsection B.4. shall not apply to historic resources designated as community landmarks.

C. Whenever the commission rejects the nomination of a historic resource under consideration for designation as a landmark, it shall, within fourteen calendar days of the

public meeting at which the decision is made, issue a written decision including findings of fact and reasons supporting its determination that the criteria in SMC Section 21.10.040 have not been met. If a historic resource has been nominated as a landmark and the commission designates the historic resource as a community landmark, the designation shall be treated as a rejection of the nomination for King County landmark status and the foregoing requirement for a written decision shall apply. Nothing contained herein shall prevent renominating any historic resource that is rejected under this subsection as a county landmark at a future time provided that no renomination shall occur unless a minimum of one year has passed since the prior decision of the commission.

D.A copy of the commission's designation report or decision rejecting a nomination shall be delivered or mailed to the owner, to interested persons of record and to the director within five working days after it is issued. If the commission rejects the nomination and it has made a preliminary determination of significance with respect to the nomination, it shall include in the notice to the director a statement that SMC Section 21.10.070 no longer applies to the subject historic resources.

E. If the commission approves, or amends a landmark designation, the provisions of SMC Section 21.10.070 shall apply as approved or amended. A copy of the commission's designation report or designation amendment shall be recorded with the King County Records, Elections and Licensing Services Division, or its successor agency, together with a legal description of the designated resource and notification that SMC21.10.070 and SMC Section 21.10.100 apply. If the commission terminates the designation of a historic resource, SMC Section 21.10.070 shall no longer apply to the historic resource.

21.10.070 Certificate of appropriateness procedure.

A. At any time after a designation report and notice has been filed with the director and for a period of six months after notice of a preliminary determination of significance has been mailed to the owner and filed with the director, a certificate of appropriateness must be obtained from the commission before any alterations may be made to the significant features of the landmark identified in the preliminary determination report or thereafter in the designation report. This requirement shall apply whether or not the proposed alteration requires a building or other permit. The designation report shall supersede the preliminary determination report upon issuance.

B. Ordinary repairs and maintenance which do not alter the appearance of a significant feature and do not utilize substitute materials do not require a certificate of appropriateness. Repairs to or replacement of utility systems do not require a certificate of appropriateness provided that such work does not alter an exterior significant feature.

C.1. There shall be three types of certificates of appropriateness, as follows:

a. Type I, for restorations and major repairs which utilize in-kind materials.
b. Type II, for alterations in appearance, replacement of historic materials and new construction.
c. Type III, for demolition, moving and excavation of archaeological sites.

2. The historic preservation officer may approve Type I certificates of appropriateness administratively without public hearing, subject to procedures adopted by the commission. Alternatively the historic preservation officer may refer applications for Type I certificates of appropriateness to the commission for decision. The commission

shall establish and adopt an appeals procedure concerning Type 1 decisions made by the historic preservation officer.

3. Type II and III certificates of appropriateness shall be decided by the commission and the following general procedures shall apply to such commission actions:

a. Application for a certificate of appropriateness shall be made by filing an application for such certificate with the historic preservation officer on forms provided by the commission.

b. If an application is made to the director for a permit for any action which affects a landmark, the director shall promptly refer such application to the historic preservation officer, and such application shall be deemed an application for a certificate of appropriateness if accompanied by the additional information required to apply for such certificate. The director may continue to process such permit application, but shall not issue any such permit until the time has expired for filing with the director the notice of denial of a certificate of appropriateness or a certificate of appropriateness has been issued pursuant to this chapter.

c. After the commission has commenced proceedings for the consideration of any application for a certificate of appropriateness by giving notice of a hearing pursuant to subsection d of this section, no other application for the same or a similar alteration may be made until such proceedings and all administrative appeals therefrom pursuant to this chapter have been concluded.

d. Within forty five calendar days after the filing of an application for a certificate of appropriateness with the commission or the referral of an application to the commission by the director except those decided administratively by the historic preservation officer pursuant to subsection 2 of this section, the commission shall hold a public hearing thereon. The historic preservation officer shall mail notice of the hearing to the owner, the applicant, if the applicant is not the owner, and parties of record at the designation proceedings, not less than ten calendar days before the date of the hearing. No hearing shall be required if the commission, the owner and the applicant, if the applicant is not the owner, agree in writing to a stipulated certificate approving the requested alterations thereof. This agreement shall be ratified by the commission in a public meeting and reflected in the commission meeting minutes. If the commission grants a certificate of appropriateness, such certificate shall be issued within 10 days and the historic preservation officer shall promptly file a copy of such certificate with the director.

e. If the commission denies the application for a certificate of appropriateness, in whole or in part, it shall so notify the owner, the person submitting the application and interested persons of record setting forth the reasons why approval of the application is not warranted.

21.10.080 Evaluation of economic impact.

A. At the public hearing on any application for a Type II or Type III certificate of appropriateness, or Type I if referred to the commission by the historic preservation

officer, the commission shall, when requested by the property owner, consider evidence of the economic impact on the owner of the denial or partial denial of a certificate. In no case may a certificate be denied, in whole or in part, when it is established that the denial or partial denial will, when available incentives are utilized, deprive the owner of a reasonable economic use of the landmark and there is no viable and reasonable alternative which would have less impact on the features of significance specified in the preliminary determination report or the designation report.

B. To prove the existence of a condition of unreasonable economic return, the owner must establish and the commission must find both of the following:

1. The landmark is incapable of earning a reasonable economic return without making the alterations proposed. This finding shall be made by considering and the applicant shall submit to the commission evidence establishing each of the following factors:

a. The current level of economic return on the landmark as considered in relation to the following:

(1). The amount paid for the landmark, the date of purchase, and party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the landmark was purchased;

(2). The annual gross and net income, if any, from the landmark for the previous five (5) years; itemized operating and maintenance expenses for the previous five (5) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

(3). The remaining balance on any mortgage or other financing secured by the landmark and annual debt service, if any, during the prior five (5) years;

(4). Real estate taxes for the previous four (4) years and assessed value of the landmark according to the two (2) most recent assessed valuations;

(5). All appraisals obtained within the previous three (3) years by the owner in connection with the purchase, financing or ownership of the landmark;

(6). The fair market value of the landmark immediately prior to its designation and the fair market value of the landmark (in its protected status as a designated landmark) at the time the application is filed;

(7). Form of ownership or operation of the landmark, whether sole proprietorship, for profit or not for-profit corporation, limited partnership, joint venture, or both;

(8). Any state or federal income tax returns on or relating to the landmark for the past two (2) years.

b. The landmark is not marketable or able to be sold when listed for sale or lease. The sale price asked, and offers received, if any, within the previous two (2) years, including testimony and relevant documents shall be submitted by the property owner. The following also shall be considered:

(1) Any real estate broker or firm engaged to sell or lease the landmark;

(2) Reasonableness of the price or lease sought by the owner;

(3) Any advertisements placed for the sale or lease of the landmark.

c. The unfeasibility of alternative uses that can earn a reasonable economic return for the landmark as considered in relation to the following:

1. A report from a licensed engineer or architect with experience in historic restoration or rehabilitation as to the structural soundness of the landmark and its suitability for restoration or rehabilitation;
2. Estimates of the proposed cost of the proposed alteration and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the commission concerning the appropriateness of the proposed alteration;
3. Estimated market value of the landmark in the current condition after completion of the proposed alteration; and, in the case of proposed demolition, after renovation of the landmark for continued use;
4. In the case of proposed demolition, the testimony of an architect, developer, real estate consultant, appraiser or other real estate professional experienced in historic restoration or rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing landmark;
5. The unfeasibility of new construction around, above, or below the historic resource.
6. Potential economic incentives and/or funding available to the owner through federal, state, county, city or private programs.

d. The owner has the present intent and the secured financial ability, demonstrated by appropriate documentary evidence to complete the alteration.

C. Notwithstanding the foregoing enumerated factors, the property owner may demonstrate other appropriate factors applicable to economic return.

D. Upon reasonable notice to the owner, the commission may appoint an expert or experts to provide advice and/or testimony concerning the value of the landmark, the availability of incentives and the economic impacts of approval, denial or partial denial of a certificate of appropriateness.

E. Any adverse economic impact caused intentionally or by willful neglect shall not constitute a basis for granting a certificate of appropriateness.

20.10.090 Appeal procedure.

A. Any person aggrieved by a decision of the commission designating or rejecting a nomination for designation of a landmark or issuing or denying a certificate of appropriateness may appeal such decision in writing to the Hearing Examiner, within twenty-one calendar days of mailing of notice of such designation or rejection of nomination, or of such issuance or denial or approval of a certificate of appropriateness. The written notice of appeal shall be filed with the historic preservation officer and the city clerk and shall be accompanied by a statement setting forth the grounds for the appeal, the appropriate fee, supporting documents, and argument.

B. If, after examination of the written appeal and the record, the Hearing Examiner determines that:

1. An error in fact may exist in the record, it shall remand the proceeding to the commission for reconsideration or,
2. The decision of the commission is based on an error in law; it may modify or reverse the decision of the commission.

C. The Hearing Examiner's decision shall be based solely upon the record of the proceedings.
D. The Hearing Examiner shall take final action on any appeal from a decision of the commission by adoption of a resolution, and shall enter findings of fact and conclusions of law based upon the record which support its action. The council may adopt all or portions of the commission's findings and conclusions.
E. The action of the Hearing Examiner sustaining, reversing, modifying or remanding a decision of the commission shall be final unless within twenty calendar days from the date of the action an aggrieved person obtains a writ of certiorari from the superior court of King County, state of Washington, for the purpose of review of the action taken.

21.10.100 Penalty for violation of Section 21.10.060.
Any person violating or failing to comply with the provisions of SMC Section 21.10.060 of this chapter shall incur a civil penalty consistent with SMC Title 23, provided, however, that no penalty shall be imposed for any violation or failure to comply which occurs during the pendency of legal proceedings filed in any court challenging the validity of the provision or provisions of this chapter, as to which such violations or failure to comply is charged.

21.10.110 Special valuation for historic properties.
A. There is hereby established and implemented a special valuation for historic properties as provided in chapter 84.26 RCW.
B. The King County landmarks commission is hereby designated as the local review board for the purposes related to chapter 84.26 RCW, and is authorized to perform all functions required by chapter 84.16 RCW and chapter 254-20 WAC.
C. All City of Sammamish landmarks designated and protected under this chapter shall be eligible for special valuation in accordance with chapter 84.26 RCW

21.10.120 Historic Resources - review process.
A. Upon receipt of an application for a development proposal located on or adjacent to a City of Sammamish historic resource, the application shall be circulated to the historic preservation officer. The City of Sammamish shall not approve any development proposal or otherwise issue any authorization to alter, demolish, or relocate or otherwise adversely affect any historic resource identified in the City of Sammamish Historic Resource Inventory, pursuant to the requirements of this chapter until after the review and recommendation of the historic preservation officer is received and considered. The standards in the Sammamish Municipal Code Chapters 21A.25 and .35 shall be expanded when necessary, to preserve the esthetic, visual and historic integrity of the historic resource from the impacts of development on the same or adjacent properties.

1. The historic preservation officer may recommend that the director continue to process the development proposal application, but not issue any development permits or issue a SEPA threshold determination until receiving a recommendation from the historic preservation officer. In no event shall review of the proposal by the historic preservation officer delay permit processing or issuance beyond any period required by law. Permit applications for changes to landmark properties shall not be

considered complete unless accompanied by a certificate of appropriateness pursuant to SMC Section 21.10.070.

2. On known archaeological sites, before any disturbance of the site, including, but not limited to test boring, site clearing, construction, grading or revegetation, the Washington State Department of Archaeology and Historic Preservation (DAHP), and the historic preservation officer, and appropriate Native American tribal organizations must be notified and state permits obtained, if required by law. The historic preservation officer may recommend that a professional archaeological survey be conducted to identify site boundaries, resources and mitigation alternatives prior to any site disturbance and that a technical report be provided to the historic preservation officer, DAHP and appropriate tribal organizations. The historic preservation officer may recommend approval, disapproval or permit conditions, including professional archeological surveys, to mitigate adverse impacts to known archeological sites.

21.10.130 Administrative rules. The director may promulgate administrative rules and regulations pursuant to SMC Section 20.05, to implement the provisions and requirements of this chapter.

21.10.140 Severability. If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances is not affected.

CITY COUNCIL AGENDA BILL

Subject:
Interpretation Code Amendment
A proposed ordinance to refine and clarify administrative procedures related to the interpretation of the Sammamish Municipal Code

Meeting Date: December 16, 2008

Date Submitted: December 10,2008

Originating Department: Community Development

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

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

Action Required:
First Reading and Open Public Hearing

Exhibits:
1. Draft Ordinance
2. Draft Code Amendment (attachment to Ordinance)

Budgeted Amount: N/A – Legislative Approval

Summary Statement:
The proposed ordinance will amend SMC 21A.05 of the Sammamish Municipal Code to refine and clarify administrative procedures related to interpretations of the Sammamish Municipal Code. The amendment includes specific decision criteria for issuing an interpretation, and clarifies the appeal process to the Hearing Examiner.

Background:
The City of Sammamish entered into a settlement agreement, entitled "Commons Settlement Agreement", which required that the City develop procedures that would provide for an administrative appeal to the City hearing examiner, for interpretation of the City's development codes. The proposed ordinance is entirely administrative in nature, and is consequently exempt from SEPA review and transmittal to the Washington Community, Trade, and Economic Development Department (CTED).

Recommended Motion:

Not applicable.

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2008 - ___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTION 21A.05 OF THE SAMMAMISH MUNICIPAL CODE TO REFINE AND CLARIFY ADMINISTRATIVE PROCEDURES RELATED TO THE ISSUANCE OF INTERPRETATIONS OF THE DEVELOPMENT CODE, AND AMENDING CERTAIN OTHER CHAPTERS OF THE CITY OF SAMMAMISH MUNICIPAL CODE FOR CONSISTENCY WITH SECTION 21A.05

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

WHEREAS, pursuant to RCW 36.70A.020, the City is required to plan under the adopted GMA goals adopted to guide the development and adoption of comprehensive plans and development regulations; and

WHERAS, the City Council adopted the City of Sammamish Municipal Code on December 2, 2003; and

WHEREAS, the City of Sammamish entered into a settlement agreement, entitled "Commons Settlement Agreement", which required that the City develop procedures that would include an appeal to the City hearing examiner, for interpretation of the City's development codes; and

WHEREAS, the existing procedures for issuing an interpretation of the City's development codes are contained with chapters 5 and 100 of Title 21A of the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the recommended amendments to the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and the amendments attached to this ordinance reflect the City's balancing of the public interests under the planning goals of the GMA.

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

Section 1. Amendments to the City of Sammamish Municipal Code Adopted. The amendments to the City of Sammamish Municipal Code, as set forth in Attachments "A" to this ordinance, are hereby adopted.

Section 2. Interpretation. The City Council authorizes the applicable director to administratively interpret these provisions as necessary to implement the intent of the City Council.

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

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008
Public Hearing: December 16, 2008

First Reading: December 16, 2008
Public Hearing
Passed by the City Council:
Date of Publication:
Effective Date:

Exhibit 2

Proposed Sammamish Municipal Code Amendments:
Interpretation Code Amendments

Amendment List:

SMC 21A.05.055	- Interpretation – Applicability and Intent
SMC 21A.05.060	- Interpretation – General
SMC 21A.05.070	- Interpretation – Standard industrial classification
SMC 21A.05.080	- Interpretation – Zoning maps
SMC 21A.05.085	- Interpretation – Public Request – acknowledgement - notice
SMC 21A.05.090	- Administration and review authority
SMC 21A.05.095	- Interpretation – Review
SMC 21A.15.XXX	- Code Interpretation
SMC 21A.15.XXX	- Development Regulation
SMC 21A.100.050	- Director review – Decision regarding proposal.
SMC 21A.100.055	- Director review - Procedure for issuance of interpretations.
SMC 21A.100.060	- Director review – Decision final unless appealed.

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Plain Text – Language existing within the Sammamish Municipal Code that will not change
Underlined Text – Language proposed to be added to the Sammamish Municipal Code
~~Strikethrough Text~~ – Language proposed to be deleted from the Sammamish Municipal Code

21A.05.055 Interpretation – Applicability and Intent

(1) Intent. This chapter and SMC 21A.100 establish the procedure by which the City of Sammamish will render a formal interpretation of a development regulation. The purpose of such an interpretation includes clarifying conflicting or ambiguous provisions in the City's development regulations.

~~(1)~~(2) Applicability. This chapter and SMC 21A.100 authorize the director to issue interpretations on regulations related to controls placed on development or land use activities by the City, including but not limited to, zoning ordinances, critical areas ordinances, shoreline master program requirements, official controls, subdivision ordinances, and binding site plan ordinances, together with any amendments thereto. Nothing in this chapter and SMC 21A.100 shall prevent interpretations related to the applicability of specific regulatory requirements contained within the Sammamish Municipal Code to individual projects. Further, nothing in this chapter or SMC 21A.100 shall preclude the director or Hearing Examiner from interpreting a regulatory requirement during the course of a public hearing.

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21A.05.060 Interpretation – General.

(1) In case of inconsistency or conflict, regulations, conditions, or procedural requirements that are specific to an individual land use shall supersede regulations, conditions, or procedural requirements of general application.

(2) A land use includes the necessary structures to support the use unless specifically prohibited or the context clearly indicates otherwise.

(3) In case of any ambiguity, difference of meaning, or implication between the text and any heading, caption, or illustration, the text and the permitted use tables in Chapter 21A.20 SMC shall control. All applicable requirements shall govern a use whether or not they are cross-referenced in a text section or land use table.

(4) Unless the context clearly indicates otherwise, words in the present tense shall include past and future tense, and words in the singular shall include the plural, or vice versa. Except for words and terms defined in this title, all words and terms used in this title shall have their customary meanings.

(5) A written interpretation by the director of the provisions of the Sammamish Municipal Code clarifies conflicting or ambiguous wording, or the scope or intent of the provisions of the code. The written interpretation shall control application of the code sections discussed in it to any specific land use application. Written interpretations issued for regulatory requirements that have been legislatively modified, repealed, or otherwise substantially changed, shall be considered null and void.

(6) Any written interpretation shall not be applied retroactively, unless specifically required by the terms of the interpretation.

21A.05.070 Interpretation – Standard industrial classification.

(1) All references to the standard industrial classification (SIC) are to the titles and descriptions found in the Standard Industrial Classification Manual, 1987 Edition, prepared by United States Office of Management and Budget that is hereby adopted by reference. The SIC is used, with modifications to suit the purposes of this title, to list and define land uses authorized to be located in the various zones consistent with the comprehensive plan land use map.

(2) The SIC categorizes each land use under a general two-digit major group number, or under a more specific three- or four-digit industry group or industry number. A use shown on a land use table with a two-digit number includes all uses listed in the SIC for that major group. A use shown with a three-digit or four-digit number includes only the uses listed in the SIC for that industry group or industry.

(3) An asterisk (*) in the SIC number column of a land use table means that the SIC definition for the specific land use identified has been modified by this title. The definition may include one or more SIC subclassification numbers, or may define the use without reference to the SIC.

(4) The director shall determine whether a proposed land use not specifically listed in a land use table or specifically included within a SIC classification is allowed in a zone. The director's determination shall be based on whether or not permitting the proposed use in a particular zone is consistent with the purposes of this title and the zone's purpose as set forth in Chapter 21A.10 SMC, by considering the following factors:

(a) The physical characteristics of the use and its supporting structures, including but not limited to scale, traffic and other impacts, and hours of operation;

(b) Whether or not the use complements or is compatible with other uses permitted in the zone; and

(c) The SIC classification, if any, assigned to the business or other entity that will carry on the primary activities of the proposed use.

21A.05.080 Interpretation – Zoning maps.

Where uncertainties exist as to the location of any zone boundaries, the following rules of interpretation, listed in priority order, shall apply:

(1) Where boundaries are indicated as paralleling the approximate centerline of the street right-of-way, the zone shall extend to each adjacent boundary of the right-of-way. Non-road-related uses by adjacent property owners, if allowed in the right-of-way, shall meet the same zoning requirements regulating the property owners lot;

(2) Where boundaries are indicated as approximately following lot lines, the actual lot lines shall be considered the boundaries;

(3) Where boundaries are indicated as following lines of ordinary high water, or government meander line, the lines shall be considered to be the actual boundaries. If these lines should change the boundaries shall be considered to move with them; and

(4) If none of the rules of interpretation described in subsections (1) through (3) of this section apply, then the zoning boundary shall be determined by map scaling.

21A.05.085 Interpretation – public request – acknowledgement - notice.

(1) A person may request a code interpretation by submitting a request in accordance with this chapter. The director may also issue a code interpretation on the director's own initiative.

(2) A request for a code interpretation must be submitted in writing to the director.

(3) A code interpretation request must:

(a) Be in writing and shall be clearly labeled – "Request for Code Interpretation." Failure to satisfy this requirement relieves the director of any obligation to acknowledge or otherwise process the request;

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(b) Identify the person seeking the code interpretation and provide an address to which correspondence regarding the requested code interpretation should be mailed;

(c) Identify the specific section or sections of the City of Sammamish's development regulations for which an interpretation is requested;

(d) Identify the parcel or site, if the code interpretation request involves a particular parcel of property or site;

(e) Identify the code enforcement action, if the code interpretation request involves a code enforcement case;

(f) Be accompanied by the fee required as set forth by the adopted fee resolution; and

(g) Be limited to a single subject, which may require interpretation of one or more code sections.

(4)

(a) Within twenty-one business days after receiving a code interpretation request, the director shall acknowledge receipt of the request. The director shall mail the acknowledgment to the person submitting the request at the address provided in the request. The acknowledgment shall include the following information, as applicable:

1. If the director determines that the code interpretation request does not contain the information required under this section, the director shall identify in the acknowledgment the deficiencies in the code interpretation request. In such a situation, the director is under no obligation to process the code interpretation request until a code interpretation request complying with this chapter is submitted;
2. If the director determines that the code interpretation request is ambiguous or unclear, the director may request that the person making the request to clarify the request. The director is under no obligation to process the code interpretation request until an adequately clarified code interpretation request is submitted;
3. If the director determines that the code interpretation request presents substantially the same issue as is pending before an adjudicatory body, such as the City hearing examiner, the City council when acting as a quasi-judicial body, any other quasi-judicial agency or any local, state or federal court, the director shall so state in the acknowledgment. The director is then under no obligation to further process the code interpretation request; and
4. If a code interpretation is requested regarding an issue that the director has previously addressed through a code interpretation, the director is not obligated to issue another code interpretation and shall so state in the acknowledgment required by this section and shall identify the previous code interpretation.

(b) If the director determines that the code interpretation request relates to a particular parcel of property, the director shall cause notice of the code interpretation request to be given to the taxpayer of record for the subject parcel.

(c) If the code interpretation request relates to a specific development project pending before the City, the director shall cause notice of the code interpretation request to be given to all parties of record for that project, including the applicant.

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(d) If the code interpretation is initiated by the City, the director shall cause notice of the code interpretation to be posted on the City's website and at City Hall in addition to any other notice required by this section.

(e) The notice required under this section must include a copy of any code interpretation request and a copy of the director's acknowledgment. Notice to property tax payers, applicants, or persons requesting an interpretation, may be by United States mail or other appropriate method of delivery.

21A.05.090 Administration and review authority.

(1) The examiner shall have authority to hold public hearings and make decisions and recommendations on reclassifications, subdivisions and other development proposals, and appeals, as set forth in Chapter 21A.100 SMC.

(2) The director shall have the authority to grant, condition or deny applications for variances and conditional use permits, unless a public hearing is required as set forth in Chapter 21A.100 SMC, in which case this authority shall be exercised by the hearing examiner.

(3) The director shall have the authority to issue a written code interpretation in accordance with the review procedures contained within Chapters 21A.05 and 21A.100 SMC. The director shall issue such interpretations as he or she deems necessary, or upon the request of any person, in cases of any ambiguity, difference of meaning, unclear procedural requirements, or other unclear regulatory requirements of the SMC.

(4) An interpretation related to a development proposal must be requested prior to the date of expiration of any applicable administrative appeal period for a land use decision on the application to which the request relates.

(5) The department shall have authority to grant, condition, or deny commercial and residential building permits, grading and clearing permits, and temporary use permits in accordance with the procedures set forth in Chapter 21A.100 SMC.

(6)~~(4)~~ Except for other agencies with authority to implement specific provisions of this title, the department shall have the sole authority to issue official interpretations of this title, pursuant to Chapter 2.55 SMC.

21A.05.095 Review.

(1) Decision Basis. In issuing an interpretation consistent with this chapter, the director may consider the following:

(a) The purpose and intent statements of the chapters in question;

(b) Consistency with other regulatory requirements governing the same or a similar situation;

(c) The legislative direction of the City Council, if any, provided with the adoption the code sections in question;

(d) The policy direction provided by the Sammamish Comprehensive Plan, or other adopted policy documents, as amended;

(e) Relevant judicial actions related to the interpretation;

(f) Expected result or effect of the interpretation; and,

(g) Previous implementation of the regulatory requirements governing the situation.

(2) Content. Consistent with the requirements of Chapter 21A.100 SMC, the director shall provide facts, findings, and conclusions supporting the interpretation. At a minimum these shall include the following:

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(a) A brief summary of the issue that requires an interpretation by the director;
(b) The context of the interpretation, if not included or implied from the summary;
(c) Citation of the decision basis from subsection (1) of this section; and,
~~(a)~~(d) The interpretation, signature, and date.

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21A.15.XXX "Code Interpretation" means a formal statement regarding the meaning or requirements of a particular provision in the City of Sammamish's development regulations.

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21A.15.XXX "Development Regulation" means the controls placed on development or land use activities by the City, including but not limited to, zoning ordinances, critical areas ordinances, shoreline master program requirements, official controls, subdivision ordinances, and binding site plan ordinances, together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in an ordinance by the City.

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21A.100.040 Director review – Actions subject to review.
Applications for variances, exceptions under SMC 21A.50.070~~(1)~~, interpretations under SMC 21A.05, and conditional uses shall be subject to the director review procedures set forth in this chapter.

21A.100.050 Director review – Decision regarding proposal.
(1) Decisions regarding the approval or denial of proposals subject to director review shall be based upon compliance with the required showings of Chapter 21A.110 SMC, or in the case of interpretations, based upon compliance with the requirements of Chapter 21A.05 SMC.
(2) The written decision contained in the record shall show:
  (a) Facts, findings and conclusions supporting the decision and demonstrating compliance with the applicable decision criteria; and
  (b) Any conditions and limitations imposed, if the request is granted.
(3) The director shall mail a copy of the written decision to the applicant and to all parties of record.
(4) Rules. The director shall adopt rules for the transaction of business and shall keep a public record of his or her actions, findings, waivers and determinations. (Ord. O99-29 § 1)

21A.100.055 Director Review - Procedure for issuance of interpretations.

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(1) A person may submit written analysis and supporting documentation to assist the director in analyzing a code interpretation request.

(2) The director may conduct research or investigation as the director deems necessary to resolve the issue presented in the code interpretation request and may refer the request to department staff and other City staff for review and analysis.

(3) A code interpretation must be in writing, clearly labeled – "Code Interpretation", and describe the basis for the interpretation pursuant to SMC 21A.05.095.

(4) The director shall issue a code interpretation within sixty days after receiving the code interpretation request, unless the director determines that based on the unusual nature of the issue additional time is necessary to respond to the request. If the code interpretation request relates to a specific development proposal that is pending before the department of community development or relates to a code enforcement action that is subject to appeal, the code interpretation shall become final when the department of community development issues its final decision on the underlying development proposal for a type 1 or 2 decision, the department makes its recommendation on a type 3 or 4 decision or, based on the code interpretation, the department issues a notice and order, citation or stop work order under SMC Title 23. If the director determines that a code interpretation request does not relate to a specific development proposal that is currently pending before the City or to a code enforcement action, the code interpretation is final when issued by the director.

(5) The director shall maintain a list of indexed code interpretations for public inspection.

(6) The director shall mail copies of the code interpretation to the following:

(a) The person who requested the code interpretation;

(b) If the director determines that the code interpretation relates to a specific development proposal that is pending before the City, the applicant and all other parties of record for that proposal;

(c) If the director determines the code interpretation relates to a specific parcel of property, the taxpayer of record for that parcel; and

(d) Any person who has submitted written comments regarding the director's review of the code interpretation request.

(7) When it is final, a code interpretation remains in effect until it is rescinded in writing by the director or it is modified or reversed on appeal by the hearing examiner, the City council or an adjudicatory body.

(8) A code interpretation issued by the director governs all staff review and decisions unless withdrawn, or modified by the director or modified or reversed on appeal by the City hearing examiner, City council, or an adjudicatory body.

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21A.100.060 Director review – Decision and interpretation final unless appealed.

(1) The decision of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to Chapter 20.10 SMC.

(2) The interpretation of the director shall be final except for any appeal allowed as follows:

(a) If the director determines that a code interpretation is necessary for review of a specific development proposal that is currently before the department, and the development project is subject to an administrative appeal, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the underlying development project. If the director determines that a code interpretation request relates to a code enforcement action, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process

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as the code enforcement action. If the City of Sammamish hearing examiner makes the City's final decision with regard to the underlying permit, other approval type or code enforcement action regarding which the interpretation was requested, the hearing examiner's decision constitutes the City's final decision on the code interpretation request. If the City council, acting as a quasi-judicial body, makes the City's final decision with regard to the underlying permit or other approval type regarding which the interpretation was requested, the City council's decision constitutes the City's final decision on the code interpretation request.

(b) If the director issues a code interpretation that is not associated with one of the items described in subsection (a) above, the interpretation may be appealed to the hearing examiner within twenty one days of the date the notice of the interpretation is provided.

(2) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.

(3) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.

(4) As provided by SMC 20.10.240(1) and (2):

(a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and

(b) The decision shall be final unless appealed under the provisions of SMC 20.10.250(1).

(5) Establishment of any use or activity authorized pursuant to a conditional use permit or variance shall occur within four years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for one additional year by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.

(6) For the purpose of this section, "establishment" shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.

(7) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance are met. (Ord. O99-29 § 1)

CITY COUNCIL AGENDA BILL

Subject: Ordinance: First Reading Minor Code Amendments and Corrections to Titles 16, 20, 21A, and 23.

Meeting Date: December 16, 2008

Date Submitted: December 8, 2008

Originating Department: Community Development

Clearances:

Action Required: Open the public hearing and take testimony, close the hearing. No action is recommended, this is the first reading.

X City Manager ☐ **Police**

☐ **Public Works** ☐ **Fire**

X Building/Planning **X Attorney**

Exhibits:

1. Ordinance amending the Sammamish Municipal Code with Attachment A (Miscellaneous Code Corrections Titles 16, 20, 21A, and 23).
2. Planning Commission Memo

Budgeted Amount: N/A

Background:

The Planning Commission completed two public meetings on February 21, 2008 and June 19, 2008 and held a public hearing on July 10, 2008. The Planning Commission held a joint meeting with the City Council on October 20, 2008 to discuss these proposed amendments.

Minor Code Amendments contain:

- Minor corrections such as incorrect numbering in the text or incorrect municipal code citations.
- Corrections to the code to reintroduce exemptions to the Clear and Grade section of the code which were unintentionally removed when the City adopted the International Building Code. For instance, an exemption from

requiring a grading permit for less than 50 cubic yards of grade and fill, and exemptions for septic field installation.

- Corrections and clarifications in the definitions section.
- Revisions of the interior lot line setback distances in R-4 to make them consistent with other zones. Currently, R-4 has a 7 foot interior lot line setback all of the other zones have a 5 foot interior setback.
- Elimination of the allowance of commercial establishments of 5,000 square feet or less in any residential zone, where the parcel is at least one mile from the nearest commercial area. This was a hold over from King County's code and was intended for rural areas.
- Corrections to the Title 21A eliminating conflicts with other municipal code sections and standards, such as the street tree requirements which appear in both the landscape section of the code and in the Public Works Standards.

Financial Impact: N/A.

Recommended Motion: Open the public hearing and consider testimony.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2008-____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING Titles 16, 20, 21A, and 23 OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, pursuant to the provisions of of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Titles, 16, 20, 21A, and 23, which regulates construction, land use, and code enforcement; and

WHEREAS, the City finds it in the interest of the City of Sammamish to correct, typographical and numbering errors, correct and clarify definitions, reinstate exemptions that were eliminated in previous code amendments, clarify the code, and make other minor revisions; and

WHEREAS, the Planning Commission considered the proposed ordinance that revises the Sammamish Municipal Code, Titles 16, 20, 21A and 23, during their regular meetings on February 21, and June 19, 2008; and

WHEREAS, an Environmental Checklist for the proposed amendments, a non-project action, was prepared pursuant to Washington Administrative Code Chapter 197-11 and City of Sammamish Municipal Code Chapter 20.15, and a Determination of Non-Significance (DNS) was issued on August 28, 2008 with the comment period ending on September 10, 2008; and

WHEREAS, the Planning Commission held a public hearing on July 10, 2008, to consider the proposed amendments to the Sammamish Municipal Code; and

WHEREAS, the Planning Commission, after due consideration, recommended amendments to Title 16, 20, 21A, and 23 of the Sammamish Municipal Code to the City Council; and

WHEREAS, the City Council finds the proposed amendments to the Sammamish Municipal Code to be consistent with, and to implement the intent of, the Comprehensive Plan; and

WHEREAS, after providing public notice, the City Council held a public hearing on December 16, 2008, to consider amending the Sammamish Municipal Code in accordance with the proposed amendments; and

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

SECTION 1. The proposed amendments to Titles 16, 20, 21A, and 23, are adopted as set forth in Exhibit A to this Ordinance

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____DAY OF DECEMBER, 2008.

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 10, 2008
Public Hearing:	December 16, 2008
First Reading:	December 16, 2008
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Chapter 16.15 Clearing and Grading

16.15.050 Clearing and grading permit required – Exceptions.

No person shall do any clearing or grading without first having obtained a clearing and grading permit from the director except for the following:

(1) An on-site excavation or fill for basements and footings of a building, retaining wall, parking lot, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure;

(2) Maintenance of existing driveways or private access roads within their existing road prisms; provided, that the performance and restoration requirements of this chapter are met and best management practices are utilized to protect water quality;

(3) Any grading within a publicly owned road right-of-way, provided this does not include clearing or grading that expands further into a critical area or buffer;

(4) Clearing or grading by a public agency for the following routine maintenance activities:

(a) Roadside ditch cleaning, provided the ditch does not contain salmonids;

(b) Pavement maintenance;

(c) Normal grading of gravel shoulders;

(d) Maintenance of culverts;

(e) Maintenance of flood control or other approved surface water management facilities;

(f) Routine clearing within road right-of-way;

(5) Cemetery graves; provided, that this exception does not apply except for routine maintenance if the clearing or grading is within a critical area as regulated in Chapter 21A.50 SMC;

(6) Minor stream restoration projects for fish habitat enhancement by a public agency, utility, or tribe as set out in Chapter 21A.50 SMC;

(7) Any clearing or grading that has been approved by the director as part of a commercial site development permit and for which a financial guarantee has been posted;

(8) The following activities are exempt from the clearing requirements of this chapter and no permit shall be required:

(a) Normal and routine maintenance of existing lawns and landscaping, **<u>including up to 50 cubic yards of top soil, mulch, or bark materials added to existing landscaped areas</u>** subject to the limitations ~~on the use of pesticides~~ in critical areas and their buffers as set out in Chapter 21A.50 SMC;

(b) Emergency tree removal to prevent imminent danger or hazard to persons or property;

(c) Normal and routine horticultural activities associated with commercial orchards, nurseries, or Christmas tree farms subject to the limitations on the use of pesticides in critical areas as set out in Chapter 21A.50 SMC. This does not include clearing or grading in order to develop or expand such activities;

(d) Normal and routine maintenance of existing public park properties and private and public golf courses. This does not include clearing or grading in order to develop or expand such activities in critical areas;

(e) Removal of noxious weeds from steep slope hazard areas and the buffers of streams and wetlands subject to the limitations on such removal and the use of pesticides in critical areas as set out in Chapter 21A.50 SMC;
(f) Pruning and limbing of vegetation for maintenance of above-ground electrical and telecommunication facilities; provided, that the clearing is consistent with the electric, natural gas, cable communication and telephone utility exemption in critical areas as regulated in Chapter 21A.50 SMC;
(9) The cutting and removal of any coniferous tree of less than eight inches DBH or any deciduous tree of less than 12 inches DBH when not located within a critical area or buffer;
(10) The pruning, limbing, and general maintenance of trees outside of environmentally critical areas and buffers, consistent with the requirements of Chapter 21A.35 SMC; and
(11) The pruning, limbing, and general maintenance of trees in buffers or that are otherwise required to be retained pursuant to Chapter 21A.50 SMC and :
(12) An excavation that is less than 2 feet in depth or does not create a cut slope greater than 5 feet in height and steeper than 1 unit vertical in 2 units horizontal (66.7% slope), that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and: **:**
(13) A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and:
(14) Normal routine maintenance of existing single family drainage systems, including but not limited to excavation to replace existing pipes, catch basins and infiltration trenches, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and:
(15) Installation of sanitary septic systems with King County Health District approval and inspection.

16.15.070 Permit requirements.
Except as exempted in SMC 16.15.050, no person shall do any clearing or grading without first obtaining a clearing and grading permit from the director. A separate permit shall be required for each site and may cover both excavations and fills.
(1) Application. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished for that purpose. The director shall prescribe the form by which application is made. No application shall be accepted unless it is completed consistent with the requirements of this chapter and the permit process and procedures chapter of SMC Title 20. In addition to the requirements of SMC 20.05.040 every application shall:
(a) Identify and describe the work to be covered by the permit for which application is made;
(b) Describe the land on which the proposed work is to be done, by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed site;

(c) Identify and describe those critical areas as defined in Chapter 21A.50 SMC on or adjacent to the site;
(d) Indicate the estimated quantities of work involved;
(e) Identify any clearing restrictions contained in SMC 16.15.120 wildlife habitat corridors pursuant to Chapter 21A.30 SMC, critical drainage areas established by administrative rule or property-specific development standards pursuant to Chapter ~~21A.85 SMC~~ **21A.50.225 SMC**;
(f) Be accompanied by plans and specifications as required in subsections (2) and (3) of this section;
(g) Designate who the applicant is, on a form prescribed by the department, except that the application may be accepted and reviewed without meeting this requirement when a public agency or public or private utility is applying for a permit for property on which the agency or utility does not own an easement or right-of-way and the following three requirements are met:
(i) The name of the agency or public or private utility is shown on the application as the applicant;
(ii) The agency or public or private utility includes in the complete application an affidavit declaring that notice of the pending application has been given to all owners of property to which the application applies, on a form provided by the department; and
(iii) The form designating the applicant is submitted to the department prior to permit issuance; and
(h) Give such other information as may be required by the director.

Chapter 16.20 Construction Administrative Code.

16.20.200 Work exempt from permit.
Exemptions from permit requirements of this code and Chapter 16.05 SMC shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code and Chapter 16.05 SMC or any other laws or ordinances of the City of Sammamish. Permits shall not be required for the following:
(1) Building.
(a) One-story detached accessory structures accessory to residential buildings constructed under the provisions of the IRC used as tool and storage sheds, tree-supported play structures, playhouse and similar uses, provided the floor area does not exceed 200 square feet (18.58 m2) and the structure is located in accordance with all land use regulations.
(b) Fences not over six feet (1,829 mm) high.
(c) Oil derricks.
(d) Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids, and are not located in critical areas including steep slopes, wetland buffers, shorelines, etc.
(e) Rockery walls which are not over four feet (1,219 mm) in height measured from finished grade to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids, and are not located in critical areas including steep slopes, wetland buffers, shorelines. etc.

(f) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two to one.
(g) Sidewalks and driveways associated with residential buildings constructed under the provisions of the IRC.
(h) Decks and associated platforms and steps accessory to residential buildings constructed under the provisions of the IRC which are not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.
(i) Painting, papering, tiling, carpeting, cabinets, countertops, nonstructural wood or vinyl siding ~~placed over existing siding~~, and similar finish work.
(j) ~~In-kind~~ Reroofing of one- and two-family dwellings, provided **the new roofing material does not increase the dead load on the roof and** the roof sheathing is not removed or replaced.
(k) Temporary motion picture, television and theater stage sets and scenery.
(l) Prefabricated portable swimming pools and hot tubs accessory to a one- and two-family dwelling or Group R-3 occupancy, which are less than 36 inches (915 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
(m) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
(n) Swings, slides and other similar playground equipment.
(o) Window awnings supported by an exterior wall of a one- and two-family dwelling or Group R-3, and Group U occupancies, which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
(p) Nonfixed and movable fixtures cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.
(q) Satellite earth station antennas six and one-half feet (two m) or less in diameter or diagonal in zones other than residential zones.
(r) Satellite earth station antennas three and one-quarter feet (one m) or less in diameter in residential zones.
(s) Video programming service antennas three and one-quarter feet (one m) or less in diameter or diagonal dimension, regardless of zone.
(t) Work as noted in SMC 16.20.025, Exceptions.
(2) Mechanical.
(a) Portable heating, cooking, or clothes-drying appliances.
(b) Portable ventilation equipment.
(c) Portable cooling unit.
(d) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code and Chapter 16.05 SMC.
(e) Replacement of any part which does not alter its approval or make it unsafe.
(f) Portable evaporative cooler.
(g) Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

(h) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

(3) Plumbing.

(a) The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.

(b) The clearing of stoppages.

(c) Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes. (Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.393 Temporary Erosion and Sediment Control Inspection.

Temporary Erosion and Sediment control inspections shall be made after all required silt fencing, construction fencing, straw bales, storm drain catch basin inserts (socks) entrance rocking, other required elements are in place and prior to commencement of construction and/or clearing the site.

16.20.395 Footing and foundation inspection.

Footing and foundation inspections shall be made after poles or piers are set, trenches or basement areas are excavated, or excavations for footings are complete, any forms erected, and all required hold-down anchor bolts, hold-down straps, and any required reinforcing steel is in place and supported. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment**,** ~~and~~ **special requirements for wood foundations, and for any setbacks required from property lines; building setback lines; critical area buffers; and/or the ordinary high water mark on lake properties**. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job; except where concrete is ready-mixed in accordance with ASTM C 94, the concrete need not be on the job. (Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.415 Roof sheathing inspection.

The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved **and, confirmation that the height of the structure is in conformance with the requirements of the Development Code Title 21A and/or Shoreline Master Program**(Ord. O2004-148 § 3)

Title 20

20.05.020 Classifications of land use decision processes.

(1) Land use permit decisions are classified into four types, based on the amount of discretion associated with each decision. Procedures for the four different types are

distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made, and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

(a) Type 1 decisions are made by the director (director) of the department of community development (department). Type 1 decisions are non-appealable administrative decisions that require the exercise of little or no administrative discretion. For Type 1 decisions for which the department has issued a SEPA threshold determination, the issuance of any subsequent permits shall not occur until any allowed administrative appeal of the SEPA threshold determination is decided.

(b) Type 2 decisions are made by the director, or his or her designee. Type 2 decisions are discretionary decisions that are subject to administrative appeal in accordance with applicable provisions of law or ordinance.

(c) Type 3 decisions are quasi-judicial decisions made by the hearing examiner following an open record hearing. Type 3 decisions may be appealed to superior court.

(d) Type 4 decisions are quasi-judicial decisions made by the hearing examiner. Type 4 decisions may be appealed to the State Shoreline Hearings Board.

(2) Except as provided in SMC 20.15.130(1)(f) and 25.35.060 or unless otherwise agreed to by the applicant, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application.

(3) Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

(4) Land use permits that are categorically exempt from review under the State Environmental Policy Act (SEPA) will not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures codified in Chapter 20.15 SMC are supplemental to the procedures set forth in this chapter.

Exhibit A
LAND USE DECISION TYPE

Type 1	Decision by director, no administrative appeal	Building; clearing and grading; boundary line adjustment; **temporary use;** right-of-way; road variance except those rendered in conjunction with a subdivision or short plat decision ; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter 15.05 SMC; shoreline exemption; approval of a conversion harvest plan
Type 2	Decision by director appealable to hearing examiner, no further administrative .	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit;

		~~temporary use;~~ **Shoreline substantial development permits** (SSDP); procedural and substantive SEPA decision; site development permit; approval of residential density incentives or transfer of development credits; reuse of public schools; reasonable use exceptions under SMC 21A.50.070(2); preliminary determinations under SMC 20.05.030(2); **critical** areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan
Type 3	Recommendation by director, hearing and decision by hearing examiner appealable to superior court	Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications2; urban planned development; special use
Type 4	Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	~~Shoreline substantial development permits;~~ shoreline variances; shoreline conditional use permits

1 The road variance process is administered by the City engineer pursuant to the City's street standards as set forth in the public works standards.
2 Approvals that are consistent with the interim comprehensive plan may be considered by the examiner at any time. Zone reclassifications that are not consistent with the interim comprehensive plan require a site-specific land use map amendment and the City council's hearing and consideration will be scheduled with the amendment to the interim comprehensive plan pursuant to SMC 24.25.040 and 24.25.050.
(Ord. O2004-150 §§ 1 – 4; Ord. O2000-63 §§ 1, 2, 3; Ord. O99-29 § 1)

20.05.070 Vesting.

(1) Applications for Type 1, 2, **3 and** ~~**3**~~ **4** land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all of the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

(2) Supplemental information required after vesting of a complete application shall not affect the validity of the vesting for such application.

(3) Vesting of an application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals. (Ord. O99-29 § 1)

20.10.240 Written recommendation or decision.
(1) Within 10 days of the conclusion of a hearing or rehearing, the examiner shall render a written recommendation or decision and shall transmit a copy thereof to all persons of record. The examiner's decision shall identify the applicant and/or the owner by name and address.
~~(2) The City clerk shall place a proposed ordinance that implements the examiner's recommended action on the agenda of the next available City council meeting for adoption; provided, that no final action to amend or reverse the hearing examiner's recommendation shall be taken at that meeting and notice to parties shall be given before the adoption of a substitute or amended ordinance that amends or reverses the examiner's recommendation; provided further, the City council by motion may remand to the examiner for the purpose of further hearing, receipt of additional information, or further consideration when determined necessary prior to the City council's taking final action thereon.~~
~~(3)~~**(2)** Decisions of the examiner in cases identified in SMC 20.10.070 shall be final and reviewable pursuant to SMC 20.10.250(1). (Ord. O99-29 § 1)

Title 21A.

21A.15.020 Accessory use, residential.
"Accessory use, residential" means:
(1) A use, structure, or activity that is subordinate and incidental to a residence <u>on the same parcel</u> including, but not limited to, the following uses:
(a) Accessory living quarters and dwellings;
(b) Fallout/bomb shelters;
(c) Keeping household pets;
(d) On-site rental office;
(e) Pools, private docks, piers;
(f) Antennas for private telecommunication services;
(g) Storage of yard maintenance equipment;
(h) Storage of private vehicles, e.g., motor vehicles, boats, trailers or planes;
(i) Greenhouses.
<u>(j) Garages</u>
(2) Some accessory uses within the scope of this section may be defined separately to enable the code to apply different conditions of approval. (Ord. O2003-132 § 10)

<u>21A.15.078 Barn. "Barn" means: A large agricultural building for storage of agricultural products and sheltering livestock</u>.

21A.15.220 Community residential facility (CRF).
"Community residential facility (CRF)" means living quarters meeting applicable federal and state standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation, and medical supervision;

excluding drug and alcohol detoxification which is classified in SMC 21A.20.050 as health services. CRFs are further classified as follows:
(1) CRF-I – ~~Nine~~ **7** to 10 residents and staff*;(Note: Single family is defined as 6 or fewer residents—it left a gap of 2)*
(2) CRF-II – 11 or more residents and staff.

21A.15.520 Forest practice.
"Forest practice" means any activity regulated by the Washington Department of Natural Resources in WAC Title 222 or Chapter ~~79.06~~ **76.09** RCW for which a forest practice permit is required, together with:
(1) Fire prevention, detection and suppression; and
(2) Slash burning or removal. (Ord. O2003-132 § 10)

21A.15.725 Lot.
"Lot" means a physically separate and distinct parcel of property **and on lake front properties above Ordinary High Water Mark**, which has been created pursuant to SMC Title 19, Subdivisions **or state law**. (Ord. O2003-132 § 10)

21A.20.030 Residential land uses.
A. Table of Residential Land Uses.
KEY
P – Permitted Use
C – Conditional Use
S – Special Use

ZONE	Residential		COMMERCIAL		
	Urban Residential		Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	DWELLING UNIT< TYPES:					
*	Single Detached	P ~~C11~~ **C9**	P ~~C11~~ **C9**			
*	Townhouse	~~**P10**~~ **P9** ~~C~~	P	P2	P2	P2
*	Apartment	P3, ~~P4~~	P	P2	P2	P2
*	Mobile Home Park	~~C7~~ C6	P			
	GROUP RESIDENCES					
*	Community Residential Facility-I	C	P	P2	P2	P2
*	Community Residential Facility II	~~P~~	~~P~~	P2	P2	P2
*	Dormitory	~~C5~~ C4	P			
	Senior citizen		P	P2	P2	P2

	assisted housing					
	ACCESSORY USES:					
*	Residential Accessory uses	~~P6~~ P5	~~P6~~ P5	~~P6~~ P5	~~P6~~ P5	~~P6~~ P5
*	Home Occupation	P	P	P	P	P
*	Home Industry	C				
	TEMPORARY LODGING:					
7011	Hotel/Motel (1)				P	P
*	Bed and Breakfast guesthouse	~~P8~~ P7	~~P8~~ P7	~~P8~~ P7	~~P9~~ **P8**	
7041	Organization hotel/lodging houses					

B. Development Conditions.

1. Except bed and breakfast guesthouses.

2. Only as part of a mixed use development subject to the conditions of Chapter 21A.30 SMC, except that in the NB zone on properties with a land use designation of commercial outside of center (CO) in the urban areas, stand-alone townhouse developments are permitted subject to the provisions of SMC 21A.25.040, 21A.30.020, 21A.30.040 and 21A.30.140.

3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.

~~4. Only subject to the residential density incentive provisions of Chapter 21A.75 SMC.~~

~~5.~~ **4.** Only as an accessory to a school, college/university, or church.

~~6.~~ **5**. a. Accessory dwelling units:

(1) Only one accessory dwelling per primary single detached dwelling unit;

(2) Only in the same building as the primary dwelling unit when the lot is less than 10,000 square feet in area or when there is more than one primary dwelling on a lot;

(3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;

(a) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;

(b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;

(c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;

(d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;

(4) One additional off-street parking space shall be provided;

(5) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and

(6) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.

b. One single or twin engine, noncommercial aircraft shall be permitted only on lots that abut, or have a legal access that is not a City right-of-way, to a waterbody or landing field, provided:

(1) No aircraft sales, service, repair, charter, or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

~~7.~~ 6. Mobile home parks shall not be permitted in the R-1 zones.

~~8.~~ 7. Only as an accessory to the permanent residence of the operator, provided:

a. Serving meals to paying guests shall be limited to breakfast; and

b. The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the Uniform Building Code as adopted by the City of Sammamish for R-1 occupancies may accommodate up to 10 persons per night.

~~9.~~ 8. Only when part of a mixed use development..

~~10. A conditional use permit is not required for townhouse units on lots in a subdivision designed for townhouse units.~~

~~11~~ 9. Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(6) of this section. (Ord. O2003-132 § 11)

21A.20.050 General services land uses.

A. Table of General Servvices Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential		COMMERCIAL		
	Urban Residential		Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	Personal Services					
72	General Personal Service	~~C21~~	~~C21~~	P	P	P3

(NO OTHER CHANGES IN THIS SECTION of the TABLE)

*	Theater production services				~~P25~~ P24	
*	Artist Studios	~~P23~~ P22	~~P23~~ P22	P	P	~~P24~~ P23
*	Interim recycling facility	P17	P17	P18	P18	

	HEALTH SERVICES:					
	No changes in this section					
	EDUCATION SERVICES:					
*	Elementary school	P	P	~~P8~~	~~P8~~	~~P8~~
*	Middle/junior high school	P	P			
	Secondary or high school	~~P22~~	~~P22~~ P 21			
	No other changes in this section					

B. Development Conditions.
1. Except SIC Industry No. 7534, Tire retreading, see manufacturing permitted use table.
2. Except SIC Industry Group Nos.:
a. 835 – Daycare services; and
b. 836 – Residential care, which is otherwise provided for on the residential permitted land use table.
3. Limited to SIC Industry Group and Industry Nos.:
a. 723 – Beauty shops;
b. 724 – Barber shops;
c. 725 – Shoe repair shops and shoeshine parlors;
d. 7212 – Garment pressing and agents for laundries and drycleaners;
e. 217 – Carpet and upholstery cleaning.
4. Only as an accessory to a cemetery.
5. Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
6. Only as an accessory to residential use, provided:
a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates, and have a minimum height of six feet; and
b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones.
7. Permitted as an accessory use, see commercial/industrial accessory, SMC 21A.20.060 (A).
8. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC, or an accessory use to a school, church, park, sport club or public housing administered by a public agency, provided:
a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates and have a minimum height of six feet;
b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

c. Direct access to a developed arterial street shall be required in any residential zone; and

d. Hours of operation may be restricted to assure compatibility with surrounding development.

9. a. No burning of refuse or dead animals is allowed;

b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and

c. The provisions of Chapter 21A.65 SMC relative to animal keeping are met.

10. The repair work or service shall only be performed in an enclosed building, and no outdoor storage of materials. SIC Industry No. 7532, Top, body, and upholstery repair shops and paint shops, is not allowed.

11. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC.

12. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.

13. Covered riding arenas are subject to the provisions of Chapter 21A.65 SMC and shall not exceed 20,000 square feet; provided, that stabling areas, whether attached or detached, shall not be counted in this calculation.

14. All instruction must be within an enclosed structure.

15. Only as an accessory to residential use, provided:

a. Students are limited to 12 per one-hour session;

b. All instruction must be within an enclosed structure; and

c. Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

16. Subject to the following:

a. Structures used for the school and accessory uses shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;

b. On lots over two and one-half acres:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,000 square feet and is located in the same structure as the school; and

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be both compatible with and incidental to the principal use; and

c. On sites over 10 acres, and zoned R-1, and/or R-4:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,750 square feet and is located in the same structure as the school;

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be functionally related, subordinate, compatible with and incidental to the principal use;

(4) The use is integrated with allowable agricultural uses on the site;

(5) Advertised special events shall comply with the temporary use requirements of this chapter; and

(6) Existing structures that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their use otherwise complies with the standards set forth in development condition (B)(16)(c) of this section and the requirements of this title.

17. Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

18. With the exception of drop box facilities for the collection and temporary storage of recyclable materials, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted.

19. Only when adjacent to an existing or proposed school.

20. Limited to columbariums accessory to a church; provided, that required landscaping and parking are not reduced.

~~21. Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in SMC 21A.25.230.~~

~~22.~~ **21**. a. New high schools shall be permitted in urban residential zones subject to the review process set forth in Chapter 21A.100 SMC; and

b. Renovation, expansion, modernization, or reconstruction of a school, or the addition of relocatable facilities, is permitted.

~~23~~.22. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC or as a joint use of an existing public school facility.

~~24~~.23. All studio use must be within an enclosed structure.

~~25~~.24 Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors. (Ord. O2003-132 § 11)

21A.20.070 Retail land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential	COMMERCIAL		
	Urban Residential	Neibor hood Busine ss	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
*	Building hardware and garden materials			P1	P	
*	Department and variety stores	~~C8~~	~~C8~~	P	P	C
54	Food Stores	~~P9~~	~~P9~~	P	P	C
*	Agricultural product sales	P2				
553	Auto Supply Stores				P4	
554	Gasoline Service Stations			P	P	
56	Apparel and accessory stores				P	
*	Furniture and Home Furnishing stores				P	
58	Eating and Drinking places	~~C10~~	~~C10~~	P5	P	P
*	Drug Stores	~~C9~~	~~C9~~	P	P	C
592	Liquor				P	
593	Used goods:antiques/secondhand shops				P	
*	Sporting goods and related stores:				P	
*	Book, Stationary, video and art supply stores	~~C9,6~~	~~C 9, 6~~	P	P	C
*	Jewelry Stores				P	
*	Hobby, toy, game shops			P	P	
*	Photographic and electronic shops			P	P	
*	Fabric shops:				P	
598	Fuel dealers				C7	P
*	Florist shops	~~C 9~~	~~C9~~	P	~~P~~	P
*	Personal medical supply stores				P	
*	Pet Shops			P	P	
*	Bulk Retail				P	
*	Livestock Sales	~~P-11, P-~~				

		~~12~~ **P-8, P-9**				

B. Development Conditions.
1. Only hardware and garden materials stores shall be permitted.
2. a. Except for hay sales, limited to products produced on-site; and
b. Covered sales areas shall not exceed a total area of 500 square feet.
3. Limited to SIC Industry No. 5331, Variety stores, and further limited to a maximum of 2,000 square feet of gross floor area.
4. Only the sale of new or reconditioned automobile supplies is permitted.
5. Excluding SIC Industry No. 5813, Drinking places.
6. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, school, licensed daycare centers, parks, community centers, public libraries, or churches which conduct religious or educational classes for minors.
7. No outside storage of fuel trucks and equipment.
~~8. Not in R-1 and limited to SIC Industry No. 5331, Variety stores, limited to a maximum of 5,000 square feet of gross floor area, and subject to the requirements in SMC 21A.25.230.~~
~~9. Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to the requirements in SMC 21A.25.230.~~
~~10. Not permitted in R-1 and excluding SIC Industry No. 5813, Drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to the requirements in SMC 21A.25.230.~~
~~11~~ **8**. Retail sale of livestock is permitted only as accessory to raising livestock.
~~12~~ **9** Limited to the R-1 zone. (Ord. O2003-132 § 11)

21A.20.090. Resource land uses.

A. The table remains unchanged.

B. Development Conditions.
1. Only forest research conducted within an enclosed building.
2. Large livestock allowed only in the ~~R-1~~ **R1-8 zones. On parcels less than 2.00 acres the property must have an approved Farm Plan from the King County Conservation District on file with the City.**

21A.25.030 Densities and Dimensions-Residential Zones.
A. Residential Zones.

Zones		Residential	Urban Residential			
Standards	R-1 ~~(15)~~	R-4	R-6	R-8	R-12	R-18

	(14)					
Maximum Density DU/Acre ~~(13)~~ **(12)**	1 du/ac	4 du/ac ~~(6)~~ (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minumum Density [2]				85% ~~(11)(16)~~**(15)**	80% ~~(16)~~ **(15)**	75% ~~(16)~~ **(15)**
Minimum Lot Width	35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback	20 ft ~~(7)~~ (6)	10 ft ~~(8)~~ (7)	10 ft ~~(8)~~ (7)	10 ft ~~(8)~~ (8) (7)	10 ft ~~(8)~~ (7)	10 ft ~~(8)~~ (7)
Minimum Interior Setback ~~(3) & (14)~~ (2 and 13)	5 ft (7)	~~7 (1)~~ **5 ft**	5 ft	5 ft	5 ft	5 ft
Base Height ~~(4)~~ (3)	35 ft	35 ft	35 ft 45 ft ~~(12)~~(11)	35 ft 45 ft ~~(12)~~ (11)	60 ft	60 ft 80 ft ~~(12)~~ (11)
Maximum ImperviousSurface: Percentage ~~(5)~~ (4)	30% ~~(10)~~ (9)	55%	70%	75%	85%	85%

~~1. Interior setbacks may be reduced to five feet pursuant to SMC 21A.25.155.~~
~~2~~. **1.** Also see SMC 21A.25.060.
~~3.~~ 2.These standards may be modified under the provisions for zero-lot-line and townhouse developments.
~~4~~.**3.** Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may not exceed 75 feet. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirements; provided, that the maximum height shall not exceed 75 feet.
~~5~~.**4.** Applies to each individual lot. Impervious surface area standards for:
a. Regional uses shall be established at the time of permit review;
b. Nonresidential uses in residential zones shall comply with SMC 21A.25.130;
c. Individual lots in the R-4 through R-6 zones which are less than 9,076 square feet in area shall be subject to the applicable provisions of the nearest comparable R-6 or R-8 zone;
d. Lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.
~~6~~.**5.** Mobile home parks shall be allowed a base density of six dwelling units per acre.
~~7~~.**6.** The standards of the R-4 zone shall apply if a lot is less than 15,000 square feet in area.

~~8.~~**7.**At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the center line of the driveway from the access point to such garage, carport or fenced area to the street property line.
~~9.~~ **8.**a. For developments consisting of three or more single-detached dwellings located on a single parcel, the setback shall be 10 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet.
b. For townhouse and apartment development, the setback shall be 20 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet, unless the townhouse or apartment development is adjacent to property upon which an existing townhouse or apartment development is located.
~~10~~**. 9**.Lots smaller than 0.5 acre in area shall comply with standards of the nearest comparable R-4 through R-8 zone. For lots that are 0.5 acre in area or larger, the ~~maximum~~ impervious surface area allowed shall be ~~at least~~ 10,000 square feet **or 30 percent of the property which ever is greater**. On any lot over one acre in area, an additional five percent of the lot area may be used for buildings related to agricultural or forestry practices. For lots smaller than two acres but larger than 0.5 acre, an additional 10 percent of the lot area may be used for structures which are determined to be medically necessary, provided the applicant submits with the permit application a notarized affidavit, conforming with the requirements of SMC 21A.70.170 (1)(b).
~~11.For purposes of calculating minimum density, the applicant may request that the minimum density factor be modified based upon the weighted average slope of the net buildable area(s) of the site pursuant to SMC 21A.25.100.~~
~~12.~~ **11**.The base height to be used only for projects as follows:
a. In R-6 and R-8 zones, a building with a footprint built on slopes exceeding a 15 percent finished grade; and
b. In the R-18 zone using residential density incentives and transfer of density credits pursuant to this title.
~~13~~. **12**.Density applies only to dwelling units and not to sleeping units.
14. **13**.Vehicle access points from garages, carports or fenced parking areas shall be set back from the property line on which a joint use driveway is located to provide a straight line length of at least 26 feet as measured from the center line of the garage, carport or fenced parking area, from the access point to the opposite side of the joint use driveway.
~~15.~~ **14**. All subdivisions and short subdivisions in the R-1 zone shall be required to be clustered away from critical areas or the axis of designated corridors such as urban separators or the wildlife habitat network to the extent possible and a permanent open space tract that includes at least 50 percent of the site shall be created. Open space tracts shall meet the provisions of SMC 21A.30.030.
~~16.~~ **15.** See SMC 21A.25.090. (Ord. O2004-143 § 1; Ord. O2003-132 § 12)

21A.25.040 Densities and dimensions – Commercial zones. ***(Numbering is incorrect)***

A.Commercial Zones.

Zones	Commercial		
	Neighborhood Business	Community Business	Office
Standards	NB	CB	O
Maximum Density DU/Acre	8 du/ac (1)	18 du/ac (1)	18 du/ac (1)
Minimum lot area			
Maximum Lot Depth/Width Ration		10 ft.~~(8)~~	10 ft.~~(8)~~
Minimum Street Setback	10 ft. ~~(3)~~ **(2)**	10 ft. ~~(3)~~ **(2)**	10 ft.
Minimum Interior Setback (4)	20 ft **(5)**	20 ft. **(5**)	20 ft **(5)**
Base Height (7)	35 ft 45 ft ~~(4)~~ **(3)**	35 ft 60 ft ~~(4)~~ **(3)**	45 ft 60 ft ~~(4)~~ **(3)**
Maximum Floor/Lot Ration:Square feet	1/1 ~~(7)~~ **(6)**	1.5/1 ~~(7)~~ **(6)**	2.5/1 ~~(7)~~ **(6)**
Maximum Impervious Surface Percentage ~~(9)~~ (8)	85%	85%	75%

B. Development Conditions.

1. These densities are allowed only through the application of mixed use development standards and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
2. Gas station pump islands shall be placed no closer than 25 feet to street front lines.
3. This base height allowed only for mixed use developments and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
4. Required on property lines adjoining residential zones.
5. Required on property lines adjoining residential zones for industrial uses established by conditional use permits.
6. The floor/lot ratio for mixed use developments shall conform to Chapter 21A.30 SMC.
7. Height limits may be increased when portions of the structure building which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may exceed 75 feet only in mixed use developments. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirement; provided, that the maximum height shall not exceed 75 feet.
8. The impervious surface area for any lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit. (Ord. O2003-132 § 12)

21A.25.080 Calculations – Site area used for ~~base~~ density ~~and maximum density floor area~~ calculations.

(1) All site areas may be used in the calculation of **maximum** ~~base~~ ~~and maximum~~ allowed residential density or project floor area except as outlined under the provisions of subsection (2) of this section.

(2) **Existing s**ubmerged lands, steep slopes and buffers, ~~Class~~ **Categories1-4 wetlands** and buffers, ~~Class 1—3~~ **Type S, F, Np and Ns streams** and buffers, and property to be used as a street(s), shall not be credited toward base and maximum density or floor area calculations; provided, that subdivisions or short plats that meet the tree retention standards of SMC 21A.35.210(2), Tree retention requirements, shall be credited 10 percent of the environmentally critical areas and associated buffers identified above. (Ord. O2005-174 § 1; Ord. O2003-132 § 12)

21A.25.090 Calculations – Site area used for minimum density calculations. Minimum density shall be determined by:

(1) Multiplying the base density (dwelling units/acre) as set forth in SMC 21A.20.030(A) by the net buildable area of the project site.~~; and then~~

~~(2) Multiplying the resulting product by the minimum density percentage set forth in SMC 21A.25.030(A) or as adjusted pursuant to the provisions of SMC 21A.25.100. (Ord. O2003-132 § 12)~~

21A.25.090 Calculations – Site area used for minimum density calculations. Minimum density shall be determined by:

(1) Multiplying the ~~base~~ density (dwelling units/acre) as set forth in SMC 21A.20.030 (A) by the net buildable area of the project site; and then

(2) Multiplying the resulting product by the minimum density percentage set forth in SMC 21A.25.030 (A) ~~or as adjusted pursuant to the provisions of SMC 21A.25.100. (Ord. O2003-132 § 12)~~

~~**21A.25.100 Minimum density adjustments for moderate slopes.**~~

~~(1) For purposes of calculating minimum density of sloped sites, the following adjustment is permitted:~~

~~Weighted Average Slope of Net Buildable Area(s) of Site~~	~~Minimum Density Factor~~
~~0% – less than 5%~~	~~85%~~
~~5% – less than 15%~~	~~83%, less 1.5% for each 1% of average slope in excess of 5%~~
~~15% – less than 40%~~	~~66%, less 2.0% for each 1% of average slope in excess of 15%~~

~~(2) Weighted average slope shall be calculated as follows:~~

~~(a) The applicant shall submit a topographic survey of the net buildable area(s) of the site which identifies distinct areas within the following slope increments: zero to five percent, five to 10 percent, 10 to 15 percent, etc., up to 35 to 40 percent.~~
~~(b) Each slope increment will have a corresponding median slope value. This value is the midpoint of each slope increment. For instance, slope increments of zero to five percent and five to 10 percent shall have median values of 2.5 percent and 7.5 percent, respectively.~~
~~(c) The weighted average slope shall be determined by multiplying the number of square feet in each area by the median slope value in that area. For example, if the net buildable area portion of a site is 30,000 square feet of which there are 10,000 square feet of five to 10 percent slope and 20,000 square feet of 10 to 15 percent slope, the weighted average slope would be 10.8 percent. See the following calculation ((10,000 square feet times 7.5 percent plus 20,000 square feet times 12.5 percent) divided by 30,000 square feet equals 10.8 percent). (Ord. O2003-132 § 12)~~

21A.25.190 Setbacks – Projections and structures allowed.
Provided that the required setbacks from regional utility corridors of SMC 21A.25.160, **as allowed in the Environmentally Critical Areas SMC 21A.50.200**, the adjoining half-street or designated arterial setbacks of SMC 21A.25.180 and the sight distance requirements of SMC 21A.25.220 are maintained, structures may extend into or be located in required setbacks, as follows:
(1) Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into a ~~street~~ setback, provided such projections are:
(a) Limited to two per facade; and
(b) Not wider than 10 feet;
(2) Uncovered porches and decks that exceed 18 inches above the finished grade may project five feet into the ~~street~~ setback;
(3) Uncovered porches and decks not exceeding 18 inches above the finished grade may project to the street property line;
(4) Eaves may not project more than:
(a) Twenty-four inches into a street setback; or
(b) Eighteen inches across a lot line in a zero lot line development provided that any neighboring building and its associated eaves, are 10 feet from the lot line;
(c) Eighteen inches into an interior setback:
(5) Fences with a height of six feet or less may project into or be located in any setback;
(6) Rockeries, retaining walls and curbs may project into or be located in any setback provided these structures:
(a) Do not exceed a height of six feet in the R-1 through R-18 zones; and
(b) Do not exceed the building height for the zone in commercial zones, measured in accordance with the standards established in the ~~Uniform Building Code~~ **International Building Code**, SMC Title 16;
c) Are in accordance with the requirements in Environmentally Critical Areas 21A.50;

(7) Fences located on top of rockeries, retaining walls or berms are subject to the requirements of SMC 21A.30.190;
(8) Telephone poles and lines; power poles and lines; cable TV and Internet lines; light and flagpoles; trellises not exceeding eight feet in height, not wider than 10 feet; culverts; underground water facilities; underground sewer facilities; and accessory facilities for the provision of utilities, such as drains, but excluding electrical and cellular equipment cabinets, and similar utility boxes and vaults.
(9) The following may project into or be located within a setback, but may only project into or be located within an interior setback area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the King County Department of Records and Elections prior to the installment or construction of the structure:
(a) Sprinkler systems**, air conditioning units**, electrical and cellular equipment cabinets and other similar utility boxes and vaults;
(b) Security system access controls;
(c) Structures, except for buildings, associated with trails and on-site recreation spaces and play areas required in SMC 21A.30.140 and 21A.30.160 such as benches, picnic tables and drinking fountains; and
(d) Surface water management facilities as required by Chapter 9.04 KCC as adopted by Chapter 15.05 SMC;
(10) Mailboxes and newspaper boxes may project into or be located within street setbacks;
(11) Fire hydrants and associated appendages;
(12) Metro bus shelters may be located within street setbacks;
(13) Unless otherwise allowed in SMC 21A.45.080, freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet may project into or be located within street setbacks; and
(14) Stormwater conveyance and control facilities, both above and below ground, provided such projections are:
(a) Consistent with setback, easement and access requirements specified in the surface water design manual; or
(b) In the absence of said specifications, not within five feet of the property line.

(Ord. O2005-171 §§ 3, 4; Ord. O2004-143 § 1; Ord. O2003-132 § 12)

~~**21A.25.230 Personal services and retail uses in R-4 through R-18 zones.**~~
~~The general personal service use (SIC No. 72 except 7216, 7218 and 7261) listed in SMC 21A.20.050 and the retail uses listed in SMC 21A.20.070 which are located in the R-4 through R-18 zones shall be subject to the following requirements:~~
~~(1) Each individual establishment shall not exceed 5,000 square feet of gross floor area and the combined total of all contiguous commercial establishments shall not exceed 15,000 square feet of gross floor area;~~
~~(2) Establishments shall not be located less than one mile from another commercial establishment, unless located with other establishments meeting the criteria in subsection (1) of this section;~~

~~(3) Establishment sites shall abut an intersection of two public streets, each of which is designated as a neighborhood collector or arterial and that has improved pedestrian facilities for at least one-quarter mile from the site;~~
~~(4) The maximum on-site parking ratios for establishments and sites shall be two per 1,000 square feet and required parking shall not be located between the building(s) and the street;~~
~~(5) Buildings shall comply with the building facade modulation and roofline variation requirements in SMC 21A.30.060 and 21A.30.070 and at least one facade of the building shall be located within five feet of the sidewalk;~~
~~(6) If the personal service or retail use is located in a building with multifamily uses, then the commercial use shall be on the ground floor and shall not exceed 25 percent of the total floor area of the building;~~
~~(7) Sign and landscaping standards for the use apply. (Ord. O2003-132 § 12)~~

21A.30.160 On-site recreation – Play areas required.
(1) All single detached subdivisions, apartment, townhouse and mixed use development, excluding age restricted senior citizen housing, shall provide to children play areas within the recreation space on-site, except when facilities are available to the public within one-quarter mile that are developed as parks or playgrounds and are accessible without crossing of arterial streets.
(2) ~~If any~~ **P**lay apparatus is provided in the play area shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:
(a) At least 400 square feet in size with no dimension less than 20 feet; and
(b) Adjacent to main pedestrian paths or near building entrances. (Ord. O99-29 § 1)

21A.35.040 Landscaping – Street frontages.
The required width of perimeter landscaping along street frontages shall be provided as follows:
(1) Twenty feet of Type II landscaping shall be provided for an institutional use, excluding playgrounds and playfields;
(2) Ten feet of Type II landscaping shall be provided for an industrial development;
(3) Ten feet of Type II landscaping shall be provided for an above-ground utility facility development, excluding distribution and transmission corridors, located outside a public right-of-way;
(4) Ten feet of Type III landscaping shall be provided for a commercial or attached/group residence development; and
(5) For single-family subdivisions:
(a) **Street** trees shall be planted **per the Public Works Standards** ~~at the rate of one tree for every 40 feet of frontage along a neighborhood collector street or arterial street~~;
~~(b) The trees shall be:~~
~~(i) Located within the street right-of-way if permitted by the custodial state or local agency;~~
~~(ii) No more than 20 feet from the street right-of-way line when located within a lot;~~
~~(iii) Maintained by the adjacent landowner unless part of a City maintenance program; and~~

~~(iv) A species approved by the City if located within the street right-of-way and compatible with overhead utility lines;~~
~~(c) The trees may be spaced at irregular intervals in order to accommodate sight distance requirements for driveways and intersections.~~ (Ord. O2005-175 § 1; Ord. O99-29 § 1)

21A.35.070 Landscaping – General standards for all landscape areas.
All new landscape areas proposed for a development shall be subject to the following provisions:
(1) Berms shall not exceed a slope of two horizontal feet to one vertical foot (2:1).
(2) All new turf areas, except all-weather, sand-based athletic fields shall:
(a) Be augmented with a two-inch layer of stabilized compost material or a four-inch layer of organic material with a minimum of eight percent organic material cultivated a minimum of six inches deep; or
(b) Have an existing organic content of eight percent or more to a depth of six inches as shown in a soil sample analysis. The soil analysis shall include:
(i) Determination of soil texture, indicating percentage of organic matter;
(ii) An approximated soil infiltration rate (either measured or derived from soil/texture/infiltration rate tables). A range of infiltration rates shall be noted where appropriate; and
(iii) Measure pH value.
(3) Landscape areas, except turf or areas of established groundcover, shall be covered with at least two inches of ~~stabilized~~ **city approved mulch** ~~compost~~ to minimize evaporation.
(4) Plants having similar water use characteristics shall be grouped together in distinct hydrozones.
(5) Plant selection shall consider adaptability to climatic, geologic, and topographical conditions of the site. Preservation of existing vegetation is encouraged. (Ord. O99-29 § 1)

21A.45.080 Residential zone signs.
Signs in the R zone are limited as follows:
(1) Nonresidential Use.
(a) One sign identifying nonresidential uses **on the same residential parcel**, not otherwise regulated by this section, not exceeding 25 square feet and not exceeding six feet in height is permitted;
(b) Schools are permitted one sign per school or school facility entrance, **not exceeding 25 square feet and not exceeding six feet in height is permitted**, which may be located in the setback. Two additional wall signs **not exceeding 25 square feet** attached directly to the school or school facility are permitted;
(c) Public agency facilities, including but not limited to civic centers, community centers, public agency offices, and public utility yards, are permitted two signs for each facility. Each sign shall be limited to a sign area of not more than 30 square feet and not exceeding a height of more than six feet for freestanding signs;
(d) Home occupation and home industry signs are limited to wall signs not exceeding six square feet.

21A.45.120 Signs or displays of limited duration.

The following temporary signs or displays are permitted and except as required by the International Building Code, Chapter 16.20 SMC, Construction Administrative Code, or as otherwise required in this chapter, do not require building permits:

(1) Grand Opening Displays.

(a) Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to one month to announce the opening of a new enterprise or the opening of an enterprise under new management; and

(b) All grand opening displays shall be removed upon the expiration of 30 consecutive days;

(2) Construction Signs.

(a) Construction signs identifying architects, engineers, planners, contractors, or other individuals or firms involved with the construction of a building and announcing the character of the building or the purpose for which the building is intended may be displayed;

(b) One non-illuminated, double-faced sign is permitted for each public street upon which the project fronts;

(c) No sign shall exceed 32 square feet in surface area or 10 feet in height, or be located closer than 30 feet from the property line of the adjoining property; and

(d) Construction signs must be removed by the date of first occupancy of the premises or one year after placement of the sign, whichever occurs first;

(3) Political Signs. Political signs are allowed, subject to the following requirements:

(a) Location.

(i) Political signs may be displayed on private property with the consent of the property owner;

(ii) Political signs may be displayed within public easements or streets; provided, that signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles, or islands;

(iii) Political signs located pursuant to subsections (3)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements.

(b) Specifications.

(i) Political signs located on private property may have a maximum sign area of up to 32 square feet;

(ii) Freestanding political signs on private property may be up to eight feet tall;

(iii) Political signs located on or within public easements or streets may have a maximum sign area of up to four square feet and may be up to three feet tall above grade;

(iv) Political signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or

by SMC 21A.25.220, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations;

(c) Removal.

(i) Political signs shall be removed within seven days following the election;

(ii) Property owners shall be responsible for the removal of political signs located on private property;

(iii)The campaign officer or responsible official shall be responsible for the removal of political signs located on or within public easements or streets;

(4) Real Estate Signs. All temporary real estate signs may be single or double-faced signs:

(a) Signs advertising an individual residential unit for sale or rent shall be limited to one sign per street frontage. The sign may not exceed eight square feet in area, and shall not exceed six feet in height. The sign shall be removed within five days after closing of the sale, lease or rental of the property.

(b) Portable off-premises residential directional signs announcing directions to an open house at a specified residence that is offered for sale or rent shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent and may be located on the right-of-way outside of vehicular and bicycle lanes.

(c) On-site commercial **(non-residential)**or industrial property for sale or rent signs shall be limited to one sign per street frontage, and shall not exceed 32 square feet in area. The sign shall not exceed 12 feet in height. The sign shall be removed within~~30~~ **five** days after closing of the sale, lease or rental of the property. A building permit is required and shall be issued for a one-year period. The permit is renewable for one year increments up to a maximum of three years.

(d) On-site residential development for sale or rent signs shall be limited to one sign per development. The sign shall not exceed 32 square feet in area, and shall not exceed 12 feet in height. A building permit is required and shall be issued for a one-year period. The permit is renewable annually for up to a maximum of three years.

(e) Off-site directional signs for residential developments shall be limited to six signs. Each sign shall not exceed 16 square feet in area, and shall include only the name of and directions to the residential development. The sign(s) shall be placed a maximum of two road miles from the nearest residential development entrance. No two signs for one residential development shall be located closer than 500 feet from one another on the same street. A single building permit is required for all signs and shall be issued for a one-year period. The permit number and the permit expiration date must be clearly displayed on the face of each sign. The permit is renewable for one-year increments up to a maximum of three years, provided that extensions will only be granted if the sign permit applicant has complied with the applicable regulations.

(f) Residential on-premises informational signs shall be limited to one sign per feature, including but not limited to signs for information centers, model homes, parking areas or announcing features such as parks, playgrounds, or trails.

Each sign shall not exceed 16 square feet in area, and shall not exceed six feet in height;

21A.65.020 Animal regulations – Small animals.

The raising, keeping, breeding, or fee boarding of small animals are subject to Chapter 11.04 KCC as adopted by Chapter 11.05 SMC, Animal Control, and the following requirements:

(1) Small animals that are kept indoors as household pets in aquariums, terrariums, cages or similar containers shall not be limited in number, except as may be provided in KCC Title 11 as adopted by Chapter 11.05 SMC. Other small animals excluding cats kept indoors as household pets shall be limited to five, of which not more than three may be unaltered cats or dogs. Cats kept indoors shall not be limited in numbers.

(2) Other small animals kept outside, including adult cats and dogs, shall be limited to three per household on lots of less than 20,000 square feet, five per household on lots of 20,000 to 35,000 square feet, with an additional two per acre of site area over 35,000 square feet up to a maximum of 20, unless more are allowed as an accessory use pursuant to subsection (5) of this section; provided, that all unaltered animals kept outdoors must be kept on a leash or in a confined area, except as authorized for a hobby kennel or cattery or commercial kennel or cattery pursuant to Chapter 11.04 KCC as adopted by Chapter 11.05 SMC.

(3) Excluding kennels and catteries, the total number of unaltered adult cats and/or dogs per household shall not exceed three.

(4) Animals considered to be household pets shall be treated as other small animals pursuant to subsection (5) of this section when they are kept for commercial breeding, boarding or training.

(5) Small animals and household pets kept as an accessory use outside the dwelling shall be raised, kept or bred only as an accessory use on the premises of the owner, or in a kennel or cattery approved through the conditional use permit process, subject to the following limitations:

(a) Birds shall be kept in an aviary or loft that meets the following standards:

(i) The aviary or loft shall provide one-half square foot for each parakeet, canary or similarly sized birds, one square foot for each pigeon, small parrot or similarly sized bird, and two square feet for each large parrot, macaw or similarly sized bird.

(ii) Aviaries or lofts shall not exceed 2,000 square feet.

(iii)The aviary is set back at least 10 feet from any property line, and 20 feet from any dwelling unit.

(b) Small animals other than birds shall be kept according to the following standards:

(i) The minimum site area shall be one-half acre if more than three small animals are being kept.

(ii) All animals shall be confined within a building, pen, aviary or similar structure.

(iii)Any covered structure used to house or contain such animals shall maintain a distance of not less than 10 feet to any property line, except

structures used to house mink and fox shall be a distance of not less than 150 feet.

(iv) Poultry, chicken, squab, and rabbits are limited to a maximum of one animal per one square foot of structure used to house such animals, up to a maximum of 2,000 square feet.

(v) Hamsters, nutria and chinchilla are limited to a maximum of one animal per square foot of structure used to house such animals, up to a maximum of 2,000 square feet.

(vi) Mink and fox are permitted only on sites having a minimum area of five acres.

(vii) Beekeeping is limited as follows:

(A) Beehives are limited to 50 on sites less than five acres;

(B) The number of beehives shall not be limited on sites of five acres or greater;

(C) Colonies shall be maintained in movable-frame hives at all times;

(D) Adequate space shall be provided in each hive to prevent overcrowding and swarming;

(E) Colonies shall be requeened following any swarming or aggressive behavior;

(F) All colonies shall be registered with the King County extension agent prior to April 1st of each year on a state registration form acceptable to the county; and

(G) Abandoned colonies, diseased bees, or bees living in trees, buildings, or any other space except in movable-frame hives shall constitute a public nuisance, and shall be abated as set forth in Chapter 21A.115 SMC, Enforcement.

(c) Kennels and catteries are subject to the following requirements:

~~(i) For kennels located on residential zoned sites:~~

~~(A) The minimum site area shall be five acres; and~~

~~(B) Structures housing animals and outdoor animal runs shall be a minimum distance of 100 feet from property lines abutting residential zones;~~

~~(ii)~~(i) For kennels located on nonresidential zoned sites, run areas shall be completely surrounded by an eight-foot solid wall or fence, and be subject to the requirements in KCC 11.04.060 as adopted by Chapter 11.05 SMC; and

~~(iii)~~(ii) Catteries shall be on sites of 35,000 square feet or more, and buildings used to house cats shall be a minimum distance of 50 feet from property lines abutting residential zones. (Ord. O99-29 § 1) *(These are not currently allowed in residential zones)*

21A.65.040 Animal regulations – Livestock – Building requirements.

(1) In residential zones, fee boarding of livestock other than in a legally established stable shall only be as an accessory use to a residence on the subject property **(See also 21A.25.140 for setbacks related to manure storage)**; and

(2) A barn or stable may contain a caretaker's accessory living quarters. (Ord. O99-29 § 1)

Comment [r1]: This language was requested by the Code Enforcement Offficer because the cited section of the code requires a 25 foot setback for manure from property lines while barns could be 5 feet from the property line. This reference informs the applicant, so they can site their agricultural buildings accordingly.

21A.65.050 Home occupation.
Residents of a dwelling unit may conduct one or more home occupations as accessory activities, provided:
(1) The total area devoted to all home occupation(s) shall not exceed 20 percent of the floor area of the dwelling unit. Areas with attached garages and storage buildings shall not be considered part of the dwelling unit for purposes of calculating allowable home occupation area but may be used for storage of goods associated with the home occupation;
(2) In residential zones, all the activities of the home occupation(s) shall be conducted indoors, except for those related to growing or storing of plants used by the home occupation(s) **or Daycare 1;**

(3) No more than one nonresident shall be employed by the home occupation(s);

(4) The following activities shall be prohibited in residential zones only:
(a) Automobile, truck and heavy equipment repair;
(b) Autobody work or painting;
(c) Parking and storage of heavy equipment; and
(d) Storage of building materials for use on other properties;
(e) Real Estate Offices.

(5) In addition to required parking for the dwelling unit, on-site parking shall be provided as follows:
(a) One stall for a nonresident employed by the home occupation(s); and
(b) One stall for patrons when services are rendered on-site;

(6) Sales shall be limited to:
(a) Mail order sales;
(b) Telephone sales with off-site delivery; and
(c) Internet sales;

(7) Services to patrons shall be arranged by appointment or provided off-site;

(8) The home occupation(s) may use or store a vehicle for pickup of materials used by the home occupation(s) or the distribution of products from the site, provided:
(a) No more than one such vehicle shall be allowed;
(b) Such vehicle shall not park within any required setback areas of the lot or on adjacent streets; and
(c) Such vehicle shall not exceed a weight capacity of one ton; and

(9) The home occupation(s) shall not use electrical or mechanical equipment that results in:
(a) A change to the occupancy type of the structure(s) used for the home occupation(s);
(b) Visual or audible interference in radio or television receivers, or electronic equipment located off-premises; or

(c) Fluctuations in line voltage off-premises;

(10) Uses not allowed as home occupations may be allowed as a home industry pursuant to this chapter. (Ord. O99-29 § 1)

21A.100 Review Procedures-Notice Requirements

21A.100.060 Director review – Decision final unless appealed.
(1) The decision of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to Chapter 20.10**.08**0 SMC.
(2) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.
(3) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.
(4) As provided by SMC 20.10.240(1) and (2):
(a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and
(b) The decision shall be final unless appealed under the provisions of SMC 20.10.250(1).
(5) Establishment of any use or activity authorized pursuant to a conditional use permit **, reasonable use exception,** or variance shall occur within four years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for one additional year by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.
(6) For the purpose of this section, "establishment" shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.
(7) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance are met. (Ord. O99-29 § 1)

Title 23.

23.25. Notice and Orders

23.25.020 Effect.
(1) Subject to the appeal provisions of Chapter 23.35 SMC, a notice and order represents a determination that a civil code violation has occurred, that the cited party is a person responsible for the code violation, and that the violations set out in the notice and order require the assessment of penalties and costs and other remedies specified in the notice and order.
(2) Failure to correct the civil code violation in the manner prescribed by the notice and order subjects the person to whom the notice and order is directed to the use of any of the compliance remedies provided by this title, including:

(a) Additional civil penalties and costs;

(b) A requirement that abatement, remediation and/or mitigation be performed;

(c) An agreement to perform community service as prescribed by this chapter;

(d) Permit suspension, revocation, modification and/or denial as prescribed by this chapter; and/or

(e) Abatement by the director and recovery of the costs of abatement according to the procedures described in this title.

(3) Any person identified in the notice and order as responsible for the code violation may appeal the notice and order within ~~14~~ **21** days according to the procedures described in Chapter 23.35 SMC.*(to match 23.25.030 (11).*

(4) Failure to appeal the notice and order within the applicable time limits shall render the notice and order a final determination that the conditions described in the notice and order existed and constituted a civil code violation, and that the named party is liable as a person responsible for code compliance.

(5) Issuance of a notice and order in no way limits a director's authority to issue a notice of infraction or stop work order to a person previously cited through the notice and order process pursuant to this title. Payment of the civil penalties assessed under the notice and order does not relieve a person found to be responsible for the code violation of his or her duty to correct the violation and/or to pay any and all civil fines or penalties accruing under notices of infractions or stop work orders issued pursuant to this title.

(Ord. O99-42 § 1; Ord. O99-29 § 1)

Exhibit 2

City of Sammamish Washington

Planning Commission

801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425.295.0500 • Fax: 425.295.0600 • web: www.ci.sammamish.wa.us

MEMO

Date: September 23, 2008

To: The City Council

From: Erica Tiliacos, Planning Commission Chair

RE: Proposed Minor Municipal Code (SMC) amendments

On behalf of the Planning Commission, I'm pleased to forward our recommendations for proposed Minor code amendments to the City's Municipal Code. I look forward to discussing these recommendations with you at an upcoming City Council session.

During our review process we completed two public meetings on February 21, 2008 and June 19, 2008 and a public hearing on July 10, 2008. Our review involved hearing testimony from one citizen.

At our July 10, 2008 deliberation session on the proposed ordinance we made some minor revisions based on our deliberations. The Commission recommends the attached Minor Code Amendments Ordinance for your consideration.

- Minor corrections such as incorrect numbering in the text or incorrect municipal code citations.
- Corrections to the code to reintroduce exemptions to the Clear and Grade section of the code which were unintentionally removed when the City went from the Uniform Building Code to the International Building Code. For instance, an exemption from requiring a grading permit for less than 50 cubic yards of grade and fill, and exemptions for septic field installation.
- Corrections and clarifications in the definitions section.
- Revisions of the interior lot line setback distances in R-4 to make them consistent with other zones. Currently, R-4 has a 7 foot interior lot line setback all of the other zones have a 5 foot interior setback.
- Elimination of the allowance of commercial establishments of 5,000 square feet or less in any residential zone, where the parcel is at least one mile from the nearest commercial area. This was a hold over from King County's code and was intended for rural areas.
- Corrections to the Title 21A eliminating conflicts with other municipal code sections and standards, such as the street tree requirements which appear in both the landscape section of the code and in the Public Works Standards.

Again I look forward to presenting our recommendation at an upcoming City Council session.

CITY COUNCIL AGENDA BILL

Subject: First Reading and Public Hearing "Code Block" Amendments: Revisions to SMC 21A.25 (lot split by zone boundary, and SMC 21A.50 (Landslide Hazard Areas or Erosion Hazard Near Sensitive Water Bodies**)**

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Community Development

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required: First Reading and Public Hearing
No action required.

Exhibits:

1. Ordinance and Attached Code Revisions
2. Memorandum to the City Council from Erica Tiliacos, Planning Commission Chair.
3. Supplemental information

Budgeted Amount: N/A

A number of "code block" amendments are proposed. These are amendments to sections of code that can be particularly challenging for applicants. Revisions in these code requirements would provide relief while maintaining environmental protections:

Amendments to SMC 21A.25, which broadens the applicability of utilizing the existing provisions of the lot divided by zone boundary section.

Amendments to SMC 21A.50, to require that new single family homes and additions within Landslide Hazard Areas or Erosion Hazard Near Sensitive Water Bodies (EHNSWB) overlays infiltrate to the maximum extent feasible based upon on-site soil conditions, topography, and confirmed through a geotechnical review. If 100% onsite infiltration is not feasible, drainage would be subject to individual lot evaluation to determine what methodology will minimize the potential landslide or erosion hazards. A tightline may or may not be required.

Amendments to SMC 21A.50, which would provide a one-time exemption to the requirements for 100% drainage infiltration or tightlines in the Landslide Hazard area and the EHNSWB overlay for additions to existing single family homes adding less than 200 square feet to the existing impervious surface area.

Financial Impact: N/A

Recommended Motion: No Action required. First reading and Public Hearing.

Exhibit 1

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2008 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTIONS 21A.25.210 (LOT DIVIDED BY ZONE BOUNDARY), 21A.50.225 (EROSION HAZARDS NEAR SENSITIVE WATER BODIES-SPECIAL DISTRICT OVERLAY), AND 21A.260 (LANDSLIDE HAZARD AREAS-DEVELOPMENT STANDARDS), OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted appropriate zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, development applications are reviewed for compliance with these regulations; and

WHEREAS, a number of code sections have presented particular challenges for applicants, and revisions could be made that would assist applicants and still afford sufficient environmental protections; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed municipal code amendments was received by the State of Washington Department of Community, Trade and Economic Development on June 9, 2008 allowing for a 60 day review and comment period; and

WHEREAS, a State Environmental Policy Act (SEPA) threshold determination for the proposed amendments was issued on July 14, 2008 (Lot Split by Zone Boundary) and XXXX in accordance with WAC 197-11-800(19); and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities; and included presentation to the Sammamish Planning Commission on June 5, 2008; and

WHEREAS, the Planning Commission considered the proposed amendments at a Planning Commission public hearing conducted on June 19, 2008 and continued on July 10, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearing and forwarded their recommendation to the City Council; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information; and

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

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____DAY OF _____ 2008.

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

_____

Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 10, 2008
Public Hearing:	December 16, 2008
First Reading:	December 16, 2008
Public Hearing:	
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Proposed Sammamish Municipal Code Amendments:

Erosion Hazard near Sensitive Water Body (EHNSWB) and Landslide Hazard Area – Code Amendment

Amendment List:

SMC 21A.50.225 - Erosion hazards near sensitive water bodies – Special district overlay.
SMC 21A.50.260 - Landslide hazard areas – Development standards and permitted alterations.

The proposed code amendment requires that new single family homes and additions to existing single family homes infiltrate to the maximum extent feasible on the subject site. If 100% onsite infiltration is not feasible, drainage is subject individual lot evaluation to determine what methodology will minimize the potential landslides or erosion hazards, however a tightline is not always required.

The code amendment also provides a one time exemption to the critical area drainage requirements in the Landslide Hazard area and the EHNSWB overlay for additions to existing single family homes adding less than 200 square feet to the existing impervious surface area.

Plain text in the following pages represents existing regulatory language.
~~Strikethrough~~ text in the following pages represents the deletion of existing regulatory language.
<u>Underlined</u> text in the following pages represents the addition of new regulatory language.

21A.50.225 Erosion hazards near sensitive water bodies – Special district overlay.

(1) The purpose of the erosion hazards near sensitive water bodies special overlay district is to provide a means to designate sloped areas posing erosion hazards that drain directly to lakes or streams of high resource value that are particularly sensitive to the impacts of increased erosion and the resulting sediment loads from development.

(2) The department of community development shall maintain a map of the boundaries of the erosion hazard near sensitive water bodies overlay district.

(3) The following development standards shall be applied, in addition to all applicable requirements of this chapter, to development proposals located within the erosion hazards near a sensitive water bodies special district overlay:

(a) A no-disturbance area shall be established on the sloped portion of the special district overlay to prevent damage from erosion. The upslope boundary of the no-disturbance area lies at the first obvious break in slope from the upland plateau over onto the steep valley walls. The downslope boundary of the no-disturbance area is the extent of those areas designated as erosion or landslide hazard areas. The department shall maintain maps of the approximate location of the no-disturbance areas, which shall be subject to field verification for new development proposals.

(b) Land clearing or development shall not occur in the no-disturbance area, except for the clearing activities listed in subsection (3)(b)(i) of this section. Clearing activities listed in subsection (3)(b)(i) of this section shall only be permitted if they meet the requirements of subsection (3)(b)(ii) of this section.

(i) Clearing activities may be permitted as follows:

(A) For single-family residences, associated landscaping and appurtenances on pre-existing separate lots;

(B) For utility corridors to service existing development along existing rights-of-way including any vacated portions of otherwise contiguous rights-of-way, or for the construction of utility corridors identified within an adopted water, storm water, or sewer comprehensive plan; or

(C) For streets providing sole access to buildable property and associated utility facilities within those streets.

(ii) The clearing activities listed in subsection (3)(b)(i) of this section may be permitted only if the following requirements are met:

(A) A report that meets the requirements of SMC 21A.50.130 shall show that the clearing activities will not subject the area to risk of landslide or erosion and that the purpose of the no-disturbance area is not compromised in any way;

(B) The clearing activities shall be mitigated, monitored and bonded consistent with the mitigation requirements applicable to critical areas;

(C) The clearing activities are limited to the minimal area and duration necessary for construction; and

(D) The clearing activities are consistent with this chapter.

Section A

(c) New proposed subdivisions, short subdivisions, commercial site development permits, and binding site plans~~development proposals~~ for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes a proposed subdivision or short subdivision from achieving 75 percent of the maximum net density as identified in Chapter 21A.25 SMC. When 75 percent of the maximum net density cannot be met, the applicant shall retain runoff on-site and a perforated tightline (Figure C.2.I, Appendix C, of the 1998 KCSWDM, as amended) shall be used to connect each lot to the central drainage system. The following drainage systems shall be evaluated, using the following sequential measures, which appear in order of preference:

(i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);

(ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site. All flows not going to an individual infiltration system shall be detained on-site using the most restrictive flow control standard; and

(iii) When infiltration of downspouts is not feasible, the applicant shall design a drainage system that will detain flows on-site using the applicable flow control standard and shall install an outlet from the drainage system designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; provided, that in no case shall development proposals generating more than 2,000 square feet of impervious surface create point discharges in or upstream of the no-disturbance or landslide hazard areas.

Section B

(d) New single family home construction or modifications or additions to existing single family homes on existing legal lots that will result in a total site impervious surface of more than 2,000 square feet shall provide a drainage design, using the following sequential measures, which appear in order of preference:

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(i) Infiltration of all site runoff shall be required to the maximum extent technically feasible in soils conditions, consistent with the infiltration system design requirements of the KCSWDM;

(ii) For development proposals that cannot infiltrate all site runoff, impervious surfaces shall be infiltrated to the maximum extent technically feasible in soil conditions, consistent with the infiltration system design requirements of the KCSWDM;

(iii) For development proposals that cannot infiltrate all site runoff, the applicant shall design a drainage system that provides a drainage outlet designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; and,

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(iv) Structural modification of, addition to or replacement of legally created single detached residences and improvements in existence before January 1, 2006 that do not increase the existing total footprint of the residence and associated impervious surface by more than 200 square feet over that existing before January 1, 2006 shall be exempt from the provisions of this section.

(e~~d~~) For the portions of proposed subdivisions, short subdivisions and binding site plans that cannot infiltrate runoff up to the 100-year peak flow, at least 25 percent shall remain undisturbed and set aside in an open space tract consistent with SMC 21A.50.160 through 21A.50.190. The open space tract shall be located adjacent to any required critical area tracts and shall be designed to maximize the amount of separation between the critical area and the proposed development. If no critical areas tracts are required, the open space tract shall be located to provide additional protection to the no-disturbance area.

(f~~e~~) For the portions of all subdivisions and short subdivisions that cannot infiltrate runoff up to the 100-year peak flow, no more than 35 percent of the gross site area shall be covered by impervious surfaces. For new subdivisions and short subdivisions, maximum lot coverage should be specified for subsequent residential building permits on individual lots.

(g~~f~~) If the application of this section would deny all reasonable use of property, the applicant may apply for a reasonable use exception pursuant to SMC 21A.50.070(2).

(h~~g~~) The director may modify the property-specific development standards required by this section when a critical areas study is conducted by the applicant and approved by the director which demonstrates that the proposed development substantially increases water quality by showing the following:

(i) Water quality on-site is improved through site enhancements and/or other innovative management techniques;

(ii) The development project will not subject downstream channels to increased risk of landslide or erosion; and

(iii) The development project will not subject the nearest sensitive water body to additional erosion hazards. (Ord. O2005-193 § 1)

21A.50.260 Landslide hazard areas – Development standards and permitted alterations.

A development proposal containing, or within 50 feet of, a landslide hazard area shall meet the following requirements:

(1) A minimum buffer of 50 feet shall be established from all edges of the landslide hazard area. The buffer shall be extended as required to mitigate a landslide or erosion hazard or as otherwise necessary to protect the public health, safety, and welfare.

(2) The buffer may be reduced to a minimum of 15 feet if, based on a critical areas study, the City determines that the reduction will adequately protect the proposed development and other properties, the critical area and other critical areas off-site.

(a) For single-family residential building permits only, the City may waive the critical areas study requirement if other development in the area has already provided sufficient information or if such information is otherwise readily available.

(b) In addition to the general requirements for critical areas studies that may be required consistent with SMC 21A.50.130, the critical areas study for a landslide hazard area shall specifically include:

(i) A description of the extent and type of vegetative cover;

(ii) A description of subsurface conditions based on data from site-specific explorations;

(iii) Descriptions of surface and groundwater conditions, public and private sewage disposal systems, fills and excavations, and all structural improvements;

(iv) An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure;

(v) An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a 100-year storm event;

(vi) Consideration of the run-out hazard of landslide debris and/or the impacts of landslide run-out on downslope properties;

(vii) A study of slope stability including an analysis of proposed cuts, fills, and other site grading;

(viii) Recommendations for building siting limitations; and

(ix) An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion.

(3) Unless otherwise provided herein or as part of an approved alteration, removal of any vegetation from a landslide hazard area or buffer shall be prohibited, except for limited removal of vegetation necessary for surveying purposes and for the removal of hazard trees determined to be unsafe by the City. The City may require the applicant to submit a report prepared by a certified arborist to confirm hazard tree conditions. Notice to the City shall be provided prior to any vegetation removal permitted by this subsection.

(4) Vegetation on slopes within a landslide hazard area or buffer that has been damaged by human activity or infested by noxious weeds may be replaced with native vegetation pursuant to an enhancement plan approved by the City. The use of hazardous substances, pesticides, and fertilizers in landslide hazard areas and their buffers may be prohibited by the City.

(5) Alterations to landslide hazard areas and buffers may be allowed only as follows:

(a) A landslide hazard area located on a slope 40 percent or steeper may be altered only if the alteration meets the following standards and limitations:

(i) Approved surface water conveyances, as specified in the applicable City-adopted storm water requirements, may be allowed in a landslide hazard area if they are installed in a manner to minimize disturbance to the slope and vegetation;

(ii) Public and private trails may be allowed in a landslide hazard area subject to the standards and mitigations contained in this chapter, development standards in Chapter 21A.30 SMC, and requirements elsewhere in the SMC, when locating outside of the hazard area is not feasible;

(iii) Utility corridors may be allowed in a landslide hazard area if a critical areas study shows that such alteration will not subject the area to the risk of landslide or erosion;

(iv) Limited trimming and pruning of vegetation may be allowed in a landslide hazard area pursuant to an approved vegetation management plan for the creation and maintenance of views if the soils are not disturbed;

(v) Stabilization of sites where erosion or landsliding threatens public or private structures, utilities, roads, driveways or trails, or where erosion and landsliding threaten any lake, stream, wetland, or shoreline. Stabilization work shall be performed in a manner that causes the least possible disturbance to the slope and its vegetative cover; and

(vi) Reconstruction, remodeling, or replacement of an existing structure upon another portion of an existing impervious surface that was established pursuant to City ordinances and regulations may be allowed; provided:

(A) If within the buffer, the structure is located no closer to the landslide hazard area than the existing structure; and

(B) The existing impervious surface within the buffer or landslide hazard area is not expanded as a result of the reconstruction or replacement.

(b) A landslide hazard area located on a slope less than 40 percent may be altered only if the alteration meets the following requirements:

(i) The development proposal will not decrease slope stability on contiguous properties; and

(ii) Mitigation based on the best available engineering and geological practices is implemented that either eliminates or minimizes the risk of damage, death, or injury resulting from landslides; and

(c) Neither buffers nor a critical area tract shall be required if the alteration meets the standards of subsection (5)(b) of this section.

Section C

(6) New development proposals that will result in a total site impervious surface of more than 2,000 square feet shall provide a drainage design, using the following sequential measures, which appear in order of preference:

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(a) Infiltration of all site runoff shall be required to the maximum extent technically feasible in soils conditions, consistent with the infiltration system design requirements of the KCSWDM;

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(b) For development proposals that cannot infiltrate all site runoff, impervious surfaces shall be infiltrated to the maximum extent technically feasible in soil conditions, consistent with the infiltration system design requirements of the KCSWDM;

(c) For development proposals that cannot infiltrate all site runoff, the applicant shall design a drainage system that provides a drainage outlet designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; and,

(d) Structural modification of, addition to or replacement of legally created single detached residences and improvements in existence before January 1, 2006 that do not increase the existing total footprint of the residence and associated impervious surface by more than 200 square feet over that existing before January 1, 2006 shall be exempt from the provisions of this section.

~~Point discharges from surface water facilities in erosion hazard areas and onto or upstream from landslide hazard areas shall be prohibited for developments generating more than 2,000 square feet of impervious surface area, except if conveyed via continuous storm pipe downslope to a point where there are no erosion hazard areas downstream from the discharge.~~

(7) The following are exempt from the provisions of this section:

(a) Slopes that are 40 percent or steeper with a vertical elevation change of up to 20 feet if no adverse impact will result from the exemption based on the City's review of and concurrence with a soils report prepared by a geologist or geotechnical engineer; and

(b) The approved regrading of any slope that was created through previous legal grading activities. (Ord. O2005-193 § 1; Ord. O99-29 § 1)

Proposed Sammamish Municipal Code Amendments:

Property Split by Zone Boundary – Code Amendment

Amendment List:

SMC 21A.25.210 - Lot divided by zone boundary.

Plain text in the following pages represents existing regulatory language.
~~Strikethrough~~ text in the following pages represents the deletion of existing regulatory language.
Underlined text in the following pages represents the addition of new regulatory language.

21A.25.210 Lot divided by zone boundary.

When a lot or development proposal site is divided by a zone boundary, the following rules shall apply:

(1) When a lot contains both residential and nonresidential zoning, the zone boundary between the zones shall be considered a lot line for determining permitted building height and required setbacks on the site;

(2) When a lot or development proposal site contains residential zones of varying density:

(a) Any residential density transfer within ~~the~~ a lot or development proposal site shall be allowed from the portion with the lesser residential density to that of the greater residential density;

(b) Residential density transfer from the higher density zone to the lower density zone may be allowed only when:

(i) The units transferred from any R-12 or R-18 zoned portion of the lot or development proposal site are maintained in an attached dwelling unit configuration on the lower density portion receiving such units;

(ii) The transfer does not reduce the minimum density achievable on the lot or development proposal site;

(iii) The transfer enhances the efficient use of needed infrastructure;

(iv) The transfer does not result in significant adverse impacts to the low density portion of the lot or development proposal site;

(v) The transfer contributes to preservation of environmentally sensitive areas, wildlife corridors, or other natural features; and

(vi) The transfer does not result in significant adverse impacts to adjoining lower density properties;

(c) Compliance with these criteria shall be evaluated during review of any development proposals in which such a transfer is proposed; and

(3) Uses on each portion of the lot shall only be those permitted in each zone pursuant to Chapter 21A.20 SMC.

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Exhibit 2

City of Sammamish Washington

Planning Commission

801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.wa.us

To: City Council

From: Erica Tiliacos, Chair

July 24, 2008

RE: Recommendation for "Code Block" amendments to the Sammamish Municipal Code

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the "Code Block" amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and an extended public hearing process. These amendments address lots split by zoning designations, SEPA exemption thresholds, and drainage requirements in the Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and Landslide Hazard areas.

Lot Split by Zone Boundaries

The Planning Commission recommends that the City Council **adopt** the proposed amendment to the code regarding lots split by zoning boundaries.

Drainage Requirements for the EHNSWB overlay and the Landslide Hazard area

1. The Planning Commission recommends that the City Council **adopt** the proposed amendment related to the one-time exemption for 200 square foot additions to single family homes that existed prior to January 1, 2006.
2. The Planning Commission recommends that the City Council **defer action** on the proposed amendments that allow alternatives to infiltration or a tight-line system until the City has:
   - Resolved the litigation and implemented the NPDES permitting requirements.
   - Adopted an updated Storm Water Drainage Manual
   - Updated the Sub- Basin Plans for all of the sub-basins affected by these regulations

SEPA Exemption Thresholds:

The Planning Commission recommends that the City Council **defer action** on the proposed amendments regarding SEPA review thresholds. The Commission also notes that:

1. Raising SEPA exemption thresholds may be an appropriate incentive for Low Impact Development
2. Sufficient public notice and appeal processes must apply for any projects not subject to SEPA review
3. The Planning Commission requests additional SEPA training by the Department of Ecology

Thank you for your consideration of our recommendations. We look forward to the Council's process to take action later this year. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kgurol@ci.sammamish.wa.us.

Exhibit 3

Memorandum

Date:	June 19, 2008
To:	City of Sammamish Planning Commission
From:	Kamuron Gurol, Community Development Director
Re:	EHNSWB overlay and Landslide Hazard Area Code Amendments: Case Studies

Case Study 1 (A & B):
Proposed: Applicant has a 7,906 square foot lot and is proposing a new house with a total impervious surface area of 2,495 square feet (1,574 square foot house / patio / garage). The applicant is located adjacent to landslide hazard areas, and is within the EHNSWB overlay and drains to the no-disturbance area.
Required: Tight line drainage to a point beyond the erosion / landslide hazard area by connecting into an existing drainage system. Tight line will require approximately 400 feet of new pipe, plus the upgrade of approximately 1,200 feet of existing pipe.

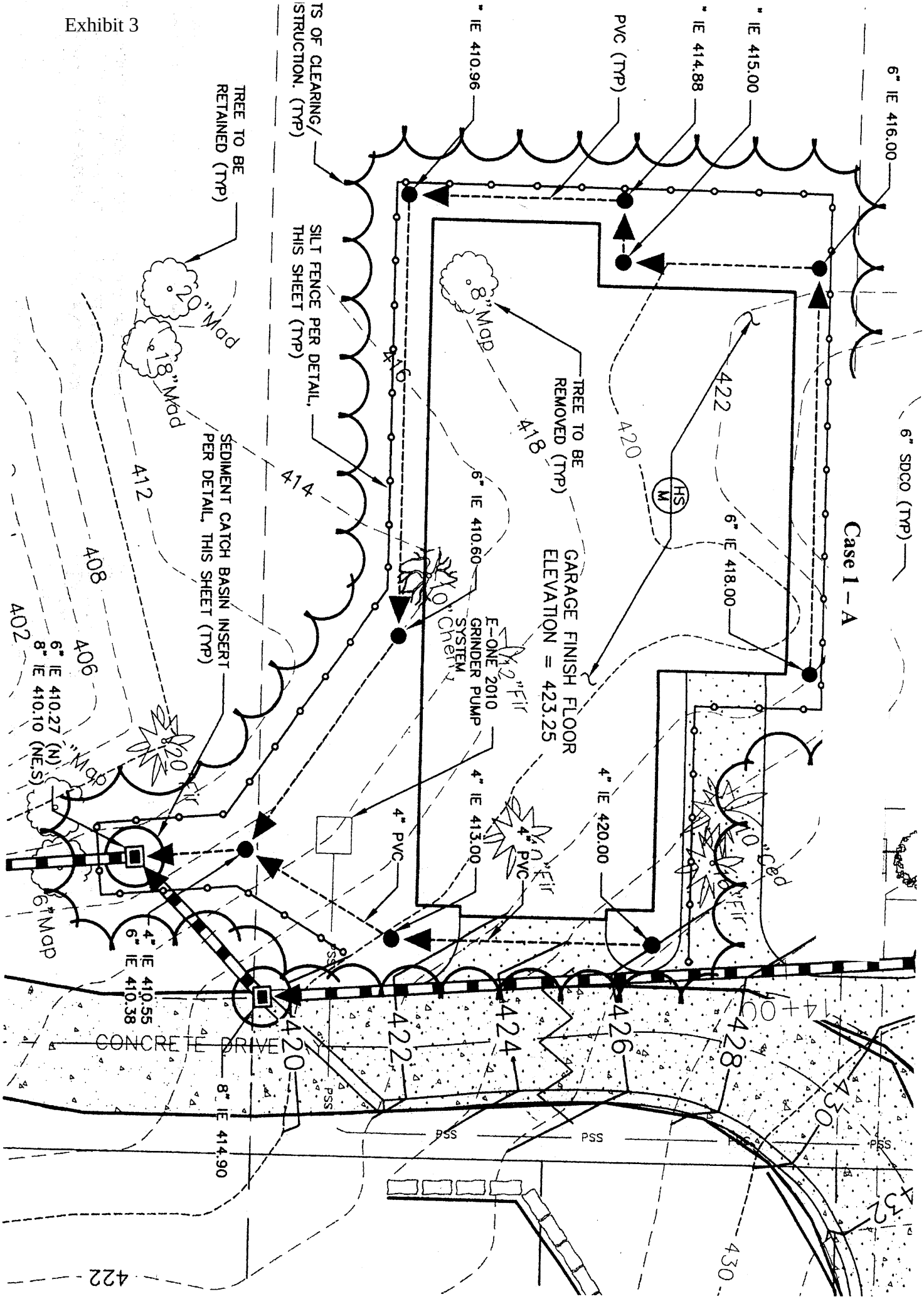
Case Study 2:
Proposed: Applicant has a 35,299 square foot lot and is proposing a new addition with an area of 1,175 square feet. The applicant is located adjacent to landslide hazard areas, and is within the EHNSWB overlay and drains to the no-disturbance area.
Required: Applicant eliminated 1,200 square feet of existing driveway and existing site improvements (walkway, driveway) to create no net increase in impervious surface with the proposed addition.

Case Study 3:
Proposed: Applicant has a 34,768 square foot lot and is proposing a new addition with an area of 156 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area.
Required: Applicant created 162 square feet of pervious driveway to create no net increase in impervious surface with the proposed addition.

Case Study 4:
Proposed: Applicant has a 23,100 square foot lot and is proposing a new addition with an area of 1,460 square feet to an existing house with a footprint of 2,172 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area. A large portion of the remaining lot is constrained by a septic drain field and associated reserve area.
Required: The applicant has not identified a solution at this time; 100% onsite infiltration or a tightline to an approved discharge location appear to be the available options.

Case Study 5:
Proposed: Applicant has a 12,500 square foot lot and is proposing a new addition with an area of 290 square feet to an existing house with a footprint of 3,150 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area. Existing house drainage connects to a storm system; however connection for the addition was not an option in this case.
Required: The applicant provided drainage engineering information documenting that the existing house drainage was discharged from the storm system directly into Lake Sammamish. The applicant proposed new infiltration trenches to allow for infiltration of onsite drainage.

Exhibit 3


Case 1 – A
6" SDCO (TYP)
6" IE 416.00
6" IE 415.00
6" IE 414.88
PVC (TYP)
6" IE 410.96
TS OF CLEARING/
ISTRUCTION. (TYP)
TREE TO BE
RETAINED (TYP)
SILT FENCE PER DETAIL,
THIS SHEET (TYP)
TREE TO BE
REMOVED (TYP)
6" IE 418.00
GARAGE FINISH FLOOR
ELEVATION = 423.25
6" IE 410.60
E-ONE 2010
GRINDER PUMP
SYSTEM
4" IE 420.00
4" IE 413.00
4" PVC
SEDIMENT CATCH BASIN INSERT
PER DETAIL, THIS SHEET (TYP)
6" IE 410.27 (N)
8" IE 410.10 (NE,S)
4" IE 410.55
6" IE 410.38
8" IE 414.90
CONCRETE DRIVE
PSS
422
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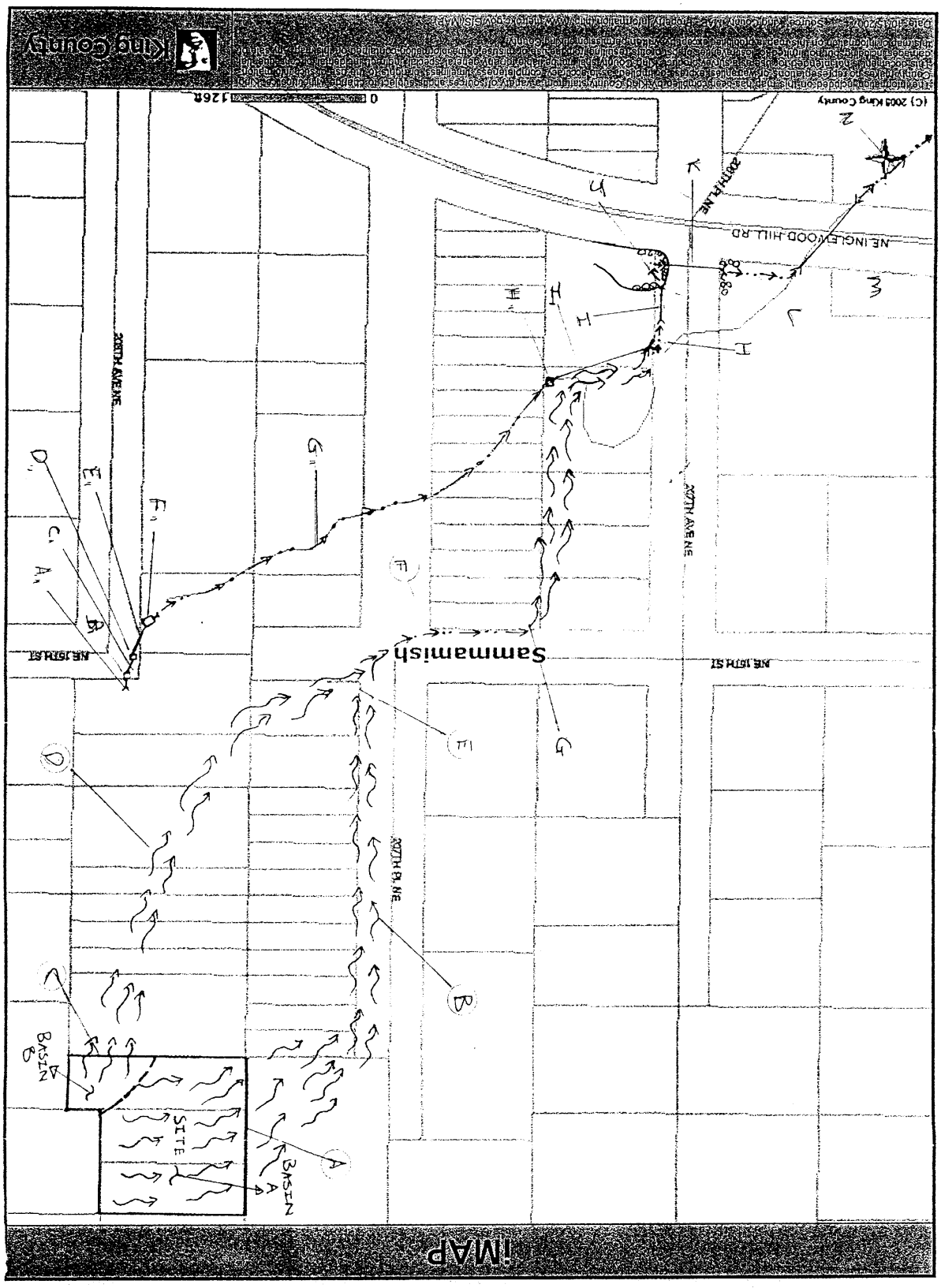
14+00

Exhibit 3



Case 1 – B

FIGURE 4	JOB NO. 0530	BARSKI SD DOWN STREAM FLOW MAP	American Engineering Corporation — Engineers • Planners • Surveyors, 4032 148th Ave N.E. Redmond, WA 98052, PHONE (425) 881-7430 Fax (425) 881-7731	Date / Scale: AS SHOWN / Drawn: NB / Designed: CG / Checked: EG	No. / Revisions / Date

Case 2

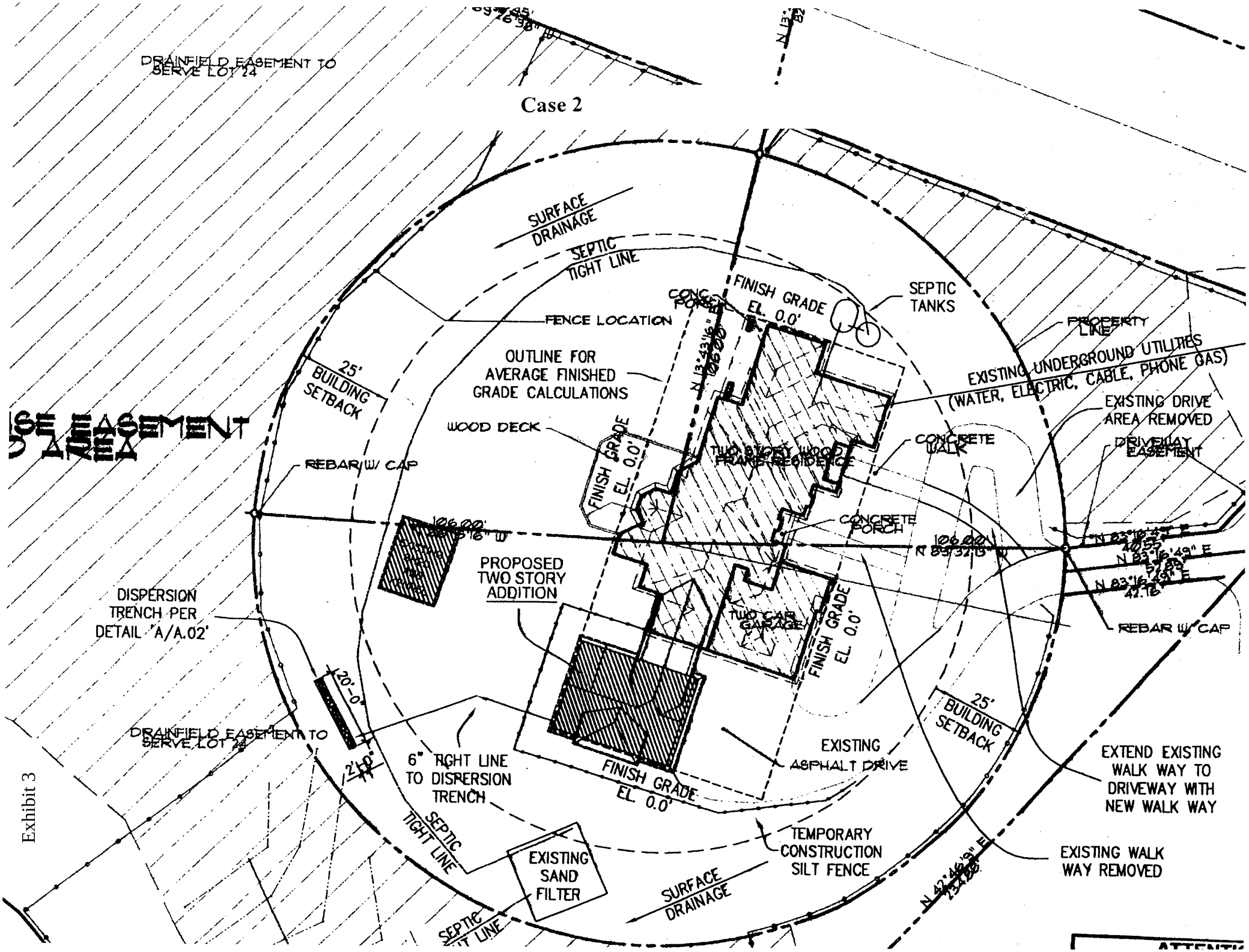


Exhibit 3

ATTENTION

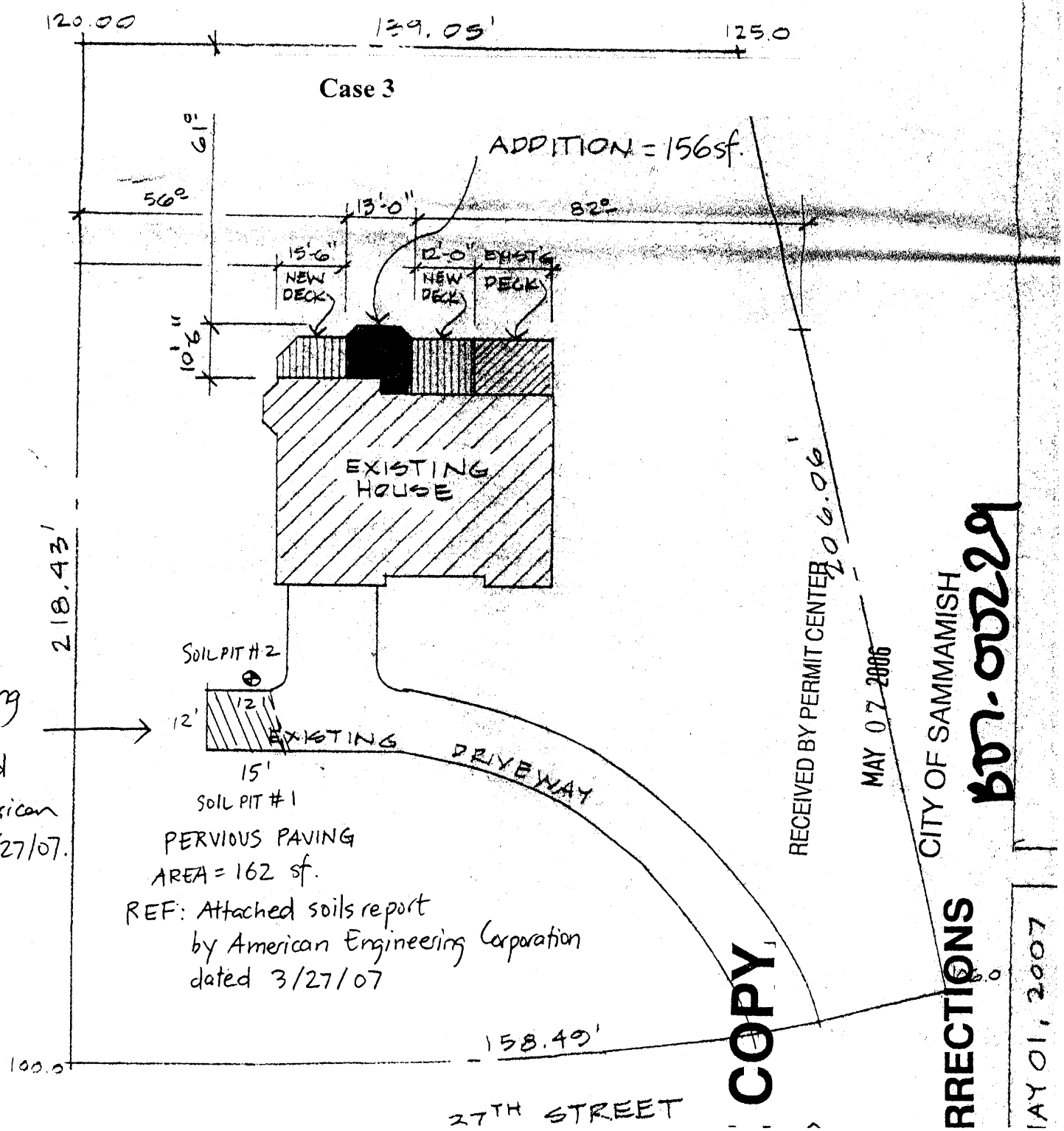
MAXIMUM IMPERVIOUS SURFACE ALLOWED 19,122 SQ. FT.

MAXIMUM BUILDING HEIGHT ALLOWED 35ft

Per ☑ SMC 21A.25
☐ SMC 25.10

CITY OF SAMMAMISH

Case 3



Convert 162 sf of existing impervious parking area to a pervious parking area as stated in soils report prepared by American Engineering Corporation dated 3/27/07.

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MAY 07 2006
CITY OF SAMMAMISH

BR-0229

COPY

CORRECTIONS

MAY 01, 2007

Exhibit 3

6. Construction hours are 7:00 AM to 8:00 PM on weekdays and 9:00 AM to 6:00 PM on Saturdays & Holidays. Work is not allowed on Sundays.
7. No materials or equipment shall be placed or str
8. No work is allowed within the public right-of-way
9. All projects are required to submit requests for v
accompany requests if necessary.
10. Refer to the requirements of the Drainage Assessment report regarding the routing and handling of runoff from newly created impervious areas

Case 4

advance of starting work within the right-
location) in writing. Detailed drawing sh

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MAR 13 2008
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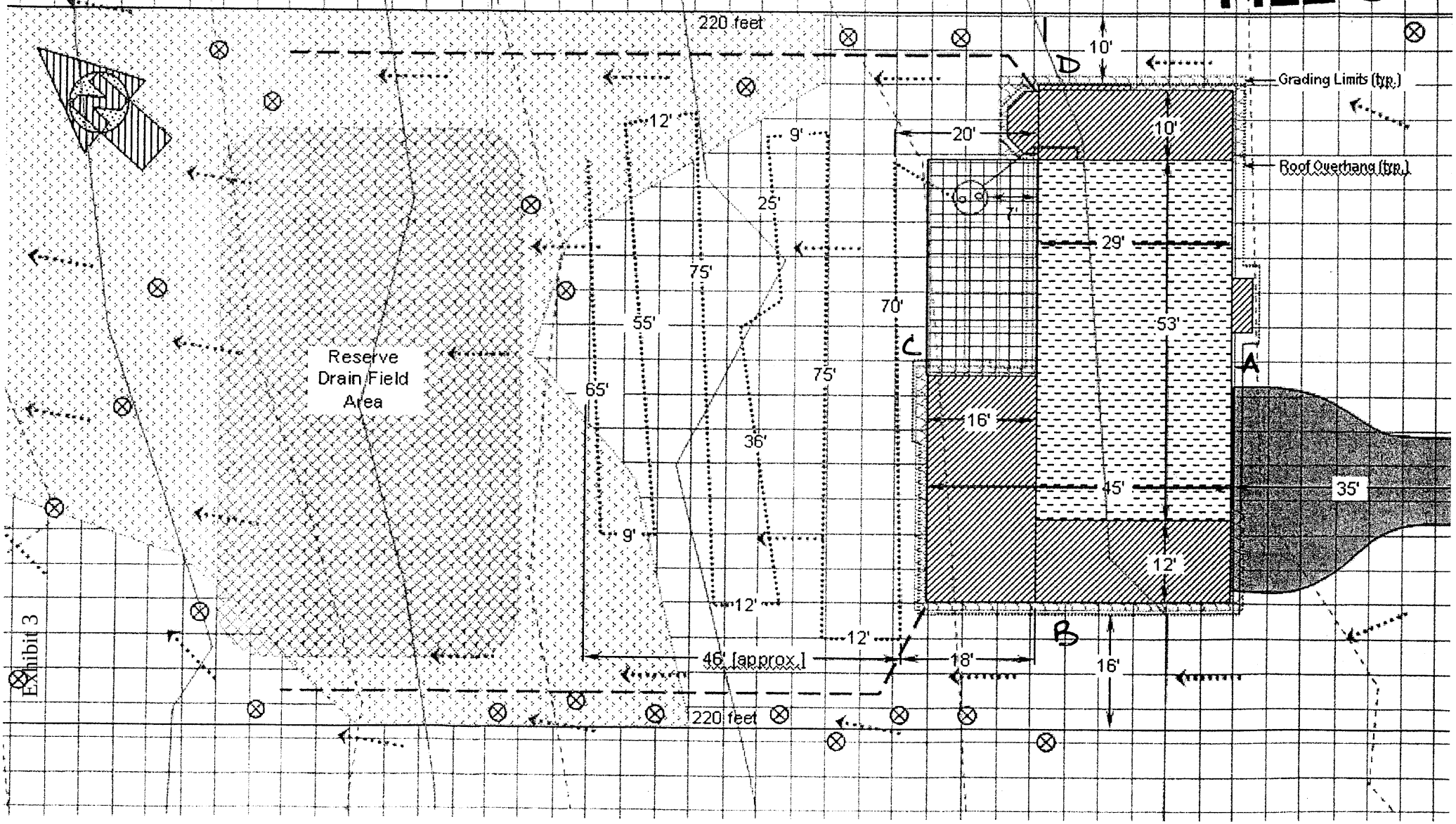

Exhibit 3

5660

Case 5

~~Per~~ SMC 21A.25
SMC 25.10
CITY OF SAMMAMISH

ATTENTION
MUM BUILDING SETBACKS
EET 10'
ERIOR 7'
UREMENT ALONG CENTER LINE
DRIVEWAY TO FACE GARAGE
RT. OR OTHER FENCED PARKING
EA 20'
NING R-4
CITY OF SAMMAMISH
FER TO SMC 21A.25 FOR ALLOWABLE
CTIONS INTO THESE REQUIRED SETBACKS

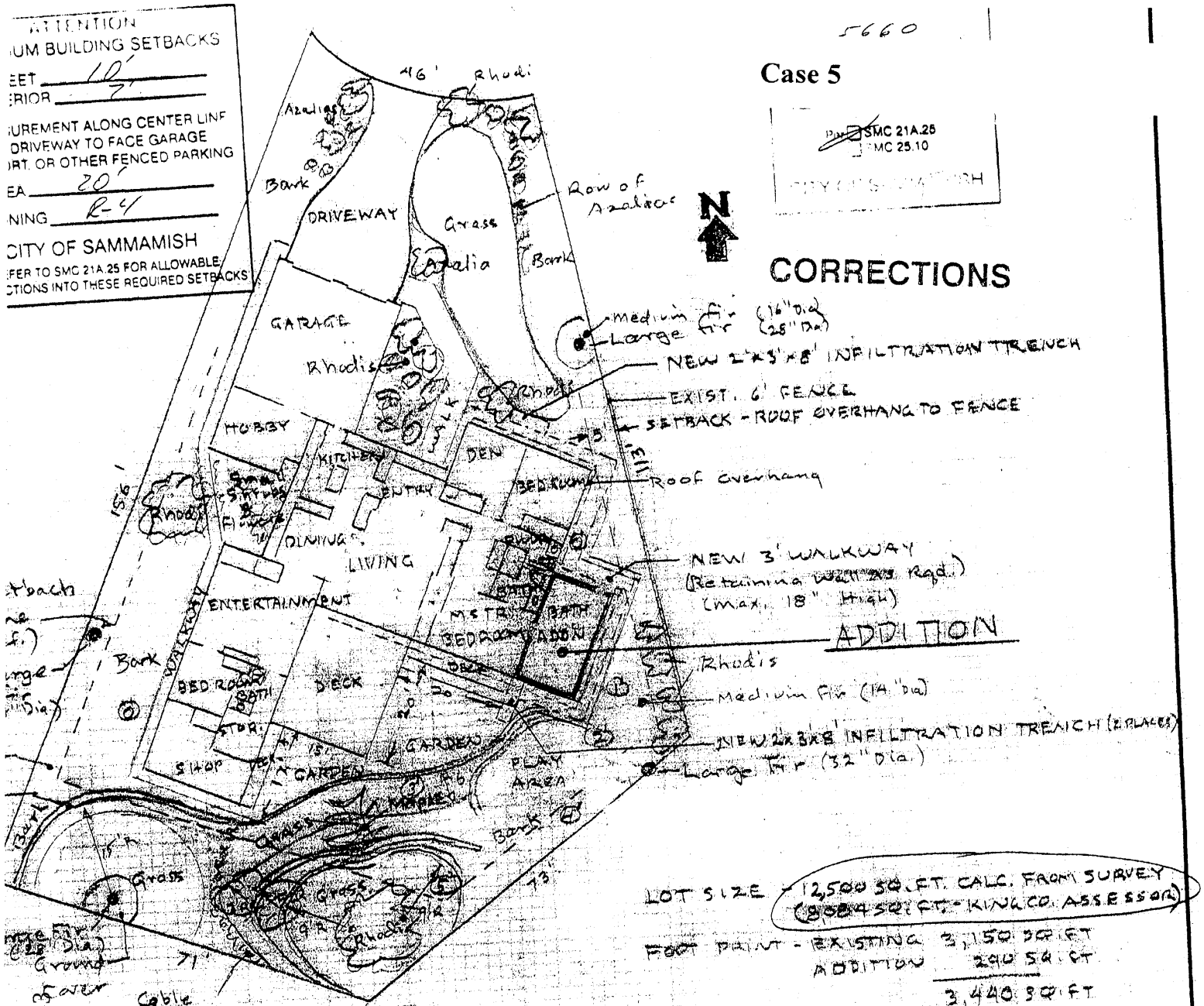

Exhibit 3

Exhibit 3

Memorandum

Date:	July 10, 2008
To:	City of Sammamish Planning Commission
From:	Kamuron Gurol, Community Development Director
Re:	Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and Landslide Hazard Area Code Amendments – Response to Public Comments

On June 19th, 2008, the Planning Commission opened the public hearing for the proposed code amendments related to the Erosion Hazard near Sensitive Water Body overlay and the Landslide Hazard area. Several people spoke at the public hearing, identifying different concerns, and two sets of written public comments were received. A brief summary of the testimony (related to the code amendments in question) and City response is provided below:

Public Concern: Save Lake Sammamish (Joanna Buehler) and the Friends of Pine Lake (Ilene Stahl) expressed concerns that the proposed code amendments would "gut the provisions of SO190 Erosion Hazards Near Sensitive Water Bodies". The concerns were based upon the history surrounding the original regulations governing the EHNSWB overlay, which Save Lake Sammamish and the Friends of Pine Lake were instrumental in adopting and maintaining through the recent critical areas code update. The comments also express a concern that the regulations would be subject to the King County Surface Water Design Manual that were in effect in 1997 (and deficient in protecting water quality in Lake Sammamish, thereby necessitating the adoption of the EHNSWB overlay).
The original regulations were adopted to ensure that phosphorus contained within soils eroding from the edges of the plateau did not create water quality issues (phytoplankton blooms) within Lake Sammamish. When the City incorporated in August of 1999, the EHNSWB overlay regulations were adopted directly from the County code into the City's code. A copy of the subsection in question, as it existed prior to the recent 2005 critical areas update is attached to this memo together with a copy of the changes included in the 2005 critical areas update (highlighting indicates the changes). With some minor amendments for formatting / clarity, the regulations were unchanged in the recent critical areas update, except for the section currently under discussion (section 2c in SMC 21A.85, section 3c in SMC 21A.50).

Staff Response: The proposed code amendments do not amend the original regulations governing development in the Erosion Hazard Near Sensitive Water Body overlay. The original regulations were kept intact with the recent update to the critical areas code and in some cases tightened further. The proposed code amendments address a section of code that was added to the original EHNSWB overlay as part of the Council's recent critical areas update.
The original code, which the City is not proposing to amend, does require compliance with the adopted King County Surface Water Design Manual; the manual has been amended since 1997.
In particular, the proposed code amendments allow City staff to exercise discretion in identifying the best available science on an individual property to limit the risk of erosion or landslides. The current code language artificially limits the options for drainage control on a property to either: a) 100% infiltration or, b) a tightline. These two options are the only ones available, even when the best available science, generated after a review by a geotechnical engineer in concert with a civil engineer evaluating a specific property, and peer reviewed by the City staff, does not support either option "a)" or "b)".

Exhibit 3

Erosion Hazard Near Sensitive Water Body regulations – prior to 2005 Critical Areas Code update

21A.85.060 Special district overlay – Erosion hazards near sensitive water bodies.

…

(c) New development proposals for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes the ability to meet minimum density requirements in Chapter 21A.25 SMC. When minimum density cannot be met, runoff shall be retained on-site as follows:

(i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);

(ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site;

(iii) When infiltration of downspouts is not feasible, downspout dispersion trenches shall be required when minimum flow paths defined in the KCSWDM can be met on-site or into adjacent open space; and

(iv) When dispersion of downspouts is not feasible, downspouts shall be connected to the drainage system via perforated pipe.

….

Erosion Hazard Near Sensitive Water Body regulations – post 2005 Critical Areas Code update

21A.50.225 Special district overlay – Erosion hazards near sensitive water bodies.

…

(c) New development proposals for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes a proposed subdivision or short subdivision from achieving 75 percent of the maximum net density as identified in Chapter 21A.25 SMC. When 75 percent of the maximum net density cannot be met, the applicant shall retain runoff on-site and a perforated tightline (Figure C.2.I, Appendix C, of the 1998 KCSWDM, as amended) shall be used to connect each lot to the central drainage system. The following drainage systems shall be evaluated, using the following sequential measures, which appear in order of preference:

(i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);

(ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site. All flows not going to an individual infiltration system shall be detained on-site using the most restrictive flow control standard; and

(iii) When infiltration of downspouts is not feasible, the applicant shall design a drainage system that will detain flows on-site using the applicable flow control standard and shall install an outlet from the drainage system designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; provided, that in no case shall development proposals generating more than 2,000 square feet of impervious surface create point discharges in or upstream of the no-disturbance or landslide hazard areas.

EHNSWB and Landslide Hazard Area

CITY COUNCIL AGENDA BILL

Subject: First Reading and Public Hearing "Code Block" Amendments: SEPA exemption thresholds.

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Community Development

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required: First Reading and Public Hearing
No action required.

Exhibits:

1. Ordinance and Attached Code Revisions
2. Memorandum to the City Council from Erica Tiliacos, Planning Commission Chair.
3. Supplemental information

Budgeted Amount: N/A

A number of "code block" amendments are proposed, sections of code that can be particularly challenging for applicants. Revisions in these code requirements would provide relief for applicants while maintaining environmental protections:

The SEPA threshold amendments would increase the exemption levels as allowed under state law, WAC 197-11-800(1)-Minor new construction-flexible thresholds. Environmental protections are provided by review under the city's development regulations. All projects would continue to be required to comply with applicable codes and standards.

Financial Impact: N/A

Recommended Motion: No Action required. First reading and Public Hearing.

Exhibit 1

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2008 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTION 20.15 OF THE SAMMAMISH MUNITICPAL CODE (STATE ENVIRONMENTAL POLICY ACT PROCEDURES) TO REVISE SEPA FLEXIBLE EXEMPTION THRESHOLD LEVELS FOR MINOR NEW CONSTRUCTION

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted appropriate zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003, and therein the minimum SEPA exemption thresholds for flexible thresholds set forth in WAC 197-11-800 (1); and

WHEREAS, since the comprehensive plan, zoning and municipal code were adopted, the city has also enacted additional and updated environmental standards and regulations, including tree retention requirements, traffic concurrency requirements, street, parks, and school impact fees and a critical areas ordinance updated in accordance with Best Available Science; and

WHEREAS, development applications are reviewed for compliance with these environmental regulations, and also for compliance with the Sammamish Municipal Code, including Title 21A (Development Code), Title 25 (Shoreline Management), Title 19 (Subdivisions), the City's adopted drainage manual, and applicable public works and other standards; and

WHEREAS, in accordance with WAC 197-11-800(1)(a) the categorical exemptions contained in WAC 197-11-800(1)(b) or (c) shall not apply when a rezone or any license governing emissions to the air or discharges to the water is required, and shall not apply when undertaken wholly or partly on lands covered by water; and

WHEREAS, increases in SEPA exemption threshold levels as set forth in Attachment "A" are supported by local conditions, since compliance with adopted and updated regulations and standards will provide adequate mitigation for the environmental impacts of projects up to the maximum exemptions allowed by WAC 197-11-800(1)(c) as set forth in Attachment "A"; and

WHEREAS, increasing the SEPA exempt threshold levels in accordance with WAC 197-11-800 (1) allowances will increase certainty for applicants and decrease permit processing requirements while maintaining environmental standards; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed municipal code amendments was sent to the State of Washington Department of Community, Trade and Economic Development on July 21, 2008 to allow for a 60 day review and comment period; and

WHEREAS, the adoption of agency SEPA procedures is exempt from SEPA review under WAC 197-11-800(19); and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities; and included presentation to the Sammamish Planning Commission on June 5, 2008; and

WHEREAS, the Planning Commission considered the proposed amendments at a Planning Commission public hearing conducted on June 19, 2008 and continued on July 10, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearing and forwarded their recommendation to the City Council; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information; and

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA and that adequate public notice for appropriate projects will continue to be provided.

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____DAY OF _____ 2008.

Exhibit 1

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 10, 2008
Public Hearing:	December 16, 2008
First Reading:	December 16, 2008
Public Hearing:	
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Attachment A

Chapter 20.15

STATE ENVIRONMENTAL POLICY ACT PROCEDURES

Sections:

20.15.010 Definitions and abbreviations.

20.15.020 Lead agency.

20.15.030 Purpose and general requirements.

20.15.040 Categorical exemptions and threshold determinations.

20.15.050 Planned actions.

20.15.060 Environmental impact statements and other environmental documents.

20.15.070 Comments and public notice.

20.15.080 Use of existing environmental documents.

20.15.090 Substantive authority.

20.15.100 SEPA/GMA integration.

20.15.110 Ongoing actions.

20.15.120 Responsibility as consulted agency.

20.15.130 Appeals.

20.15.140 Department procedural rules.

20.15.010 Definitions and abbreviations.

(1) The City of Sammamish adopts by reference the definitions contained in WAC 197-11-700 through 197-11-799. In addition, the following definitions are adopted for this chapter:

(a) "City council" means the Sammamish City council.

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(b) "Department" means the City of Sammamish department of community development.

(c) "Director" means the director of the department of community development.

(2) The following abbreviations are used in this chapter:

(a) SEPA – State Environmental Policy Act.

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(b) DNS – Determination of nonsignificance.

(c) DS – Determination of significance.

(d) EIS – Environmental impact statement. (Ord. O2003-132 § 9)

20.15.020 Lead agency.

The procedures and standards regarding lead agency responsibility contained in WAC 197-11-050 and 197-11-922 through 197-11-948 are adopted, subject to the following:

(1) The department shall serve as the lead agency and the director shall serve as the responsible official for all SEPA activity by the City of Sammamish. (Ord. O2003-132 § 9)

20.15.030 Purpose and general requirements.

The procedures and standards regarding the timing and content of environmental review specified in WAC 197-11-055 through 197-11-100 are adopted subject to the following:

(1) Pursuant to WAC 197-11-055(4), the department shall adopt rules and regulations pursuant to Chapter 2.55 SMC establishing a process for environmental review at the conceptual stage of permit applications that require detailed project plans and specifications (i.e., building permits and PUDs). This process shall not become effective until it has been reviewed by the council.

(2) The optional provision of WAC 197-11-060(3)(c) is adopted.

(3) Under WAC 197-11-100, the applicant shall prepare the initial environmental checklist, unless the lead agency specifically elects to prepare the checklist. The lead agency shall make a reasonable effort to verify the information in the environmental checklist and shall have the authority to determine the final content of the environmental checklist.

(4) The director may set reasonable deadlines for the submittal of information, studies, or documents necessary for, or subsequent to, threshold determinations. Failure to meet such deadlines shall cause the application to be deemed withdrawn, and plans or other data previously submitted for review may be returned to the applicant together with any unexpended portion of the application review fees. (Ord. O2003-132 § 9)

20.15.040 Categorical exemptions and threshold determinations.

(1) The City of Sammamish adopts the standards and procedures specified in WAC 197-11-300 through 197-11-390 and 197-11-800 through 197-11-890 for determining categorical exemptions and making threshold determinations subject to the following:

(a) The following exempt threshold levels are hereby established pursuant to WAC 197-11-800(1)(c) for the exemptions in WAC 197-11-800(1)(b):

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(i) The construction or location of any residential structures of up to ~~four~~ twenty dwelling units;

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(ii) The construction of an office, school, commercial, recreational, service, or storage building with up to ~~4,000~~12,000 square feet of gross floor area, and with associated parking facilities designed for up to ~~20~~40 automobiles;

(iii) The construction of a parking lot designed for up to ~~20~~ 40 automobiles;

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(iv) Any fill or excavation of up to ~~100~~500 cubic yards throughout the total lifetime of the fill or excavation.~~; provided, however, that if the proposed action is to remove from or replace fill in a sensitive area to correct a violation, the threshold shall be 500 cubic yards~~.

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(b) The determination of whether a proposal is categorically exempt shall be made by the department.

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(2) The mitigated DNS provision of WAC 197-11-350 shall be enforced as follows:

(a) If the department issues a mitigated DNS, conditions requiring compliance with the mitigation measures that were specified in the application and environmental checklist shall be deemed conditions of any decision or recommendation of approval of the action.

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(b) If at any time the proposed mitigation measures are withdrawn or substantially changed, the responsible official shall review the threshold determination and, if necessary, may withdraw the mitigated DNS and issue a DS. (Ord. O2003-132 § 9)

20.15.050 Planned actions.

The procedures and standards of WAC 197-11-164 through 197-11-172 are adopted regarding the designation of planned actions. (Ord. O2003-132 § 9)

20.15.060 Environmental impact statements and other environmental documents.

The procedures and standards for preparation of environmental impact statements and other environmental documents pursuant to WAC 197-11-400 through 197-11-460 and 197-11-600 through 197-11-640 are adopted, subject to the following:

(1) Pursuant to WAC 197-11-408(2)(a), all comments on determinations of significance and scoping notices shall be in writing, except where a public meeting on EIS scoping occurs pursuant to WAC 197-11-410(1)(b).

(2) Pursuant to WAC 197-11-420, 197-11-620, and 197-11-625, the department shall be responsible for preparation and content of EISs and other environmental documents. The department shall contract with consultants as necessary for the preparation of environmental documents. The department may

consider the opinion of the applicant regarding the qualifications of the consultant but the department shall retain sole authority for selecting persons or firms to author, co-author, provide special services, or otherwise participate in the preparation of required environmental documents.

(3) Consultants or subconsultants selected by the City to prepare environmental documents for a private development proposal shall not: act as agents for the applicant in preparation or acquisition of associated underlying permits; have a financial interest in the proposal for which the environmental document is being prepared; perform any work or provide any services for the applicant in connection with or related to the proposal.

(4) The department may~~shall~~ establish and maintain one or more lists of qualified consultants who are eligible to receive contracts for preparation of environmental documents. Separate lists may be maintained to reflect specialized qualifications or expertise. When the department requires consultant services to prepare environmental documents, the department shall select a consultant from the lists and negotiate a contract for such services. Pursuant to Chapter 2.55 SMC, the department shall promulgate administrative rules that establish processes to: create and maintain a qualified consultant list; select consultants from the list; remove consultants from the list; provide a method by which applicants may request a reconsideration of selected consultants based upon costs, qualifications, or timely production of the environmental document; and waive the consultant selection requirements of this chapter.

(5) All costs of preparing the environmental document shall be borne by the applicant. Pursuant to Chapter 2.55 SMC, the department may~~shall~~ promulgate administrative rules that establish a deposit mechanism ~~trust fund~~ for consultant payment purposes, define consultant payment schedules, prescribe procedures for treating interest from deposited funds, and develop other procedures necessary to implement this chapter.

(6) In the event an applicant decides to suspend or abandon the project, the applicant must provide formal written notice to the department and consultant. The applicant shall continue to be responsible for all monies expended by the division or consultants to the point of receipt of notification to suspend or abandon, or other obligations or penalties under the terms of any contract let for preparation of the environmental documents.

(7) The department shall only publish an environmental impact statement (EIS) when it believes that the EIS adequately discloses: the significant direct, indirect, and cumulative adverse impacts of the proposal and its alternatives; mitigation measures proposed and committed to by the applicant, and their effectiveness in significantly mitigating impacts; mitigation measures that could be implemented or required; and unavoidable significant adverse impacts. Unless otherwise agreed to by the applicant, a final environmental impact statement shall be issued by the department within 270 days following the issuance of a DS for the proposal, except for public projects and nonproject actions, unless the department determines at the time of issuance of the DS that a longer time period will be required because of the extraordinary size of the proposal or the scope of the environmental impacts resulting therefrom; provided, that the additional time shall not exceed 90 days unless agreed to by the applicant.

(8) The following periods shall be excluded from the 270-day time period for issuing a final environmental impact statement:

(a) Any time period during which the applicant has failed to pay required environmental review fees to the department;

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(b) Any period of time during which the applicant has been requested to provide additional information required for preparation of the environmental impact statement; and

(c) Any period of time during which the applicant has not authorized the department to proceed with preparation of the environmental impact statement. (Ord. O2003-132 § 9)

20.15.070 Comments and public notice.

(1) The procedures and standards of WAC 197-11-500 through 197-11-570 are adopted regarding public notice and comments.

(2) For purposes of WAC 197-11-510, public notice shall be required as provided in this title. Publication of notice in a newspaper of general circulation in the area where the proposal is located also shall be required for all nonproject actions and for all other proposals that are subject to the provisions of this chapter but are not classified as land use permit decisions in this title.

(3) The responsible official may require further notice if deemed necessary to provide adequate public notice of a pending action. Failure to require further or alternative notice shall not be a violation of any notice procedure. (Ord. O2003-132 § 9)

20.15.080 Use of existing environmental documents.

The procedures and standards of WAC 197-11-600 through 197-11-640 are adopted regarding use of existing environmental documents. (Ord. O2003-132 § 9)

20.15.090 Substantive authority.

(1) The procedures and standards of WAC 197-11-650 through 197-11-660 regarding substantive authority and mitigation, and WAC 197-11-158, regarding reliance on existing plans, laws and regulations, are adopted.

(2) For the purposes of RCW 43.21C.060 and WAC 197-11-660(a), the following policies, plans, rules and regulations, and all amendments thereto, are designated as potential bases for the exercise of the City of Sammamish's substantive authority under SEPA, subject to the provisions of RCW 43.21C.240 and subsection (3) of this section:

(a) The policies of the State Environmental Policy Act, RCW 43.21C.020.

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(b) The City's comprehensive plan, and surface water management program basin plans, as specified in Chapters 24.15 and 24.20 SMC.

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(c) The Sammamish development code, as adopted in SMC Title 21A.

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(d) The City's shoreline management master plan, as adopted in SMC Title 25.

(e) The King County surface water runoff policy, as adopted by reference in Chapter 9.04 KCC as adopted by Chapter 15.05 SMC.

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(f) The City's public works standards and transportation regulations, as adopted in SMC Title 14.

(g) The City's noise ordinance, Chapter 8.15 SMC.

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(3) Substantive SEPA authority to condition or deny new development proposals or other actions shall be used only in cases where specific adverse environmental impacts are not addressed by regulations as set forth below, or unusual circumstances exist. In cases where the City has adopted the following regulations to systematically avoid or mitigate adverse impacts (Chapter 21A.25 SMC, Development Standards – Density and Dimensions; Chapter 21A.30 SMC, Development Standards – Design Requirements; Chapter 21A.35 SMC, Development Standards – Landscaping and Irrigation; Chapter 21A.40 SMC, Development Standards – Parking and Circulation; Chapter 21A.45 SMC, Development Standards – Signs; Chapter 21A.50 SMC, Environmentally Sensitive Areas; Chapter 21A.55 SMC, Development Standards – Communication Facilities; Chapter 21A.60 SMC, Development Standards – Adequacy of Public Facilities and Services), those standards and regulations will normally constitute adequate mitigation of the impacts of new development. Unusual circumstances related to a site or to a proposal, as well as environmental impacts not mitigated by the foregoing regulations, will be subject to site-specific or project-specific SEPA mitigation.

(4) Any decision to approve, deny, or approve with conditions pursuant to RCW 43.21C.060 shall be contained in the responsible official's decision document. The written decision shall contain facts and conclusions based on the proposal's specific adverse environmental impacts (or lack thereof) as identified in an environmental checklist, EIS, threshold determination, other environmental document including a department's staff report and recommendation to a decision maker, or findings made pursuant to a public hearing authorized or required by law or ordinance. The decision document shall state the specific plan, policy or regulation that supports the SEPA decision and, if mitigation beyond existing development regulations is required, the specific adverse environmental impacts and the reasons why additional mitigation is needed to comply with SEPA.

(5) This chapter shall not be construed as a limitation on the authority of the City to approve, deny, or condition a proposal for reasons based upon other statutes, ordinances, or regulations. (Ord. O2003-132 § 9)

20.15.100 SEPA/GMA integration.

The procedures and standards regarding the timing and content of environmental review specified in WAC 197-11-210 through WAC 197-11-235 are hereby adopted. (Ord. O2003-132 § 9)

20.15.110 Ongoing actions.

Unless otherwise provided herein, the provisions of Chapter 197-11 WAC shall be applicable to all elements of SEPA compliance, including the modification or supplementation of an EIS, initiated after the effective date of the ordinance. (Ord. O2003-132 § 9)

20.15.120 Responsibility as consulted agency.

All requests from other agencies that the City of Sammamish consult on threshold investigations, the scope process, EISs, or other environmental documents shall be submitted to the department. The department shall be responsible for coordination with other affected City officials and for compiling and transmitting the City's response to such requests for consultation. (Ord. O2003-132 § 9)

20.15.130 Appeals.

(1) Appeals of threshold determinations or the adequacy of a final EIS are procedural SEPA appeals that are conducted by the hearing examiner pursuant to the provisions of SMC 20.10.070, subject to the following:

(a) Only one appeal of each threshold determination shall be allowed on a proposal.

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(b) As provided in RCW 43.21C.075(3)(d), the decision of the responsible official shall be entitled to substantial weight.

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(c) An appeal of a DS must be filed within 14 calendar days following issuance of the DS.

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(d) An appeal of a DNS for actions classified as land use permit decisions in SMC 20.05.020 must be filed within 21 calendar days following notice of the decision as provided in SMC 20.05.090. For actions not classified as land use permit decisions in SMC 20.05.020, no administrative appeal of a DNS is permitted.

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(e) Administrative appeals of the adequacy of a final EIS are permitted for actions classified as Type 2, 3 or 4 land use permit decisions in SMC 20.05.020, except Type 1 decisions for which the department has issued a threshold determination. Such appeals must be filed within 21 calendar days following notice of the decision or recommendation as provided in SMC 20.05.090.

(f) The hearing examiner shall make a final decision on all procedural SEPA determinations. The hearing examiner's decision may be appealed to superior court as provided in SMC 20.10.250(1).

(2) The hearing examiner's consideration of procedural SEPA appeals shall be consolidated in all cases with substantive SEPA appeals, if any, involving decisions to condition or deny an application pursuant to RCW 43.21C.060 and with the public hearing or appeal, if any, on the proposal, except for appeals of a DS.

(3) Administrative appeals of decisions to condition or deny applications pursuant to RCW 43.21C.060 shall be consolidated in all cases with administrative appeals, if any, on the merits of a proposal.

(4) Notwithstanding the provisions of subsections (1) through (3) of this section, the department may adopt procedures under which an administrative appeal shall not be provided if the director finds that consideration of an appeal would be likely to cause the department to violate a compliance, enforcement, or other specific mandatory order or specific legal obligation. The director's determination shall be included in the notice of the SEPA determination, and the director shall provide a written summary upon which the determination is based within five days of receiving a written request. Because there would be no administrative appeal in such situations, review may be sought before a court of competent jurisdiction under RCW 43.21C.075 and applicable regulations, in connection with an appeal of the underlying governmental action. (Ord. O2003-132 § 9)

20.15.140 Department procedural rules.

(1) The department may prepare rules and regulations pursuant to Chapter 2.55 SMC for the implementation of SEPA, Chapter 197-11 WAC, and this chapter.

(2) The rules and regulations prepared by the department shall not become effective until approved by council motion. (Ord. O2003-132 § 9)

Exhibit 2

City of Sammamish Washington

Planning Commission

801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.wa.us

To: City Council

From: Erica Tiliacos, Chair

July 24, 2008

RE: Recommendation for "Code Block" amendments to the Sammamish Municipal Code

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the "Code Block" amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and an extended public hearing process. These amendments address lots split by zoning designations, SEPA exemption thresholds, and drainage requirements in the Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and Landslide Hazard areas.

Lot Split by Zone Boundaries

The Planning Commission recommends that the City Council **adopt** the proposed amendment to the code regarding lots split by zoning boundaries.

Drainage Requirements for the EHNSWB overlay and the Landslide Hazard area

1. The Planning Commission recommends that the City Council **adopt** the proposed amendment related to the one-time exemption for 200 square foot additions to single family homes that existed prior to January 1, 2006.
2. The Planning Commission recommends that the City Council **defer action** on the proposed amendments that allow alternatives to infiltration or a tight-line system until the City has:
   - Resolved the litigation and implemented the NPDES permitting requirements.
   - Adopted an updated Storm Water Drainage Manual
   - Updated the Sub- Basin Plans for all of the sub-basins affected by these regulations

SEPA Exemption Thresholds:

The Planning Commission recommends that the City Council **defer action** on the proposed amendments regarding SEPA review thresholds. The Commission also notes that:

1. Raising SEPA exemption thresholds may be an appropriate incentive for Low Impact Development
2. Sufficient public notice and appeal processes must apply for any projects not subject to SEPA review
3. The Planning Commission requests additional SEPA training by the Department of Ecology

Thank you for your consideration of our recommendations. We look forward to the Council's process to take action later this year. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kgurol@ci.sammamish.wa.us.

Exhibit 3

REPRODUCED FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY WEB SITE:

SEPA Categorical Exemptions

Q: What is a "categorical exemption"?
A: A categorical exemption is a type of government action that is specifically designated as being exempt from SEPA compliance because it is unlikely to have a significant adverse environmental impact. The categorical exemptions are found in Part Nine of the SEPA Rules, and in RCW 43.21C.035, .037, and .0384.

Q: What types of proposals are categorically exempt?
A: Certain proposals are exempt because they are of the size or type to be unlikely to cause a significant adverse environmental impact. Examples include minor new construction, such as, four dwelling units or less, commercial buildings with 4,000 square feet or less, and minor road and street improvements. Other exemptions include enforcement and inspection activities, issuing business licenses, storm/water/sewer lines eight inches or less, etc. Some proposals are exempt by statute, regardless of environmental impact.

Q: What are "flexible thresholds"?
A: The SEPA Rules allow the counties and cities to raise the exemption levels to the maximum specified in the SEPA Rules. These flexible threshold levels allow the counties and cities to determine what level of exemption is appropriate for their jurisdiction. For example, 20 dwelling units in a large city would not have the same impact as they would in a rural community. So the large city may set the exemption at the maximum level of 20 units, and the rural community may set it at the minimum level at 4 units.

Q: When do categorical exemptions not apply?
A: Some exemptions contain conditions under which they do not apply, such as projects undertaken wholly or partly on lands covered by water; projects requiring a license to discharge to the air or water; or projects requiring a rezone. A city or county may also eliminate some exemptions if the project is located within a designated critical area. WAC 197-11-305 outlines further instances where an exempt action must be reviewed under SEPA.

Q: If a county or city has raised the categorical exemption level for minor new construction activities, or eliminated some of the categorical exemptions in critical areas, do these decisions apply when a state agency or special district is lead agency (for example, the state Department of Transportation, a port district, or school district)?
A: Yes, before deciding if a proposal is categorically exempt, state agencies and special districts should consult with the city or county with jurisdiction to determine the exemption level for that area, or whether an exemption has been eliminated within a particular critical area.

Q: When are annexations exempt? Are annexations to a district exempt?

A: The 1994 Legislature specifically exempted annexations to cities or towns [RCW 43.21C.222], although the adoption of zoning pursuant to the annexation is not exempt. Annexations to districts are specifically identified as agency actions [WAC 197-11-704(2)(b)(iv)] and are not exempt.

Q: When would it be appropriate to use the emergency exemption?

A: Emergency exemptions apply to actions that must be undertaken immediately or within a time too short to allow full compliance with SEPA to:

1. Avoid an imminent threat to public health or safety,
2. Prevent an imminent danger to public or private property, or
3. Prevent an imminent threat of serious environmental degradation.

Q: Can an emergency exemption be used for part of a project and SEPA review be required for other parts of the project?

A: If portions of the project meet the definition of emergency, those portions can be done immediately without SEPA environmental review. Other portions may require SEPA review. For example, if a marina collapses in a storm, cleanup may need to occur immediately to prevent a threat to the public or the environment. This would probably be considered an emergency exemption. However, the additional reconstruction/repair that can be done over a longer period of time would require SEPA review.

SEPA Categorical Exemption Levels

	City of Issaquah	City of Redmond	City of Bellevue	City of Kirkland	City of Mercer Island		Sammamish Current		Sammamish Proposed
Dwelling Units	4 Units	20 Units	10 Units	9 Units	4 Units		4 Units		20 Units
Agricultural Buildings	10,000 Square Feet	30,000 Square Feet	30,000 Square Feet	10,000 Square Feet	10,000 Square Feet		10,000 Square Feet		10,000 Square Feet
Office, School, Commercial, Recreational or Storage buildings	4,000 Square Feet	12,000 Square Feet	4,000 Square Feet	4,000 Square Feet	4,000 Square Feet		4,000 Square Feet		12,000 Square Feet
Landfills & Excavations	100 Cubic Yards	500* Cubic Yards	500 Cubic Yards	500 Cubic Yards	500** Cubic Yards		100*** Cubic Yards		500 Cubic Yards
Parking Lots	20 Parking Spaces	40 Parking Spaces	20 Parking Spaces	20 Parking Spaces	20 Parking Spaces		20 Parking Spaces		40 Parking Spaces

* 100 cubic yards in sensitive areas, 500 to correct a violation

** 100 cubic yards in wetland, 250 in shoreline

*** 500 cubic yards to correct a violation in sensitive area

PUBLIC NOTICE REQUIREMENTS-SAMMAMISH MUNICIPAL CODE

The following information is excerpted from the Sammamish Municipal Code, and relates to public notice requirements for the various types of project decisions made by the City. All Type 2, 3 and 4 permits are subject to a notice of application and a notice of recommendation/decision. Increasing the SEPA flexible thresholds as allowed under WAC 197-11-800 (1) would not eliminate or reduce notice requirements for Type 2, 3 or 4 permits. Only those projects that were previously subject to SEPA, are newly exempted, and do not require a Type 2, 3 or 4 permit would be subject to changed notice requirements. These would typically be grading between 100 and 500 cubic yards, and building permits for newly exempted structures as set forth in the proposed code amendment.

20.05.020 Classifications of land use decision processes.

…

Exhibit A
LAND USE DECISION TYPE

Type 1	Decision by director, no administrative appeal	Building; clearing and grading; boundary line adjustment; right-of-way; road variance except those rendered in conjunction with a short plat decision1; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter 15.05 SMC; shoreline exemption; approval of a conversion harvest plan
Type 2	Decision by director appealable to hearing examiner, no further administrative appeal	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit; temporary use; procedural and substantive SEPA decision; site development permit; approval of residential density incentives or transfer of development credits; reuse of public schools; reasonable use exceptions under SMC 21A.50.070(2); preliminary determinations under SMC 20.05.030(2); sensitive areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan
Type 3	Recommendation by director, hearing and decision by hearing examiner appealable to superior court	Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications2; urban planned development; special use
Type 4	Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	Shoreline substantial development permits; shoreline variances; shoreline conditional use permits

20.05.060 Notice of application.

(1) A notice of application shall be provided to the public for all land use permit applications requiring Type 2, 3 or 4 decisions or Type 1 decisions subject to SEPA pursuant to this section.

20.05.090 Notice of decision or recommendation – Appeals.

PUBLIC NOTICE REQUIREMENTS-SAMMAMISH MUNICIPAL CODE

(1) The department shall provide notice in a timely manner of its final decision or recommendation on permits requiring Type 2, 3 and 4 land use decisions and Type 1 decisions subject to SEPA, including the threshold determination, if any, the dates for any public hearings, and the procedures for administrative appeals, if any. Notice shall be provided to the applicant, to the Department of Ecology, and to agencies with jurisdiction if required by Chapter 20.15 SMC, to the Department of Ecology and Attorney General as provided in Chapter 90.58 RCW, and to any person who, prior to the decision or recommendation, had requested notice of the decision or recommendation or submitted comments. The notice shall also be provided to the public as provided in SMC 20.05.060.

(2) Except for shoreline permits that are appealable to the State Shorelines Hearings Board, all notices of appeal to the hearing examiner of Type 2 land use decisions made by the director shall be filed within 21 calendar days from the date of issuance of the notice of decision as provided in SMC 20.10.080. (Ord. O99-29 § 1)

CITY COUNCIL AGENDA BILL

Subject:

Second reading and action on proposed ordinance annexing the Camden Park, Camden Park Estates, Trails at Camden Park and Devereux neighborhoods, along with certain other adjacent property ("Camden Park Annexation Area") to the City of Sammamish.

Meeting Date: December 16, 2008

Date Submitted: November 24, 2008

Originating Department: Community Development

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

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

Action Required:
- Approve Ordinance

Exhibits:
1. Proposed Ordinance
2. Annexation Map
3. 60% Annexation Petition
4. Annexation Legal Description

Budgeted Amount: None

Summary Statement:
This ordinance annexes into the City of Sammamish the Camden Park, Devereux, Trails at Camden Park and 244th North neighborhoods and areas, as shown on the attached map. The annexation is based up on the city's review of the submitted 60% annexation petition from the proponents. Section 4 of the ordinance regarding the effective date has been revised to conform to the deadlines in state law and to County tax collection dates.

Background:

Under state law, parties may initiate an annexation of property into the City by submitting a letter signed by the owners of 10% of the assessed value of property within the annexation area. The City previously received such a letter from owners of property

within the Camden Park, Camden Park Estates, Trails at Camden Park and Devereux neighborhoods.

The City Council considered this request at its October 21, 2008 regular meeting, and adopted Resolution No. 2008-346 accepting the annexation and authorizing the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the proposed annexation area. The Council also set conditions that the boundaries of the annexation area should be modified to include the six Camden Park Estate lots just east of the originally proposed annexation area, and also include the area to the north up to the Urban Growth Area boundary at approximately NE 31st Street (the "Camden Park Annexation Area"). Petition signers also must consent to the assumption of the modified annexation area's pro-rata share of existing city indebtedness, if any.

The initiating parties submitted a petition on November 14, 2008, which the King County Assessor has determined contains the signatures of the owners of 60% of the assessed valuation of property located within the Camden Park Annexation Area. State law calls for the City Council to hold a public hearing on a 60% annexation petition and, if the annexation is approved, to thereafter adopt an ordinance annexing the area.

Financial Impact:
Financial effects associated with the proposed annexation were presented to the Council on October 21, 2008. The annexation is projected to have a positive or neutral financial effect on the city (projected revenues would cover or exceed projected costs) and positive effect for landowners in the annexed area (property taxes are projected to be lower for the typical parcel).

Recommended Motion: Motion to adopt the ordinance approving the annexation.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2008-____

AN ORDINANCE OF THE CITY OF SAMMAMISH ANNEXING THE 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 non-charter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed," but that "prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings"; and

WHEREAS, 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 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 2008-0228 and –0229, which adopted contingent comprehensive plan land use and zoning designations for such PAAs to be effective upon their annexation; and

WHEREAS, on October 21, 2008, the City Council met with the initiating parties as part of the regular City Council meeting and considered a resolution authorizing the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the annexation area; and

WHEREAS, city staff and the annexation proponents supported modification of 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 (6) lots in Camden Park Estates was approved by the County Council on October 6th, 2008; and

WHEREAS, modification of the boundaries of the proposed Camden Park annexation to include those six Camden Park Estates lots, as well as the area to the north up to the Urban Growth Area boundary at approximately NE 31st Street, creates a more logical annexation area; and

WHEREAS, on October 21, 2008, the Sammamish City Council adopted Resolution No. 2008-346, which accepted the proposed annexation and authorized the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the proposed annexation, on the condition that the boundaries of the annexation area be modified to include the six Camden Park Estate lots just east of the originally proposed annexation area as well as the area to the north up to the Urban Growth Area boundary at approximately NE 31st Street (the "Camden Park Annexation Area"), and that petition signers consent to the assumption of the modified annexation area's pro-rate share of existing city indebtedness, if any; and

WHEREAS, on November 14, 2008, a petition a copy of which is attached as Exhibit A hereto was submitted to the City of Sammamish seeking annexation of the Camden Park Annexation Area; and

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

WHEREAS, on November 18, 2008 the King County Assessor determined that the petition contains the signatures of the owners of 60% of the assessed valuation of property located within the proposed Camden Park Annexation Area, and so notified the City of Sammamish of that determination in writing; and

WHEREAS, on December 2, 2008, the Sammamish City Council held a public hearing following publication of notice thereof as provided in RCW 35A.14.130; and

WHEREAS, the Sammamish City Council desires to annex the area described and shown in the petition;

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

Section 1. Annexation. The City of Sammamish hereby annexes the Camden Park Annexation Area, which is legally described in Exhibit B and depicted on the map in Exhibit C, which exhibits are attached hereto and incorporated herein by reference.

Section 2. Conditions Upon Annexation.

A. Comprehensive Plan and zoning designations. All properties within the Camden Park Annexation Area shall be subject to the Comprehensive Plan and zoning designations set forth in City of Sammamish Ordinance Nos. 2008-0228 and 2008-0229.

B. Assumption of Existing Indebtedness. All property within the Camden Park Annexation Area shall be assessed and taxed at the same rate and on the same basis as the property in the City of Sammamish is assessed and taxed to pay for the portion of outstanding city indebtedness, if any, which indebtedness has been approved by the voters, contracted for, or

incurred prior to, or existing at, the effective date of the annexation in Section 1 of this Ordinance.

Section 3. Preparation of Notice of Intent to Annex. The City Manager, and/or his designees, are hereby authorized and directed to prepare and submit a Notice of Intention to Annex to the King County Boundary Review Board no later than one hundred eighty (180) days of the effective date of this Ordinance. The City Manager and/or his designees are hereby authorized and directed to take such other steps with respect to said Notice of Intention or otherwise as they deem necessary to implement the annexation in Section 1 of this Ordinance.

Section 4. Effective Date. (Revised) This ordinance shall be effective within five (5) days after passage and publication, except that Sections 1 and 2 of this ordinance shall not be effective until the effective date of approval of the King County Boundary Review Board ("BRB") pursuant to Chapter 36.93 RCW, provided such BRB approval is effective prior to April 15, 2009. If BRB approval is effective on or after April 15, 2009, Sections 1 and 2 of this ordinance shall be effective on July 31, 2009.

Section 5. Certification of Ordinance to King County. Pursuant to RCW 35A.14.140, upon passage the City Clerk is directed to file a certified copy of this Ordinance with the King County Council.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2008

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

_____

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008

Public Hearing:	December 2, 2008
First Reading:	December 2, 2008
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Exhibit 2

Annexation Map

Exhibit B

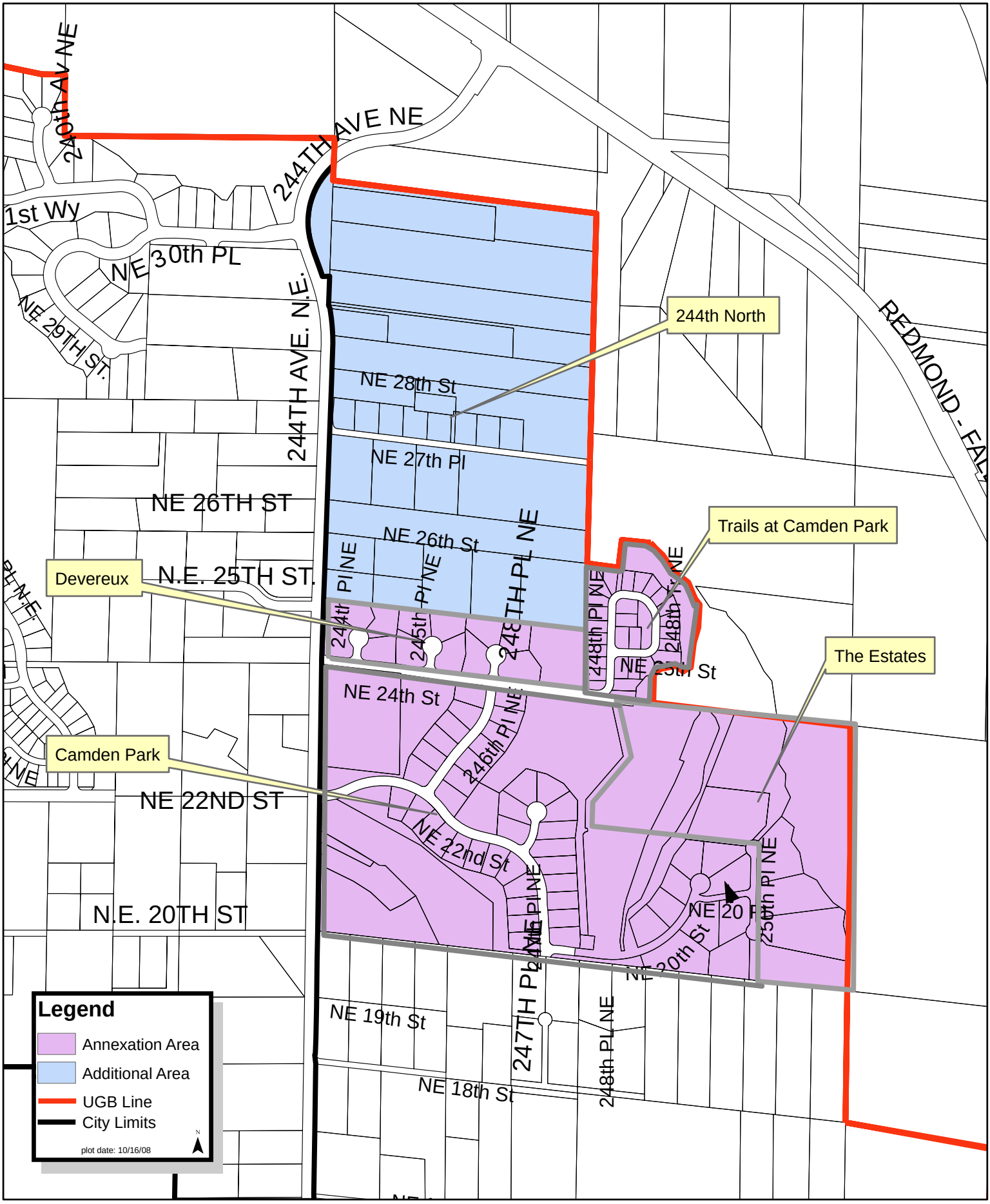

Exhibit 3

RECEIVED
NOV 14 2008
By

November 13, 2008

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

RE: SUBMISSION OF 60% ANNEXATION PETITION MATERIALS ON BEHALF OF CAMDEN PARK AND 244th NORTH PAAs

Dear Mr. Gurol:

At long last, I am pleased to enclose petition materials on behalf of residents in the Camden Park and 244th North PAAs. As you will see, I believe our results handily meet the 60% of assessed value criterion.

In this letter, I have provided a brief review of our methodology and results such that this letter and enclosures can serve as a complete record of our activities at this stage in the process.

PETITION MATERIALS, INSTRUCTIONS FOR VOLUNTEERS AND PETITIONING PERIOD: Community volunteers were supplied with petition forms, a map and a description of the annexation area boundary that were prepared by City of Sammamish staff. Additional supplementary instructions, a copy of a flyer for the November 5th informational meeting and a copy of the Sammamish park bond & levy information sheet were also provided to petition volunteers for their use as needed. A sample copy of the materials provided to petition volunteers is enclosed as Attachment A.

Petition volunteers actively pursued signature collection during the period from October 26 through November 11, 2008. During this period, petition pages were physically handled by the following individuals:

Sally Oveson	24838 NE 20th Street
Kelly Dillingham	2506 248th Terrace NE
Terri Thompson	24518 NE 27th Place
Christopher Toombs	2220 247th Court NE

COLLECTION AND COMPILATION OF PETITION PAGES: Completed petition pages were collected and first subject to a preliminary review for completeness

and to resolve any potential questions with the volunteer who collected the signature. Petition pages were then annotated with an index number which appears in the left margin of the page beside each signature line. This index number corresponds to the number in the first column of the attached spreadsheet showing parcel number, property address, owners name, assessed value data and community name. These source data originated from the King County Assessor's Office and were supplied to us by Emily Arteche in July 2008.

This step was taken to facilitate the review and verification process that we understand will be performed by the Assessor's Office. Original petition pages and the accompanying spreadsheet are enclosed as Attachment B.

PETITION RESULTS: The petition pages contain signatures of 93 owners out of a total of 121 residential parcels in the Camden Park and 244th North PAAs, demonstrating that roughly 77% of parcel owners are in favor of annexation.

In addition, the results also indicate that support for annexation is broadly present in each of the four major neighborhoods of the Camden Park and 244th North PAAs. The results, summarized by neighborhood, are as follows:

NEIGHBORHOOD	SIGNATURES / # OF HOMES	%
Camden Park & Estates	49 of 53	92%
Devereux	7 of 10	70%
Trails at Camden Park	23 of 26	88%
27th Street	11 of 12	92%

When we use the aforementioned Assessor's data, we find that the aggregate assessed value of the entire Camden Park and 244th North PAAs amounts to $99,242,000.

Using that same dataset, we find the combined assessed value from all petition signers amounts to $81,704,000. As such, the petition pages represent the support of 81.3% of the assessed value within the annexation area.

VERIFICATION OF SIGNATURES AND AV COMPUTATION: In the verification process that will be performed by the Assessor's office, we expect nearly 100% (if not complete) validation of the individual signatures. In addition, we anticipate that the Assessor's current data may differ somewhat from the data we used to compute assessed values. While we do expect our assessed value computations to change slightly, we do not believe this would jeopardize the 60% of assessed value threshold required at this stage.

Assuming the petition verification process can be completed quickly and we can maintain the brisk pace that we seem to be keeping lately, we look forward to presenting our results in person before the Sammamish City Council on December 2nd.

In addition, I believe it is in both our interests to begin collaborating on the Notice of Intent (NOI) submission to the Boundary Review Board (BRB) for timely submission following City Council action.

As you might imagine, I am very pleased to have arrived at this milestone. On behalf of the petitioners, I look forward to continuing to work with you and the City of Sammamish on this project.

Sincerely,

Christopher Toombs

Christopher Toombs

Chair, Camden Park Annexation Committee
Secretary, Camden Park Homeowner's Association
// on behalf of Camden Park and Camden Park Estates residents
// on behalf of residents within the Camden Park and 244th North PAAs

Enclosures:

ATTACHMENT A: PETITIONING MATERIALS DELIVERED TO VOLUNTEERS

- A1 Petition volunteer instructions
- A2 Blank annexation petition form
- A3 Annexation area map and description
- A4 Flyer for November 5 informational meeting
- A5 Sammamish park bond & levy information sheet

ATTACHMENT B: PETITION RESULTS

- B1 Original signed petition forms
- B2 Indexed spreadsheet of petition signatures

cc: Sally Oveson
Linda Guerrette, Devereux HOA
Julie Chappell, Devereux HOA
Kelly Dillingham, Trails at Camden Park HOA
Terri Thompson, 27th Street Neighborhood

Petition Volunteer Instructions

Exhibit 3

1) **TELL HOMEOWNER YOU ARE COLLECITNG SIGNATURES IN SUPPORT FOR ANNEXATION OF YOUR NEIGHBORHOOD INTO CITY OF SAMMAMISH**

2) **REVIEW ANNEXATION BOUNDARY ON MAP**
   - show homeowner location within the annexation area; leave copy if they'd like

3) **REVIEW PROPERTY TAX SAVINGS USING LEVY RATES AND SPREADSHEET DATA**
   - 244th North, Devereux, Trails: $10.78 per $10,000 AV drops to $10.05
   - Camden Park & Estates: $10.23 per $10,000 AV drops to $9.50
   - If Sammamish Park & Bond Levy passes, this will "cut into" property tax savings at rate of $0.18 per $10,000 AV

4) **ON REQUESTS FOR MORE INFORMATION BEFORE SIGNING?**
   - flyer on Wed Nov 5th info meeting at Carson Elementary from 6:30-8:00pm
   - flyer on Sammamish park and body levy info sheet

5) **REVIEW PETITION WARNING PRIOR TO COLLECTING SIGNATURE**
   - fill out clearly printed name; sign and date in blue or black ink
   - address and parcel number can be filled in later

Exhibit 3

PETITION FORM FOR PROPERTY OWNERS

Annexation Name: Camden Park, Camden Park Estate, Devereux, the Trails at Camden Park Neighborhoods and additional adjacent areas to the north

Instructions

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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 property owners, by our signatures do petition the City of Sammamish to annex an area of unincorporated King County, lying contiguous to the City of Sammamish, and referred to as the annexation of Camden Park, Camden Park Estate, Devereux , the Trails at Camden Park Neighborhoods and additional adjacent areas to the north. This area is indicated on the map attached as Exhibit A and legally described on the attached Exhibit B. Pursuant to the motion passed by the Sammamish City Council on October 21, 2008, the annexation area shall, upon annexation, be subject to its proportionate share of the City's existing indebtedness. The annexation area shall also be subject Ordinances O2008-228 and O2008-229, which adopted contingent comprehensive plan land use and zoning designations for such PAAs to be effective upon their annexation.

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

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

Exhibit 3

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

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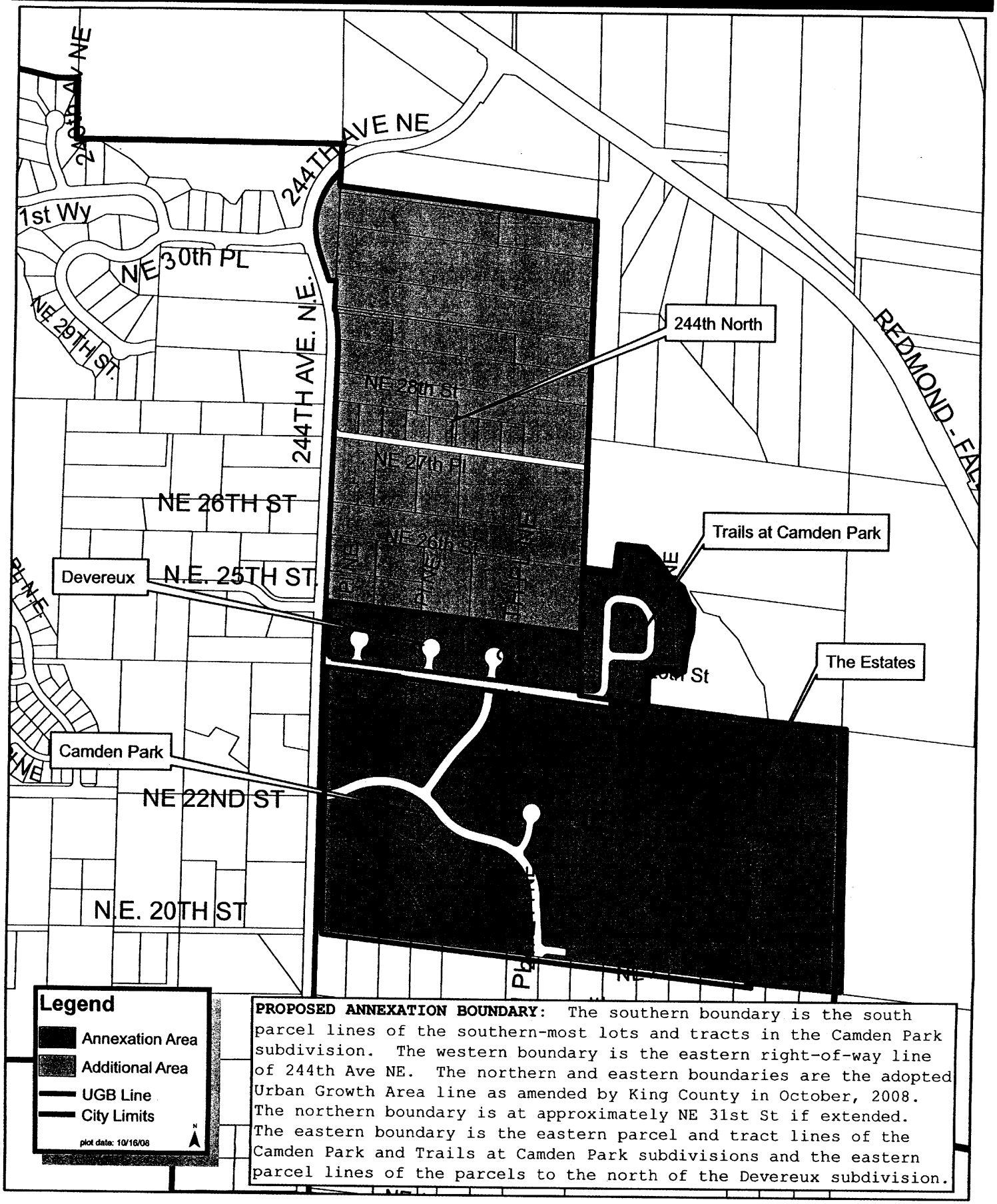
NAME (Print):
SIGNATURE: DATE:
ADDRESS:
PROPERTY DESCRIPTION:
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

Annexation Map

Exhibit B



PROPOSED ANNEXATION BOUNDARY: The southern boundary is the south parcel lines of the southern-most lots and tracts in the Camden Park subdivision. The western boundary is the eastern right-of-way line of 244th Ave NE. The northern and eastern boundaries are the adopted Urban Growth Area line as amended by King County in October, 2008. The northern boundary is at approximately NE 31st St if extended. The eastern boundary is the eastern parcel and tract lines of the Camden Park and Trails at Camden Park subdivisions and the eastern parcel lines of the parcels to the north of the Devereux subdivision.

Exhibit 3

You are encouraged to attend a

PUBLIC INFORMATIONAL MEETING

Camden Park Area Annexation Proposal

This is an opportunity to learn more about the potential annexation of the Camden Park, Devereux, and Trails at Camden Park neighborhoods and adjacent areas to the north. Representatives from the annexation petitioners and the City of Sammamish will be there to provide information and answer questions.

Join your neighbors on

Wednesday, November 5, 2008
6:30 to 8:00 p.m.
Rachel Carson Elementary, Commons Area
(1035 244th Avenue NE)

Staff Contact:
Debbie Beadle, 425-295-0525

www.ci.sammamish.wa.us

Projects	Parks Bond Proposition 1	Parks Levy Proposition 2
Recreation Center	$5,000,000	$165,000
[redacted]	$3,000,000	[redacted]
East Sammamish Park	$1,800,000	$26,000
[redacted]	$2,500,000	[redacted]
Beaver Lake Vicinity Trail	$1,700,000	$14,000
[redacted]	$4,000,000	[redacted]
Bond Fees	$1,000,000	N/A
[redacted]	$19,000,000	[redacted]

For a home valued at $600,000, the Park Bond & Park Levy will translate into **a total of $108 per year.** The City will not pursue the Park Bond unless the Park Levy is also approved.

PARK BOND FACTS - PROPOSITION 1

- Bond Amount: $19 Million
- Term of Bond: 20 Years
- Paid For: By a property tax increase of $0.14/$1,000 of assessed valuation.
- On a $600,000 House: That would equal $84 per year. This additional tax would end after 20 years.
- Will Pay For: New Parks and Recreation facilities.

PARK LEVY FACTS - PROPOSITION 2

- Amount: $310,000 annually
- Paid For: By a property tax increase of $0.04/$1,000 of assessed valuation.
- On a $600,000 House: That would equal $24 per year. This tax is permanent.
- Will Pay For: Program and operation costs for the new parks and recreation facilities.

FOR MORE INFORMATION
www.ci.sammamish.wa.us/2008parkbond.aspx

Project inquiries: Jessi Richardson, Parks and Recreation Director
(425) 295-0580
jrichardson@ci.sammamish.wa.us

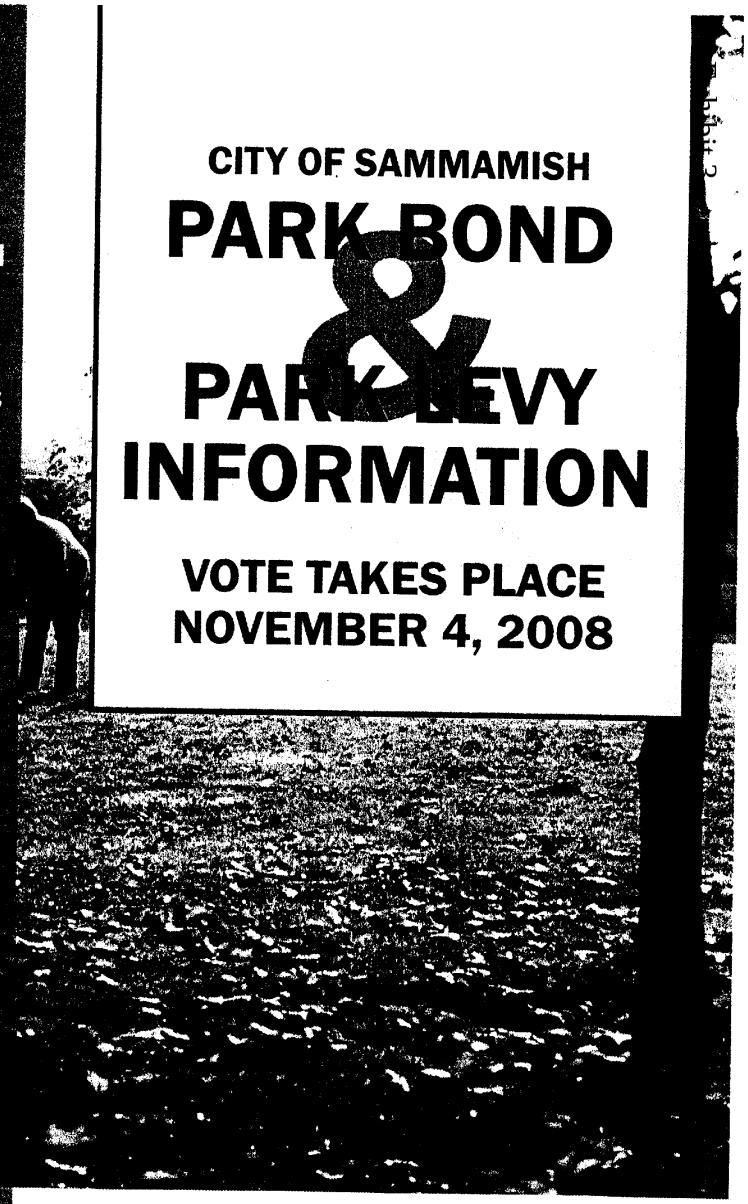
Financial inquiries: Lyman Howard, Finance Director
(425) 295-0590
lhoward@ci.sammamish.wa.us

Media inquiries: Tim Larson, Communications Manager
(425) 295-0555
tlarson@ci.sammamish.wa.us

PARK BOND FINANCING

Earlier this year, the Sammamish City Council voted unanimously to place two measures on the November 4, 2008 ballot. They are:

- A $19 million Park Bond to build new parks and recreation facilities.
- A Parks Levy to pay for $310,000 in annual program and operation costs for the new parks and recreation facilities.



CITY OF SAMMAMISH

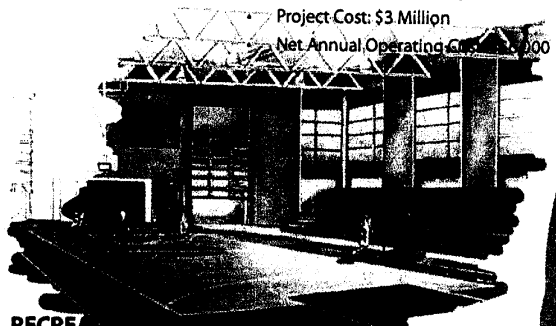
PARK BOND & PARK LEVY INFORMATION

VOTE TAKES PLACE NOVEMBER 4, 2008

City of Sammamish Washington

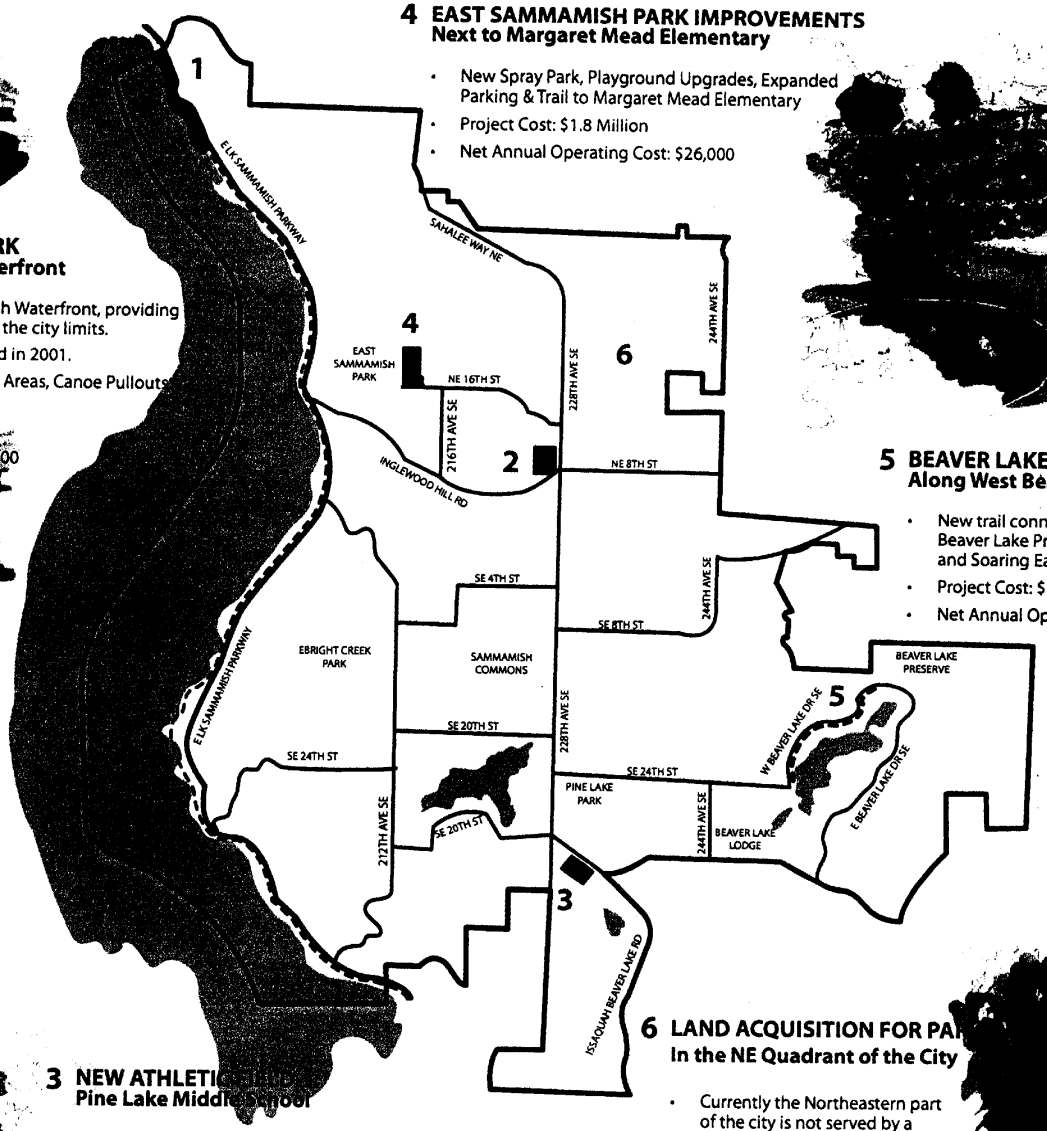
ARK
terfront

- mamish Waterfront, providing inside the city limits.
- The land for the park was donated in 2001.
- Likely features: Docks, Swimming Areas, Canoe Pullouts Picnic Facilities & Parking
- Project Cost: $3 Million
- Net Annual Operating Cost: [illegible]000



2 RECREA
A Space for Yo[illegible] & Seniors

- City provides recreation programs in partnership with the Boys and Girls Club.
- City will buy the existing library for $5 Million.
- Boys & Girls Club will renovate the building, including the addition of a gymnasium.
- City's Net Annual Operating Cost: $165,000



4 EAST SAMMAMISH PARK IMPROVEMENTS
Next to Margaret Mead Elementary

- New Spray Park, Playground Upgrades, Expanded Parking & Trail to Margaret Mead Elementary
- Project Cost: $1.8 Million
- Net Annual Operating Cost: $26,000

5 BEAVER LAKE VICINITY TRAIL
Along West Beaver Lake Drive

- New trail connecting Beave[illegible]rk & Beaver Lake Preserve, Haze[illegible] and Soaring Eagle Park
- Project Cost: $1.7 Million
- Net Annual Operating Cost: [illegible]

3 NEW ATHLETIC FIELD
Pine Lake Middle School

- Artificial Turf & Lights
- Large enough for two softball/little league fields or one soccer/lacrosse field
- Project Cost: $2.5 Million
- Net Annual Operating Cost: $41,000

6 LAND ACQUISITION FOR PA[illegible]
In the NE Quadrant of the City

- Currently the Northeastern part of the city is not served by a community park.
- Acquisition Cost: $4 Million
- Net Annual Operating Cost: $8,000

Exhibit 3

"ATTACHMENT B"

City of Sammamish

PETITION FORM FOR PROPERTY OWNERS

Annexation Name: Camden Park, Camden Park Estate, Devereux, the Trails at Camden Park Neighborhoods and additional adjacent areas to the north

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PETITION INDEX

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001

NAME (Print): Brett & Terri Thompson
SIGNATURE: [illegible] DATE: 11/2/08
ADDRESS: 24518 NE 27th Pl Sammamish WA 98074
PROPERTY DESCRIPTION: 2325069115
(Ten-digit tax lot number or subdivision and lot number)

002

NAME (Print): GARY + KIMBERLY GRIFFITHS
SIGNATURE: [illegible] DATE: 11-2-2008
ADDRESS: 24526 NE 27th Pl Sammamish WA 98074
PROPERTY DESCRIPTION: 2325069117
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

003

NAME (Print): Karen F. Martucci
SIGNATURE: Karen F Martucci DATE: 11-02-08
ADDRESS: 24628 NE 27th Pl
PROPERTY DESCRIPTION: 2325069033
(Ten-digit tax lot number or subdivision and lot number)

004

NAME (Print): Theresa L Duchene
SIGNATURE: Theresa L Duchene DATE: 11-02-08
ADDRESS: 24531 NE 27th Pl
PROPERTY DESCRIPTION: 2325069102
(Ten-digit tax lot number or subdivision and lot number)

005

NAME (Print): EMMA ARCHER
SIGNATURE: DATE: 11.02.08.
ADDRESS: 24502 NE 27th Pl
PROPERTY DESCRIPTION: 2325069114
(Ten-digit tax lot number or subdivision and lot number)

006

NAME (Print): George Baltasar
SIGNATURE: DATE: 11·2·08
ADDRESS: 24406 NE 27th Pl
PROPERTY DESCRIPTION: 2325069113
(Ten-digit tax lot number or subdivision and lot number)

007

NAME (Print): DAVID SEAN CASE
SIGNATURE: DSC DATE: 11-2-08
ADDRESS: 24424 NE 27th Pl
PROPERTY DESCRIPTION: 2325069032
(Ten-digit tax lot number or subdivision and lot number)

008

NAME (Print): John Peter Hansen
SIGNATURE: DATE:
ADDRESS: 24421 NE 27th Pl
PROPERTY DESCRIPTION: 2325069104
(Ten-digit tax lot number or subdivision and lot number)

009

NAME (Print): KRIST F. MORRITT
SIGNATURE: KF Morritt DATE: 11-5-08
ADDRESS: 24425 NE 26th Street
PROPERTY DESCRIPTION: 2325069097
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

010

NAME (Print): GERALD K WOLFF
SIGNATURE:
DATE: 8 NOV 08
ADDRESS: 24620 NE 27th Pl
PROPERTY DESCRIPTION: 2325069119
(Ten-digit tax lot number or subdivision and lot number)

011

NAME (Print): Dellam Elliott
SIGNATURE: Dellam Elliott
DATE: 11/8/08
ADDRESS: 24509 NE 27th Pl., Redmond, WA 98074
PROPERTY DESCRIPTION: 2325069103
(Ten-digit tax lot number or subdivision and lot number)

012

NAME (Print): Steve Miller
SIGNATURE: Steve Miller
DATE: 11-9-08
ADDRESS: 2840 244th Ave NE Sammamish, WA
PROPERTY DESCRIPTION: 2325069084
(Ten-digit tax lot number or subdivision and lot number)

013

NAME (Print): LINDA BERN
SIGNATURE: Linda Bern
DATE: 11-10-08
ADDRESS: 2602-244th Ave. N.E. Redmond, WA 98074
PROPERTY DESCRIPTION: 2325069041
(Ten-digit tax lot number or subdivision and lot number)

014

NAME (Print): Jamey Davis
SIGNATURE:
DATE: 11-10-08
ADDRESS: 24600 NE 27th Pl. Sammamish 98074
PROPERTY DESCRIPTION: 2325069118
(Ten-digit tax lot number or subdivision and lot number)

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

NAME (Print):
SIGNATURE:
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ADDRESS:
PROPERTY DESCRIPTION:
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015

NAME (Print): Lee Wehmeyer
SIGNATURE: Lee D. Wehmeyer DATE: 11-5-08
ADDRESS: 2413 246th Pl. N.E. Sammamish 98074
PROPERTY DESCRIPTION: 3216000090
(Ten-digit tax lot number or subdivision and lot number)

016

NAME (Print): DALE SHRADER
SIGNATURE: Dale Shrader DATE: 11/7/08
ADDRESS: 2403 245th PL NE
PROPERTY DESCRIPTION: 3216000040
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

017

NAME (Print): Teresa Westcoat
SIGNATURE: T. Westcoat
DATE: 11/08/08
ADDRESS: 2415 245th Pl. NE Sammamish
PROPERTY DESCRIPTION: 3216000050
(Ten-digit tax lot number or subdivision and lot number)

018

NAME (Print): Steven Edwards
SIGNATURE:
DATE: 11/08/08
ADDRESS: 2407 246th Pl. NE
PROPERTY DESCRIPTION: 3216000080
(Ten-digit tax lot number or subdivision and lot number)

019

NAME (Print): JERRY PRICE
SIGNATURE:
DATE: 11/08/08
ADDRESS: 2417 244th Pl NE
PROPERTY DESCRIPTION: 3216000010
(Ten-digit tax lot number or subdivision and lot number)

020

NAME (Print): LEWIS GUERRETTE
SIGNATURE:
DATE: 11/8/08
ADDRESS: 2404 244TH PL NE
PROPERTY DESCRIPTION: 3216000030
(Ten-digit tax lot number or subdivision and lot number)

021

NAME (Print): Ron Chappell
SIGNATURE: Ron Chappell
DATE: 11/08/08
ADDRESS: 2416 244th Pl NE
PROPERTY DESCRIPTION: 3216000020
(Ten-digit tax lot number or subdivision and lot number)

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

NAME (Print):
SIGNATURE:
DATE:
ADDRESS:
PROPERTY DESCRIPTION:
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022

NAME (Print): MONA KOOLAR
SIGNATURE: Mona Koolar DATE: 10/31/08
ADDRESS: 2530, 248th TER NE SAMMAMISH, WA - 98074
PROPERTY DESCRIPTION: 6134506100
(Ten-digit tax lot number or subdivision and lot number)

023

NAME (Print): Claire Carlson / DENNIS CARLSON
SIGNATURE: Claire Carlson DATE: 10/31/08
ADDRESS: 2524 248th Terr NE Sammamish 98074
PROPERTY DESCRIPTION: 6134500090
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

024
NAME (Print): SUDHAKAR MAREDDY
SIGNATURE: [illegible]
DATE: OCT-31-2008
ADDRESS: 2509 248th PL NE, SAMMAMISH-WA-98074.
PROPERTY DESCRIPTION: 6134500190
(Ten-digit tax lot number or subdivision and lot number)

025
NAME (Print): Debbi Harper
SIGNATURE: Debbi Harper
DATE: 10-31-08
ADDRESS: 2405 248th Pl. NE Sammamish WA 98074
PROPERTY DESCRIPTION: 6134500010
(Ten-digit tax lot number or subdivision and lot number)

026
NAME (Print): RASHMI SHENAI
SIGNATURE: R. R. Shenai
DATE: 10-31-08
ADDRESS: 24810 NE 25th St Sammamish WA ~~98074~~ 98074
PROPERTY DESCRIPTION: 6134500240
(Ten-digit tax lot number or subdivision and lot number)

027
NAME (Print): Greg Spane
SIGNATURE: [illegible]
DATE: 10-31-08
ADDRESS: 24816 NE 25th St Sammamish WA 98074
PROPERTY DESCRIPTION: 6134500230
(Ten-digit tax lot number or subdivision and lot number)

028
NAME (Print): SCOTT RETMER
SIGNATURE: [illegible]
DATE: Oct 31, 2008
ADDRESS: 2503 248th Place NE Sammamish WA 98074
PROPERTY DESCRIPTION: 6134500200
(Ten-digit tax lot number or subdivision and lot number)

029
NAME (Print): KRISHNA ANUMALASETTY (Venkata)
SIGNATURE: A. [illegible]
DATE: 10/31/08
ADDRESS: 2518 248th TER NE, Sammamish WA
PROPERTY DESCRIPTION: 6134500080
(Ten-digit tax lot number or subdivision and lot number)

030
NAME (Print): Kelly K. Dillingham
SIGNATURE: Kelly K. Dillingham
DATE: 10/31/08
ADDRESS: 2506 248th Ter NE, Sammamish 98074
PROPERTY DESCRIPTION: 6134500060
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

031
NAME (Print): Erika Wuthenich
SIGNATURE: Erika Wuthenich
DATE: 10-31-08
ADDRESS: 2576 248th Terr NE Sammamish WA
PROPERTY DESCRIPTION: 6134500110
(Ten-digit tax lot number or subdivision and lot number)

032
NAME (Print): Michael C. Rees
SIGNATURE: [illegible]
DATE: 10/31/08
ADDRESS: 2542 248th Terr NE, Sammamish 98074
PROPERTY DESCRIPTION: 6134500120
(Ten-digit tax lot number or subdivision and lot number)

033
NAME (Print): Stacy Hart
SIGNATURE: Stacy Hart
DATE: 10/31/08
ADDRESS: 7548 248th Ter. NE, Sammamish 98074
PROPERTY DESCRIPTION: 6134500130
(Ten-digit tax lot number or subdivision and lot number)

034
NAME (Print): LALITHA GOMATHINAYAGAM
SIGNATURE: G. Kalitha
DATE: 10/31/08
ADDRESS: 2527 248th PL NE, SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500160
(Ten-digit tax lot number or subdivision and lot number)

035
NAME (Print): Digpalsinh Sarvaiya
SIGNATURE: Sarvaiya
DATE: 10/31/08
ADDRESS: 2522 248th Pl NE, Sammamish, 98074
PROPERTY DESCRIPTION: 6134500260
(Ten-digit tax lot number or subdivision and lot number)

036
NAME (Print): MICHAEL DETRICK
SIGNATURE: [illegible]
DATE: 10/31/08
ADDRESS: 2521 248th PL NE, SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500170
(Ten-digit tax lot number or subdivision and lot number)

037
NAME (Print): Jason Dannemiller
SIGNATURE: [illegible]
DATE: 10/31/08
ADDRESS: 2515 248th PL NE, Sammamish 98074
PROPERTY DESCRIPTION: 6134500180
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

038
NAME (Print): Carrie Daniel
SIGNATURE: Carrie Daniel
DATE: 10/29/08
ADDRESS: 2512 248th Terrace NE Sammamish, WA 98074
PROPERTY DESCRIPTION: 6134500070
(Ten-digit tax lot number or subdivision and lot number)

039
NAME (Print): IOAN GRIGOREANU
SIGNATURE:
DATE: 10/01/08
ADDRESS: 2500 248 TERR NE, SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500050
(Ten-digit tax lot number or subdivision and lot number)

040
NAME (Print): BARNETT HANSON
SIGNATURE:
DATE: 11/1/08
ADDRESS: 24815 NE 25th ST, SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500030
(Ten-digit tax lot number or subdivision and lot number)

041
NAME (Print): MARTIN BALD
SIGNATURE:
DATE: 10/1/08
ADDRESS: 2516 248th PLACE NE SAMMAMISH, WA 98074
PROPERTY DESCRIPTION: 6134500250
(Ten-digit tax lot number or subdivision and lot number)

042
NAME (Print): KARRIN JACKSON
SIGNATURE:
DATE: 11/1/08
ADDRESS: 2533 248th PL NE SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500150
(Ten-digit tax lot number or subdivision and lot number)

043
NAME (Print): INDERJIT SINGH
SIGNATURE:
DATE: 11/1/08
ADDRESS: 24809 NE 25th ST, SAMMAMISH 98074
PROPERTY DESCRIPTION: 6134500020
(Ten-digit tax lot number or subdivision and lot number)

044
NAME (Print): William A. Yerak
SIGNATURE: William A. Yerak
DATE: 11-2-08
ADDRESS: 2419 248th PL NE Sammamish, WA 98074
PROPERTY DESCRIPTION: 6134500210
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

EXCEPT FROM SAMMAMISH CITY COUNCIL MINUTES: Pursuant to RCW 35A.14.120, the following quotation is from the minute entry from the October 21, 2008 Sammamish City Council meeting regarding the zoning and indebtedness requirements pertaining to the proposed annexation area:

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045

NAME (Print): CHRISTOPHER TOOMBS
SIGNATURE: [signature] DATE: 10/26/2008
ADDRESS: 2220 247TH COURT NE REDMOND WA 98074
PROPERTY DESCRIPTION: 1311030370
(Ten-digit tax lot number or subdivision and lot number)

046

NAME (Print): BRENDAN DIXON
SIGNATURE: [signature] DATE: 10/31/2008
ADDRESS: 20360 247TH PL NE
PROPERTY DESCRIPTION: 1311030330
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

047
NAME (Print): Dianne Spido
SIGNATURE: Dianne Spido
DATE: 10/31/2008
ADDRESS: 2033 247TH PL NE
PROPERTY DESCRIPTION: 1311030150
(Ten-digit tax lot number or subdivision and lot number)

048
NAME (Print): Alicia Moss
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 24649 NE 22ND ST
PROPERTY DESCRIPTION: 1311030130
(Ten-digit tax lot number or subdivision and lot number)

049
NAME (Print): Scott Fenton
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 2205 247TH COURT NE
PROPERTY DESCRIPTION: 1311030400
(Ten-digit tax lot number or subdivision and lot number)

050
NAME (Print): Steve Powis
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 2228 247th Pl N.E.
PROPERTY DESCRIPTION: 1311030320
(Ten-digit tax lot number or subdivision and lot number)

051
NAME (Print): Melissa Overhat
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 24625 NE 22ND ST.
PROPERTY DESCRIPTION: 1311030100
(Ten-digit tax lot number or subdivision and lot number)

052
NAME (Print): Byne Santoro
SIGNATURE:
DATE: 10/31/08
ADDRESS: 2214 247th CT NE Sammamish WA 98074
PROPERTY DESCRIPTION: 1311030360
(Ten-digit tax lot number or subdivision and lot number)

053
NAME (Print): Carol DeLucia
SIGNATURE: Carol DeLucia
DATE: 10/31/08
ADDRESS: 24633 NE 22ND ST.
PROPERTY DESCRIPTION: 1311030110
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

054

NAME (Print): Ellen Lynch
SIGNATURE:
DATE: 10/31/08
ADDRESS: 2001 247TH ~~[illegible]~~ PLACE NE
PROPERTY DESCRIPTION: 1311030180
(Ten-digit tax lot number or subdivision and lot number)

055

NAME (Print): Gloria Lane
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 2249 246TH PLACE NE
PROPERTY DESCRIPTION: 1311030040
(Ten-digit tax lot number or subdivision and lot number)

056

NAME (Print): Dana Swoik
SIGNATURE:
DATE: 10/31/2008
ADDRESS: 2020 247TH PLACE NE
PROPERTY DESCRIPTION: 1311030310
(Ten-digit tax lot number or subdivision and lot number)

057

NAME (Print): Anthony Bonifacio
SIGNATURE:
DATE: 10 31-08
ADDRESS: 2213-247th Ct NE
PROPERTY DESCRIPTION: 1311030390
(Ten-digit tax lot number or subdivision and lot number)

058

NAME (Print): Jean Luan
SIGNATURE: Jean Luan
DATE: 11/1/2008
ADDRESS: 2211 246TH PLACE NE
PROPERTY DESCRIPTION: 1311030050
(Ten-digit tax lot number or subdivision and lot number)

059

NAME (Print): Charles T. Hemphill
SIGNATURE:
DATE: 11/1/2008
ADDRESS: 2226 246th Place NE
PROPERTY DESCRIPTION: 1311030440
(Ten-digit tax lot number or subdivision and lot number)

060

NAME (Print): Thomas Crisly
SIGNATURE:
DATE: 11/1/08
ADDRESS: 2249 246th Place NE
PROPERTY DESCRIPTION: 1311030010
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

061

NAME (Print): Charlotte Davis
SIGNATURE: Charlotte Davis
DATE: 11-1-08
ADDRESS: 2001 247th Pl NE
PROPERTY DESCRIPTION: 1311030140
(Ten-digit tax lot number or subdivision and lot number)

062

NAME (Print): Paul Zender
SIGNATURE:
DATE: 11/1/08
ADDRESS: 2200 247TH COURT NE
PROPERTY DESCRIPTION: 1311030340
(Ten-digit tax lot number or subdivision and lot number)

063

NAME (Print): THOMAS M. BOCK
SIGNATURE:
DATE: 11-1-08
ADDRESS: 2017 247TH PLACE NE
PROPERTY DESCRIPTION: 1311030160
(Ten-digit tax lot number or subdivision and lot number)

064

NAME (Print): Emerson Gressoeios
SIGNATURE:
DATE: 11-1-08
ADDRESS: 2009 247TH PLACE NE
PROPERTY DESCRIPTION: 1311030170
(Ten-digit tax lot number or subdivision and lot number)

065

NAME (Print): Lora Gates
SIGNATURE:
DATE: 11-1-08
ADDRESS: 2208 247th CT NE Sammamish 98074
PROPERTY DESCRIPTION: 1311030350
(Ten-digit tax lot number or subdivision and lot number)

066

NAME (Print): DAVE WATT
SIGNATURE: D WATT
DATE: 11-2-08
ADDRESS: 2237 247th PL NE
PROPERTY DESCRIPTION: 1311030020
(Ten-digit tax lot number or subdivision and lot number)

067

NAME (Print): LISA KENWORTHY
SIGNATURE: Lisa Kenworthy
DATE: 11/2/08
ADDRESS: 2234 246TH PLACE NE
PROPERTY DESCRIPTION: 1311030450
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

068
NAME (Print): SURENDRA SINGH
SIGNATURE: Surendra Singh
DATE: 11/2/08
ADDRESS: 2210 246th AVE NE
PROPERTY DESCRIPTION: 1311030420
(Ten-digit tax lot number or subdivision and lot number)

069
NAME (Print): MARTIN HARRISON
SIGNATURE: Martin Harrison
DATE: 11/02/08
ADDRESS: 2203 246th NE
PROPERTY DESCRIPTION: 1311030060
(Ten-digit tax lot number or subdivision and lot number)

070
NAME (Print): Che-Hung Yeh
SIGNATURE: Che-Hung Yeh
DATE: 11/2/08
ADDRESS: 2225 246th Place NE Sammamish, WA 98074
PROPERTY DESCRIPTION: 1311030030
(Ten-digit tax lot number or subdivision and lot number)

071
NAME (Print): DAS, MANUVIR
SIGNATURE: Manuvir Das
DATE:
ADDRESS: 24617 NE 22nd St. Sammamish, WA 98074
PROPERTY DESCRIPTION: 1311030090
(Ten-digit tax lot number or subdivision and lot number)

072
NAME (Print): Amy Wells
SIGNATURE: Amy Wells
DATE: 11-2-08
ADDRESS: 2202 246th PL NE, Sammamish, WA 98074
PROPERTY DESCRIPTION: 1311030410
(Ten-digit tax lot number or subdivision and lot number)

073
NAME (Print): MARK A. HOONOVER
SIGNATURE: Mark A. Hoonover
DATE: 11/2/08
ADDRESS: 2221 247TH PL NE, SAMM WA
PROPERTY DESCRIPTION: 1311030380
(Ten-digit tax lot number or subdivision and lot number)

074
NAME (Print): philip Kang
SIGNATURE: [illegible]
DATE: 11-2-08
ADDRESS: 2250 246th PL NE Sammamish WA 98074
PROPERTY DESCRIPTION: 1311030470
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

075

NAME (Print): [illegible]
SIGNATURE: [illegible] DATE: 11/5/08
ADDRESS: [illegible] NE
PROPERTY DESCRIPTION: 1311030460
(Ten-digit tax lot number or subdivision and lot number)

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

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

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

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

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076

NAME (Print): Sally Oveson
SIGNATURE: [illegible] DATE: 10-26-08
ADDRESS: 24838 NE 20th St
PROPERTY DESCRIPTION: 1311030260
(Ten-digit tax lot number or subdivision and lot number)

077

NAME (Print): Maithili Parasnis
SIGNATURE: [illegible] DATE: 10/26/08
ADDRESS: 24916 NE 20th Pl
PROPERTY DESCRIPTION: 1311030230
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

078
NAME (Print): DAN IUAHOFF
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 2045-250 PLACE N.E, SAMMAMISH 98074
PROPERTY DESCRIPTION: 1311040060
(Ten-digit tax lot number or subdivision and lot number)

079
NAME (Print): SCOTT BLACKBURN
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 2030-250TH PLACE NE. REDMOND WA 98074
PROPERTY DESCRIPTION: 1311040040
(Ten-digit tax lot number or subdivision and lot number)

080
NAME (Print): Shannon Rowe
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 2012 250TH PLACE NE
PROPERTY DESCRIPTION: 1311040020
(Ten-digit tax lot number or subdivision and lot number)

081
NAME (Print): Chris Heilborn
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 2006 250th PL NE
PROPERTY DESCRIPTION: 1311040010
(Ten-digit tax lot number or subdivision and lot number)

082
NAME (Print): Robin Belz
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 24917 NE 20th Place NE
PROPERTY DESCRIPTION: 1311030210
(Ten-digit tax lot number or subdivision and lot number)

083
NAME (Print): SHIRISH NADKARNI
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 24833 NE 20th ST SAMMAMISH, WA 98074
PROPERTY DESCRIPTION: 1311030200
(Ten-digit tax lot number or subdivision and lot number)

084
NAME (Print): [illegible] Johnson
SIGNATURE: [signature] DATE: 10/26/08
ADDRESS: 24818 NE 20th st
PROPERTY DESCRIPTION: 1311030280
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

085

NAME (Print): PETER OOSTERHOF
SIGNATURE: [signature] DATE: 10-26-08
ADDRESS: 24826 NE 20TH ST SAMMAMISH WA 98074
PROPERTY DESCRIPTION: 1311030270
(Ten-digit tax lot number or subdivision and lot number)

086

NAME (Print): Lisa Nason
SIGNATURE: Lisa Nason DATE: 10/30/08
ADDRESS: 2005 250th Place NE Sammamish, WA 98074
PROPERTY DESCRIPTION: 1311030220
(Ten-digit tax lot number or subdivision and lot number)

087

NAME (Print): Allyn Lynn
SIGNATURE: [signature] DATE: 10/29/08
ADDRESS: 24950 NE 20TH Street Sammamish, Wa 98074
PROPERTY DESCRIPTION: 1311030250
(Ten-digit tax lot number or subdivision and lot number)

088

NAME (Print): MEERAL MUGHAL 29th Oct '08.
SIGNATURE: [signature] DATE:
ADDRESS: 24851 NE 20th St
PROPERTY DESCRIPTION: 1311030240
(Ten-digit tax lot number or subdivision and lot number)

089

NAME (Print): Reid Adamson
SIGNATURE: [signature] DATE: 11/3/08
ADDRESS: 24817 NE 20th ST
PROPERTY DESCRIPTION: 1311030190
(Ten-digit tax lot number or subdivision and lot number)

090

NAME (Print): David Langston
SIGNATURE: [signature] DATE: 11/03/08
ADDRESS: 2058-250TH PLACE N.E.
PROPERTY DESCRIPTION: 1311040050
(Ten-digit tax lot number or subdivision and lot number)

091

NAME (Print): MARTIN J HOVENKOTTER
SIGNATURE: [signature] DATE: 11-07-08
ADDRESS: 24609 NE 22nd Street
PROPERTY DESCRIPTION: Sammamish WA 98074 #131103080
(Ten-digit tax lot number or subdivision and lot number)

Exhibit 3

092

NAME (Print): DAVID LIAO
SIGNATURE: DATE: 11-7-2008
ADDRESS: 2004 247th Place NE
PROPERTY DESCRIPTION: 1311030290
(Ten-digit tax lot number or subdivision and lot number)

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

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

NAME (Print):
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*

093

NAME (Print): Lisa Dale Lindenkamp
SIGNATURE: [signature] DATE: OCT 31, 2008
ADDRESS: 24601 NE 22nd ST Sammamish WA, 98074
PROPERTY DESCRIPTION: 1311030070
(Ten-digit tax lot number or subdivision and lot number)

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

* OWNER IS CURRENTLY OUT OF COUNTRY ON ASSIGNMENT IN INDIA; PETITION FORM WAS SCANNED AND EMAILED BACK TO US.

Exhibit 3

PETITION INDEX	PARCEL ID	STREET ADDRESS	OWNER NAME	ASSESED VALUE LAND + IMPR	COMMUNITY NAME
001	2325069115	24518 NE 27TH PL	THOMPSON BRETT C+TERRI L	$ 921,000	244TH NORTH
002	2325069117	24526 NE 27TH PL	GRIFFITHS GARY J+KIMBERLY J	$ 936,000	244TH NORTH
003	2325069033	24628 NE 27TH PL	MARTUCCI MICHAEL V+KAREN F	$ 955,000	244TH NORTH
004	2325069102	24531 NE 27TH PL	DUCHENE DOUGLAS P+THERESA L	$ 780,000	244TH NORTH
005	2325069114	24502 NE 27TH PL	ARCHER SHAWN+EMMA	$ 901,000	244TH NORTH
006	2325069113	24406 NE 27TH PL	BALTASAR GEORGE P+PERRY Q	$ 843,000	244TH NORTH
007	2325069032	24424 NE 27TH PL	CASE DAVID SEAN+MICHELE A	$ 992,000	244TH NORTH
008	2325069104	24421 NE 27TH PL	HANSEN J PETER+SARAH J	$ 654,000	244TH NORTH
009	2325069097	24425 NE 26TH ST	MORRITT KRIST+PAM	$ 596,000	244TH NORTH
010	2325069119	24620 NE 27TH PL	WOLFF GERALD K+CEDAR	$ 1,016,000	244TH NORTH
011	2325069103	24509 NE 27TH PL	ELLIOTT CHRISTOPHER S+DELLANN L	$ 716,000	244TH NORTH
012	2325069084	2840 244TH AVE NE	MILLER STEVE E	$ 718,000	244TH NORTH
013	2325069041	2602 244TH AVE NE	BERN LINDA	$ 521,000	244TH NORTH
014	2325069118	24600 NE 27TH PL	DAVIS JAMES+LISA	$ 894,000	244TH NORTH
015	3216000090	2413 246TH PL NE	WEHMEYER LEE D+CAROL L LIU	$ 590,000	DEVEREUX
016	3216000040	2403 245TH PL NE	SHRADER DALE G+LORRIE A	$ 579,000	DEVEREUX
017	3216000050	2415 245TH PL NE	WESTCOAT BRUCE A+TERESA E	$ 559,000	DEVEREUX
018	3216000080	2407 246TH PL NE	EDWARDS STEVEN+SANDRA L	$ 585,000	DEVEREUX
019	3216000010	2417 244TH PL NE	PRICE JERRY L	$ 588,000	DEVEREUX
020	3216000030	2404 244TH PL NE	GUERRETTE LEWIS C+LINDA M	$ 567,000	DEVEREUX
021	3216000020	2416 244TH PL NE	CHAPPELL DONALD R JR	$ 549,000	DEVEREUX
022	6134500100	2530 248TH TER NE	CHOKSHI ASHISH KISHORBHAI+MONA KOOLAR	$ 455,000	TRAILS AT CAMDEN PARK
023	6134500090	2524 248TH TER NE	CARLSON DENNIS A	$ 463,000	TRAILS AT CAMDEN PARK
024	6134500190	2509 248TH PL NE	MAREDDY MANGAMMA+ SUDHAKAR R	$ 466,000	TRAILS AT CAMDEN PARK
025	6134500010	2408 248TH PL NE	HARPER DEBBI W+BRIAN T	$ 435,000	TRAILS AT CAMDEN PARK
026	6134500240	24810 NE 25TH ST	SHENAI RANJIT P+RASHMI R	$ 430,000	TRAILS AT CAMDEN PARK
027	6134500230	24816 NE 25TH ST	SPANE GREG B+MOLLY J	$ 466,000	TRAILS AT CAMDEN PARK
028	6134500200	2503 248TH PL NE	DETMER SCOTT F	$ 435,000	TRAILS AT CAMDEN PARK
029	6134500080	2518 248TH TER NE	ANUMALASETTY VENKATA	$ 426,000	TRAILS AT CAMDEN PARK
030	6134500060	2506 248TH TER NE	DILLINGHAM BENJAMIN C+KELLY	$ 455,000	TRAILS AT CAMDEN PARK
031	6134500110	2536 248TH TER NE	WUTHERICH SPENCER	$ 414,000	TRAILS AT CAMDEN PARK
032	6134500120	2542 248TH TER NE	REES MICHAEL & KATRINA	$ 436,000	TRAILS AT CAMDEN PARK
033	6134500130	2548 248TH TER NE	HART MICHAEL & STACY	$ 466,000	TRAILS AT CAMDEN PARK
034	6134500160	2527 248TH PL NE	PARTHASARATHY KRASHNA+LALITH GOMATHINAYAGAM	$ 436,000	TRAILS AT CAMDEN PARK
035	6134500260	2522 248TH PL NE	SARVAIYA DIGPALSINH+MEGHNA	$ 463,000	TRAILS AT CAMDEN PARK
036	6134500170	2521 248TH PL NE	DETRICK MICHAEL O	$ 466,000	TRAILS AT CAMDEN PARK
037	6134500180	2515 248TH PL NE	DANNEMILLER JASON	$ 415,000	TRAILS AT CAMDEN PARK
038	6134500070	2512 248TH TER NE	DANIEL TRAVIS B+CARRIE L	$ 414,000	TRAILS AT CAMDEN PARK
039	6134500050	2500 248TH TER NE	GRIGOREANU IOAN F	$ 466,000	TRAILS AT CAMDEN PARK
040	6134500030	24815 NE 25TH ST	HANSON ALLISON D+BARRETT A	$ 463,000	TRAILS AT CAMDEN PARK
041	6134500250	2516 248TH PL NE	BALD MARTIN L+PAULINE S FOO	$ 466,000	TRAILS AT CAMDEN PARK
042	6134500150	2533 248TH PL NE	JACKSON LEROY S III+KARRIN	$ 436,000	TRAILS AT CAMDEN PARK
043	6134500020	24809 NE 25TH ST	SINGH INDERJIT+GHOTRA AMAND	$ 414,000	TRAILS AT CAMDEN PARK
044	6134500210	2419 248TH PL NE	YERAK WILLIAM A	$ 414,000	TRAILS AT CAMDEN PARK
045	1311030370	2220 247TH CT NE	TOOMBS CHRISTOPHER+ELIZABET	$ 917,000	CAMDEN PARK
046	1311030330	2036 247TH PL NE	DIXON BRENDAN+KIM	$ 834,000	CAMDEN PARK
047	1311030150	2033 247TH PL NE	SPIRO ROBERT D+SPIRO DIANNE	$ 917,000	CAMDEN PARK
048	1311030130	24649 NE 22ND ST	MOSS SCOTTIE+ALICIA M	$ 896,000	CAMDEN PARK
049	1311030400	2205 247TH CT NE	HORN SCOTT L+KELLY L	$ 812,000	CAMDEN PARK
050	1311030320	2028 247TH PL NE	POLLIS STEVEN G+KELCE DENISE F	$ 952,000	CAMDEN PARK
051	1311030100	24625 NE 22ND ST	OVERHOLT JOHN O+MELISSA R	$ 802,000	CAMDEN PARK
052	1311030360	2214 247TH CT NE	SANFORD BYRNE C+SUSAN L	$ 949,000	CAMDEN PARK
053	1311030110	24633 NE 22ND ST	DELUCIA ROBERT+CAROL	$ 850,000	CAMDEN PARK
054	1311030180	2001 247TH PL NE	LYNCH MICHAEL CLIFFORD+ELLE	$ 917,000	CAMDEN PARK
055	1311030040	2219 246TH PL NE	LOWE GLEN H+KARI L	$ 867,000	CAMDEN PARK
056	1311030310	2020 247TH PL NE	WOLK DANA S+KIMBERLY A	$ 821,000	CAMDEN PARK
057	1311030390	2213 247TH CT NE	BONTRAGER ANTHONY+MARILYN	$ 846,000	CAMDEN PARK
058	1311030050	2211 246TH PL NE	LUAN BILL Y+JEAN Q	$ 806,000	CAMDEN PARK
059	1311030440	2226 246TH PL NE	HEMPHILL CHARLES T	$ 796,000	CAMDEN PARK
060	1311030010	2249 246TH PL NE	CRISTY J THOMAS+MARY C	$ 868,000	CAMDEN PARK
061	1311030140	2041 247TH PL NE	DAVIS RANDY B+CHARLOTTE A	$ 941,000	CAMDEN PARK
062	1311030340	2200 247TH CT NE	ZENDER DONALD D+LINDA A	$ 896,000	CAMDEN PARK
063	1311030160	2017 247TH PL NE	BOCK THOMAS M	$ 808,000	CAMDEN PARK
064	1311030170	2009 247TH PL NE	GREGORIOS EMERSON+ANGELEIGH	$ 858,000	CAMDEN PARK
065	1311030350	2208 247TH CT NE	GATES DANIEL P+LORA D	$ 975,000	CAMDEN PARK
066	1311030020	2237 246TH PL NE	WAHL DAVID A+ANN B	$ 797,000	CAMDEN PARK
067	1311030450	2234 246TH PL NE	KENWORTHY CHRIS W+LISA A	$ 889,000	CAMDEN PARK
068	1311030420	2210 246TH PL NE	SINGH SURENDRA+ANJALI	$ 900,000	CAMDEN PARK
069	1311030060	2203 246TH PL NE	HARRISON MARTIN A	$ 834,000	CAMDEN PARK
070	1311030030	2225 246TH PL NE	YEH CHE HUNG+IEHWEE NG	$ 898,000	CAMDEN PARK
071	1311030090	24617 NE 22ND ST	MANUVIR DAS+PAYAL GOORHA	$ 952,000	CAMDEN PARK
072	1311030410	2202 246TH PL NE	WELLS TODD A	$ 834,000	CAMDEN PARK
073	1311030380	2221 247TH CT NE	SCHOONOVER MARK A+DEBRA M	$ 917,000	CAMDEN PARK
074	1311030470	2250 246TH PL NE	KANG PHILIP S+JULIANA K	$ 858,000	CAMDEN PARK
075	1311030460	2242 246TH PL NE	ANDREWS DOUGLAS L P+ANDREWS	$ 830,000	CAMDEN PARK
076	1311030260	24838 NE 20TH ST	OVESON SCOTT C+SALLY C	$ 1,807,000	CAMDEN PARK
077	1311030230	24916 NE 20TH PL	PARASNIS ABHAY+MAITHILI	$ 1,509,000	CAMDEN PARK
078	1311040060	2045 250TH PL NE	IVANOFF DANIEL J+LAURIE A	$ 1,161,000	CAMDEN PARK
079	1311040040	2030 250TH PL NE	BLACKBURN SCOTT H+ANGELA B	$ 2,209,000	CAMDEN PARK
080	1311040020	2010 250TH PL NE	ROWE SHANNON MOSHIER	$ 2,080,000	CAMDEN PARK
081	1311040010	2006 250TH PL NE	HEIDORN CHRISTOPHER+MICHELE	$ 2,306,000	CAMDEN PARK

Exhibit 4

EXHIBIT 'A'
ANNEXATION
LEGAL DESCRIPTION

The North Half, of the Northwest Quarter, of Section 26, Township 25 North, Range 6 East, W.M.;

TOGETHER WITH, the West Half ,of the Southwest Quarter, of Section 23, Township 25 North, Range 6 East, W.M.;
EXCEPT the North 210 feet thereof;

ALSO TOGETHER WITH the Plat of North Camden, recording number 20010508001276, records of King County, Washington, lying within the Southwest Quarter, of Section 23, Township 25 North, Range 6 East, W.M.;
EXCEPT Sensitive Area Tract 'F' thereof;

ALSO TOGETHER WITH that portion of the Southeast quarter, of Section 22, Township 25 North, Range 6 East, W.M. lying Easterly of the Easterly right-of-way of 244th Avenue N.E.

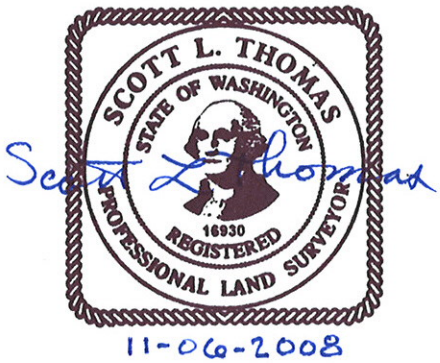

Exhibit 3

CITY COUNCIL AGENDA BILL

Subject:
Ordinance: Second Reading Modifications to the existing City of Sammamish Municipal Code Chapter 16.05.030: Construction Hours.

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works Department

Clearances:

☐ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

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

Action Required:
Council review and motion to pass proposed Ordinance.

Exhibits:
1. Draft Ordinance

Budgeted Amount: Not applicable

Summary Statement:

This ordinance provides modifications to the existing City of Sammamish Municipal Code Chapter 16.05.030 to allow the City Manager the authority to exempt certain construction activities from the allowable construction hours when doing so minimizes public impact and delay.

Background/Justification:

The hours of construction allowed by the existing City of Sammamish Code are set to minimize disruptions and inconvenience to the citizens of Sammamish. There are some atypical occasions that the citizens of Sammamish experience increase impacts or delays by following the allowable hours.

Examples are typically during summer months and typically are related to work being done in the public right of way requiring traffic control. A specific example is when utility work has been done on a low volume street and the contractor has the ability to

complete the work entirely within one day if the construction hours were extended minimally in one direction; verses two days if the contractor is required to follow the existing hour restrictions.

Additionally, as the City expands the arterial paving program there may be some streets that if paved on the weekends, it will minimize traffic impacts and delays during the week. This would typically apply to higher volume streets.

The first reading of the proposed ordinance was presented to Council on December 2, 2008. Based on the feedback received at that meeting, staff has revised the ordinance to include some additional notification requirements if an exemption to the standard construction hours is granted.

Financial Impact:

None.

Recommended Motion:

Move to adopt the proposed Ordinance.

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2008-___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON AMENDING CITY CODE CHAPTER 16.05.030 HOURS OF CONSTRUCTION

WHEREAS, Chapter 16.05.030 establishes the allowable construction hours within the city limits of Sammamish; and

WHEREAS, the intent of Chapter 16.05.030 is to minimize disruptions, impacts such as noise, and inconveniences to the public; and

WHEREAS, there are occasions that the overall public impact and inconvenience could be minimized by providing exceptions to the allowable hours of construction; and

NOW, THEREFORE, the City Council of the City of Sammamish, Washington, do ordain as follows:

Amendment of SMC 16.05.030, Hours of construction. Sammamish Municipal Code Section 16.05.030 is hereby amended to read as follows (changes are italicized and underlined for emphasis):

16.05.030 Hours of construction

Except as *approved by the City Manager, or designee, to minimize overall public impact and/or inconvenience or* otherwise provided in this chapter, the activities and construction noise regulated by this chapter shall be limited to the following hours:

(1) Monday through Friday: 7:00 a.m. to 8:00 p.m.

(2) Saturday and holidays: 9:00 a.m. to 6:00 p.m.

(3) Sundays: No construction

When an exception is granted by the City Manager, or Manager's designee, a notice that an exception has been granted shall be provided to affected property owners/residents and to the Police Department. Notice may be provided by one or more of the following methods: verbal; written; or by posted signage. The method or methods used shall depend upon the scope and duration of the exception.

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

CITY OF SAMMAMISH

_____
Lee Fellinge, Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce Disend, City Attorney

Filed with the City Clerk: November 25, 2008
First Reading: December 2, 2008
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

Subject:
SE 20th Street Non-Motorized Improvement Project Resolution to Adopt the Preferred Preliminary Design Alternatives

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

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

Action Required:

- Adopt Resolution on Preferred Preliminary Design Alternatives for the SE 20th Street Non-Motorized Improvement Project.

Exhibits:

1) Resolution R2008-XXX-
2) Exhibit "A"

Budgeted Amount: Money for this capital project is budgeted in the Non-Motorized Transportation Improvement Program (340-404-595-62-62-00). The City Council's 2008 amended budget contains a total of $150,000 appropriated for Non-Motorized Transportation. The City Council's 2009 adopted budget contains a total of $2,430,000 appropriated for Non-Motorized Transportation.

Summary Statement:

The purpose of the SE 20th Street Non-Motorized Improvement Project is to improve pedestrian and bicycle safety along this collector road from 212th Avenue SE to 228th Avenue SE. The project team has identified several design alternatives that would achieve these goals. The resolution as shown in Exhibits 1 and 2 will allow the project team to develop final engineering documents for environmental permitting and construction bidding.

Background:

On October 7, 2008, the City Council approved the contract with *the Transpo Group* for engineering consulting services for the design of non-motorized improvements on SE 20th Street. This contract allowed staff to develop several design alternatives that were illustrated and discussed with local residents during the second public meeting for the project held on December 3, 2008. The second public meeting was well attended with 55 residents,

comprising about 25% of residents who use SE 20th Street for access via driveway, private drive, or local side street.

At the December 15, 2008 City Council study session, staff presented in detail various design alternatives for SE 20th Street improvements. Staff shared with Council a recommended alternative based on safety, environmental impacts, cost, and public opinion gathered at the second public meeting. The City Council selected (some alternative or variation of alternative) that is attached in Exhibit "A".

Financial Impact:

It is anticipated that $150,000 from the 2008 budgeted funds for Non-Motorized Transportation will be spent this year. The City Council has budgeted $2,430,000 for Non-Motorized Transportation projects in 2009. Engineering design services for this project will be $300,000 of the total project cost.

The adoption of the resolution on the preferred design alternatives for non-motorized improvements on SE 20th St will have no direct financial impact on the Non-Motorized Transportation budget.

Recommended Motion:

Move to adopt Resolution R2008-348 on the preferred design alternatives for non-motorized improvements on SE 20th Street.

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2008-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON ADOPTING THE PREFERRED PRELIMINARY DESIGN ALTERNATIVE FOR THE SE 20TH STREET NON-MOTORIZED IMPROVEMENT PROJECT

WHEREAS, the City Council has identified SE 20th Street as a high priority project needing non-motorized improvements; and

WHEREAS, several design alternatives are available to meet non-motorized improvement goals on SE 20th Street; and

WHEREAS, public input has been provided as a critical part of the preliminary design; and

WHEREAS, the City Council desires to select preferred design alternative to guide the final engineering design;

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

The Sammamish City Council hereby adopts the preferred design alternative for the SE 20th Street Non-Motorized Improvement Project which is attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF DECEMBER 2008.

CITY OF SAMMAMISH

_____
Mayor Lee Fellinge

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008
Passed by the City Council:
Resolution No.: R2008

Exhibit 2

Exhibit “A”

[WILL BE SUBMITTED AT DECEMBER 16, 2008 CITY COUNCIL MEETING BASED ON DECISIONS MADE DURING DECMEBER 15 COUNCIL STUDY SESSION]

CITY COUNCIL AGENDA BILL

Subject:
East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place – Award of Construction Contract

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place project and administer a construction contingency.

Exhibits:
1. (none)

Budgeted Amount: $15,866,500 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place roadway improvement project.

The project provides for the widening of East Lake Sammamish Parkway NE (ELSP) from the NE Inglewood Hill Road intersection to just south of NE 28th Place. The roadway will be widened to three lanes with either a center turn lane or raised median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities are integrated into the roadway improvements as well as a reconfiguration of the NE Inglewood Hill Road signalized intersection. Roadway illumination will be provided at street intersections and crosswalks.

Bids are scheduled to be opened on December 16, 2008. Prior to recommending award to the City Manager, Staff will conduct due diligence for the lowest responsible bidder including performing reference checks and reviewing the bid documents for errors.

Background:

This project is being implemented to satisfy the concurrency policy requirements established in the Comprehensive Plan. The improvements to be constructed have been included on the City's Six Year Transportation Improvement Program since incorporation in 1999.

A summary of previous Council actions, presentations given to Council and public involvement associated with the ELSP project is listed below.

Public Involvement Summary

Date	Approximate Attendance	Topic
April 6, 2005	85	Open House – Project Introduction/Goals
June 22 & 23, 2005	40	Design Charrette – Develop Concepts
August 10, 2005	60	Open House - Review design concepts developed at Design Charrette
May 24, 2006	90	Open House - Update on the Preferred Concept & preliminary Environmental Analysis
November 5, 2008	38	Informational Meeting - Learn about the Construction Phase and review contract plans

City Council Action History

Date	Council Action
April 19, 2000	Adopt Interim 2001-2006 TIP, R2000-46
August 1, 2001	Adopt 2002-2007 TIP, R2001-81
June 18, 2002	Adopt 2003-2008 TIP, R2002-115
July 22, 2003	Adopt 2004-2009 TIP, R2003-149
June 15, 2004	Adopt 2005-2010 TIP, R2004-172
February 1, 2005	Authorize Contract with Perteet, Inc. for Preliminary Engineering & Environmental Review of project corridor
July 12, 2005	Adopt 2006-2011 TIP, R2005-202
July 19, 2005	Authorize Contract Amendment with Perteet, Inc. for NEPA-level Environmental Documentation
November 7, 2006	Adopt 2007-2012 TIP, R2006-253

(continued)

Date	Council Action
June 19, 2007	Adopt 2008-2013 TIP, R2007-280
January 8, 2008	Accept Design Report for project corridor and Authorize Contract with Perteet, Inc. for Final Design for initial segment
July 15, 2008	Adopt 2009-2014 TIP, R2008-340

City Council Update Summary

Date	Topic
February 6, 2005	Sought Council input on project goals & objectives
September 13, 2005	Summarized August '05 Open House - "What we heard"
November 1, 2005	Responded to questions from 9/13 presentation; reported on split alternative
May 16, 2006	Presented preferred alternative to bring into environmental analysis
March 19, 2007	Presented summary of Environmental Analysis
May 15, 2007	Summarized public involvement, council updates, and environmental analysis
November 13, 2007	Demonstrated why the preferred concept is the recommended engineering solution
November 20, 2007	Demonstrated why the preferred concept is the recommended engineering solution
January 8, 2008	Responded to Council and citizen questions; Demonstrated why the preferred concept is the recommended engineering solution
February 12, 2008	Presented design options for walls and landscaping; reviewed traffic modeling results for Inglewood Hill Rd intersection
November 18, 2008	Reviewed material presented at January 8, 2008 meeting; affirmed staff's recommendation to proceed with project

Financial Impact:

The cost of this work is included in the adopted budget for this project and was an anticipated expense for this project. The construction work will occur in 2009. A total of $16,345,328 is included in the remaining 2008 adjusted budget and 2009 budget for the completion of this project. Construction costs including construction management/inspection/design support and construction contingency are estimated to be $15,646,429. Remaining liabilities from 2008 are estimated at $225,409, resulting in a budget surplus of $473,490.

$	16,345,328	Available Project Budget
$	12,500,000	Construction Contract
$	1,250,000	Construction Contingency (10%)
$	1,896,429	Construction Management & Design Support Contract
$	215,409	Remaining Final Design Contract
$	10,000	Anticipated remaining 2008 expenses
$	473,490	Budget Reserve

Currently there is a favorable bidding climate and the City anticipates receiving bids below the Engineer's estimate. The construction contract includes constructing utility improvements for Sammamish Plateau Water Sewer District and Northeast Sammamish Sewer and Water District. The approximate cost of these improvements is $300,000. Interlocal Agreements with each of the above utilities specify full reimbursement to the City for these utility improvements. Council approval of these Interlocal Agreements is included in a separate Agenda Bill scheduled for action at the December 16th meeting.

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place project for an amount not to exceed $ 12,500,000 and administer a construction contingency for an amount not to exceed $1,250,000.

CITY COUNCIL AGENDA BILL

Subject:
East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place – Phase 1 Construction Management, Observation, and Design Support

Meeting Date: December 16, 2008

Date Submitted: December 10, 2008

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute a Contract Agreement with Perteet Inc. to provide Professional Services for this project.

Exhibits:
1. Local Agency Standard Consultant Agreement and associated Exhibits

Budgeted Amount: $15,866,500 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

Summary Statement:

The Public Works Department is seeking the services of Perteet to provide construction management, construction observation, and construction design support for the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place roadway improvement project.

The Federal Funding included with this project requires extensive construction documentation and reporting. The Public Works department does not have the resources or expertise to perform this required work. Federal Funding requirements also specify the use of the Washington State Department of Transportation Local Agency Standard Consultant Agreement in place of the City's standard Contract Agreement.

Background:

The project provides for the widening of East Lake Sammamish Parkway NE (ELSP) from the NE Inglewood Hill Road intersection to just south of NE 28th Place. The roadway will be widened to three lanes with either a center turn lane or raised median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities are integrated into the roadway improvements as well as a reconfiguration of the NE Inglewood Hill Road signalized intersection. Roadway illumination will be provided at street intersections and crosswalks.

This Contract Agreement covers the following tasks:

- Work Element 1: Project Planning & Management
- Work Element 2: Construction Administration
- Work Element 3: Construction Observation
- Work Element 4: Earthwork Observation & Material Testing
- Work Element 5: Structural Review & Assistance
- Work Element 6: Landscape Review & Assistance
- Work Element 7: Public Outreach & Media Relations
- Work Element 8: On-Call Construction Design Support
- Work Element 9: Wetland Mitigation Observation & Assistance

(Additional project background is included in the ELSP Construction Authorization agenda bill also included in the December 16 agenda.)

Financial Impact:

The cost of this work is included in the adopted budget for this project and is an anticipated expense for this project. The construction work will occur in 2009. A total of $16,345,328 is included in the remaining 2008 adjusted budget and 2009 budget for the completion of this project. Construction costs including construction management/inspection/design support and construction contingency are estimated to be $15,646,429. Remaining liabilities from 2008 are estimated at $225,409, resulting in a budget surplus of $473,490.

$	16,345,328	Available Project Budget
$	12,500,000	Construction Contract
$	1,250,000	Construction Contingency (10%)
$	1,896,429	Construction Management & Design Support Contract
$	215,409	Remaining Final Design Contract
$	10,000	Anticipated remaining 2008 expenses
$	473,490	Budget Reserve

Recommended Motion:

Move to authorize the City Manager to execute a Contract Agreement with Perteet Inc. for an amount not to exceed $1,896,429 for Professional Services for this project in association with the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 28th Place project.

Exhibit 1

Local Agency Standard Consultant Agreement

☒ Architectural/Engineering Agreement
☐ Personal Services Agreement

Agreement Number

Federal Aid Number

Agreement Type (Choose one)

☐ **Lump Sum**
Lump Sum Amount $ _____

☐ **Cost Plus Fixed Fee**
Overhead Progress Payment Rate _____%
Overhead Cost Method
☐ Actual Cost
☐ Actual Cost Not To Exceed _____%
☐ Fixed Rate _____%
Fixed Fee $ _____

☒ **Specific Rates Of Pay**
☒ Negotiated Hourly Rate
☐ Provisional Hourly Rate

☐ **Cost Per Unit of Work**

Consultant/Address/Telephone

Perteet, Inc.
2707 Colby Avenue Suite 900
Everett, WA 98201
Tel. 425/252-7700 Fax. 425/339-6018

Project Title And Work Description

East Lake Sammamish Parkway Improvements
NE Inglewood Hill Rd. to 187th Ave. NE
Construction Observation and
Construction Administration Services

DBE Participation
☐ Yes ☒ No _____%

Federal ID Number or Social Security Number
91-1505037

Do you require a 1099 for IRS?
☐ Yes ☒ No

Completion Date
60 Days Following Substantial Completion of Project

Total Amount Authorized $ **1,796,429**

Management Reserve Fund $ **100,000**

Maximum Amount Payable $ **1,896,429**

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – DBE Participation – not applicable
Exhibit "C" – Electronic Exchange of Engineering and Other Data
Exhibit "D" – Payment (by Agreement Type)
Exhibit "E" – Consultant Fee Determination
Exhibit "F" – Consultant Hourly Rate Sheet
Exhibit "G" – Subcontract Work/Fee Determination
Exhibit "H" – Title VI Assurances
Exhibit "I" – Payment Upon Termination of Agreement
Exhibit "J" – Alleged Consultant Design Error Procedures
Exhibit "K" – Consultant Claim Procedures
Exhibit "L" – Liability Insurance Increase – not applicable
Exhibit "M" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of **City of Sammamish**, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistant of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meeting requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A".

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assigned contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C".

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, suppliers, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown in Exhibit "G".

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner, as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contracts, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, of disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right to appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) The AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the Stage Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.
B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars ($2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars ($1,000,000).
C. Vehicle liability insurance for any automobile used in an amount not less than one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive, and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions and the Use of Federal Funds for Lobbying and Exhibit "m-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over $100,000 and Exhibit "M-4" is required only in AGREEMENTS over $500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and t he parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Exhibit 1

By _____ By _____

Consultant **PERTEET, INC.** Agency **CITY OF SAMMAMISH**

EXHIBIT A
Scope of Services

City of Sammamish
East Lake Sammamish Parkway Improvements
Construction Observation & Administration Services

INTRODUCTION

This project involves the arterial improvements to East Lake Sammamish Parkway project from NE Inglewood Hill Rd to approximately NE 28th Place.

Final plans and contract documents have been completed for the improvements. A preliminary construction critical path schedule was prepared during the design phase indicating that the project will require a 220 working day construction schedule.

Perteet Inc. (Consultant) will provide construction observation and administration services for the City of Sammamish (The City).

Consultant will endeavor to protect the City of Sammamish against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences, procedures for safety precautions and programs in connection with the work.

GENERAL SCOPE OF SERVICES

This agreement includes professional services to provide construction observation and administration services for the East Lake Sammamish Parkway Improvements project.

Provided below is a description of services to be provided by Perteet, Inc. and subconsultants for the Construction Management services for the East lake Sammamish Parkway project.

Federal funds will be used in the construction of the project. Accordingly, the procedures outlined in the WSDOT Local Agency Guidelines (LAG manual) will be used during this project. The following is a description of services to be provided by Perteet, Inc. (PI) and subconsultants, including AECOM (formerly DMJM), Hough, Beck and Baird (HBB), GeoEngineers, HWA Geosciences (HWA), and Shannon & Wilson.

Construction Observation & Administration Services

This scope of work describes the Work Elements to be accomplished by the CONSULTANT as summarized under each work element. This scope consists of the following work elements.

WORK ELEMENT 1: PROJECT PLANNING & MANAGEMENT

WORK ELEMENT 2: CONSTRUCTION ADMINISTRATION

WORK ELEMENT 3: CONSTRUCTION OBSERVATION

WORK ELEMENT 4: EARTHWORK OBSERVATION & MATERIAL TESTING

WORK ELEMENT 5: STRUCTURAL REVIEW & ASSISTANCE

WORK ELEMENT 6: LANDSCAPE REVIEW & ASSISTANCE

WORK ELEMENT 7: PUBLIC OUTREACH & MEDIA RELATIONS

WORK ELEMENT 8: ON-CALL CONSTRUCTION DESIGN SUPPORT

WORK ELEMENT 9: WETLAND MITIGATION OBSERVATION & ASSISTANCE

SCOPE OF SERVICES DEFINED

Construction Observation & Administration Services

The scope of services by the Consultant for the federally funded East Lake Sammamish Parkway Improvements project is summarized below. These services will include project management, contract administration, meetings and correspondence, review of submittals and field survey work for the City as required for the construction of the project, as detailed below.

General Assumptions

- The attached budget for the services detailed below is based on the services of full-time construction observation and administration based on a 220 working day schedule, working up to 6-days a week and up to 10 hour a day (60-hour work weeks).
- Construction survey is provided by the Contractor per the Contract Provisions. The Consultant's survey crew will provide any necessary survey checks or initial staking per the Contract Provisions and as directed by the Resident Engineer (RE).
- The Contractor will provide a field office for the Construction Management team as specified in the Contract Documents.
- Construction documentation will be prepared using WSDOT forms from the Local Agency Guidelines (LAG) manual in anticipation of a post-project audit by WSDOT; Perteet will facilitate the post-project WSDOT audit if conducted by WSDOT.
- The project is a Federally Aided project that includes DBE & Training requirements. Record keeping will be as required for Certified Agency (CA) compliance for Federally Funded Projects.
- The level of effort for each task is limited to the amount of labor and expenses indicated in the attached budget. Additional effort beyond these limits will be considered Extra Work.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant team's control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required and unforeseen conditions at the site. Allowance for multiple submittals due to unacceptable quality of the submittals is not included in the Labor Hours estimate.

1. PROJECT ADMINISTRATION & MANAGEMENT

1.1. Provide project management of the Consultant team. This will include:

- Project staff management and coordination with outside subconsultants and services
- Control of project budget and schedule

- Preparation of monthly invoices and progress reports.

1.2. Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.

1.3. Prepare a detailed work plan.

1.4. Close project and coordinate archiving of project material.

2. CONSTRUCTION ADMINISTRATION

2.1. Project File/Records, Training, Schedule Review, and Management Setup

2.2. Organize and facilitate the project Preconstruction Conference and coordinate meeting facility and meeting date with the City. The Consultant will prepare the meeting agenda and meeting notes and distribute PDF copies of meeting minutes to all attendees within 2 days. The Consultant will also prepare and distribute required forms for the project's federal aid.

2.3. Process and Review Submittals. Receive and log all Construction Contractor submittals. Maintain a submittal tracking system to assure timely responses and minimize potential delays. Transmit submittals to Perteet office staff and City for review. Return submittals to the Construction Contractor upon completion of the review process. Maintain submittals files. In addition to the submittal process, provide initial overview evaluation and screening of submittals, prior to transmitting to City for review, in order to confirm whether submittals are generally complete and appear to be generally acceptable.

2.4. Interpretation of Contract Documents. Receive and log all requests for information (RFIs) from the Construction Contractor. Transmit to Perteet and City for responses regarding design details. Return to the Construction Contractor upon completion of review within 24 hours if designer input is not needed and within 48 hours if designer input is needed. Coordinate evaluation and approval of significant design deviations. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

2.5. Perteet will review all Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Directives as required. Up to forty (40) change orders or work directives are included in the budget.

2.6. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Construction Contractor, prepare necessary documentation of material substitutions.

2.7. Coordinate City staff, assistants and contracted testing sub-contractors for construction observation/testing services.

2.8. Progress Payment Requests. Review Construction Contractor's monthly progress payment requests and submit to the City for approval and payment. Maintain a weekly-updated "cost-to-complete" log for City review.

2.9. Weekly meetings. Prepare weekly project meeting agendas and conduct regularly scheduled meetings with the Construction Contractor to review the progress of the work and identify and address field problems as they occur. Record reports of any significant concerns and problems and forward to the Perteet design team and City. Prepare meeting minutes, and distribute PDF copies of minutes to attendees within 2 days. Review and comment on Contractor provided task/outstanding issues list on a weekly basis.

2.10. Construction Contractor Claims or Protests. Monitor the project for potential claims or protests by the Construction Contractor. Advise Perteet design team and City of potential claims. Maintain separate files for potential claims.

2.11. Monitor Construction Contractor Construction Schedule. Monitor Construction Contractor's compliance with construction schedule based upon monthly CPM updates submitted by the Construction Contractor. Assist Perteet design team and City in verification, documentation, and/or negotiation of time extensions requested by the Construction Contractor. Evaluate potential schedule impacts of all change order work.

2.12. Provide Material Documentation as follows:

2.12.a. Contractor Submitted request for approval of material sources and Qualified Products List (QPL) Data Sheets to determine compliance with WSDOT Record of Materials

2.12.b. Maintain files for individual bid item compliance for material documentations.

2.13. Monitor subcontractor DBE requirements to verify DBE goals are being met. Coordinate quarterly reporting of DBE goals to Local Programs.

2.14. Contractor Training Program will be monitored on a monthly basis to ensure that the Contractor is following proper training procedures established under federal guidelines.

2.15. Track and Maintain File for Force Account Work as follows:

2.15.a. Record and maintain file of Contractor supplied labor and equipment time.

2.15.b. Calculate force account work based on WSDOT/AGC Blue Book Rental Agreement or equivalent means for determination of rates.

2.16. Maintain files. Maintain orderly electronic records and files at the job site. These records and files may include, but not be limited to:

- Daily reports
- Preconstruction and construction progress photos and videotapes

- Updated contract documents, including drawings, addenda, proposal, general provisions, special provisions, submittals and change orders
- Test reports and material records documentation
- Transmittal records
- Record of weather and wet days
- Construction Contractor payment requests and prevailing wage certifications
- Submittal transmittal records
- Construction correspondence
- Project photographs

Standard forms will be used for records and reporting procedures. At completion of the work, and prior to final acceptance, provide the City with all completed field books, project daily reports, summary tabulations of all installed bid breakdown quantity items, all filed notes, and other job records as listed (electronic files).

2.17. Formal Acceptance, Review and Recommendation. Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work. Include review of the requests for extension of time by the Construction Contractor. Include recommendation for assessment of liquidated damages, if applicable.

2.18. Prepare documents to assure the project is administered in accordance with Federal, State, and/or funding agency requirements, including those of the Washington State Department of Ecology.

2.19. Employee Interviews. Perform employee interviews and review certified payroll for compliance.

2.20. Summary of Office Administration (Record Keeping):

Assist the City in providing documents and records of general compliance. It has been noted that this project includes federal funds. Therefore, it is assumed that record keeping will be consistent with Local Agency Guidelines. Items of work may include the following:

1. Recommend approval of Progress Schedule.
2. Recommend approval of working drawings.
3. Assist with preparation, and recommend approval of, periodic requests for payment submitted by the Construction Contractor.
4. Obtain Request to Sublet.
5. Track and submit to Local Programs Contractors quarterly reports for DBE participation.
6. Obtain and approve Request for Material Sources.

7. Maintain record of earth, gravel, concrete, and asphalt delivery tickets (if required) that are collected by the Field Representative.
8. Collect Manufacture's Certificates of Compliance.
9. Prepare any suspension letters and letters acknowledging substantial completion and final completion for City approval.
10. Prepare Notice to Proceed letter to contractor for City signature.
11. Obtain Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid.
12. Prepare any change orders for City signature.
13. Collect test reports from the materials testing lab for compliance with the information given in the contract documents.
14. Complete Manufacturer's Certificate of Compliance Checklist.
15. Track training requirements.
16. Track DBE requirements.
17. Track force account costs.

3. CONSTRUCTION OBSERVATION

Provide the services of one full-time Resident Engineer and three full-time experienced Construction Observers on the project site who will observe the technical conduct of the construction, including providing day-to-day contact with the Contractor and the City.

3.1. Provide on-site observation and monitoring to observe the technical conduct and progress of the construction. The Construction Observers shall not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.

3.2. Project Daily Report. Prepare daily construction reports, detailing the Construction Contractor's operations performed for each day, records decisions and observations of a general or specific nature in chronological order. Measure quantities of materials installed, log equipment and staff used, and other related items.

3.2.a. Verify in the daily report that the Contractor is working with the proper traffic control plans.

3.2.b. Document work being done on a force account basis.

3.2.c. Verify that RAMS form is in place prior to material being used on site.

3.3. Coordinate Testing and Inspection. Coordinate report and log the results for field sampling, field testing, and laboratory testing of soils, aggregates and concrete to determine compliance of those materials with construction contract requirements. In

those instances where unsatisfactory test results are obtained, follow through with notification of the construction contractor and retesting of the materials after corrections are made.

3.4. Prepare field note records and documents to assure the project is administered in accordance with Federal, State and/or other funding agency requirements, including requirements of the Washington State Department of Ecology.

3.5. Progress Payment Verification. Review Construction Contractors' monthly payment requests. Collect and tabulate all quantity delivery tickets. Verify construction Contractor's estimates of completion levels. Maintain record of all quantity calculations and substantive certifications and provide copies of such record to the City.

3.5.a. Ensure that Manufactures Certifications and Certifications of Materials origins are received prior to payment.

3.5.b. Verify acceptance sampling and testing frequencies reflect the actual quantities used.

3.5.c. Track and tabulate ticket items. As necessary collect and tabulate scaleman's daily report and scale certification.

3.5.d. Track and record concrete suppliers certificate of compliance with cement certification number.

3.6. Photographs. Take construction photographs/video tapes and progress photographs of construction activities on a daily basis to document progress of the work and job site conditions encountered and video documentation of project prior to start of construction.

3.7. Final Review and Inspection. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (i.e., "Punch list"). After substantial completion of the project, verify completion of the punch list.

3.8. Record drawings. Review the Construction Contractor's Record Drawings on a bi-weekly basis to verify posted changes.

3.9. Complete initial employee interview checks.

Summary of Field Observation:

1. Provide the services of one full-time Resident Engineer and three full-time experienced Construction Observers who will observe the technical conduct of the construction.
2. Attend weekly project site meetings with the Contractor, City staff, utilities, and others associated with the project construction.

4. EARTHWORK OBSERVATION AND MATERIAL TESTING – GeoEngineers and HWA (subconsultant)

4.1. Provide on-call earthwork construction observation support (primarily focused on the project's wall systems) as outlined in the attached letter from GeoEngineers December 8, 2008.

4.2. Provide material testing support during construction as outlined in the attached letter from HWA, dated December 5, 2008.

4.3. Material testing frequency, effort, testing means and methods will follow 2008 Edition of WSDOT Standard Specifications and latest published edition of WSDOT Construction manual as of construction contract bid date.

4.4. Payment for these services will be made as outlined in the attached fee structure.

5. STRUCTURAL REVIEW, OBSERVATION, AND ASSISTANCE – AECOM (subconsultant)

5.1. Provide structural system submittals and shop drawings review and construction observation support during bridge construction and, if selected, soldier pile wall system as outlined in the attached letter from AECOM December 8, 2008. Payment for structural review, observation, and assistance services will be made as outlined in the attached fee structure

6. LANDSCAPE REVIEW, OBSERVATION, AND ASSISTANCE – HBB (subconsultant)

6.1. Provide submittal review and field support on landscaping and irrigation related issues during construction as outlined in the attached letter from HBB, December 5, 2008.

6.2. Inspect and approve plants and plant materials when delivered to site.

6.3. Payment for landscape services will be made as outlined in the attached fee structure.

7. PUBLIC OUTREACH & MEDIA RELATIONS

7.1. Contact property owners within the project limits who will be directly affected by the construction activities and keep them appraised of project progress and when specific construction activities are expected to occur that would affect their property frontages and driveways.

7.2. Produce and distribute bi-weekly project update flyers stating project progress to date and upcoming construction activities.

7.3. Coordinate with the City webmaster and provide regular updates to be posted on the City's website such as Critical Path and monthly schedule updates.

7.4. Work with the Sammamish Review and the Sammamish Reporter; along with other media outlets to provide information to public about estimated travel times and alternate detours.

8. ON-CALL CONSTRUCTION DESIGN SUPPORT – PERTEET AND AECOM

Provide technical assistance during construction as determined necessary by the Construction Manager. This assistance will include:

- Design support for change orders.
- Review contractor submittals and material test results.

- Interpretation of plans and specifications.
- General technical support

The estimated level of effort for this task is shown on the attached worksheet

9. WETLAND MITIGATION OBSERVATION & ASSISTANCE

9.1. Provide on-call construction observation and wetland mitigation construction inspection services by a qualified biologist as outlined in the attached letter from Shannon & Wilson December 8, 2008.

9.2. Review silt fence location for conformance with mitigation plan.

9.3. Review and inspect mitigation materials (plantings and soils) upon delivery to site and prior to use.

9.4. Closely observe mitigation for adherence to mitigation design (contract drawings & specs).

9.5. Coordinate with the City staff for permitting and reporting requirements.

9.6. Payment for landscape services will be made as outlined in the attached fee structure.

TIME FOR COMPLETION

All work under this contract shall be completed within 60 days following the substantial completion of the project.

The scope of this contract is based upon the Contractor completing all construction activity within the time frame specified in the Contract Documents and is based upon a 6 day 60-hour work week by one full-time Resident Engineer, three full-time experienced Construction Observers, Construction Office Engineers, and Construction Project Manager as outlined in the budget. In support of this schedule our contract provides 4 weeks of project set up time, 2200 working days of 4 full time resident representatives and support staff in addition to 4 weeks of project closure time (Closeout Record Preparation, Record Drawings, etc.). If the work schedule changes due to the contractor working weekends, extended hours, or if the construction activity extends beyond the contract time, the Consultant shall inform the City immediately to allow an opportunity for the City to authorize expenditure from the Management Reserve Fund to provide additional services. The additional services will be billed at the hourly rates established in the base agreement.

Exhibit C
Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

   A. Survey Data

   B. Roadway Design Files

   C. Computer Aided Drafting Files

   D. Specify the Agency's Right to Review Product with the Consultant

   E. Specify the Electronic Deliverables to be Provided to the Agency

   F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

   A. Agency Software Suite

   B. Electronic Messaging System

   C. File Transfers Format

Exhibit D-3
Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 3 1.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the AGENCY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. Automobile mileage for travel will be reimbursed as the current rate approved for AGENCY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for AGENCY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of all original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund

The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $50,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."

4. Maximum Amount Payable
The maximum amount payable for completion of work under this AGREENENT shall not exceed the amount shown in the heading of this AGREEIMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREENENT.

5. Monthly Progress Payments
Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Inspection of Cost Records
The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, STATE, and the United States, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

7. Final Payment
Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the AGENCY of overpayment.

Exhibit "E"
Consultant Fee Determination - Perteet, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
Principal	40.00	216.18	$8,647.07
Associate	414.00	175.93	$72,836.65
Associate / PM	718.00	171.47	$123,114.91
Resident Engineer	2272.00	126.70	$287,865.58
Senior Construction Observer	800.00	105.58	$84,467.60
Construction Observer	2332.00	102.57	$239,188.11
Construction Observer	2200.00	87.48	$192,465.46
Construction Observer	800.00	66.37	$53,093.92
Construction Technician	1040.00	96.53	$100,395.78
Construction Technician	1104.00	57.32	$63,278.30
Associate / Drainage	56.00	159.16	$8,913.02
Design Engineer	240.00	94.78	$22,748.33
Associate Principal Surveyor	80.00	186.37	$14,909.74
Marketing Manager	176.00	99.46	$17,505.07
Marketing Manager	176.00	76.38	$13,443.38
Project Controls	352.00	120.67	$42,475.14
Accountant	16.00	60.33	$965.34
Clerical	36.00	54.30	$1,954.82
		Total Hourly Cost:	**$1,362,628.00**
		Salary Escalation (4% at 40% time)	**$21,802.05**

REIMBURSABLES

Wireless Communications	=	**$8,880.00**	
Mileage (At Current Federal Rate)	=	**$16,672.50**	
		Total Reimbursable Cost =	**$25,552.50**

SUBCONSULTANTS

HWA Geosciences, Inc.	=	**$137,043.00**	
GeoEngineers	=	**$130,985.00**	
AECOM	=	**$93,969.54**	
Hough Beck & Baird Inc.	=	**$19,548.90**	
Shannon & Wilson	=	**$4,900.00**	
		Total Subconsultants Cost =	**$386,446.44**
		Management Reserve =	**$100,000.00**
		GRAND TOTAL =	**$1,896,428.99**

Exhibit E-1

Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 11, 2008

Mr. Dwight Malott
Perteet, Inc.
2707 Colby Ave, Ste 900
Everett, WA 98201-3565

Re: Perteet, Inc. Overhead Schedule
FYE December 31, 2007
Corrected Letter

Dear Dwight:

On March 11, 2008 as a WSDOT representative, Nicole Mitchell reviewed your proposed 2007 Overhead Schedule. Nicole also completed an analytical review of the schedule by comparing it to data that WSDOT had collected in our permanent files. Perteet provided a copy of the In-House compiled overhead and 2007 Income Statement and General Ledger details.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Perteet's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing Perteet's overhead rate for 2007, at 172.47% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of Perteet have any questions, please contact Martha Roach at (360)705-7006.

Sincerely,

Martha Roach

Martha S. Roach
External Audit Manager

RECEIVED
MAR 21 2008
Perteet, Inc.

MR:ds
Enclosures

cc: Steve McKerney
Mike Kane, MS 47323
Rick Griffith, MS 47323

Exhibit 1

Perteet, Inc.
Overhead Schedule
Fiscal Year December 31, 2007

Description	F/S Amount	Perteet Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	$4,782,503		($38,241)	R	$4,744,262	99%
Fringe Benefits						
Payroll Taxes	$739,937				$739,937	15.60%
Insurance - Medical/Dental	$493,285				493,285	10.40%
Vacation/Holiday/Sick Leave	$912,390				912,390	19.23%
401k Employer Contribution	$267,794				267,794	5.64%
Bonuses	$957,174				957,174	20.18%
Total Fringe Benefits	$3,370,580	$0	$0		$3,370,580	71.05%
General Overhead						
G&A Wages	$2,461,800		($8,014)	R	$2,453,786	51.72%
Auto Expense	$125,606	($10,484)		M	115,122	2.43%
Bank & Service Fees	$18,181				18,181	0.38%
Communications	$146,030				146,030	3.08%
Computer Expenses	$149,390				149,390	3.15%
Conferences & Meetings	$31,212				31,212	0.66%
Copier Expense	$66,724				66,724	1.41%
Depreciation - Tax Basis	$409,454				409,454	8.63%
Dues & Memberships	$36,008	($5,009)		A	30,999	0.65%
Entertainment	$18,164	($18,164)		F,P	0	0.00%
Insurance	$109,823	($677)		E	109,146	2.30%
Licenses & Fees	$4,428				4,428	0.09%
Meals	$36,005	($31,291)		G	4,714	0.10%
Miscellaneous	$1,535		($425)	Q,L	1,110	0.02%
Outside Services	$96,553	($5,000)		O	91,553	1.93%
Postage & Delivery Services	$13,775	($485)		N	13,290	0.28%
Professional Services	$46,982	($500)		D	46,482	0.98%
Recruiting	$78,675				78,675	1.66%
Rent	$718,518				718,518	15.14%
Repairs & Maintenance	$10,158				10,158	0.21%
Reproduction	$25,524	($3,315)		N	22,209	0.47%
Seminars & Training	$52,119				52,119	1.10%
Staff Functions	$44,168	($32,319)	($7,521)	F,G,H,L,P, S,T	4,328	0.09%
Subscriptions & Publications	$630				630	0.01%
Supplies	$137,174				137,174	2.89%
Travel & Lodging	$57,447	($1,359)		C	56,088	1.18%
Advertising	$10,355	($10,355)		H	0	0.00%
Bad Debt Expense	$246	($246)		I	0	0.00%
Claims	$98,189	($98,189)		B	0	0.00%
Contributions	$40,207	($40,207)		J	0	0.00%
Gifts	$220	($220)		L	0	0.00%

Perteet, Inc.
Overhead Schedule
Fiscal Year December 31, 2007

Description	F/S Amount	Perteet Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Interest	$31,044	($31,044)		K	0	0.00%
Sponsorships	$9,085	($9,085)		H,F	0	0.00%
Taxes - Business & Property	$328,322				328,322	6.92%
Tax basis of assets deleted from Dep. Sch.	$10,038				10,038	0.21%
Less: Offsets for Direct Costs	($297,843)				(297,843)	-6.28%
Total General Overhead	$5,125,946	($297,949)	($15,959)		$4,812,038	101.41%
Total Overhead Expenses	$8,496,526	($297,949)	($15,959)		$8,182,618	172.47%
Overhead Rate	**177.66%**				**172.47%**	

Perteet, Inc.- Reviewed and Accepted on 3/11/08 NM
Overhead Prepared In-House by Dwight Malott, CPA

References:

Adjustments by Perteet:

A Lobbying costs unallowable per 48 CFR 31.205-22.
B Direct project costs unallowable in overhead per 48 CFR 31.202(a).
C Lodging costs in excess of rates allowed by the Federal Travel Regulations unallowable per 48 CFR 31.205-46(a)(2)(i) and WSDOT Accounting Manual, M13-82, Chapter 10 Travel.
D Accounting fees over $250 related to federal tax return unallowable per 48 CFR 31.205-41(b)(2), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.
E Key Man Life insurance unallowable per 48 CFR 31.205-19 (e)(2)(v).
F Entertainment costs unallowable per 48 CFR 31.205-14 and 48CFR 31.205-13(c).
G Local meals while not in travel status unallowable per 48 CFR 31.205-46(a)(2)(i), WSDOT Accounting Manual, M13-82, Chapter 10 Travel, and 48 CFR 31.205-14.
H Advertising and promotion unallowable per 48 CFR 31.205-1(f).
I Bad Debts unallowable per 48 CFR 31.205-3.
J Contributions unallowable per 48 CFR 31.205-8.
K Interest expense unallowable per 48 CFR 31.205-20.
L Gifts unallowable per 48 CFR 31.205-13(b).
M Personal use of company vehicle unallowable per 48 CFR 31.205-6(m)(2).
N Postage to mail valentines, valentines unallowable per 48 CFR 31.205-14.
O Marketing survey unallowable per 48 CFR 31.205-1 & 31.201-4.
P Holiday Party expenses over $25 per employee unallowable per 48 CFR 31.205-14 and WSDOT Policy.

Adjustments by WSDOT Audit:

R Overtime Premium unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT Policy.
S Gifts unallowable per 48 CFR 31.205-13(b).
T Entertainment costs unallowable per 48 CFR 31.205-14.

Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

AECOM

Hough, Beck and Baird, Inc.

GeoEngineers, Inc.

HWA Geosciences, Inc.

Shannon & Wilson, Inc.

Exhibit "G-1"
Subconsultant Fee Determination - AECOM

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
OIC	8.00	85.00	$680.00
Project Manager	132.00	76.00	$10,032.00
Project Engineer	194.00	50.00	$9,700.00
Engineer II	210.00	43.00	$9,030.00
CADD	40.00	35.00	$1,400.00
Administrative	55.00	32.00	$1,760.00
Inspector	36.00	45.00	$1,620.00
		Total DS Cost:	**$34,222.00**

OVERHEAD (OH COST - including Salary Additives):			
OH Rate x DSC	138.89%	=	**$47,530.94**
FIXED FEE (FF):			
FF Rate X DSC	30%	=	**$10,266.60**

OUTSIDE REIMBURSABLES

Reproduction	=	**$250.00**	
Mileage (At Current Federal Rate)	=	**$300.00**	
Miscellaneous	=	**$500.00**	
	Total Outside Reimbursable Cost =		**$1,050.00**

INTERNAL RATE PAY ITEMS

Postage/Delivery	=	**$500.00**	
Miscellaneous	=	**$400.00**	
	Total Internal Rate Pay Items Cost =		**$900.00**

GRAND TOTAL = $93,969.54

Date: December 11, 2008

Exhibit G-2
AECOM

Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation
April 7, 2008

DOCUMENT CONTROL
RECEIVED
APR 0 9 2008
Project No.
File No.
Control No.

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Mr. Dennis Cearns
DMJM + Harris Inc.
10900 NE 8th Street, Suite 750
Bellevue, WA. 98004-4405

Re: DMJM + Harris Inc. Overhead Schedule
FYE September 28, 2007

Dear Mr. Cearns:

On April 7, 2008 as a WSDOT representative, Nicole Mitchell reviewed Morgenstern Svoboda & Baer, CPA's, P.C. audit report which included a copy of the audited 2007 overhead schedule. Nicole alsocompleted an analytical review of the schedule by comparing it to data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of DMJM's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing DMJM's overhead rates for the year ended September 28, 2007. The Company Wide Rate (Composite Rate) is 129.75% of direct labor. Included within this rate are the Home Rate of 138.89% direct labor and the Field Rate of 108.33% direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of DMJM + Harris Inc. have any questions, please contact Martha Roach at (360)705-7006.

Sincerely,

Martha Roach

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Rick Griffith, MS 47323
Mike Kane, MS 47323
Meg Blau, MS NB82-112

Exhibit 1

DMJM HARRIS, INC.
SCHEDULE OF BURDEN, FRINGE AND OVERHEAD COSTS
FY2007
FISCAL YEAR ENDED 9/28/2007
GOVERNMENT OVERHEAD RATES (EXCLUDING UNALLOWABLES)

	HOME	FIELD
DIRECT LABOR	90,074,763	38,389,555
PAYROLL BURDEN AND FRINGE		
COMPENSATED ABSENCES	14,316,936	6,101,463
PAYROLL TAXES	9,665,418	4,119,817
WORKERS COMPENSATION	401,102	170,949
INSURANCE AND OTHER	8,749,642	3,746,135
PERFORMANCE AWARDS [1]	3,004,526	1,280,526
PENSION EXPENSE	3,056,490	1,303,526
STOCK MATCH	2,180,838	929,474
OTHER EMPLOYEE BENEFITS	688,630	293,493
INSURANCE		
TOTAL	42,106,583	17,945,701
INDIRECT/OVERHEAD LABOR [1]	26,828,928	10,920,732
INDIRECT/OVERHEAD NON LABOR		
OFFICE RENT AND OCCUPANCY COSTS	17,080,094	2,516,706
EQUIPMENT RENTS & LEASES	4,973,209	733,891
INSURANCE	5,520,404	2,306,806
AUDIT AND PROFESSIONAL SERVICES	4,825,610	1,003,252
AECOM/ASG ALLOCATIONS [1]	7,613,731	3,244,964
TAX - STATE + LOCAL INCOME TAXEX	374,928	159,784
PROP., PLANT, & EQUIP-DEPRECIATION	1,616,369	323,581
OFFICE SUPPLIES / REPRODUCTION	2,840,486	603,462
COMMUNICATIONS	1,760,029	391,396
TRAVEL	6,439,544	1,640,363
EMPLOYEE RELOCATION	195,906	39,017
OTHER TAXES	1,009,543	172,744
DUES/LICENSES/PUBLICATIONS	523,509	138,142
EMPLOYMENT SERVICES	404,457	91,617
REPAIRS & MAINTENANCE	1,743,503	586,262
OTHER BENEFITS	3,105,236	670,015
RECOVERIES AND MISCELLANEOUS	(1,255,449)	(1,803,210)
TOTAL	57,367,111	12,739,781
TOTAL INDIRECT/OVERHEAD COSTS	125,100,621	41,586,303
INDIRECT/OVERHEAD COST RATE	138.89%	108.33%

[1] EXCLUDES COMPENSATION > 597,912

Composite Rate

Home - Total Overhead Costs $125,100,621.00
Field - Total Overhead Costs - $41,586,303.00

$166,686,924.00
/
Direct Labor - $128,463,818.00
Composite Rate - 129.75%

Exhibit 1

Exhibit "G-1"
Subconsultant Fee Determination - Hough Beck & Baird, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
Principal	15.00	60.60	$909.00
Project Manager	114.00	38.60	$4,400.40
Computer Technician	29.00	23.00	$667.00
Administrative	2.00	17.50	$35.00
		Total DS Cost:	**$6,011.40**

OVERHEAD (OH COST - including Salary Additives):			
OH Rate x DSC	186.26%	=	**$11,196.83**
FIXED FEE (FF):			
FF Rate X DSC	32.2%	=	**$1,935.67**

OUTSIDE REIMBURSABLES

Reproduction	=	**$60.00**	
Mileage (At Current Federal Rate)	=	**$250.00**	
	Total Outside Reimbursable Cost =		**$310.00**

INTERNAL RATE PAY ITEMS

Xerox copies	=	**$35.00**	
Bond Plotter	=	**$60.00**	
	Total Internal Rate Pay Items Cost =		**$95.00**

GRAND TOTAL = $19,548.90

Date: December 11, 2008

Exhibit G-2 - Hough, Beck & Baird, Inc.

Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 27, 2007

Ms. Colie Hough-Beck
Hough Beck & Baird, Inc.
215 Westlake Avenue North
Seattle, WA 98109-5217

Re: Hough Beck & Baird, Inc. Overhead Schedule
FYE December 31, 2006

Dear Ms. Hough-Beck:

On December 27, 2007 as a WSDOT representative, Nicole Mitchell reviewed your proposed 2006 Overhead Schedule. Nicole also completed an analytical review of the schedule by comparing it to the reviewed & accepted 2005 overhead schedule, and reviewed data that WSDOT had collected in our permanent files. Hough Beck & Baird (HBB) provided a copy of the CPA reviewed overhead.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HBB's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing HBB's overhead rate for 2006, at 186.26% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of Hough Beck & Baird, Inc. has any questions, please contact Martha Roach at (360) 705-7006.

Sincerely,

Martha Roach

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Mike Kane, MS 47323
Rick Griffith, MS 47323

Exhibit 1

Hough Beck & Baird Inc.
Overhead Schedule
December 31, 2006

Category	GL Amount	HBB Adj.	Ref.	Adjusted Amount	%
Direct Labor Base	$287,644.98			$287,644.98	
Overhead Costs					
Indirect Salaries - Principals	$2,662.58			$2,662.58	28.74%
Indirect Salaries - Other	98,970.54			98,970.54	34.42%
Bonuses	23,775.00			23,775.00	8.27%
Temporary	1,928.80			1,928.80	0.67%
Holiday Pay	13,721.07			13,721.07	4.77%
Vacation	44,918.04			44,918.04	15.62%
Sick Leave	8,283.22			8,283.22	2.88%
Payroll Taxes	53,622.84			53,622.84	18.64%
Pension Contributions	13,517.04			13,517.04	4.70%
Health Care Insurance	14,813.36			14,813.36	5.15%
Professional Development	80.00			80.00	0.03%
Professional Registration & Dues	755.00			755.00	0.26%
Rent	71,239.03			71,239.03	24.77%
Office Supplies/Periodicals	14,127.40			14,127.40	4.91%
Telephone/Communications	10,165.64			10,165.64	3.53%
Postage & Shipping	1,518.00			1,518.00	0.53%
Repairs & Maintenance	649.30			649.30	0.23%
Other Office Expense	1,438.24			1,438.24	0.50%
Legal	740.00			740.00	0.26%
Interest Expense	2,639.34	(2639.34)	A	0.00	0.00%
Accounting/Audit/Tax Prep.	1,635.00	(1385.00)	B	250.00	0.09%
Professional Liability Insurance	10,927.00			10,927.00	3.80%
Computer Consultants	16,098.03	(10452.50)	C	5,645.53	1.96%
Other Ins. Premiums	705.50			705.50	0.25%
Misc. Taxes & Licenses	19,149.28			19,149.28	6.66%
Automobile Expense	975.75			975.75	0.34%
Automobile Licensing	151.75			151.75	0.05%
Travel & Lodging	1,227.94			1,227.94	0.43%
Meals: Staff Meeting	4,375.65			4,375.65	1.52%
Meals: Staff Review Lunches	3,116.94	(573.33)	D	2,543.61	0.88%
Mileage/Parking/Bus	6,688.83			6,688.83	2.33%
Reprints/Photos/Publications	2,217.25	(1951.57)	E	265.68	0.09%
Public Relations/Contributions	0.00			0.00	0.00%
Office Functions/Events	1,286.21	(1011.21)	F	275.00	0.10%
Advertising	8,824.00	(8824.00)	G	0.00	0.00%
Depreciation	25,674.84			25,674.84	8.93%
Total Overhead Costs	562,618.41	(26836.95)		535,781.46	186.26%
Overhead Rate	195.59%			186.26%	

Hough Beck & Baird, Inc. Reviewed & Accepted 12/27/07 NM
O/H Reviewed by Doug Purdy, CPA- Merriman Berkman Next Inc.

Refereuces:

A Interest Expense unallowable per 48 CFR 31.250-20

B Federal tax return preparation fees over $250 unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy

C Computer Consultant's Direct costs billed to clients per 48 CFR 31.202(e)

D Local meals not allowed per 48 CFR 31.205-14

E Christmas cards for clients and the general public per 48 CFR 31.201-4 and Project Cut Sheet Printing for

F Christmas party expenses in excess of $25 per employee not allowed per 48 CFR 31.205-14

G Advertising unallowable per 48 CFR 31.205-1(f).

Page 2

Exhibit "G-1"
Subconsultant Fee Determination - GeoEngineers, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
Principal	35	60.00	$2,100.00
Project Engineer/Scientist	167	40.00	$6,680.00
Engineer/Scientist 3	50	35.00	$1,750.00
Engineer/Scientist 1	200	28.00	$5,600.00
Technician	600	25.00	$15,000.00
Project Assistant	36	22.00	$792.00
Project Administrator	73	20.00	$1,460.00
		Total DS Cost:	**$33,382.00**

OVERHEAD (OH COST - including Salary Additives):

OH Rate x DSC	214.65%	=	**$71,654.46**

FIXED FEE (FF):

FF Rate X DSC	32.2%	=	**$10,749.00**

REIMBURSABLES

Field Equipment	=	**$8,000.00**	
Mileage (At Current Federal Rate)	=	**$5,000.00**	
Laboratory Testing	=	**$2,200.00**	
	Total Outside Reimbursable Cost =		**$15,200.00**

GRAND TOTAL = $130,985.47

Date: December 11, 2008

Exhibit G-2
GeoEngineers, Inc.

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2007

Key		Total Reported Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor
DIRECT LABOR		$ 12,506,659	-		$ 12,506,659	
FRINGE BENEFITS						
1	Payroll Taxes	1,998,304	(218,867)	A	1,779,438	
2	Group Insurance	1,584,740	-		1,584,740	
3	Worker's Compensation	116,995	-		116,995	
4	Vacation, Holiday and Sick Pay	2,646,503	-		2,646,503	
	Profit Sharing and				-	
39	401(k) Contributions	1,006,701	-		1,006,701	
42	Bonuses	5,400,585	(2,382,286)		3,018,299	
	Total Fringe Benefits	12,753,829	(2,601,153)		10,152,676	81.18%
GENERAL OVERHEAD						
5	Non-Billable Labor	7,610,221	(514,247)	A	7,095,974	
6	Office Rent & Maintenance	2,375,529	-	B	2,375,529	
7	Telecommunications	487,385	(250)	C	487,135	
8	Taxes	554,182	22,506	D	576,687	
9	Stationery and Supplies	398,839	1,908	E	400,747	
10	Administrative Travel	678,515	(6,468)	F	672,047	
	Professional Dues, Meetings				-	
11	and Licenses	506,717	(287,673)	G	219,044	
12	Depreciation	1,153,752	(396)	1	1,153,356	
	Equipment Rental					
13	and Maintenance	451,195	-		451,195	
25	Bad Debt	66,444	(66,444)	2	-	
14	Professional Consultants	790,740	(10,500)	H	780,240	
	Direct Selling, Proposals and				-	
15	Economic Planning	587,086	(358,789)	1	228,297	
16	Field and Laboratory Supplies	(303,589)	462,334	J	158,745	
17	Insurance	580,432	1,112	K	581,544	
	Computer Maintenance				-	
18	and Software	886,418	(440)	A	885,978	
20	Facilities Capital Cost of Money	-	198,749	L	198,749	
19	Recruiting and Relocation	744,518	(316,940)	3	427,578	
28	Amortization of Goodwill	262,966	(262,966)	2	-	
27	Contributions	43,486	(43,486)	2	-	
29	Fines/penalties/unallowable	20,900	(20,900)	2	-	
26	Computer technology offset	(1,576,043)	1,576,043	4	-	
	Total Overhead	16,319,689	373,154		16,692,842	133.47%
	Total Fringe Benefits and General Overhead	$ 29,073,518	$ (2,227,999)		$ 26,845,518	214.65%
		29,199,915.63				

Exhibit 1

Exhibit "G-1"
Subconsultant Fee Determination - HWA GeoSciences, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
Principal	12	75.38	$904.56
Senior Engineer/Scientist	36	48.08	$1,730.88
Project Engineer/Scientist	104	45.43	$4,724.72
Senior Inspector	292	26.92	$7,860.64
Staff Inspector	900	20.43	$18,387.00
Project Assistant I	14	20.43	$286.02
		Total DS Cost:	**$33,893.82**

OVERHEAD (OH COST - including Salary Additives):
OH Rate x DSC 199.61% = **$67,655.45**

FIXED FEE (FF):
FF Rate X DSC 32.2% = **$10,913.81**

REIMBURSABLES

Field Equipment	=	**$3,000.00**	
Mileage (At Current Federal Rate)	=	**$4,800.00**	
Laboratory Testing	=	**$16,780.00**	
	Total Outside Reimbursable Cost =		**$24,580.00**

GRAND TOTAL = $137,043.08

Date: December 11, 2008

Exhibit 1

Exhibit G-2 - HWA GeoSciences, Inc.

Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
JUN 14 2007
HWA GeoSciences Inc

June 7, 2007

Ms. Joan Kinney
HWA Geosciences, Inc.
19730 64th Ave W, Suite 200
Lynnwood, WA 98036-5957

Re: HWA Geosciences, Inc. Overhead Schedule
FYE December 31, 2005

Dear Ms. Kinney:

On June 7, 2007, as a WSDOT representative, Jeff Orwig, Audit Specialist, reviewed your proposed 2005 Overhead Schedule. He also completed an analytical review of the schedule by comparing it to the reviewed & accepted 2004 overhead schedule, and reviewed data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HWA Geosciences, Inc.'s accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing HWA Geosciences, Inc.'s overhead rate for 2005, at 199.61% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of HWA Geosciences, Inc. have any questions, please contact Martha Roach at 360-705-7006.

Sincerely,

Martha Roach

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Rick Griffith, MS 47323
Mike Kane, MS 47323
Meg Blau, MS NB82-112

Exhibit 1

HWA GeoSciences, Inc.
Overhead Schedule
December 31, 2005

Category	GL Amount	HWA Adj.	Ref.	WSDOT Adj.		Accepted Amount	%
Direct Labor Base	$904,441			($19,676)	G,H	$884,765	
Overhead Costs							
Indirect Salaries	$555,928			($18,837)	G,H	$537,091	60.70%
Payroll Taxes	148,894					148,894	16.83%
Group Insurance	140,192					140,192	15.85%
Workers Compensation	5,061					5,061	0.57%
Bonus	168,640	(1,540)	E			167,100	18.89%
Vacation, Holiday & Sick	173,234					173,234	19.58%
Other Employee Benefits	5,836					5,836	0.66%
Office Rent	168,622					168,622	19.06%
Other Rentals	21,795					21,795	2.46%
Depreciation	32,689					32,689	3.69%
Repairs & Maintenance	15,313					15,313	1.73%
Computer Expense	19,464					19,464	2.20%
Office Supplies	11,948					11,948	1.35%
Lab/Field Supplies	14,344					14,344	1.62%
Reproduction & Printing	6,208					6,208	0.70%
Travel & Related Expense	16,002					16,002	1.81%
Vehicle Repair	9,499					9,499	1.07%
Communication Expense	28,226					28,226	3.19%
Postage/Shipping/Delivery	3,393					3,393	0.38%
Professional Dues	10,016					10,016	1.13%
Professional Meetings	23,287					23,287	2.63%
Subscriptions/Books/Pubs	4,979					4,979	0.56%
Legal & Accounting Expense	62,405	(32,727)	F			29,678	3.35%
Insurance Expense	92,954					92,954	10.51%
Professional Expense	12,615					12,615	1.43%
Recruiting Expense	2,396					2,396	0.27%
Training & Education Expense	7,117					7,117	0.80%
Taxes Other than F.I.T.	52,528					52,528	5.94%
Recovery Credits	(3,163)					(3,163)	-0.36%
Advertising/Marketing	17,393	(17,393)	A			0	0.00%

Exhibit 1

HWA GeoSciences, Inc.
Overhead Schedule
December 31, 2005

Category	GL Amount	HWA Adj.	Ref.	WSDOT Adj.		Accepted Amount	%
Business Development	130	(130)	A			0	0.00%
Interest Expense	7,827	(7,827)	B			0	0.00%
Staff Meetings	5,972					5,972	0.67%
Company Morale	3,522			(2,376)	I,J,K,L	1,146	0.13%
Contributions	6,220	(6,220)	C			0	0.00%
Meetings/Meals/Entertainment	14,398	(14,398)	D			0	0.00%
Other Miscellaneous Expenses	1,629					1,629	0.18%
Total Overhead Costs	$1,867,513	($80,235)		($21,213)		$1,766,065	199.61%
Overhead Rate	206.48%					199.61%	

HWA Geosciences, Inc. - Reviewed & Accepted - 6/06/07 JO

HWA GeoSciences References

A Advertising and public relations unallowable per 48 CFR 31.205-1(a).
B Interest expense unallowable per 48 CFR 31.205-20.
C Contributions uanllowable per 48 CFR 31.205-8.
D Entertainment unallowable per 48 CFR 31.205-14.
E Bonus expense unallowable
F Settlement and attorney fees unallowable

WSDOT References

G Overtime premium unallowable per 48 CFR 22.103-1 & 48 CFR 22.103-4(g). Out of Direct Labor $20,611 and out of indirect labor $17,902
H Uncompensated overtime unallowable per 48 CFR 37.115 & DCAA 6-410.5(1) Added to direct labor $935 and subtracted from indirect labor $935
I Holiday Party Costs unallowable over $25 per employee. Allowable ($25 x 28 ee's=$700) Total Cost $982.58, unallowable cost ($982.58 - $700.00)=$282.58 or $283.00
J Cost of employee shirts unallowable per advertising FARS - 48 CFR 31.205-1(f)(6). Adjustment of $1,226
K Gifts unallowable per 48 CFR 31.205-13(b). Adjustment of $659
L Farewell luncheon unallowable per 48 CFR 31.205-14. Adjustment of $208

Exhibit "G-1"
Subconsultant Fee Determination - Shannon & Wilson, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

Classification	Hours	Rate	Cost
Vice President	3	58.55	$175.65
Senior Professional	40	31.52	$1,260.80
		Total DS Cost:	**$1,436.45**
OVERHEAD (OH COST - including Salary Additives):			
OH Rate x DSC	197.16%	=	**$2,832.10**
FIXED FEE (FF):			
FF Rate X DSC	32.2%	=	**$462.54**

REIMBURSABLES

Mileage (At Current Federal Rate)	=	**$146.00**	
Reproduction	=	**$2.00**	
	Total Outside Reimbursable Cost =		**$148.00**

GRAND TOTAL = $4,879.09

Date: December 11, 2008

Exhibit 1

999 Third Avenue
Suite 2200
Seattle, WA 98104
206-382-5200

November 26, 2008

Gerard Beuchel
Shannon & Wilson, Inc.
PO Box 300303
Seattle, WA 98103

Subject: Not-to-Exceed Billing Rates Table Update: **Action Required**

Reference: Subcontract under Alaskan Way Viaduct & Seawall Replacement Program, WSDOT Agreement Y-9715

Thank you for submitting your firm's most recent overhead rate schedule. WSDOT's Consultant Services Office has reviewed your firm's proposed rate. For the second step, updating your Not-to-Exceed (NTE) Billing Rates Table, you may use an overhead rate of 197.16%. Your updated Rates Table will be reviewed by PB and WSDOT. Final WSDOT-approved NTE tables should be used for invoicing starting with the first billing cycle that begins *after* December 19, 2008, the Prime Contract anniversary.

Not-to-Exceed Billing Rates Table Update – Instructions:

1. WSDOT's standard salary escalation guideline of 4% to 5% of base-wage per annum will apply.
2. Do not put a date at the top of your proposed NTE Billing Rates table.
3. Do not list proposed Direct Expense rates. These are subject to audit, and WSDOT Consultant Services will not review them.
4. Please advise PB of your firm's regular annual salary-adjustment date. PB understands some firms adjust salaries based on the anniversary of individual employee hire-dates.
5. If WSDOT approves your proposed Not-to-Exceed Billing Rates table *as submitted*, these rates will remain in effect until renegotiated, expected to be no later than 90 days after December 19, 2009.
6. Do not invoice new overhead and billing rates until PB communicates to you the results of WSDOT's review.
7. Please submit your proposed Not-to-Exceed Billing Rates table **by December 5, 2008** directly to:

   PB Americas, Inc. - Attn: Debra Feikema, Senior Project Administrator.
   Feikema@pbworld.com should be used for scanned documents; hardcopy should be mailed to my attention at 999 Third Ave, Suite 2200, Seattle WA 98104.

PB appreciates your cooperation and prompt attention to this matter. Feel free to call me at 206-382-5295, if you have questions.

Sincerely,

PB Americas, Inc.

Debra Feikema

Debra Feikema
Senior Project Administrator
Alaskan Way Viaduct & Seawall Replacement Program

cc: Mike Rigsby, Project Manager
Mark Greengard, Project Administrator

Exhibit H
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONOSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement By the Agency Other Than for Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Costs Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes is has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 – Project Manager Documents the Alleged Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region Local Programs

Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Document to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded though the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will also request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

- The consultant's claim must outline the following:
- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, of portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to $ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively fro the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification of Consultant

I hereby certify that I am Crystal L. Donner, P.E. and duly authorized representative of the firm of Perteet, Inc. whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201 and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/11/08
Date

Signature

Exhibit M-1(b)
Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of the City of Sammamish, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

(a) Employ or retain, or agree to employ to retain, any firm or person; or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and

D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Perteet, Inc.

12/11/08
(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding the Restrictions of the use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an office or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $10,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Perteet, Inc.

12/11/08
(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Perteet, Inc.

Name Crystal L. Donner, P.E.

Title Executive Vice President

Date of Execution*** 12-11-08

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.