

**CITY OF SAMMAMISH  
CITY COUNCIL AGENDA  
REGULAR MEETING  
August 2, 2000**

Wednesday, August 2, 2000, 7:30 p.m., 486 228<sup>th</sup> Ave. N.E., City Hall Chambers

CALL TO ORDER

ROLL CALL/PLEDGE

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

1. Approval of Agenda
2. Public Comment (For members of the public to speak to the Council regarding items NOT on the agenda. Please limit remarks to three minutes)
3. Consent Calendar
  - a) Claims for the period ending August 2, 2000 in amount of \$76,765.18.
  - b) Payroll for period ending July 15 totaled \$58,975.23.
  - c) Minutes of Special Meeting/Study Session June 28, 2000.
  - d) Minutes of Regular Council Meeting July 5, 2000.
  - e) Minutes of Regular Meeting July 19, 2000.
  - f) Adoption of Vision Statement for the City
  - g) City Manager Six-Month Salary Adjustment (2.5% increase)
5. New Business
  - a) Ordinance No. O2000-68: Amending Ordinance No. O99-15 for the purpose of modifying the Building Code requirements for automatic sprinkler systems
  - b) Ordinance No. O2000-68: Establishing a Surface Water System Development Deposit.
  - c) Contract No. C2000-58: Interlocal Agreement between King County and the City of Sammamish relating to Law Enforcement Services.

**d) Discussion: Fire Services Agreement – Eastside Fire & Rescue.**

**6. Council and Committee Reports**

**7. City Manager and Staff Reports**

**8. Public Comments**

**9. Adjourn**





**CITY COUNCIL ROLL CALL**

DATE: 8/2/2000

| <u>NAME</u>              | <u>PRESENT</u>                      | <u>EXCUSED</u>           | <u>ABSENT</u>                       |
|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Mayor Jack Barry         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Deputy Mayor Troy Romero | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Phil Dyer                | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Don Gerend               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Ron Haworth              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Kathleen Huckabay        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Kenneth Kilroy           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |







**AUGUST 2000**  
**SAMMAMISH CITY COUNCIL CALENDAR**

| SUNDAY | MONDAY   | TUESDAY   | WEDNESDAY   | THURSDAY   | FRIDAY  | SATURDAY |
|--------|--|---|---|--|---|----------|
|        |  | 1   | 2   | 3  | 4   | 5        |
|        |  |   | All at City Hall<br>5:30 pm Finance Committee<br>7:30 pm Council Meeting                    | 10am-4pm, Hrg. Exam, Chestnut Lane, Plateau Water/Sewer  | 10am-4pm, Hrg. Exam, Chestnut Lane, Plateau Water/Sewer |          |
| 6      | 10am-4pm, Hrg. Exam, Chestnut Lane, Library<br>7 | 8   | 9   | 10   | 11  | 12       |
|        |  | 10am-4pm, Hrg. Exam, Chestnut Lane, Plateau Water/Sewer | 10am-4pm, Hrg. Exam, Chestnut Lane<br>6:30 pm Council Study Session City Hall               |  |   |          |
| 13     | 14   | 15  | 16  | 17   | 18  | 19       |
|        |  |   | All at City Hall<br>5:00 pm Public Wks Committee<br>6 pm CD Comm<br>7:30 pm Council Meeting | 1:30 pm Emerg. Mgmt Mtg – City Hall<br>7 pm Mary Hrg. Exam, Mary Queen of Peace<br>7-9 pm Parks/Rec Workshop |   |          |
| 20     | 21   | 22  | 23  | 24   | 25  | 26       |
|        | 6:30 pm Parks & Rec. Commission City Hall        |   | All at City Hall<br>5:30 pm Public Sfty Committee<br>6:30 pm Council Study Session          |  |   |          |
| 27     | 28   | 29  | 30  | 31   |   |          |
|        |  |   |   |  |   |          |

MEETING DATES AND TIMES ARE SUBJECT TO CHANGE

**SEPTEMBER 2000  
SAMMAMISH CITY COUNCIL CALENDAR**

| SUNDAY | MONDAY  | TUESDAY  | WEDNESDAY   | THURSDAY                                       | FRIDAY | SATURDAY |
|--------|---|--|---|--|--------|----------|
|        |   |  |   |  | 1      | 2        |
| 3      | 4<br>HOLIDAY  | 5  | 6<br>All at City Hall<br>5:30 pm Finance<br>Committee<br>7:30 pm Council<br>Meeting                     | 7  | 8      | 9        |
| 10     | 11  | 12<br>6:00 pm Comm.<br>Development<br>Committee<br>City Hall | 13<br>6:30 pm Council<br>Study<br>City Hall   | 14<br>7-9 pm Park/Rec<br>Workshop<br>City Hall | 15     | 16       |
| 17     | 18<br>6:30 pm Parks &<br>Rec. Commission<br>City Hall | 19   | 20<br>All at City Hall<br>5:00 pm Public<br>Wks Committee<br>6 pm CD Comm<br>7:30 pm Council<br>Meeting | 21<br>1:30 pm Emerg.<br>Mgmt Mtg<br>City Hall  | 22     | 23       |
| 24     | 25  | 26   | 27<br>All at City Hall<br>5:30 pm Public<br>Sfty Committee<br>6:30 pm Council<br>Study Session          | 28   | 29     | 30       |

**MEETING DATES AND TIMES ARE SUBJECT TO CHANGE**

**OCTOBER 2000  
SAMMAMISH CITY COUNCIL CALENDAR**

| SUNDAY | MONDAY  | TUESDAY | WEDNESDAY   | THURSDAY | FRIDAY | SATURDAY |
|--------|---|---------|---|----------|--------|----------|
| 1      | 2   | 3       | 6<br>All at City Hall<br>5:30 pm Finance<br>Committee<br>7:30 pm Council<br>Meeting                     | 5        | 6      | 7        |
| 8      | 9   | 10      | 13<br>6:30 pm Council<br>Study<br>City Hall   | 12       | 13     | 14       |
| 15     | 18<br>6:30 pm Parks &<br>Rec. Commission<br>City Hall | 17      | 20<br>All at City Hall<br>5:00 pm Public<br>Wks Committee<br>6 pm CD Comm<br>7:30 pm Council<br>Meeting | 19       | 20     | 21       |
| 22     | 23  | 24      | 27<br>All at City Hall<br>5:30 pm Public<br>Sfty Committee<br>6:30 pm Council<br>Study Session          | 26       | 27     | 28       |
| 29     | 30  | 31      |   |          |        |          |

**MEETING DATES AND TIMES ARE SUBJECT TO CHANGE**





Revised 08/02/00

|       |   | DUE DATE                |                       |                         |                         |
|-------|---|-------------------------|-----------------------|-------------------------|-------------------------|
| DEPT. | AGENDA ITEM   | COUNCIL COMMITTEE       | COUNCIL STUDY SESSION | SPECIAL COUNCIL MEETING | REGULAR COUNCIL MEETING |
| CD    | Moratorium Exemption for owner-occupied Property – shortplats           | Comm. Develop.          |                       |                         |                         |
| CD    | Planning Area Boundary  | Comm. Develop.          |                       |                         |                         |
| CD    | Vision Statement  | Comm. Develop           | 5/31/00               |                         | 8/2/00                  |
| CD    | Parks/Recreation/Open Space Plan  |                         |                       |                         | November                |
| CD    | Land Use Moratorium   | Comm. Develop           |                       |                         | 8/16/00                 |
| CD    | East Lake Samm. Trail Focus Group Presentation (continued from 4/26/00) | Comm. Develop           | ??????????            |                         |                         |
| CD    | East Lake Sammamish Trail Interlocal                                    | Comm. Develop           |                       |                         |                         |
| CD    | Equestrian Overlay  | Comm. Develop September |                       |                         |                         |
| CD    | Vesting Decision – Lein Property  | Comm. Develop           | 5/9/00                |                         | ??????????              |
| CD    | Citizen Task Force – Rec/Community Ctr.                                 |                         |                       |                         | November                |
| CD    | Wireless Telecommunication Regulations                                  | Comm. Develop           | 5/10/00<br>6/14/00    |                         |                         |
| CD    | Beaver Lake Park Subdivision  |                         |                       |                         | 7/00                    |

Revised 08/02/00

DUE DATE

| DEPT. | AGENDA ITEM | COUNCIL COMMITTEE | COUNCIL STUDY SESSION | SPECIAL COUNCIL MEETING | REGULAR COUNCIL MEETING |
|-------|-------------|-------------------|-----------------------|-------------------------|-------------------------|
|-------|-------------|-------------------|-----------------------|-------------------------|-------------------------|

|     |  |  |  |  |  |
|-----|--|--|--|--|--|
| FIN |  |  |  |  |  |
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Revised 08/02/00

|       |   | DUE DATE          |                       |                         |                         |
|-------|---|-------------------|-----------------------|-------------------------|-------------------------|
| DEPT. | AGENDA ITEM   | COUNCIL COMMITTEE | COUNCIL STUDY SESSION | SPECIAL COUNCIL MEETING | REGULAR COUNCIL MEETING |
|       |   |                   |                       |                         |                         |
|       |   |                   |                       |                         |                         |
| PW    | East Lake Sammamish Parkway<br>Reclassification Review    | Public Works      |                       |                         |                         |
|       |   |                   |                       |                         |                         |
|       |   |                   |                       |                         |                         |
| PW    | Storm Drainage Comprehensive Plan                         | Public Works      |                       |                         | September               |
| PW    | Transportation Corridor Coalition – Memo of Understanding |                   |                       |                         |                         |
| PW    | 228 <sup>th</sup> Street Design Contract, Phase II        |                   |                       |                         |                         |
| PW    | Facilities Development Fees                               |                   |                       |                         |                         |
| PW    | Storm Water System Development Charges                    |                   |                       |                         | 8/2/00                  |
| PW    |   |                   |                       |                         |                         |
| PW    |   |                   |                       |                         |                         |
| PW    |   |                   |                       |                         |                         |



| <u>CHECK NO</u> | <u>CHECK DATE</u> | <u>VENDOR NO</u> | <u>VENDOR NAME</u>            | <u>PAYMENT AMOUNT</u> |
|-----------------|-------------------|------------------|-------------------------------|-----------------------|
| 2369            | 08/02/2000        | ALDEN            | Alden Associates, Inc.        | 5,266.75              |
| 2370            | 08/02/2000        | APA              | APA                           | 617.34                |
| 2371            | 08/02/2000        | APPLIED          | Applied Demographics          | 2,000.00              |
| 2372            | 08/02/2000        | BOFACC           | Bank Of America Credit Card   | 2,044.37              |
| 2373            | 08/02/2000        | BERRY            | Berryman & Henigar            | 13,726.06             |
| 2374            | 08/02/2000        | CORPEX           | Corporate Express             | 1,097.37              |
| 2375            | 08/02/2000        | CRYST            | Crystal Springs Water Company | 300.12                |
| 2376            | 08/02/2000        | CWA              | CWA Consultants               | 9,605.19              |
| 2377            | 08/02/2000        | DAVILA           | Gail Davila                   | 63.13                 |
| 2378            | 08/02/2000        | EASTFIRE         | Eastside Fire & Rescue        | 453.04                |
| 2379            | 08/02/2000        | GTENW            | GTE Northwest                 | 91.22                 |
| 2380            | 08/02/2000        | IACP             | Int Assoc of Chiefs of Police | 100.00                |
| 2381            | 08/02/2000        | ICBO             | Int Conf of Bldg Officials    | 618.42                |
| 2382            | 08/02/2000        | IOS              | IOS Capital                   | 556.99                |
| 2383            | 08/02/2000        | ISSAQ1           | Issaquah Press, Inc.          | 22.00                 |
| 2384            | 08/02/2000        | KENYON           | Kenyon Dornay Marshall PLLC   | 20,118.14             |
| 2385            | 08/02/2000        | MAILMED          | Mailmedia, Inc                | 242.88                |
| 2386            | 08/02/2000        | NWMARK           | NW Marketing Concepts, Inc.   | 1,877.01              |
| 2387            | 08/02/2000        | PAPERX           | Paper Express                 | 185.49                |
| 2388            | 08/02/2000        | PSE              | Puget Sound Energy            | 301.58                |
| 2389            | 08/02/2000        | PUGH             | KATHY PUGH                    | 430.00                |
| 2390            | 08/02/2000        | RABANC           | Rabanco Connections           | 30.00                 |
| 2391            | 08/02/2000        | REEVE            | Carter Reeve                  | 281.23                |
| 2392            | 08/02/2000        | SAM              | Sammamish Plateau Water Sewer | 9,083.37              |
| 2393            | 08/02/2000        | SMART            | Smart Wireless                | 855.37                |
| 2394            | 08/02/2000        | SB&MAC           | Stewart Beall & MacNichols    | 140.00                |
| 2395            | 08/02/2000        | UPS              | United Parcel Service         | 44.77                 |
| 2396            | 08/02/2000        | WADOT            | Wa State Dept of Transp       | 98.00                 |
| 2397            | 08/02/2000        | WESTERN          | Western Graphics, Inc.        | 716.34                |

CHECK TOTAL: (1) \$70,966.18

TOTAL

{ \$76,765.18

City: City of Sammamish  
User: marlene

Accounts Payable  
Computer Check Register

Printed: 07/21/0009:43

JE 0048.2000

|               |                                       |               |                   |
|---------------|---------------------------------------|---------------|-------------------|
| Check: 2363   | 07/21/2000                            |               |                   |
| Vendor: PARTY | Party Outfitters                      | <u>Amount</u> | <u>Invoice No</u> |
|               |                                       | 2,390.00      | 00453             |
|               | Total for Check Number 2363:          | -----         |                   |
|               |                                       | 2,390.00      |                   |
|               | Total for Accounts Payable Check Run: | -----         |                   |
|               |                                       | (1) 2,390.00  |                   |

|                |                                       |               |                   |
|----------------|---------------------------------------|---------------|-------------------|
| Check: 2398    | 08/02/2000                            |               |                   |
| Vendor: MULLER | RUTH MULLER                           | <u>Amount</u> | <u>Invoice No</u> |
|                |                                       | 3,234.00      | S-007             |
|                |                                       | -----         |                   |
|                | Total for Check Number 2398:          | 3,234.00      |                   |
| <br>           |                                       |               |                   |
| Check: 2399    | 08/02/2000                            |               |                   |
| Vendor: IACP   | Int Assoc of Chiefs of Police         | <u>Amount</u> | <u>Invoice No</u> |
|                |                                       | 175.00        |                   |
|                |                                       | -----         |                   |
|                | Total for Check Number 2399:          | 175.00        |                   |
|                |                                       | -----         |                   |
|                | Total for Accounts Payable Check Run: | ① 3,409.00    |                   |

|                 |                              |                    |                   |
|-----------------|------------------------------|--------------------|-------------------|
| Check: 2369     | 08/02/2000                   |                    |                   |
| Vendor: ALDEN   | Alden Associates, Inc.       | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 5,266.75           | 21690.1           |
|                 | Total for Check Number 2369: | -----<br>5,266.75  |                   |
| Check: 2370     | 08/02/2000                   |                    |                   |
| Vendor: APA     | APA                          | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 617.34             |                   |
|                 | Total for Check Number 2370: | -----<br>617.34    |                   |
| Check: 2371     | 08/02/2000                   |                    |                   |
| Vendor: APPLIED | Applied Demographics         | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 2,000.00           | SAM-0006          |
|                 | Total for Check Number 2371: | -----<br>2,000.00  |                   |
| Check: 2372     | 08/02/2000                   |                    |                   |
| Vendor: BOFACC  | Bank Of America Credit Card  | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 132.30             |                   |
|                 |                              | 20.52              |                   |
|                 |                              | 10.63              |                   |
|                 |                              | 20.55              |                   |
|                 |                              | 25.00              |                   |
|                 |                              | 19.66              |                   |
|                 |                              | 41.04              |                   |
|                 |                              | 21.25              |                   |
|                 |                              | 12.57              |                   |
|                 |                              | 23.55              |                   |
|                 |                              | 58.86              |                   |
|                 |                              | 21.70              |                   |
|                 |                              | 425.00             |                   |
|                 |                              | 22.40              |                   |
|                 |                              | 66.50              |                   |
|                 |                              | 240.03             |                   |
|                 |                              | 395.00             |                   |
|                 |                              | 15.00              |                   |
|                 |                              | 455.81             |                   |
|                 |                              | 17.00              |                   |
|                 | Total for Check Number 2372: | -----<br>2,044.37  |                   |
| Check: 2373     | 08/02/2000                   |                    |                   |
| Vendor: BERRY   | Berryman & Henigar           | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 4,163.67           | 17795             |
|                 |                              | 9,562.39           |                   |
|                 | Total for Check Number 2373: | -----<br>13,726.06 |                   |
| Check: 2374     | 08/02/2000                   |                    |                   |
| Vendor: CORPEX  | Corporate Express            | <u>Amount</u>      | <u>Invoice No</u> |
|                 |                              | 285.70             | 98326120          |

|        |          |
|--------|----------|
| 68.26  | 98468120 |
| 85.57  | 98374150 |
| 35.39  | 98467980 |
| 185.81 | 98467920 |
| 114.38 | 98468060 |
| 159.64 | 98505500 |
| 162.62 | 98374110 |

Total for Check Number 2374: 1,097.37

|               |                               |               |                   |
|---------------|-------------------------------|---------------|-------------------|
| Check: 2375   | 08/02/2000                    |               |                   |
| Vendor: CRYST | Crystal Springs Water Company | <u>Amount</u> | <u>Invoice No</u> |
|               |                               | 274.22        | 620707            |
|               |                               | 25.90         | 620707            |

Total for Check Number 2375: 300.12

|             |                 |               |                   |
|-------------|-----------------|---------------|-------------------|
| Check: 2376 | 08/02/2000      |               |                   |
| Vendor: CWA | CWA Consultants | <u>Amount</u> | <u>Invoice No</u> |
|             |                 | 9,605.19      | 00-221            |

Total for Check Number 2376: 9,605.19

|                |             |               |                   |
|----------------|-------------|---------------|-------------------|
| Check: 2377    | 08/02/2000  |               |                   |
| Vendor: DAVILA | Gail Davila | <u>Amount</u> | <u>Invoice No</u> |
|                |             | 63.13         |                   |

Total for Check Number 2377: 63.13

|                  |                        |               |                   |
|------------------|------------------------|---------------|-------------------|
| Check: 2378      | 08/02/2000             |               |                   |
| Vendor: EASTFIRE | Eastside Fire & Rescue | <u>Amount</u> | <u>Invoice No</u> |
|                  |                        | 453.04        | 00040             |

Total for Check Number 2378: 453.04

|               |               |               |                   |
|---------------|---------------|---------------|-------------------|
| Check: 2379   | 08/02/2000    |               |                   |
| Vendor: GTENW | GTE Northwest | <u>Amount</u> | <u>Invoice No</u> |
|               |               | 73.77         |                   |
|               |               | 17.45         |                   |

Total for Check Number 2379: 91.22

|              |                               |               |                   |
|--------------|-------------------------------|---------------|-------------------|
| Check: 2380  | 08/02/2000                    |               |                   |
| Vendor: IACP | Int Assoc of Chiefs of Police | <u>Amount</u> | <u>Invoice No</u> |
|              |                               | 100.00        |                   |

Total for Check Number 2380: 100.00

|              |                            |               |                   |
|--------------|----------------------------|---------------|-------------------|
| Check: 2381  | 08/02/2000                 |               |                   |
| Vendor: ICBO | Int Conf of Bldg Officials | <u>Amount</u> | <u>Invoice No</u> |
|              |                            | 435.92        | 0-95759082        |
|              |                            | 182.50        | 0-95759083        |

Total for Check Number 2381: 618.42

|             |             |               |                   |
|-------------|-------------|---------------|-------------------|
| Check: 2382 | 08/02/2000  |               |                   |
| Vendor: IOS | IOS Capital | <u>Amount</u> | <u>Invoice No</u> |
|             |             | 556.99        | 48265819          |

|                 |                              |               |                   |
|-----------------|------------------------------|---------------|-------------------|
|                 |                              | -----         |                   |
|                 | Total for Check Number 2382: | 556.99        |                   |
| Check: 2383     | 08/02/2000                   |               |                   |
| Vendor: ISSAQ1  | Issaquah Press, Inc.         | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 22.00         | 27597             |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2383: | 22.00         |                   |
| Check: 2384     | 08/02/2000                   |               |                   |
| Vendor: KENYON  | Kenyon Dornay Marshall PLLC  | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 7,886.74      | 1276              |
|                 |                              | 1,324.78      | 1278              |
|                 |                              | 1,771.02      | 1279              |
|                 |                              | 5,342.20      | 1280              |
|                 |                              | 3,793.40      | 1281              |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2384: | 20,118.14     |                   |
| Check: 2385     | 08/02/2000                   |               |                   |
| Vendor: MAILMED | Mailmedia, Inc               | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 242.88        | 1539              |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2385: | 242.88        |                   |
| Check: 2386     | 08/02/2000                   |               |                   |
| Vendor: NWMARK  | NW Marketing Concepts, Inc.  | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 1,877.01      | 2411              |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2386: | 1,877.01      |                   |
| Check: 2387     | 08/02/2000                   |               |                   |
| Vendor: PAPERX  | Paper Express                | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 185.49        | 0070888           |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2387: | 185.49        |                   |
| Check: 2388     | 08/02/2000                   |               |                   |
| Vendor: PSE     | Puget Sound Energy           | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 301.58        |                   |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2388: | 301.58        |                   |
| Check: 2389     | 08/02/2000                   |               |                   |
| Vendor: PUGH    | KATHY PUGH                   | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 430.00        |                   |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2389: | 430.00        |                   |
| Check: 2390     | 08/02/2000                   |               |                   |
| Vendor: RABANC  | Rabanco Connections          | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 30.00         | 195-000241336     |
|                 |                              | -----         |                   |
|                 | Total for Check Number 2390: | 30.00         |                   |
| Check: 2391     | 08/02/2000                   |               |                   |
| Vendor: REEVE   | Carter Reeve                 | <u>Amount</u> | <u>Invoice No</u> |
|                 |                              | 206.29        |                   |

74.94

Total for Check Number 2391:

281.23

Check: 2392  
Vendor: SAM

08/02/2000  
Sammamish Plateau Water Sewer

Amount  
9,083.37

Invoice No  
2000-192

Total for Check Number 2392:

9,083.37

Check: 2393  
Vendor: SMART

08/02/2000  
Smart Wireless

Amount  
423.21  
107.52  
217.09  
107.55

Invoice No  
05160B3JCUF  
04210B31RXP  
06260B3JVPW  
07160B3KEFW

Total for Check Number 2393:

855.37

Check: 2394  
Vendor: SB&MAC

08/02/2000  
Stewart Beall & MacNichols

Amount  
140.00

Invoice No

Total for Check Number 2394:

140.00

Check: 2395  
Vendor: UPS

08/02/2000  
United Parcel Service

Amount  
22.85  
21.92

Invoice No  
14AV93-280  
14AV93-290

Total for Check Number 2395:

44.77

Check: 2396  
Vendor: WADOT

08/02/2000  
Wa State Dept of Transp

Amount  
98.00

Invoice No

Total for Check Number 2396:

98.00

Check: 2397  
Vendor: WESTERN

08/02/2000  
Western Graphics, Inc.

Amount  
183.53  
183.53  
183.53  
165.75

Invoice No  
4532  
4532  
4532  
4532

Total for Check Number 2397:

716.34

Total for Accounts Payable Check Run:

70,966.18



**City of Sammamish  
Council Minutes  
Special Meeting/Study Session  
June 28, 2000**

Mayor Jack Barry called the meeting to order at 6:35 p.m.

**Councilmembers present:** Mayor Jack Barry, Deputy Mayor Troy Romero (arrived 6:40), Councilmembers Phil Dyer (arrived 6:40), Don Gerend, Ron Haworth (excused), Kathleen Huckabay and Kenneth Kilroy.

**MOTION:** Councilmember Kilroy moved to excused Councilmember Haworth. Councilmember Huckabay second. Motion passed unanimously 6-0.

**Staff present:** City Attorney Bruce Disend, Director of Administrative Services Dennis Richards, Chief Richard Baranzini, City Engineer Dick Thiel, Community Development Director Ray Gilmore, Planning Manager David Sawyer and City Clerk Melonie Anderson.

**Student Liaisons:** Mary Vinuelas, Skyline High School.

**Roll Call/Pledge**

Roll was called. Councilmember Huckabay led the pledge.

**MOTION:** Councilmember Huckabay moved to approve the agenda. Councilmember. Councilmember Gerend second. Motion passed unanimously 6-0.

Chief Baranzini asked if the Mayor would like to christen the new radar reader trailer after

**MOTION:** Councilmember Kilroy moved to approve the Consent Calendar. Councilmember Huckabay second.

- a) Claims for the period ending June 15, 2000 in amount of \$100,306.21.
- b) Payroll for period May 16-30,2000 in amount of \$46,575.50.
- c) Minutes of Regular Council Meeting May 17, 2000.
- d) Minutes of Regular Council Meeting June 7, 2000.

Motion passed unanimously 6-0.

**4. New Business**

- a) **Ordinance No O2000-62: Granting a Franchise to Metricom, Inc.**

## ***PRELIMINARY***

**MOTION:** Councilmember Huckabay moved to adopt an ordinance for the City of Sammamish granting a franchise to Metricom, Inc. Councilmember Gerend second. Motion passed 6-0.

City Engineer Dick Thiel explained that this ordinance is to correct an oversight that occurred at the time Council adopted the King County Franchises under their jurisdiction. Metricom, Inc. provides high-speed Internet access to the City. Lisa Verner, representing Metricom, Inc., explained the service the company provides. The franchise will remain in effect for seven years.

**b) Ordinance No O2000-65: Fireworks regulations.**

**MOTION:** Councilmember Kilroy moved to adopt an ordinance for the City of Sammamish banning the sale and use of fireworks, and allowing for public displays.

The Fire Chief from Eastside Fire and Rescue spoke in favor of a complete ban on fireworks. He recommended the ban because there are heavily wooded areas in the City, the type of construction here and the interface with surrounding jurisdictions that have completely banned fireworks. If Sammamish remains one of the few cities allowing purchase and use of fireworks, sales and use would probably increase in this area.

Councilmember Huckabay suggested that banning the possession of fireworks should be added to the proposed ordinance.

**MOTION:** Councilmember Dyer moved to amend the original motion introducing the motion to annotate the point of order that the ordinance not now described as having an ordinance number be labeled the substitute ordinance O2000-65. Councilmember Romero second. Motion passed unanimously 6-0.

After questioning several references in the ordinance, Councilmember Dyer asked for a copy of the Washington Administrative Code describing Class C fireworks that are referred to in the ordinance.

Chief Baranzini explained that every type of firework would be banned under this ordinance. When questioned by Councilmember Dyer, the Chief explained that explosive and flying devices cause the highest incidences of severe injuries. Sparklers cause the highest frequencies of minor injuries. A juvenile convicted of using, selling or possessing fireworks would be guilty of a misdemeanor.

**MOTION:** Deputy Mayor Romero moved to recess the Council for four minutes. Councilmember Gerend second. Motion passed unanimously 6-0.

Council recessed from 7:21 to 7:25.

**MOTION:** Councilmember Romero moved to table ordinance O2000-65 until after the study session. Councilmember Huckabay second. Motion passed unanimously 6-0.

**c) Contract C2000-52: Agreement with Puget Sound Energy for Arterial Street Lights.**

City Engineer Dick Thiel made the staff presentation. This contract will provide for filling in streetlights where necessary. The annual cost of the energy for a full year is about \$23,000. The project will be completed in September. It is not a budgeted item but there are sufficient funds. There is money in the Street Fund that can be allocated to it.

**MOTION:** Councilmember Huckabay moved to direct the City Manager to sign a contract between Puget Sound Energy and the City of Sammamish for Arterial Street Lights. Councilmember Romero second. Motion passed 5-1 with Mayor Barry dissenting.

**d) Contract No C2000-53: Agreement with Gray & Osborne, Inc. for Sidewalk/School Project Design.**

City Engineer Dick Thiel explained the design work would be for installation of sidewalks in locations identified by both the staff and the two school districts as their top priorities. Total cost for the project will be around \$200,000. Though the work will not be completed before school starts it should be complete by October and should not disrupt traffic.

Councilmember Kilroy stated that he would vote against this measure because he believes \$30,000 is too much money just for design.

**MOTION:** Councilmember Huckabay moved to direct the City Manager to sign a contract between Gray & Osborne, Inc. and the City of Sammamish for Sidewalk/School Projects Design. Councilmember Gerend second. Motion passed 4-2 with Councilmember Kilroy and Deputy Mayor Romero dissenting.

**MOTION:** Deputy Mayor Romero moved to recess the Special Meeting from 7:40 pm until 9:15 pm so Council could continue with the study session. Councilmember Gerend second. Motion passed 6-0.

Council recessed until 7:55 pm.

Council opened the Study Session portion of the meeting at 7:55 pm. They spoke with 24 candidates for the Planning Advisory Board. After the interviews Mayor Barry directed the Community Development Committee to come back with 15 nominations to the board plus four alternates.

Mayor Barry reconvened the Special Meeting at 9:25 pm.

**MOTION:** Councilmember Dyer moved to reconsider Ordinance No. O2000-65 to return it to the table. Councilmember Romero seconded. Motion passed unanimously 6-0.

**AMENDMENT:** Councilmember Dyer moved four amendments to Ordinance No. O2000-65 to read as follows: (1) It is unlawful for any person to sell, possess, use or

**PRELIMINARY**

discharge any fireworks within the city except for the following types of fireworks as defined under WAC 212-17-035: 212-17-035 (1) (a), (b), (c), and (g) only. (2) No person shall offer for retail or wholesale sale, fireworks, (other than those exempted under Section 2, as defined by WAC as 212-17-035 (1)(a), (b), (c), and (g) only. Except as authorized by a State license and City permit granted pursuant to RCW 70.77.260 (2) (application for permit), RCW 70.77.280 (public display permit) or RCW 70.77.311(2) (use by individual or group for religious or other specified purpose on approved date and at approved location), no person shall ignite, explode or discharge fireworks within the City except those defined under WAC as 212-17-035 (1)(a), (b), (c), and (g) only. (3) Add a new section to read: Purchase, Possession, Use and Discharge of permitted fireworks; As permitted in sections 2 and 4 of this ordinance, the public may purchase permitted fireworks at authorized stands between noon, June 28, 2001 and 5:00 PM on July 4<sup>th</sup> of each year. Purchase or discharge is prohibited between the hours of 11:00 PM and 9:00 AM, and discharge shall only be allowed on July 4<sup>th</sup> of each year. (4) A new section is added (to be numbered accordingly), The authorized, contracted or employed Fire Chief/Marshall of the City of Sammamish, in cooperation and conjunction with the Chief of Police of the City of Sammamish shall conduct an ongoing study of effects of this ordinance to improve the safety and well being of Sammamish citizens. This study shall include but not be limited to injury rate, severity and type in comparison to pre-ordinance conditions, and recommendations for further safety considerations.  
Councilmember Gerend seconded. Motion passed 6-0.

**MAIN MOTION:** To adopt amended ordinance O2000-65 passed 5-1 with Deputy Mayor Romero dissenting.

- e) Revised Organizational Chart.

City Manager Mike Wilson explained the changes to the organizational chart, noting that staff was only requesting one additional position (Administrative Assistant in Public Works).

**MOTION:** Councilmember Dyer moved to table the consideration of the organizational chart until after the Council retreat. Councilmember Kilroy seconded. Motion passed 5-1 with Councilmember Gerend dissenting.

**MOTION:** Councilmember Kilroy moved to change the date of the Council Retreat from August 5 to July 22. Deputy Mayor Romero seconded. Motion passed 6-0.

**Adjournment:** Mayor Barry adjourned the meeting at 10:20 pm

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Melonie Anderson, City Clerk

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Mayor Jack Barry

**City of Sammamish  
City Council  
Regular Meeting Minutes  
July 5, 2000**

**Councilmembers present:** Mayor Jack Barry, Councilmembers Phil Dyer, Don Gerend, Kathleen Huckabay and Kenneth Kilroy.

**Councilmembers excused:** Deputy Mayor Troy Romero and Councilmember Ron Haworth.

**Staff present:** City Manager Michael Wilson, Administrative Services Director Dennis Richards, City Attorney Bruce Disend, Police Chief Richard Baranzini, Community Development Director Ray Gilmore, City Engineer Dick Thiel and City Clerk Melonie Anderson

Mayor Barry called the meeting to order at 7:40 PM.

**Roll Call/Pledge:** Roll was called and Councilmember Kilroy led the pledge. Councilmember Kilroy moved to excused Councilmember Haworth and Deputy Mayor Romero. Councilmember Gerend seconded the motion. Motion carried unanimously.

**Introduction of Special Guests:** Mayor Barry introduced Sarah Campbell, National Merit Recipient from Eastlake High School.

**1. Approval of Agenda:**

**Motion:** Councilmember Gerend moved to approve the agenda. Councilmember Kilroy seconded the amendment. Motion carried unanimously 5-0.

**Amendment:** Councilmember Huckabay moved to amend the agenda to removed the claims from the consent agenda and change Item 3a claims amount from \$264,014.28 to \$133,525.00. Councilmember Dyer seconded the motion. Motion carried unanimously 6-0.

**2. Public Comment:**

David Holmes, 1818 211<sup>th</sup> Way NE, Asked for clarification of the current building moratorium. Councilmember Dyer requested he put his specific questions in writing and submit them to the Community Development Committee for review.

Scott Hamilton, 23410 SE 8<sup>th</sup> Street, Complimented the Police Department for monitoring the speeding on SE 8<sup>th</sup> Street. He also suggested that the MVET money the City received from the state be used for providing recreation facilities in the City.

## ***PRELIMINARY***

Bruce Heath, 21206 NE 4<sup>th</sup> Street, Spoke regarding the closure of 212<sup>th</sup> Street. He was concerned that emergency response time would be greatly increased due to the closure. City Engineer Dick Thiel responded to his concerns.

Mike Mandella, 21334 SE 3<sup>rd</sup> Street, Spoke from the audience to clarify how Fire Departments are notified of road closures.

Tom Harmon, 2302 West Beaver Lake Drive, Spoke regarding the 212<sup>th</sup> closure. He suggested that 212<sup>th</sup> not be closed until 228<sup>th</sup> is finished to help avoid congestion.

### **3. Consent Calendar**

**Motion:** Councilmember Huckabay moved to approve the amended consent agenda. Councilmember Kilroy seconded the motion. Motion passed unanimously to approve claims for the period ending July 5, 2000 in the amended amount of \$133,525.00, payroll for period June 20th in the amount of \$55,624.27 and Minutes of June 21, 2000 Regular Meeting/Study Session.

### **4. Unfinished Business**

**Motion:** Councilmember Kilroy moved to appoint Mary Vinuelas to fill the Student Liaison position for Skyline High School. Councilmember Huckabay seconded. The motion passed unanimously, 5-0.

### **5. New Business**

#### **a) Ordinance: Intent to Join and Be Annexed to the King Country Rural Library District.**

**Motion:** Councilmember Huckabay moved to place on the ballot the City's intent to join and be annexed by the King County Rural Library District. Councilmember Gerend seconded.

City Manager Michael Wilson explained the options available for placing this item on the ballot of a Special Election or General election. Having the item on the Special election is more expensive for the City than having it on the General Election.

Bill Ptasek, King County Library Director, spoke in support of this measure.

**Amendment:** Councilmember Dyer moved to amend Section 3 in the second paragraph striking the words February 29, 2000 and replacing them with "on the General Election 2000 ballot". Councilmember Gerend seconded. Motion passed unanimously 5-0.

**Main motion passed unanimously 5-0. (Ordinance O2000-66).**

#### **b) Resolution: Final Plat approval for Redhawk Development**

**Motion:** Councilmember Gerend moved to approve the final plat for the Redhawk Development. Councilmember Huckabay seconded.

Community Development Director Ray Gilmore gave the staff report. The plat was submitted to King County in 1997 and was vested in 1998 under their rules and regulation. The Hearing Examiner decision was rendered in 1998 recommending approval of the preliminary plat with conditions. King County submitted a letter in 2000 recommending approval and stating the applicant has met all required conditions. Staff is recommending approval.

City Attorney Disend explained Council has very little authority to deny the plat since the applicant has met all required conditions.

Councilmember Dyer questioned the condition that gives DDES the right to make decisions on the plat if an interlocal agreement was not in effect. City Attorney Disend said the condition should not be changed.

Councilmember Huckabay questioned whether the City has a way of tracking to make sure developers have paid their required fees to King County. City Manager Wilson assured her that there safeguards to ensure all fees are paid.

Councilmember Gerend questioned several conditions on the Hearing Examiner's report concerning slope easement and if this requirement was waived. He wondered about the requirement of installing a left-turn lane and also the requirement for improvement of the roads and what standards were used for the improvement. He requested information on how the applicant will be dealing with the storm water and phosphorus treatment.

Councilmember Dyer was concerned about the road variance authorizing less than the 1000 feet between intersections. He requested staff to research these issues and provide further information before final approval is given.

**Motion:** Councilmember Dyer moved to table the motion to the next regularly scheduled meeting allowing staff time to provide further information for Council. Councilmember Gerend seconded. Motion passed 4-1 with Councilmember Kilroy dissenting.

**c) Contract: Landerman-Moore Associates for Parks & Recreation Comprehensive Open Space Plan**

**Motion:** Councilmember Huckabay moved to approve the contract with Landerman-Moore for development of the Parks & Recreation Comprehensive Plan. Councilmember Gerend seconded. Motion passed unanimously 5-0 (C2000-55)

Parks & Recreation Manager Jeff Watling described the scope of work to be performed by Landerman-Moore and explained the selection process for choosing the consultant.

**d) Financial Update**

City Manager Wilson presented a mid-year financial report. He highlighted the Real Estate Excise Tax revenue, which totals 1.3 million dollars to date. The City will

also receive 3.4 million dollars from the local assistance program over the next two years to help offset the decrease in revenue from MVET funds. He stressed that there are no guarantees for these funds in the future.

**6) Council and Committee Reports**

- Public Safety Committee: Councilmember Kilroy reported the Police Contract decrease for last year.
- Finance Committee: Councilmember Huckabay reported that not all expenditures have been received yet, so the reports may not be that meaningful to everyone. Next month they should be more informative.

Councilmember Huckabay also reported on the Puget Sound Regional Council meetings that she has been attending.

- Community Development Committee: Councilmember Dyer noted that the committee was unable to meet until July 18 at which time they will make the Planning Advisory Board recommendations.
- Public Works Committee did not meet.

**6. City Manager and Staff Reports**

- Chief Baranzini reported on activity that took place over July 4. A police car was damaged on July 2 by three unknown teenagers.
- Jeff Watling reported that July 22 is the date for Symphony on the Green event. The department has received a great return on the Park & Recreation survey.
- Dick Thiel reported on Public Works issues. The traffic trailer is producing good results. 228<sup>th</sup> Street SE will not need to be closed completely during construction. A left turn signal was installed at SE 24<sup>th</sup> Street and 228<sup>th</sup> Street SE. Work is nearly complete on the design of Phase 1B.
- Community Development Director Ray Gilmore displayed the Permit Process Flow chart and the monthly report of permitting activity in the City. Notice was sent out to developers and realtors to inform them the City will be removing illegal signs in the Right-of-Way. The Community Development Committee will review the Equestrian Overlay at the July 18<sup>th</sup> meeting.
- Michael Wilson pointed out the City Goals have been mounted on poster board and are on display in Council Chambers. Staff is working on the Eastlake Sammamish Trail. The City is not supporting any interim use of the trail until a master plan has been submitted. The interlocal for Fire Services will be before

Council at the August 2nd Regular Meeting. A Mid-Year Achievement Report will be ready soon. The City Web Site is being redesigned and updated.

**8. Public Comment**

Glenn Forbes, 2418 Sahalee Drive West, Councilmembers and Staff are not speaking loud enough for the audience to hear clearly.

Tom Harmon, (spoke previously), Felt it would be good to invite the developers when considering their final plat approval.

Councilmember Dyer stated for the record that the State Open Meetings Act would be applicable to all Council Committee Meetings when more than 3 members attend or less than four members are exercising actual or de facto decisionmaking power, when it conducts hearings or when it takes testimony or public comment.

**9. Adjournment** – Mayor Barry adjourned the meeting at 9:45 PM.

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Melonie Anderson, City Clerk

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Mayor Jack Barry



**City of Sammamish  
City Council  
Regular Meeting Minutes  
July 19, 2000**

**Councilmembers present:** Mayor Jack Barry, Deputy Mayor Troy Romero, Councilmembers Phil Dyer, Don Gerend, Ron Haworth, Kathleen Huckabay and Kenneth Kilroy.

**Staff present:** City Manager Michael Wilson, Community Development Director Ray Gilmore, City Engineer Dick Thiel and City Clerk Melonie Anderson.

Mayor Barry called the meeting to order at 7:35 PM.

**Roll Call/Pledge:** Roll was called and Councilmember Dyer led the pledge.

**Introduction of Special Guests/Presentations:** Troy Romero introduced David Breinig, a scout earning his Community Service badge by attending the meeting. Councilmember Dyer introduced Glenn Anderson, candidate for Legislative District 5 for the House of Representatives. Mayor Barry introduced Cheryl Pflug, State Representative for the 5<sup>th</sup> District. She gave an update on the most pertinent legislation affecting cities.

Police Chief Baranzini presented the Officer of the Year for the second quarter, Officer Richard Barton.

**1. Approval of Agenda:**

Motion: Deputy Mayor Troy Romero moved to approve the agenda. Councilmember Haworth seconded. Motion carried unanimously 7-0.

**2. Public Comment:**

Octavian Popa, 1810 244<sup>th</sup> Avenue SE - Represented the 244<sup>th</sup> Avenue SE Homeowners Association in their opposition to the conversion of the street to a minor arterial.

Brent Jones, 2018 245<sup>th</sup> Avenue SE - Offered his opinion on the environmental impacts on the wetlands area downhill from 244<sup>th</sup> Avenue SE if the road were extended.

Janet Duncan, 2117 245<sup>th</sup> Avenue SE – Spoke in opposition to the extension of 244<sup>th</sup> Avenue SE.

Shawn Farmer, 2417 220<sup>th</sup> Place NE - Presented a petition regarding the planned development of the Crossing at Pine Lake signed by Eastlake Sammamish High School students. She did this as part of her Senior Project.

Sunny Laws, Mystic Lake (non-resident) – Noted that someone sent an e-mail saying she was clearing her wetlands. She said this was not true.

**3. Consent Calendar**

Motion: Councilmember Huckabay moved to approve the consent calendar claims for the period ending July 13, 2000 in amount of \$242,263.93, payroll for period June 16-30, 2000 in amount of \$64,522.83 and minutes of Special Meeting, July 12, 2000. Councilmember Kilroy seconded. Motion passed 6-1 with Councilmember Kilroy dissenting.

**4. New Business**

**a) Appointment of Planning Advisory Board Members and Alternates**

MOTION: Councilmember Dyer moved to adopt a Resolution of the City of Sammamish appointing the following people, as recommended by the Community Development Committee, to the Planning Advisory Board: R. William Baldwin (Chair), Jeff Roush, Robert Keller Vali Eberhardt, Will Sadler, Jolie Imperatori, James Sanders, Karen Moran, Sally Jarvis (Vice-Chair), Ken Baugh, Dale Snyder, John Rose, Lee Fillinge, Scott Hamilton and Sandra Barrett. The following people are designated as alternates: Brad Forslund, John Davis, Jon Griffin and Katherine Kendall. Deputy Mayor Romero seconded. Motion passed unanimously 7-0. (R2000-54)

AMENDMENT: Councilmember Kilroy moved to strike from the Resolution the paragraph stating "Whereas the Community Development Committee reviewed the letters of interests and resumes and recommended a short list", etc. and to delete the paragraph stating "all of whom were residents", etc. Councilmember Huckabay seconded. Motion passed unanimously, 7-0.

**b) Contract C2000-56: Authorize the City Manager to execute a contract for engineering design of 228<sup>th</sup> Avenue NE Phase 1B with Inca Engineering**

MOTION: Councilmember Haworth moved to direct the City Manager to execute a contract for engineering design of 228th Avenue NE Phase 1B with Inca Engineering. Councilmember Gerend seconded.

City Engineer Dick Thiel explained the process for selecting Inca as the Engineering firm and outlined the scope of work for the project. King County did 30% of the design and Inca will finish the remaining work. The design work and negotiations for right of way would proceed, even if the City does not receive the anticipated funding for the construction phase of the project.

AMENDMENT: Councilmember Dyer moved to amend the contract by increasing Inca's insurance coverage from \$500,000 to \$1,000,000. Deputy Mayor Romero seconded. Motion carried unanimously, 7-0

Main Motion passed unanimously, 7-0,

**c) Contract C2000-57: Authorize City Manager to execute contract for engineering review services with Gray & Osborne for development review.**

MOTION: Councilmember Haworth moved to direct the City Manager to execute a contract with Gray & Osborne for engineering review services. Councilmember Gerend seconded.

City Engineer Dick Thiel explained that the need for development reviews have increased dramatically. Staff is recommending developing a relationship with a consultant rather than increase staff to perform this work. There is no cost to the City for these services because all review fees are passed on to the developers.

AMENDMENT: Councilmember Dyer moved to amend the contract by (a) changing the date of execution the contract, (b) change the termination of the contract to 2001 and (c) to change the venue of disputes from Pierce to King County. Deputy Mayor Romero seconded. Amendment passed unanimously, 7-0.

AMENDMENT: Councilmember Dyer moved to attached the rate schedule and reference it in the contract. Councilmember Haworth seconded. Amendment passed unanimously, 7-0.

MAIN MOTION PASSED UNANIMOUSLY, 7-0.

**d) Approval for Councilmember Kilroy for membership in and registration for the International Association of Chiefs of Police annual conference.**

MOTION: Councilmember Haworth moved to approve Councilmember Kilroy's membership in and registration to the International Association of Chiefs of Police along with any other travel related expenses. Councilmember Dyer seconded. Motion passed unanimously, 7-0.

Council recessed from 8:50 pm to 9:05.

**5) Council and Committee Reports**

**a) Council Retreat**

Mayor Jack Barry recommended Council call a Special Meeting for the purpose of reviewing the performance of the City Manager on Saturday, July 22, 2000. City Attorney Bruce Disend recommended continuing this meeting to July 22 for the purpose of an executive session.

*Public Works Committee* - Councilmember Haworth outlined the following projects the committee has considered:

## ***PRELIMINARY***

- 228<sup>th</sup> Phase 1A project is on schedule and paving should be complete around September 25, 2000.
- Phase 1B Design
- Sales tax increase for Sound Transit to .03 of 1%.
- Report from the consultant on the Storm Drainage Development charges. An ordinance for an interim development charge will be ready for the August 2 meeting.
- Round-about discussion.

*Public Safety Committee* – Councilmember Kilroy reported the Police contract will come before Council at the August 2, 2000 Regular Meeting.

*Community Development Committee* – Deputy Mayor Romero

- Planning Advisory Board Members
- Fire Sprinkler Ordinance will come before Council at the August 2, 2000 Regular Meeting.
- Equestrian Overlay issue is being assigned to the Parks & Recreation Committee and the Planning Advisory Board.
- There will be a Hearing for the extension of the Building Moratorium in August.
- The committee is changing their meeting day to the third Wednesday at 6:30 pm.

Councilmember Huckabay report on Endangered Species act and related salmon issues. She said that some cities are considering an interlocal agreement in response to the 4D rule.

*Mayor's Report* – Mayor Berry read a letter from Mr. Tanaka concerning the Eastlake Sammamish Trail and some difficulties between the County and the City concerning the issuing of building permits. He also said that several citizens have complained that they cannot hear Councilmembers and staff clearly during the meetings.

### **5. City Manager and Staff Reports**

*Public Works* - City Engineer Dick Thiel announced the Neighborhood Traffic Management plan is being revised. Two maintenance workers have been hired. There are several road closures.

## ***PRELIMINARY***

*Public Safety* – Chief Baranzini reported that the emergency management plan is progressing. August 1 will be the first Sammamish National Night Out to bring awareness to neighborhood watch programs and to get to know the fire and police officers.

*Community Development* – Community Development Director Ray Gilmore reported that volunteers removed 46 improper signs last weekend.

*City Manager* – Presented a report that lists the accomplishments of the staff to date. The Fire Services contract should be ready for the August 2, 2000 Regular Meeting. The website is being improved.

### **8. Public Comment**

Tom Harmon, (no address given), He had information on headphones that could help people in the audience hear speakers more easily.

**MOTION: Deputy Mayor Romero moved to continue the meeting to July 22, 2000 at 10:00 am for an Executive Session to review the City Manager's performance.**  
Councilmember Haworth seconded. Motion passed unanimously, 7-0.

### **9. Adjournment – Mayor Barry adjourned the meeting at 9:45 PM.**

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Melonie Anderson, City Clerk

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Mayor Jack Barry



**City of Sammamish  
City Council  
Regular Meeting Minutes  
July 5, 2000**

**Councilmembers present:** Mayor Jack Barry, Councilmembers Phil Dyer, Don Gerend, Kathleen Huckabay and Kenneth Kilroy.

**Councilmembers excused:** Deputy Mayor Troy Romero and Councilmember Ron Haworth.

**Staff present:** City Manager Michael Wilson, Administrative Services Director Dennis Richards, City Attorney Bruce Disend, Police Chief Richard Baranzini, Community Development Director Ray Gilmore, City Engineer Dick Thiel and City Clerk Melonie Anderson

Mayor Barry called the meeting to order at 7:40 PM.

**Roll Call/Pledge:** Roll was called and Councilmember Kilroy led the pledge. Councilmember Kilroy moved to excused Councilmember Haworth and Deputy Mayor Romero. Councilmember Gerend seconded the motion. Motion carried unanimously.

**Introduction of Special Guests:** Mayor Barry introduced Sarah Campbell, National Merit Recipient from Eastlake High School.

**1. Approval of Agenda:**

**Motion:** Councilmember Gerend moved to approve the agenda. Councilmember Kilroy seconded the amendment. Motion carried unanimously 5-0.

**Amendment:** Councilmember Huckabay moved to amend the agenda to removed the claims from the consent agenda and change Item 3a claims amount from \$264,014.28 to \$133,525.00. Councilmember Dyer seconded the motion. Motion carried unanimously 6-0.

**2. Public Comment:**

David Holmes, 1818 211<sup>th</sup> Way NE, Asked for clarification of the current building moratorium. Councilmember Dyer requested he put his specific questions in writing and submit them to the Community Development Committee for review.

Scott Hamilton, 23410 SE 8<sup>th</sup> Street, Complimented the Police Department for monitoring the speeding on SE 8<sup>th</sup> Street. He also suggested that the MVET money the City received from the state be used for providing recreation facilities in the City.

## ***PRELIMINARY***

Bruce Heath, 21206 NE 4<sup>th</sup> Street, Spoke regarding the closure of 212<sup>th</sup> Street. He was concerned that emergency response time would be greatly increased due to the closure. City Engineer Dick Thiel responded to his concerns.

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Tom Harmon, 2302 West Beaver Lake Drive, Spoke regarding the 212<sup>th</sup> closure. He suggested that 212<sup>th</sup> not be closed until 228<sup>th</sup> is finished to help avoid conjection.

### **3. Consent Calendar**

**Motion:** Councilmember Huckabay moved to approve the amended consent agenda. Councilmember Kilroy seconded the motion. Motion passed unanimously to approve claims for the period ending July 5, 2000 in the amended amount of \$133,525.00, payroll for period June 20<sup>th</sup> in the amount of \$55,624.27 and Minutes of June 21, 2000 Regular Meeting/Study Session.

### **4. Unfinished Business**

**Motion:** Councilmember Kilroy moved to appoint Mary Vinuelas to fill the Student Liaison position for Skyline High School. Councilmember Huckabay seconded. The motion passed unanimously, 5-0.

### **5. New Business**

#### **a) Ordinance: Intent to Join and Be Annexed to the King Country Rural Library District.**

**Motion:** Councilmember Huckabay moved to place on the ballot the City's intent to join and be annexed by the King County Rural Library District. Councilmember Gerend seconded.

City Manager Michael Wilson explained the options available for placing this item on the ballot of a Special Election or General election. Having the item on the Special election is more expensive for the City than having it on the General Election.

Bill Ptasek, King County Library Director, spoke in support of this measure.

**Amendment:** Councilmember Dyer moved to amend Section 3 in the second paragraph striking the words February 29, 2000 and replacing them with "on the General Election 2000 ballot". Councilmember Gerend seconded. Motion passed unanimously 5-0.

**Main motion passed unanimously 5-0. (Ordinance O2000-66).**

#### **b) Resolution: Final Plat approval for Redhawk Development**

**Motion:** Councilmember Gerend moved to approve the final plat for the Redhawk Development. Councilmember Huckabay seconded.

Community Development Director Ray Gilmore gave the staff report. The plat was submitted to King County in 1997 and was vested in 1998 under their rules and regulation. The Hearing Examiner decision was rendered in 1998 recommending approval of the preliminary plat with conditions. King County submitted a letter in 2000 recommending approval and stating the applicant has met all required conditions. Staff is recommending approval.

City Attorney Disend explained Council has very little authority to deny the plat since the applicant has met all required conditions.

Councilmember Dyer questioned the condition that gives DDES the right to make decisions on the plat if an interlocal agreement was not in effect. City Attorney Disend said the condition should not be changed.

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Councilmember Dyer was concerned about the road variance authorizing less than the 1000 feet between intersections. He requested staff to research these issues and provide further information before final approval is given.

**Motion:** Councilmember Dyer moved to table the motion to the next regularly scheduled meeting allowing staff time to provide further information for Council. Councilmember Gerend seconded. Motion passed 4-1 with Councilmember Kilroy dissenting.

**c) Contract: Landerman-Moore Associates for Parks & Recreation Comprehensive Open Space Plan**

**Motion:** Councilmember Huckabay moved to approve the contract with Landerman-Moore for development of the Parks & Recreation Comprehensive Plan. Councilmember Gerend seconded. Motion passed unanimously 5-0 (C2000-55)

Parks & Recreation Manager Jeff Watling described the scope of work to be performed by Landerman-Moore and explained the selection process for choosing the consultant.

**d) Financial Update**

City Manager Wilson presented a mid-year financial report. He highlighted the Real Estate Excise Tax revenue, which totals 1.3 million dollars to date. The City will

also receive 3.4 million dollars from the local assistance program over the next two years to help offset the decrease in revenue from MVET funds. He stressed that there are no guarantees for these funds in the future.

**6) Council and Committee Reports**

- Public Safety Committee: Councilmember Kilroy reported the Police Contract decrease for last year.
- Finance Committee: Councilmember Huckabay reported that not all expenditures have been received yet, so the reports may not be that meaningful to everyone. Next month they should be more informative.

Councilmember Huckabay also reported on the Puget Sound Regional Council meetings that she has been attending.

- Community Development Committee: Councilmember Dyer noted that the committee was unable to meet until July 18 at which time they will make the Planning Advisory Board recommendations.
- Public Works Committee did not meet.

**6. City Manager and Staff Reports**

- Chief Baranzini reported on activity that took place over July 4. A police car was damaged on July 2 by three unknown teenagers.
- Jeff Watling reported that July 22 is the date for Symphony on the Green event. The department has received a great return on the Park & Recreation survey.
- Dick Thiel reported on Public Works issues. The traffic trailer is producing good results. 228<sup>th</sup> Street SE will not need to be closed completely during construction. A left turn signal was installed at SE 24<sup>th</sup> Street and 228<sup>th</sup> Street SE. Work is nearly complete on the design of Phase 1B.
- Community Development Director Ray Gilmore displayed the Permit Process Flow chart and the monthly report of permitting activity in the City. Notice was sent out to developers and realtors to inform them the City will be removing illegal signs in the Right-of-Way. The Community Development Committee will review the Equestrian Overlay at the July 18<sup>th</sup> meeting.
- Michael Wilson pointed out the City Goals have been mounted on poster board and are on display in Council Chambers. Staff is working on the Eastlake Sammamish Trail. The City is not supporting any interim use of the trail until a master plan has been submitted. The interlocal for Fire Services will be before

Council at the August 2nd Regular Meeting. A Mid-Year Achievement Report will be ready soon. The City Web Site is being redesigned and updated.

**8. Public Comment**

Glenn Forbes, 2418 Sahalee Drive West, Councilmembers and Staff are not speaking loud enough for the audience to hear clearly.

Tom Harmon, (spoke previously), Felt it would be good to invite the developers when considering their final plat approval.

Councilmember Dyer stated for the record that the State Open Meetings Act would be applicable to all Council Committee Meetings when more than 3 members attend or less than four members are exercising actual or de facto decisionmaking power, when it conducts hearings or when it takes testimony or public comment.

**9. Adjournment** – Mayor Barry adjourned the meeting at 9:45 PM.

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Melonie Anderson, City Clerk

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Mayor Jack Barry



**City of Sammamish  
City Council  
Regular Meeting Minutes  
July 19, 2000**

**Councilmembers present:** Mayor Jack Barry, Deputy Mayor Troy Romero, Councilmembers Phil Dyer, Don Gerend, Ron Haworth, Kathleen Huckabay and Kenneth Kilroy.

**Staff present:** City Manager Michael Wilson, Community Development Director Ray Gilmore, City Engineer Dick Thiel and City Clerk Melonie Anderson.

Mayor Barry called the meeting to order at 7:35 PM.

**Roll Call/Pledge:** Roll was called and Councilmember Dyer led the pledge.

**Introduction of Special Guests/Presentations:** Troy Romero introduced David Breinig, a scout earning his Community Service badge by attending the meeting. Councilmember Dyer introduced Glenn Anderson, candidate for Legislative District 5 for the House of Representatives. Mayor Barry introduced Cheryl Pflug, State Representative for the 5<sup>th</sup> District. She gave an update on the most pertinent legislation affecting cities.

Police Chief Baranzini presented the Officer of the Year for the second quarter, Officer Richard Barton.

**1. Approval of Agenda:**

Motion: Deputy Mayor Troy Romero moved to approve the agenda. Councilmember Haworth seconded. Motion carried unanimously 7-0.

**2. Public Comment:**

Octavian Popa, 1810 244<sup>th</sup> Avenue SE - Represented the 244<sup>th</sup> Avenue SE Homeowners Association in their opposition to the conversion of the street to a minor arterial.

Brent Jones, 2018 245<sup>th</sup> Avenue SE - Offered his opinion on the environmental impacts on the wetlands area downhill from 244<sup>th</sup> Avenue SE if the road were extended.

Janet Duncan, 2117 245<sup>th</sup> Avenue SE – Spoke in opposition to the extension of 244<sup>th</sup> Avenue SE.

Shawn Farmer, 2417 220<sup>th</sup> Place NE - Presented a petition regarding the planned development of the Crossing at Pine Lake signed by Eastlake Sammamish High School students. She did this as part of her Senior Project.

Sunny Laws, Mystic Lake (non-resident) – Noted that someone sent an e-mail saying she was clearing her wetlands. She said this was not true.

**3. Consent Calendar**

Motion: Councilmember Huckabay moved to approve the consent calendar claims for the period ending July 13, 2000 in amount of \$242,263.93, payroll for period June 16-30, 2000 in amount of \$64,522.83 and minutes of Special Meeting, July 12, 2000. Councilmember Kilroy seconded. Motion passed 6-1 with Councilmember Kilroy dissenting.

**4. New Business**

**a) Appointment of Planning Advisory Board Members and Alternates**

**MOTION:** Councilmember Dyer moved to adopt a Resolution of the City of Sammamish appointing the following people, as recommended by the Community Development Committee, to the Planning Advisory Board: R. William Baldwin (Chair), Jeff Roush, Robert Keller Vali Eberhardt, Will Sadler, Jolie Imperatori, James Sanders, Karen Moran, Sally Jarvis (Vice-Chair), Ken Baugh, Dale Snyder, John Rose, Lee Fillinge, Scott Hamilton and Sandra Barrett. The following people are designated as alternates: Brad Forslund, John Davis, Jon Griffin and Katherine Kendall. Deputy Mayor Romero seconded. Motion passed unanimously 7-0. (R2000-54)

**AMENDMENT:** Councilmember Kilroy moved to strike from the Resolution the paragraph stating "Whereas the Community Development Committee reviewed the letters of interests and resumes and recommended a short list", etc. and to delete the paragraph stating "all of whom were residents", etc. Councilmember Huckabay seconded. Motion passed unanimously, 7-0.

**b) Contract C2000-56: Authorize the City Manager to execute a contract for engineering design of 228<sup>th</sup> Avenue NE Phase 1B with Inca Engineering**

**MOTION:** Councilmember Haworth moved to direct the City Manager to execute a contract for engineering design of 228th Avenue NE Phase 1B with Inca Engineering. Councilmember Gerend seconded.

City Engineer Dick Thiel explained the process for selecting Inca as the Engineering firm and outlined the scope of work for the project. King County did 30% of the design and Inca will finish the remaining work. The design work and negotiations for right of way would proceed, even if the City does not receive the anticipated funding for the construction phase of the project.

**AMENDMENT:** Councilmember Dyer moved to amend the contract by increasing Inca's insurance coverage from \$500,000 to \$1,000,000. Deputy Mayor Romero seconded. Motion carried unanimously, 7-0

Main Motion passed unanimously, 7-0,

**c) Contract C2000-57: Authorize City Manager to execute contract for engineering review services with Gray & Osborne for development review.**

MOTION: Councilmember Haworth moved to direct the City Manager to execute a contract with Gray & Osborne for engineering review services. Councilmember Gerend seconded.

City Engineer Dick Thiel explained that the need for development reviews have increased dramatically. Staff is recommending developing a relationship with a consultant rather than increase staff to perform this work. There is no cost to the City for these services because all review fees are passed on to the developers.

AMENDMENT: Councilmember Dyer moved to amend the contract by (a) changing the date of execution the contract, (b) change the termination of the contract to 2001 and (c) to change the venue of disputes from Pierce to King County. Deputy Mayor Romero seconded. Amendment passed unanimously, 7-0.

AMENDMENT: Councilmember Dyer moved to attached the rate schedule and reference it in the contract. Councilmember Haworth seconded. Amendment passed unanimously, 7-0.

MAIN MOTION PASSED UNANIMOUSLY, 7-0.

**d) Approval for Councilmember Kilroy for membership in and registration for the International Association of Chiefs of Police annual conference.**

MOTION: Councilmember Haworth moved to approve Councilmember Kilroy's membership in and registration to the International Association of Chiefs of Police along with any other travel related expenses. Councilmember Dyer seconded. Motion passed unanimously, 7-0.

Council recessed from 8:50 pm to 9:05.

**5) Council and Committee Reports**

**a) Council Retreat**

Mayor Jack Barry recommended Council call a Special Meeting for the purpose of reviewing the performance of the City Manager on Saturday, July 22, 2000. City Attorney Bruce Disend recommended continuing this meeting to July 22 for the purpose of an executive session.

*Public Works Committee* - Councilmember Haworth outlined the following projects the committee has considered:

## ***PRELIMINARY***

- 228<sup>th</sup> Phase 1A project is on schedule and paving should be complete around September 25, 2000.
- Phase 1B Design
- Sales tax increase for Sound Transit to .03 of 1%.
- Report from the consultant on the Storm Drainage Development charges. An ordinance for an interim development charge will be ready for the August 2 meeting.
- Round-about discussion.

*Public Safety Committee* – Councilmember Kilroy reported the Police contract will come before Council at the August 2, 2000 Regular Meeting.

*Community Development Committee* – Deputy Mayor Romero

- Planning Advisory Board Members
- Fire Sprinkler Ordinance will come before Council at the August 2, 2000 Regular Meeting.
- Equestrian Overlay issue is being assigned to the Parks & Recreation Committee and the Planning Advisory Board.
- There will be a Hearing for the extension of the Building Moratorium in August.
- The committee is changing their meeting day to the third Wednesday at 6:30 pm.

Councilmember Huckabay report on Endangered Species act and related salmon issues. She said that some cities are considering an interlocal agreement in response to the 4D rule.

*Mayor's Report* – Mayor Berry read a letter from Mr. Tanaka concerning the Eastlake Sammamish Trail and some difficulties between the County and the City concerning the issuing of building permits. He also said that several citizens have complained that they cannot hear Councilmembers and staff clearly during the meetings.

### **5. City Manager and Staff Reports**

*Public Works* - City Engineer Dick Thiel announced the Neighborhood Traffic Management plan is being revised. Two maintenance workers have been hired. There are several road closures.

## ***PRELIMINARY***

*Public Safety* – Chief Baranzini reported that the emergency management plan is progressing. August 1 will be the first Sammamish National Night Out to bring awareness to neighborhood watch programs and to get to know the fire and police officers.

*Community Development* – Community Development Director Ray Gilmore reported that volunteers removed 46 improper signs last weekend.

*City Manager* – Presented a report that lists the accomplishments of the staff to date. The Fire Services contract should be ready for the August 2, 2000 Regular Meeting. The website is being improved.

### **8. Public Comment**

Tom Harmon, (no address given), He had information on headphones that could help people in the audience hear speakers more easily.

**MOTION:** Deputy Mayor Romero moved to continue the meeting to July 22, 2000 at 10:00 am for an Executive Session to review the City Manager's performance.  
Councilmember Haworth seconded. Motion passed unanimously, 7-0.

### **9. Adjournment – Mayor Barry adjourned the meeting at 9:45 PM.**

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Melonie Anderson, City Clerk

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Mayor Jack Barry



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

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**Subject:**

Meeting Date: August 2, 2000    Date Submitted: July 27, 2000

Vision Statement

Department Originating Community Development

**Clearances:**

\_\_\_\_\_ Administration/Finance                      \_\_\_\_\_ Police

**Action Required:**

\_\_\_\_\_ Public Works    \_\_\_\_\_ Fire

Council approval.

X \_\_\_\_\_ Building/Planning    \_\_\_\_\_ Attorney

\_\_\_\_\_ \_\_\_\_\_ Committee

**Exhibits:**

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**Amount**

**Budgeted:**

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**Summary Statement:**

Council directed the preparation of a vision statement for the City, which will serve as a guideline for the development of the City's Comprehensive Plan. The vision statement was the subject of several meetings before the Community Development Committee. The CDC completed it's development of the vision statement and submitted it to the Council at it's July 26 work-study session.

**Recommended Motion:**

Adopt the attached vision statement, as per the recommendation of the Community Development Committee.



# City of Sammamish City Council

## Vision Statement

**The vision of Sammamish is a community of families. A blend of small-town atmosphere with a suburban character, the City also enjoys a unique core of urban lifestyles and conveniences. It is characterized by quality neighborhoods, vibrant natural features, and outstanding recreational opportunities. A variety of community gathering places provide numerous civic, cultural, and educational opportunities. Residents are actively involved in the decisions that shape the community and ensure a special sense of place.**

### Vision Goals

#### Community Design

- Maintain a small-town atmosphere and suburban character so that new development will complement Sammamish's existing character as well as allow for diversity and creativity.
- Provide a family friendly, kid safe community.
- Encourage community gathering spaces which invite human presence, arouse curiosity, peak interest and allow for the interaction of people.
- Establish a unique sense of place for visitors and residents.
- Respect the character and integrity of existing neighborhoods.

#### Environment

- Preserve trees and green ways by encouraging the preservation or development of large areas of greenery which provide a visual impact as opposed to creating small areas of unusable residue.
- Protect and enhance streams, wetlands and wildlife corridors
- Maintain a harmonious relationship between the natural environment and future urban development.

#### Recreation

- Create a safe and interesting network of trails for hiking, biking and horseback riding.
- Establish a park and recreation system that meets the high standards of the community.

#### Government

- Provide accessible, quality government service and encourage active, involved citizens
- Develop civic and cultural opportunities and experiences



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**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

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**Agenda Bill No. 5a**

**DATE ACTION IS  
REQUESTED:**

August 2, 2000

**TITLE:**

**Ordinance amending Ordinance No. O99-15 for the  
purpose of modifying the Building Code requirements  
for automatic sprinkler systems.**

**TYPE OF ACTION:**

  X   Ordinance

       Resolution

       Motion

       Other

**APPROVAL FOR PACKET**

**ATTACHMENTS:**

**ORIGINATING DEPT:**

  X   City Manager

Ordinance

Community Development

  X   Dept. Head

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**Amount**

**Budgeted: N/A**

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**Summary Statement:**

Staff presented a draft ordinance to the Community Development Committee recommending an amendment to the City Fire code to change the sprinkler threshold requirements for Group R, Division 3 and Group U occupancies from structures of 6,000 square feet to structures of 10,000 square feet, or where buildings require 2,000 gallons per minute or more of fire flow. The proposed language is based upon the code City had initially adopted prior to July 16, 1999.

**Recommended Motion:**

The Community Development Committee's recommendation was presented to a Council work-study session and after extensive discussion and deliberation, the Council directed staff to amend the existing ordinance and change the threshold from 6,000 square feet to 10,000 square feet. The ordinance presented to Council for final action bears the revised language.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2000-67**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING ORDINANCE NO. O99-15  
FOR THE PURPOSE OF MODIFYING THE BUILDING  
CODE REQUIREMENTS FOR AUTOMATIC SPRINKLER  
SYSTEMS**

WHEREAS, the Sammamish City Council enacted Ordinance No. O99-15, the City Building Code, in order to regulate buildings and construction within the City and to promote the public health, safety and welfare; and

WHEREAS, Section 7 of Ordinance No. O99-15 regulates the use of automatic sprinkler systems in buildings where the total floor area exceeds 6,000 square feet; and

WHEREAS, the square footage requirement for automatic sprinkler systems in King County is generally 10,000 square feet;

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

**Section 1. Ordinance No. O99-15 Amended.** Section 7, subsection 6, of Ordinance No. O99-15 is hereby amended as follows:

Section 7. Section 904.2.2 All occupancies except Group R Division 3, and Group U Occupancies.\* Section 904.2.2 of the Uniform Building Code, as adopted by Section 3 of this ordinance, is deemed amended to read as follows:

904.2.2 All occupancies except Group U occupancies. Except for Group R, Division 3 and Group U occupancies, an automatic sprinkler system shall be installed:

6. Throughout all buildings where the total floor area, including basements, exceeds ~~6,000~~ 10,000 square feet. For the purposes of this section, portions of buildings separated by one or more area separation walls will not be considered a separate building. Existing buildings shall comply with this section when an addition is made to the building and the total floor area, including basements, or the existing building and the addition combined exceeds ~~6,000~~ 10,000 square fee, or when the value of the structure alteration or repair of an existing building exceeds 50 per cent of the recognized

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\* Editorial note: The underlining here denotes the title for Section 7. Ordinance No. 099-15 includes this underlining. It does not indicate new language.

replacement cost of the structure, without consideration of the depreciation, as determined under The Marshall Valuation Service Cost Handbook, whichever is greater.

**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 \_\_\_\_\_, 2000.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Jack Barry

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk: July 27, 2000  
Passed by the City Council:  
Ordinance No.  
Date of Publication:

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2000-68**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, ESTABLISHING A SURFACE WATER  
SYSTEM DEVELOPMENT DEPOSIT**

WHEREAS, new land use development may cause additional surface and storm water runoff problems if not properly mitigated through constructed improvements; and

WHEREAS, developers should pay a fair and equitable portion of the cost of off-site drainage improvements which become necessary due to their projects; and

WHEREAS, the City has determined the rates cities of similar size in the immediate area charge developers to connect their development projects to city surface water systems; and

WHEREAS, the City of Sammamish is currently conducting a study to establish the criteria to determine the fair and equitable share of such costs; and

WHEREAS, development projects granted permits before the completion of the City's study should also pay a fair and equitable share of the cost of mitigating their increase in surface water runoff;

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

Section 1. Surface Water System Development Deposit Authorized.

A. Director of Community Development Authorized to Collect Deposits.

The Director of Community Development is authorized to charge a surface water system development deposit for all building permits issued by the City. These deposits shall be \$450.00 for the first 2500 square feet of impervious surface authorized for construction under the building permit and \$45.00 for each additional 250 square feet of impervious surface beyond the minimum area. All impervious surface areas shall be rounded to the nearest 250 square foot increment. Such deposits are in addition to any requirements of the City for on-site improvements.

B. Deposits Collected Until Actual Costs Established.

Such deposits shall be collected until the City completes a study establishing the actual cost of the off-site surface water drainage improvements necessitated by new development, and that study is evaluated by staff and adopted by the City Council.

C. Disposition of Funds Collected.

All deposits collected under this ordinance shall be placed in a separate interest bearing account. Once the study is adopted by the City Council, developers who have paid such deposits shall be charged the actual cost of mitigation, with the deposit being applied to the cost. If the actual cost is lower than the deposit, the overage shall be returned to the developer with interest. If the actual cost is higher than the deposit, the developer shall be billed for the difference.

D. Charges Shall be Liens.

All charges made under this ordinance shall constitute a lien upon the property from which such charges are due, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such lien shall be in the manner provided by law.

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 \_\_\_\_\_, 2000.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Jack Barry

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:



## REQUEST FOR COUNCIL ACTION

### Agenda Bill No. 5c

|   |   |   |
|---|---|---|
| <b>DATE ACTION IS REQUESTED:</b><br>August 2, 2000  | <b>TITLE:</b> Interlocal agreement between King County and the City of Sammamish relating to Law Enforcement Services | <b>TYPE OF ACTION:</b><br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Motion<br><input checked="" type="checkbox"/> Other |
| <b>APPROVED FOR COUNCIL PACKET:</b><br><input checked="" type="checkbox"/> City Manager<br><input checked="" type="checkbox"/> Dept. Head | <b>ATTACHMENTS:</b><br>Interlocal   |   |

**SUBMITTED BY:** Director of Administrative Services Dennis Richards

**RECOMMENDATION:** Adopt contract for interlocal agreement between King County and the City of Sammamish for Law Enforcement services as written.

**DISCUSSION:** This interlocal agreement is the product of an oversight committee of City Managers from cities that contract with the King County Sheriff for law enforcement services. It also includes the new agreement for Arson Investigative Services. It is a multi-year contract, which serves the law enforcement, needs of the City. It has been reviewed by the Public Safety Committee, which recommends approval.

**ALTERNATIVES:**

a) Do not approve execution of contract, which would necessitate forming our own Police Department or contracting with another entity.

b) Expand or decrease content of scope of work in proposed contract.

**FISCAL IMPACT:** The total cost for calendar year 2000 is projected to be \$2,442,469.00.



**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SAMMAMISH  
RELATING TO LAW ENFORCEMENT SERVICES**

This is an Interlocal Agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, a number of cities in King County contract with the County for the provision of law enforcement services within their City boundaries, and

WHEREAS, the County has adopted policies that support the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services, and

WHEREAS, the King County Sheriff's Office (KCSO) acts on behalf of the City, which is responsible for law enforcement services within its jurisdiction; and

WHEREAS, the County and the contract cities recently completed negotiating a new interlocal agreement for 2000 and beyond, which embodies the following principles adopted by County Council Motion 9540:

1. County law enforcement employees should feel responsibility toward and demonstrate responsiveness to cities with agreements for law enforcement services.
2. Each city should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.
3. Each city should have the ability to choose unique police uniforms and markings for police vehicles assigned to the City.
4. County law enforcement employees should work cooperatively with city organizations in a problem-solving mode to improve the safety and welfare of city residents and visitors.
5. The County should provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals of each city and the County.
6. The contracts and service agreements should maintain equity among the interests of city and unincorporated area residents.
7. The agreements should preserve, to the extent practical, the valuable law enforcement services provided by the KCSO, while providing a high level of local service and decision-making.

NOW, THEREFORE, pursuant to RCW 39.34, the County and the City hereby agree:

1. Law Enforcement Services. The County will make available to the City any of the law enforcement services listed in Exhibit A, "King County Sheriff's Services" (Exhibit A), which is incorporated herein by reference.
  - 1.1. Precinct/City Services. Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:
    - 1.1.1. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
    - 1.1.2. Proactive patrol to prevent and deter criminal activity;
    - 1.1.3. Traffic patrol to enforce applicable traffic codes;
    - 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;
    - 1.1.5. Community service and community crime prevention deputies;

- 1.1.6. Drug Awareness Resistance Education (DARE) deputies;
    - 1.1.7. Precinct command and support staff; and
    - 1.1.8. Police reserves to perform a variety of routine police patrol functions.
    - 1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.
  - 1.2. Support Services. Support services consist of:
    - 1.2.1. Investigation services by deputies assigned to a central criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
    - 1.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
    - 1.2.3. Communications services, including call receiving, dispatch, and reports.
    - 1.2.4. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that hostage negotiation and bomb disposal may be provided by City deputies under the city department model described herein.
  - 1.3. Administrative Services. Administrative services include legal advisor, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County Agencies in support of the KCSO. Such services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
    - 1.3.1. For purposes of this agreement, administrative services shall be required, except as otherwise noted in Exhibit A, which is incorporated herein by reference.
2. City Department, Shared Supervision and Flexible Services Models. Law enforcement services provided to the City under this agreement shall be available to the City under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service that is required in accordance with Exhibit A.
  - 2.1. City Department Model. Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee.
    - 2.1.1. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
    - 2.1.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
    - 2.1.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.

- 2.1.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
  - 2.2. Shared Supervision Model. Under the shared supervision model, the level, degree and type of precinct/city direct services (e.g., reactive patrol, precinct detectives, and City administrative sergeants) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee. Precinct command and supervision shall be shared by the County and the City.
    - 2.2.1. Such precinct/city direct services positions shall be assigned to the City and shall work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
    - 2.2.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
    - 2.2.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.
    - 2.2.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
  - 2.3. Flexible Services Model. Under the flexible services model, base level law enforcement services will be provided to the City in proportion to the City's share of workload, unless the City enhances services as provided for herein or unless the City opts to provide its own precinct under Section 6.4.
    - 2.3.1. Positions designated to provide precinct/city services to the City shall be dedicated to work within the precinct in which the City is located, subject to responses to assist another jurisdiction or KCSO precinct according to mutually agreed-upon written criteria.
    - 2.3.2. Additional precinct/city services may be purchased at the discretion of the City and will be used in accordance with mutually agreed-upon protocols.
    - 2.3.3. Additional support services may be purchased by the City for the sole benefit of the City, with the exception of any support service that is required in accordance with Exhibit A.
3. City Law Enforcement Services.
  - 3.1. 2000 City Law Enforcement Services. Beginning January 1, 2000, the County agrees to provide to the City the level, degree and type of precinct/city and support services in accordance with Exhibit B, "Financial Exhibit" (Exhibit B), along with related administrative services.
  - 3.2. Revisions to City Law Enforcement Services. In 2001 and thereafter, revisions to City law enforcement services shall be made in accordance with Section 4.
4. Compensation.
  - 4.1. Development of Service Costs. The County shall develop service costs for each precinct/city, support, and administrative service provided by the KCSO .
    - 4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include

adjustments for cost-of-living and inflation.

- 4.1.2. Service costs shall not include the cost of services that are required by state law, provided only within unincorporated King County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the County. For the purpose of the agreement, such services and their associated administrative costs shall be considered non-chargeable.
- 4.1.3. Service costs shall reflect the deduction of revenues.
- 4.2. Development of Unit Costs. The County shall develop unit costs for each precinct/city and support service based on service costs developed in accordance with Section 4.1. Unit costs are listed in Exhibit A.
- 4.3. Calculation of City's Estimated Agreement Amount. Service costs and unit costs shall be the basis for calculating the City's estimated agreement amount. The City shall be charged for services on the basis of FTE's (full-time equivalents) or workload billing factors as outlined in Exhibit A.
- 4.4. City's Estimated Agreement Amount. The estimated agreement amount is shown in Exhibit B. The County agrees to revise this amount annually following the King County Council's adoption of the Annual County budget. The County will provide the City by March of the year for which the budget has been adopted a revised estimated agreement amount, if it is less than the amount shown in Exhibit B.
- 4.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the City will be reflected as adjustments in the current year estimated agreement amount.
- 4.6. Billing. The estimated agreement amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.7. Revisions to City Law Enforcement Services and Agreement Amount. Beginning in 2000, by September 1, or the first working day thereafter, the County shall provide the City with an estimate of the subsequent year's unit costs and service data in the form of a revised Exhibit A and an estimate of the City's agreement amount for the same level of service for the subsequent year in the form of a revised Exhibit B. By September 15, or the first working day thereafter, the City shall notify the County of any changes in service or model for the subsequent year. By October 5, or the first working day thereafter, the County shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by the City, along with revisions to Exhibit B.
- 4.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items: quartermaster, supplies, services, telephones, capital, system services, printing, central county support services, insurance, and motor pool, except for vehicle purchase and fuel. The annual growth in the sum of these costs per FTE shall not exceed the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the Oversight Committee that have a fiscal impact and are approved by the County, or any other costs determined by the full Oversight Committee to be beyond the County's control, shall not be subject to this cap.
- 4.9. Reports. The City will receive a monthly Overtime, Salary, Special Pay and Benefits Report that will include current and year-to-date expenditures for overtime, salary, special pay, and benefits. The report will provide a comparison between the actual expenditures and budgeted amounts based on the adopted March Cost Book and exhibits for the previous calendar year. The City will also receive monthly vacancy reports.
- 4.10. Application. The City hereby agrees to pay for discretionary overtime expenses separately. Only

dedicated police and dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.

- 4.10.1. The City agrees to pay for actual overtime, salary, special pay, and benefit costs.
- 4.10.2. If the City has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the subsequent two years. At least 50 percent of the balance must be paid in the second year after the overage occurs. The City is responsible for paying the overage that does not exceed five percent in the first year.
- 4.10.3. Upon termination of an Interlocal Agreement between the City and the County, the City is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 4.11. Reconciliation. Annual adjustments will be made in March of each year in such a way that if the City has a positive balance at year-end of the previous calendar year, it will receive a credit, and if the City has a deficit, it will receive a debit in the subsequent monthly billing. All computations will be based on actual overtime, salary, special pay, and benefits costs.
- 4.12. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, and benefits of the City and reconciling that figure to the City's budgeted amount. The annual adjustment process would occur as described in Section 4.11.
- 4.13. Discretionary Overtime. It is the intent of the City and the KCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
  - 4.13.1. If the City requests and utilizes KCSO deputies on overtime for special events within the City, the actual deputy overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6. Examples include, but are not limited to, park patrol, parades, and community events.
  - 4.13.2. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
  - 4.13.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the City will be responsible for the direct overtime expense, less any mutual aid provided. Examples of this include, but are not limited to, flooding, windstorms, and sink holes.
  - 4.13.4. In the event a dignitary requiring federal, state, or local protection visits a City, the City will determine if additional police response is needed. The City Chief Executive Officer, in consultation with the City Police Chief, will establish the level of service to be provided.
  - 4.13.5. The KCSO Special Operations Section provides dignitary protection when the dignitary arrives in the County and assists in escorting the dignitary to the City. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or KCSO Special Operations, then the City is not responsible for expenses related to that detail. City expense is confined to meeting the City's established level of service for the dignitary visit, if overtime is incurred. Examples of dignitary protection services include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries.

- 4.13.6. Billing Process: The City Police Chief will accumulate and code all special event overtime forms. The original form will be routed to payroll and a copy forwarded to the Contract Unit for billing preparation.
5. Decisions and Policy-Making Authorities. The County will provide the services identified in Exhibit B in accordance with the following:
- 5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C, "Roles and Responsibilities of Contract Service Personnel" (Exhibit C).
- 5.2. City Police Chief. The City may designate a county officer assigned to the City to act in the capacity of the police chief, consistent with the guidelines contained in Exhibit C.
6. Special Provisions.
- 6.1. Use of Non-Sworn Personnel. The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the Oversight Committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.
- 6.2. City Purchases. As an alternative to using the County's routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that prior written approval is obtained from the County and the equipment can be integrated into applicable County systems. Routine supplies and equipment include, but are not limited to, paper, copying machines, cellular telephones, and office furnishings. In the event the City has received County approval to purchase and/or lease any of these or similar items for its own use, the County will delete from the City's contract amount the full county charge for any items that otherwise would have been provided by the County. The County will not approve items it can provide at an equal or lower cost or that are not standard issue.
- 6.3. Hourly Charges for Optional Support Services. To the extent the City does not select one or more support services designated as optional, the County will not charge the City for those services. In the event that any of these services are deployed at the request of the City's Police Chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E, "Hourly Costs For Selected Services" (Exhibit E). The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has an agreement with the County for law enforcement services.
- 6.4. City Police Facility. A City that selects either a city or shared supervision model department may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable city, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned KCSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 6.4.1. If the City provides a full-function police precinct as defined in Exhibit F, "Glossary of Terms" (Exhibit F) for all precinct personnel serving the city, the County will delete all applicable support, facilities, operation, and maintenance costs for city-assigned personnel. If the City provides city police facilities that otherwise meet the full definition of a police precinct but house fewer than all precinct personnel serving the city, the County agrees to negotiate on a case-by-case basis an equitable reduction of charges to the City. This reduction

of charges to the City shall equal the contract charges for facilities, support, operations and maintenance for the personnel housed in the city facility. In all cases, plans and cost adjustment for city police precincts, support and operations must be negotiated and agreed upon in writing in advance, and payment for police services must remain current within 30 days of billing by the County.

- 6.5. Use of City Facility by County. There may be situations when the County needs to lease space for personnel serving unincorporated King County from the City. When this situation occurs, the County and the City may choose to negotiate for the use of a city facility on a case-by-case basis.
- 6.6. Refund of Accrued Replacement Reserves. If the City has reimbursed the County for the initial purchase of any equipment prior to this agreement, or if the City has purchased equipment under the provisions of Section 6.2, and if the City chooses to terminate this agreement, the County agrees to refund to the City any accrued replacement reserves, and any accrued market rate interest, on such equipment, including vehicles, and transfer ownership of such equipment from the County to the City.
- 6.7. Exclusion of Replacement Charges for 800 MHz Radios. If the City or County chooses to terminate this agreement, the County agrees to transfer ownership of that number of radios determined to have been purchased by the 800 MHz Levy from the County to the City. The City agrees to assume responsibility for any service costs associated with continued use of the radios on the regional 800 MHz radio system, including the cost of subscriber access, reprogramming, and maintenance. All other police 800 MHz radios used in the City will revert to County ownership. The cost of additional radios shall be borne by the City.
- 6.8. Observation of Labor Negotiations. The City may participate with other cities that contract with the County for law enforcement services to select no more than two representatives to observe labor negotiations between the County and the collective bargaining units representing the employees of the KCSO, provided that such observers adhere to rules established by the County and the bargaining units for the negotiations.
- 6.9. Stabilization of Personnel. The County will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to cities.
  - 6.9.1. Deputies who have been with the City for less than 24 months will not be granted a lateral transfer except with the concurrence of the City Chief Executive Officer.
  - 6.9.2. Timing and replacement of city-assigned staff who are promoted to a position outside the city will be managed with the concurrence of the City Chief Executive Officer.
- 6.10. Assignment of Detectives. At the request of the City and to the extent feasible, as determined by the KCSO in consultation with the City members of the Oversight Committee, the County shall assign to the precinct incorporating the City detectives from the KCSO Criminal Investigation Division, with the exception of detectives in the Major Crimes Unit of the division.
- 6.11. Additional Training. The City may provide training for City precinct detectives to perform criminal investigations for any optional criminal investigation services. The cost of any such training shall be borne by the City.
- 6.12. Cost Effect of Service Decisions. The City's costs shall not be raised as a result of another city's decision regarding the level or makeup of services. The County reserves the right to eliminate services to fulfill this provision.
- 6.13. Requests for Support Services. The City Police Chief or his/her designee shall have the authority to request any support service provided to the City. If such request is denied, the commander in charge of the support service shall review the decision and provide a report to the City Chief Executive Officer regarding the final determination.
- 6.14. City Identification. The City may select unique insignia and/or colors for uniforms and/or vehicles used by the deputies assigned to the City, provided that some form of the KCSO logo is retained on

the uniforms and vehicles. To the extent that the annual quartermaster allowance exceeds the costs of routine replacement of uniform items, the allowance shall be applied to the costs of adding the insignia to the uniforms or replacing the uniforms with alternative uniforms. Additional costs related to the uniforms shall be borne by the City. However, whenever an officer leaves the City, either at the initiative of the County or of the officer, within 24 months or less after the assignment to the City, and the cost of outfitting the replacement officer in the City exceeds the City's annual quartermaster allocation, then the City and the County shall split the cost equally. The uniforms will be pooled by the KCSO quartermaster and reissued to new or existing City deputies. The City will retain items that were specially purchased by the City (e.g., bicycle uniforms). Each City is allocated a quartermaster budget calculated by multiplying the number of dedicated sworn personnel by the quartermaster cost per FTE as calculated in the costing book each year. If, at the end of the year, the City goes over its allocated quartermaster budget due to the additional cost of City-specific uniform items, those additional costs will be billed in the following year.

- 6.15. Start-up Costs. The City agrees to reimburse the County for salary and benefit costs incurred toward hiring deputies in the year prior to their being assigned to the City. These costs further described in Section 4.1 herein, shall be added to the total costs billed for year the deputies are assigned to the city and paid by the City according to this agreement.
- 6.16. Asset seizure. The KCSO Drug Enforcement (DEU) and Vice Units shall be the seizing entities for any asset seizure and forfeiture investigations involving drug-related offenses in violation of the Uniform Controlled Substances Act (RCW 69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money Laundering Act (RCW 9A.83), and/or any additional criminal or civil seizure statutes that may be applicable currently or in the future related, initiated by the City within its jurisdiction, or other cases initiated pursuant to asset seizure laws and under this agreement.
  - 6.16.1. The terms of this agreement apply to seizures and forfeitures that result from investigations initiated by, or with significant participation by, the City, regardless of whether the City contracts for DEU or Vice services.
  - 6.16.2. Seizures and forfeitures not initiated by, and without significant participation by, the City, are not covered by this agreement, and the City will not be provided a share of any forfeited funds.
  - 6.16.3. If there is a dispute as to the City's share of any forfeited funds, the person in charge of the DEU or Vice Unit and the City Police Chief will meet to attempt to resolve the matter. If this process does not result in a mutually-agreed upon resolution, the dispute will be handled in accordance with Sections 16 and 17 of this agreement.
  - 6.16.4. The KCSO will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the agreement, for submitting the 10 percent to the State of Washington in accordance with RCW 69.50.505 or making any other mandatory disbursement under the applicable statutes, and for distributing the remaining funds -- in equal shares -- to the parties. This distribution of remaining funds will occur after the KCSO has deducted any and all costs incurred related to the seizure and forfeiture. The final accounting of the seizure and distribution of funds will accompany the check the County writes to the City.
  - 6.16.5. Any properties, real or personal, forfeited to the KCSO pursuant to this agreement will be sold in accordance with RCW 69.50.505.
  - 6.16.6. Any funds distributed to the City will be used in accordance with RCW 69.50.505(i). By signing this agreement, the City acknowledges that it is solely responsible for familiarizing itself with the authorized use of forfeited funds as stated in the applicable RCW Chapter. If the City uses forfeited funds in a manner contrary to the seizure statutes, the County may terminate the asset forfeiture provisions of this agreement with 24 hours notice.

- 6.16.7. The KCSO DEU has sole discretion over the manner in which cases will proceed, including the discretion to settle or dismiss a case if deemed appropriate, and whether assets forfeited will be sold or put into service.
- 6.16.8. Any and all property seized by and forfeited to the KCSO Drug Enforcement or Vice Unit, whether by order of the court, or accepted in settlement in conjunction with this agreement, will be divided in the same manner as indicated above.
- 6.16.9. The parties agree and acknowledge that the attorney assigned to the KCSO DEU does not have an attorney-client relationship with the City. If such an attorney-client relationship exists, it exists only between the KCSO and the attorney assigned to the KCSO Drug Enforcement Unit.
- 6.17. Business Plan Development (Strategic Plan): The KCSO will develop a multi-year police services business plan that includes the City in the process. This process would identify KCSO initiatives in advance of the budget year. The goals would be:
- Document the long-term vision for the KCSO (3 to 5 year time frame); departmental mission and core business(s).
  - Identify strategic goals for accomplishing the vision; be action oriented with a strong emphasis on achieving practical outcomes.
  - Identify how customers will be served consistent with the vision and with limited financial resources.
  - Provide objectives, including performance measures, where available, that can be evaluated in the future.
- 6.18. Computers
- 6.18.1. The KCSO will provide a laptop and appropriate accessories or a desktop computer to every dedicated and flex sworn FTE purchased by the City.
- 6.18.2. The KCSO Computer Resources Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- 6.18.3. Replacement computers will be furnished via the Computer Replacement Fund, approximately every three years. The City will be charged a monthly replacement fee based on the number of computers in the City. This annual cost will appear as a separate line in Exhibit B. If the City bought its own computers, it will receive the unspent balance of the replacement funds should the agreement be terminated.
- 6.18.4. Annually, the County will estimate the purchase price of replacement hardware, software, accessories and tax. The monthly computer replacement cost will be calculated on a useful life of three years.
- 6.19. Fire Investigation
- 6.19.1. For the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Department of Development and Environmental Services (DDES) Fire Marshall's Office by separate agreement with the KCSO. The cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Investigation Costing Model". Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Investigation Call Out Protocols", unless superseded by new or revised protocols adopted by the Oversight Committee, DDES 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.

6.20. Police Investigations Information. The KCSO Major Accident Response and Reconstruction Unit (MARR) and other police investigative services under this agreement shall include providing the City access to all records related to investigations of traffic collisions within the City, upon request, as the records are completed or become available, including but not limited to State Traffic Collision Reports, photographs, diagrams, witness statements and victim(s) statements in the possession of the KCSO. Distribution of toxicology reports and autopsy reports will be controlled by RCW 46.52.065 and 68.50.105. If victims or witnesses identified in any police report or statement have not been interviewed by County personnel, City representatives will coordinate their interviews of these persons with the KCSO prior to contact to avoid prejudice to ongoing criminal investigations, including discussion of scope, timing and value of joint interviews. The KCSO and the City will name representatives to implement this section.

## 7. Reporting.

7.1. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

7.2. Notification of Criminal Activity. The City Police Chief, if designated, or the precinct commander will notify the City in the event of a significant criminal occurrence within the City.

7.3. Quarterly Reports. The County will report quarterly on criminal activity and on law enforcement services provided by major category of service as listed in Exhibit B.

## 8. Personnel and Equipment. The County is acting hereunder as an independent contractor so that:

8.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with Exhibit D, "Internal Investigations Protocol for Contract Cities" (Exhibit D).

8.2. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the County, except that the City may hire non-commissioned City employees to perform certain functions in conjunction with County police personnel.

8.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder shall be that of the County.

8.4. Provision of Personnel. The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.

8.5. Municipal Violations. KCSO commissioned personnel shall cite violations of municipal ordinances into the City's municipal court.

## 9. City Responsibilities. In support of the County providing the services described in Exhibit B, the City promises the following.

9.1. Municipal Police Authority. The City promises to confer municipal police authority on such County deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the

purposes of carrying out this agreement.

- 9.2. Municipal Criminal Code. The City promises to adopt a criminal municipal code that incorporates, at a minimum, any portion of the Washington State criminal code defining a crime or crimes, which falls within the jurisdiction of the district or municipal court. This includes all misdemeanors and gross misdemeanors. Provided, that if the City fails to adopt, chooses not to adopt, or repeals such criminal municipal code, the City shall be responsible for reimbursing the County for all expenses associated with prosecution, adjudication, sentencing, and incarceration in any criminal case involving a crime that could have been included within a City municipal code.
- 9.3. Special Supplies. The City promises to supply at its own cost and expense any special supplies, stationary, notices, forms, and the like where such must be issued in the name of the City.
10. Duration. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 2000. The agreement period shall continue until December 31, 2002, and may be extended until December 31, 2004 by consensus of the Oversight Committee. After the original or extended agreement period has elapsed, the agreement shall renew automatically from year to year unless negotiations for a new contract are initiated by the Oversight Committee, those negotiations are completed and a new contract is adopted, or unless either party initiates the termination process outlined herein.
11. Termination Process. Either party may initiate a process to terminate this agreement as follows:
  - 11.1. Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the County; similarly, the County may choose at some future time not to provide law enforcement services to the City. Any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 11.2 of this agreement. Upon receipt of the written notice of intent, the City's Chief Executive Officer and the Sheriff shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reason(s), and a review of alternatives and impacts, among other matters. It is suggested that the Chair of the Oversight Committee be copied on any communication covered in this Section.
  - 11.2. Written Notice. After the 45-day period has run under Section 11.1 of this agreement, the party desiring to terminate the agreement shall provide at least 18 months written notice to the other party.
  - 11.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is not disruption in service to the community as the providers change. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.
  - 11.4. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within 60 days of billing, the County may charge an interest rate within two percentage points of the interest rate on the monthly County investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, the County may terminate this agreement with 90 days written notice.

- 11.4.1. If the City and County are in disagreement over a portion of the bill, the City can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 16.3 for resolution of agreement dispute issues.
- 11.4.2. The County will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in section 11.4 so long as the City follows the process outlined in 11.4.1 and pays the non-disputed portion of the bill within 60 days of billing.

## 12. Indemnification.

- 12.1. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  - 12.2. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
  - 12.3. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
  - 12.4. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
13. Non-discrimination. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs that meet the applicable federal standards.
  14. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and three (3) years after termination.

15. Amendments. This agreement may be amended at any time by mutual written agreement of the City, the King County Sheriff, and the King County Executive, provided that any such amendment must be approved by the Oversight Committee pursuant to section 17.2.4 of this agreement.

16. Agreement Administration.

16.1. Agreement Administrators. The City Chief Executive Officer and the City Police Chief, if designated, or the precinct commander shall serve as agreement administrators to review agreement performance and resolve operational problems. The agreement administrators will meet at least quarterly with either party authorized to call additional meetings with ten days written notice to the other.

16.2. Referral of Unresolved Problems. The City Chief Executive Officer shall refer any police service operational problem, which cannot be resolved, to the King County Sheriff. The Sheriff and City Chief Executive Officer shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee.

16.3. Agreement Dispute Issues. Agreement dispute issues involving agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, the King County Executive's representative to the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate City Chief Executive Officer to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the Oversight Committee as a whole.

17. Agreement Oversight.

17.1. Oversight Committee. The City and the County agree to establish an Oversight Committee consisting of the chief executive officers, or their designees, of the cities that contract with the County for law enforcement services, the King County Sheriff, one person designated by the County Executive, and one person designated by the chair of the King County Council's Law, Justice and Human Services Committee, or its successor.

17.2. Scope of Committee. The committee shall meet at least bi-monthly to ensure the parties comply with the provisions of this agreement, including the administration of the agreement and the management and delivery of police services under the agreement.

17.2.1. In addition, the committee shall establish performance measurements, standards, and benchmarks for evaluating the quality of the County's police services. These performance measures shall be developed in cooperation with the Cities that contract for police services. Focus of these measures shall be based on outcome measurements for effectiveness and efficiency as identified by the City Chief Executives and the Sheriff. The County shall work with the City, if desired, to develop a range of options by July 2000, or a later mutually agreed-upon date.

17.2.2. The City's member of the Oversight Committee may make recommendations on any issue affecting agreement costs and conditions, such as the budget for the KCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any County proposal relating to these issues and shall be submitted to the County Executive, County Council, and/or City Council as appropriate. The County shall provide a written report on the outcome of these recommendations.

17.2.3. If an operational problem or agreement dispute is referred to the Oversight Committee pursuant to sections 16.2 or 16.3 of this agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

17.2.4. The Oversight Committee is responsible for approving amendments to this agreement, which are first agreed to by the City, the King County Sheriff, and the King County Executive. A majority of a quorum of the Oversight Committee will constitute approval of a proposed amendment.

18. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

City of Sammamish

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King County Executive

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Michael R. Wilson, Chief Executive Officer

Approved as to Form

Approved as to Form

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Deputy Prosecuting Attorney  
for NORM MALENG  
King County Prosecuting Attorney

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Bruce L. Disend, City Attorney