

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
September 20, 2000**

**Wednesday, September 20, 2000, 7:30 p.m., 486 228th Ave. N.E., City Hall
Chambers**

*Approximate
Time*

CALL TO ORDER

7:30 pm

ROLL CALL/PLEDGE

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

Eastlake Girls Softball Team

1. Approval of Agenda

2. Mayor/Council/Committee Reports

7:35 pm

**3. Public Comment (For members of the public to speak to the Council regarding items
NOT on the agenda. Please limit remarks to three minute. Additional comments will be
permitted before each ordinance is voted on)**

7:45 pm

4. Consent Calendar

7:55 pm

**a) Claims for period ending September 20, 2000 in the amount of
\$90,483.07**

b) Minutes of September 6, 2000 Regular Meeting

5. Unfinished Business

6. New Business

**a) Interlocal Agreement with King County for Waste Reduction
and Recycling Program**

8:00 pm

**b) Contract: Sammamish Schools Sidewalk Improvement
Program**

8:30 pm

**c) Contract: In Form, Inc. to develop Program Design Manual
for City Hall**

9:00 pm

8. ADJOURN

9:30 pm

SEPTEMBER 2000

City Meeting Schedule

SUN

MON

TUE

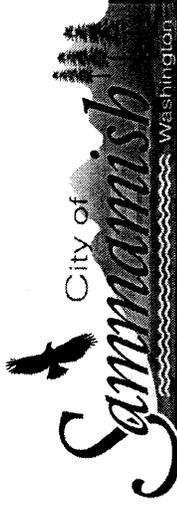
WED

THU

FRI

SAT

	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
		LABOR DAY CITY HALL CLOSED		Crossings at Pine Lake Appeal (at Fire Dist. 222) 5:30 pm Finance Committee 7:30 pm Council Meeting (at City Hall)	Crossings at Pine Lake Appeal (at Fire Dist. 222) 7:00pm Preliminary Plat (at City Hall) Planning 7:00pm Advisory Board at Samm. Plateau Water & Sewer	Crossings at Pine Lake Appeal (at Fire Dist. 222) 7:00pm Preliminary Plat (at City Hall)	9am-2pm Council/Staff Retreat (at Holiday Inn)			Crossings at Pine Lake Appeal (at Fire Dist. 222)	6:30 pm Council Study Session (at City Hall)					6:30 pm Parks & Rec Commission (at City Hall)	PRIMARY ELECTIONS	5:00 pm Public Works Com- mittee 6:00 pm Com. Dev. Comm. 7:00 pm Council Meeting (at City Hall)	10 am-12 pm 228th Street (at City Hall) 7-9 pm Park & Rec Work- shop (at City Hall)					5:30 pm Public Safety Comm. 6:30 pm Council Study Session (at City Hall)	9:00am-4:00pm Crossings at Pine Lake (at Fire Dist. 222) 7:00 pm PAB Meeting (City Hall)			



All hearings are at City Hall unless otherwise noted...

City Hall Location:

486 228th Avenue NE
Sammamish, Washington

Mailing Address:

407 228th Ave. NE, PMB 491
Sammamish, WA 98074

Ph: 425-836-7904

(City Clerk's Office)

Fx: 425-898-0669

Off Site Location:

East Side Fire Dist. #222
1851228th Avenue NE
Sammamish, Washington

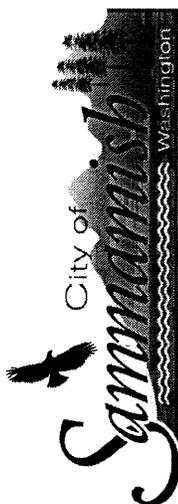
Meeting dates are
Subject to change.

OCTOBER 2000

City Meeting Schedule

SUN MON TUE WED THU FRI SAT

1	2	3	4	5	6	7
	9:00am-4:00pm Crossings at Pine Lake (at Fire Dist. 222)		10am-4pm Chestnut Lane Appeal (at Fire Dist. 222) 5:30 pm Finance Comm. 7:30 pm Council Meeting (at City Hall)	10am-4pm Chestnut Lane Appeal (at Fire Dist. 222) 7:00 pm PAB (at City Hall)	10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	
	10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	11 6:30 pm Council Study Session (at City Hall)			
	9:30 pm Park & Rec Commission (at City Hall)	17	18 5:00 pm Public Works Comm 6:00 pm Com Dev. Comm 7:30 pm Council Meeting (at City Hall)	19	20	21
	23	24	25 5:30 p. Public Safety Committee 6:30 pm Council Study Session (at City Hall)	26 7:00 pm PAB (at City Hall)	27	28
29	30	31				



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Off Site Location:
 East Side Fire Dist. #222
 1851228th Avenue NE
 Sammamish, Washington

Meeting dates are Subject to change.

NOVEMBER 2000

City Meeting Schedule

Updated: 8/29/00

SUN

MON

TUE

WED

THU

FRI

SAT

	1	2	3	4
5	8 6:30 pm Council Study Session (at City Hall)	9 7:00 pm Planning Advisory Board City Hall	10	11
12	13 ELECTION DAY	14	15 5:00 pm Public Works Comm 6:00 pm Com Dev. Comm 7:30 pm Council Meeting (at City Hall)	16 17
19	20 6:30 pm Park & Rec Commission (at City Hall)	21	22 5:30 p. Public Safety Committee 6:30 pm Council Study Session (at City Hall)	23 24 25 THANKSGIVING DAY HOLIDAY CITY HALL CLOSED
26	27	28	29	30 7:00 pm Planning Advisory Board City Hall



All hearings are at City Hall unless otherwise noted...

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Ph: 425-836-7904
(City Clerk's Office)

Fx: 425-898-0669

Off Site Location:
East Side Fire Dist. #222
1851228th Avenue NE
Sammamish, Washington

Meeting dates are
Subject to change.

SAMMAMISH CITY COUNCIL AGENDA CALENDAR

All Regular Meetings Are Held At 7:30 pm In The City Hall Council Chambers. Study Sessions begin at 6:30 pm Unless Otherwise Noted

*This document changes frequently, and is for planning purposes only.
Refer to the City Council agenda for definite times and issues.*

SEPTEMBER 27, 2000 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

Discussion	Eastlake Sammamish Trail			

OCTOBER 4, 2000 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Regular Meeting

Public Hearing	Telecommunications Ordinance		Community Development	:30
Interlocal	Shared Use Agreement-Issaquah SD		Parks	:30
Ordinance	Telecommunications		Community Development	:30
Ordinance	Civil Penalty for Clearing/Grading, amending Chapter 23.32.010	9/20	Community Development	:45
Ordinance	First Reading: Establishing a Land Use Mediation Program		Community Development	:30
Resolution	Fire Services, asset distribution		Community Development	:15
<i>Total</i>				<i>2:30</i>

9/15/00

OCTOBER 11, 2000 ITEM COMMITTEE DATE LIAISON TIME
Study Session

ITEM	COMMITTEE DATE	LIAISON	TIME
Ordinance Modification to Tree Cutting Ordinance	9/20	Community Development	:30
Ordinance Administrative Procedures		Community Development	

OCTOBER 18, 2000 ITEM COMMITTEE DATE LIAISON TIME
Regular Meeting

ITEM	COMMITTEE DATE	LIAISON	TIME

OCTOBER 25, 2000 ITEM COMMITTEE DATE LIAISON TIME
Study Session

ITEM	COMMITTEE DATE	LIAISON	TIME
Report Community Center Task Force		Parks	

NOVEMBER 1, 2000 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**

Regular Meeting

Public Hearing	First Reading of 2001-2002 City Budget Ordinance			
	Emergency Plan		Public Safety	
Ordinance	Modification to Tree Cutting Ordinance		Community Development	:30

NOVEMBER 8, 2000 **ITEM**

COMMITTEE DATE **LIAISON** **TIME**

Study Session

NOVEMBER 15, 2000 **ITEM**

COMMITTEE DATE **LIAISON** **TIME**

Regular Meeting

Public Hearing	Second Reading of 2001-2002 City Budget		Finance	
Public Hearing	2001 Property Tax Levy			
Ordinance	2001 Property Tax Levy		Finance	

9/15/00

NOVEMBER 22, 2000 **ITEM**
Study Session

COMMITTEE DATE **LIAISON** **TIME**

DECEMBER 6, 2000 **ITEM**
Regular Meeting

COMMITTEE DATE **LIAISON** **TIME**

Ordinance	2001-2002 City Budget	Finance	

DECEMBER 13, 2000 **ITEM**
Study Session

COMMITTEE DATE **LIAISON** **TIME**

7

L4. mited 9/15/00 3:52 PM

DECEMBER 20, 2000 **ITEM**

COMMITTEE DATE **LIAISON** **TIME**

Regular Meeting

DECEMBER 27, 2000 **ITEM**

COMMITTEE DATE **LIAISON** **TIME**

Study Session

Cancelled

ITEMS TO BE SCHEDULED - COUNCIL REQUESTED

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
Ordinance	Truck Weight Limits		Kilroy	
	Restrictions on Parking Cars at Intersections		Haworth	

ITEMS TO BE SCHEDULED - STAFF

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
Ordinance	Developer Deposit Fee		Public Works	
Contract	Architectural Needs Study for City Hall			
Public Hearing	Building Moratorium Extension		Community Development	
	Storm Water Comprehensive Plan	9/20	Public Works	

T



CERTIFICATE OF RECOGNITION

Awarded this 20th day of September, 2000 to

Lauren Andrzejewski

For representing your community as a member of the Eastlake Little League Team
at the Girls Little League World Series, and for serving as an ambassador
of goodwill to participants from around the world as host of the World Series.

Jack Barry, Mayor

Check: 2551 09/12/2000
Vendor: ANDERMEL Melonie Anderson

	<u>Amount</u>	<u>Invoice No</u>
	236.34	

Total for Check Number 2551:	236.34	

Total for Accounts Payable Check Run:	236.34	①

① {
236.34
86,157.06
4,089.67

to 90,483.07

Check: 2552	09/20/2000		
Vendor: ACE	Ace Hardware	<u>Amount</u>	<u>Invoice No</u>
		12.25	8344
		23.46	8263
		15.43	8327
		216.97	

	Total for Check Number 2552:	268.11	
Check: 2553	09/20/2000		
Vendor: ANDER	Don & Penny Anderson	<u>Amount</u>	<u>Invoice No</u>
		86.50	

	Total for Check Number 2553:	86.50	
Check: 2554	09/20/2000		
Vendor: APPLIED	Applied Demographics	<u>Amount</u>	<u>Invoice No</u>
		2,000.00	SAM_0008
		2,000.00	SAM_0008
		6,500.00	SAM_0008

	Total for Check Number 2554:	10,500.00	
Check: 2555	09/20/2000		
Vendor: ARROW	Arrow Graphics	<u>Amount</u>	<u>Invoice No</u>
		271.50	5349

	Total for Check Number 2555:	271.50	
Check: 2556	09/20/2000		
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>
		9.13	

	Total for Check Number 2556:	9.13	
Check: 2557	09/20/2000		
Vendor: AXIOHM	Axiohm	<u>Amount</u>	<u>Invoice No</u>
		86.88	36879

	Total for Check Number 2557:	86.88	
Check: 2558	09/20/2000		
Vendor: BERRY	Berryman & Henigar	<u>Amount</u>	<u>Invoice No</u>
		1,702.00	18374
		3,159.18	18374
		580.14	18374

	Total for Check Number 2558:	5,441.32	
Check: 2559	09/20/2000		
Vendor: BOGDAN	Bogdan's Janitorial	<u>Amount</u>	<u>Invoice No</u>
		712.00	83100SAM

	Total for Check Number 2559:		712.00
Check: 2560	09/20/2000		
Vendor: BROWNB	Brown Bear Car Wash	<u>Amount</u>	<u>Invoice No</u>
		276.44	T-657-00

	Total for Check Number 2560:		276.44
Check: 2561	09/20/2000		
Vendor: CH2MHI	CH2MHill	<u>Amount</u>	<u>Invoice No</u>
		7,051.53	3233770

	Total for Check Number 2561:		7,051.53
Check: 2562	09/20/2000		
Vendor: Compwhse	Computer Warehouse Club	<u>Amount</u>	<u>Invoice No</u>
		110.76	177557A
		411.85	177557A
		25.19	177557A
		125.72	177557A
		340.01	177557A
		17.13	177557A
		390.28	177557A
		53.47	177557A

	Total for Check Number 2562:		1,474.41
Check: 2563	09/20/2000		
Vendor: CONSUP	Cascade Contractors Supply	<u>Amount</u>	<u>Invoice No</u>
		57.50	827385

	Total for Check Number 2563:		57.50
Check: 2564	09/20/2000		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		10.29	99093330
		10.30	99093330
		111.00	99093370
		17.50	99034593
		85.93	99065070
		10.00	99104370
		7.17	99105520
		78.26	99093350

	Total for Check Number 2564:		330.45
Check: 2565	09/20/2000		
Vendor: CRAN	GORDON CRANDALL	<u>Amount</u>	<u>Invoice No</u>
		2,828.55	

	Total for Check Number 2565:		2,828.55
Check: 2566	09/20/2000		
Vendor: CRYST	Crystal Springs Water Company	<u>Amount</u>	<u>Invoice No</u>
		25.90	812156
		4.68	812156

	Total for Check Number 2566:		30.58
Check: 2567	09/20/2000		
Vendor: cwa	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>
		4,521.36	00-249
		7,880.83	00-252

	Total for Check Number 2567:		12,402.19
Check: 2568	09/20/2000		
Vendor: DAILY	Daily Journal of Commerce	<u>Amount</u>	<u>Invoice No</u>
		435.60	3106856

	Total for Check Number 2568:		435.60
Check: 2569	09/20/2000		
Vendor: DELL	Dell Marketing L.P.	<u>Amount</u>	<u>Invoice No</u>
		2,829.03	421209081
		2,829.04	421209081

	Total for Check Number 2569:		5,658.07
Check: 2570	09/20/2000		
Vendor: DUFFORD	PHILIP DUFFORD	<u>Amount</u>	<u>Invoice No</u>
		1,071.00	431.09

	Total for Check Number 2570:		1,071.00
Check: 2571	09/20/2000		
Vendor: EASTJOU	Eastside Journal	<u>Amount</u>	<u>Invoice No</u>
		32.50	

	Total for Check Number 2571:		32.50
Check: 2572	09/20/2000		
Vendor: FEDEX	Federal Express Corp	<u>Amount</u>	<u>Invoice No</u>
		75.50	7-999-33655

	Total for Check Number 2572:		75.50
Check: 2573	09/20/2000		
Vendor: FRANCO	Francotyp-Postalia, Inc	<u>Amount</u>	<u>Invoice No</u>
		500.00	

	Total for Check Number 2573:		500.00
Check: 2574	09/20/2000		
Vendor: HAMPTON	Tressia Hampton	<u>Amount</u>	<u>Invoice No</u>
		75.00	1

	Total for Check Number 2574:		75.00
Check: 2575	09/20/2000		
Vendor: IOS	IOS Capital	<u>Amount</u>	<u>Invoice No</u>
		342.10	48920295

	Total for Check Number 2575:		342.10

Check: 2576	09/20/2000		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		1,199.36	1046261

	Total for Check Number 2576:	1,199.36	
Check: 2577	09/20/2000		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		8,169.93	1444

	Total for Check Number 2577:	8,169.93	
Check: 2578	09/20/2000		
Vendor: LOCK	Lockworks	<u>Amount</u>	<u>Invoice No</u>
		262.81	49366

	Total for Check Number 2578:	262.81	
Check: 2579	09/20/2000		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		134.66	
		19.55	
		16.65	
		8.75	
		51.29	
		6.52	
		75.80	
		227.09	
		102.01	
		370.32	
		244.42	
		67.33	

	Total for Check Number 2579:	1,324.39	
Check: 2580	09/20/2000		
Vendor: OER	Olympic Environmental Resource	<u>Amount</u>	<u>Invoice No</u>
		819.08	1

	Total for Check Number 2580:	819.08	
Check: 2581	09/20/2000		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		11.92	975028077000
		135.61	975033833000
		30.37	975033833000
		65.15	9750422000000
		5.42	9705033833000

	Total for Check Number 2581:	248.47	
Check: 2582	09/20/2000		
Vendor: PARAME	Parametrix, Inc.	<u>Amount</u>	<u>Invoice No</u>
		566.16	026866

	Total for Check Number 2582:	566.16	

Check: 2583	09/20/2000		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		160.79	

	Total for Check Number 2583:	160.79	
Check: 2584	09/20/2000		
Vendor: PUGH	KATHY PUGH	<u>Amount</u>	<u>Invoice No</u>
		610.00	090032

	Total for Check Number 2584:	610.00	
Check: 2585	09/20/2000		
Vendor: REDLAWn	Redmond Lawn & Equipment	<u>Amount</u>	<u>Invoice No</u>
		54.91	306933
		71.62	306304
		137.41	307098

	Total for Check Number 2585:	263.94	
Check: 2586	09/20/2000		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		104.33	

	Total for Check Number 2586:	104.33	
Check: 2587	09/20/2000		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		14,407.00	

	Total for Check Number 2587:	14,407.00	
Check: 2588	09/20/2000		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		35.10	70990716

	Total for Check Number 2588:	35.10	
Check: 2589	09/20/2000		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		218.76	
		384.46	
		39.20	

	Total for Check Number 2589:	642.42	
Check: 2590	09/20/2000		
Vendor: SHURG	Shurgard Storage	<u>Amount</u>	<u>Invoice No</u>
		109.00	
		20.00	
		209.00	

	Total for Check Number 2590:	338.00	
Check: 2591	09/20/2000		
Vendor: SMART	Smart Wireless	<u>Amount</u>	<u>Invoice No</u>
		107.52	08280B3KYKU

	Total for Check Number 2591:	107.52	
Check: 2592	09/20/2000		
Vendor: Spring	Springbrook Software, Inc.	<u>Amount</u>	<u>Invoice No</u>
		250.00	6656

	Total for Check Number 2592:	250.00	
Check: 2593	09/20/2000		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		1,350.24	
		170.35	
		34.90	
		7.18	

	Total for Check Number 2593:	1,562.67	
Check: 2594	09/20/2000		
Vendor: VERIZON	Verizon Wireless	<u>Amount</u>	<u>Invoice No</u>
		26.25	
		23.35	
		76.15	

	Total for Check Number 2594:	125.75	
Check: 2595	09/20/2000		
Vendor: VOICE	Voice Stream Wireless	<u>Amount</u>	<u>Invoice No</u>
		908.50	
		90.08	
		106.58	
		45.04	

	Total for Check Number 2595:	1,150.20	
Check: 2596	09/20/2000		
Vendor: WAECOLOG	Department of Printing Wa State Dept of Ecology	<u>Amount</u>	<u>Invoice No</u>
		58.50	

	Total for Check Number 2596:	58.50	
Check: 2597	09/20/2000		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		1,428.00	9534

	Total for Check Number 2597:	1,428.00	
Check: 2598	09/20/2000		
Vendor: WCMA	Wa City/County Mgmt Assoc	<u>Amount</u>	<u>Invoice No</u>
		200.00	

	Total for Check Number 2598:	200.00	
Check: 2599	09/20/2000		
Vendor: ZUMAR	Zumar Industries, Inc.	<u>Amount</u>	<u>Invoice No</u>
		2,105.78	0041573

	Total for Check Number 2599:	2,105.78	

Total for Accounts Payable Check Run:

86,157.06

(1)

Check: 2600	09/20/2000		
Vendor: AARENT2	AA Rentals - Issaquah	<u>Amount</u>	<u>Invoice No</u>
		1,225.01	783249

	Total for Check Number 2600:	1,225.01	
Check: 2601	09/20/2000		
Vendor: KingFin	King County Dept of Finance	<u>Amount</u>	<u>Invoice No</u>
		1,016.87	19218

	Total for Check Number 2601:	1,016.87	
Check: 2602	09/20/2000		
Vendor: NEWSTR	The News Tribune	<u>Amount</u>	<u>Invoice No</u>
		341.96	S5605500000
		341.96	S6754300000

	Total for Check Number 2602:	683.92	
Check: 2603	09/20/2000		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		493.55	000-260-200-1

	Total for Check Number 2603:	493.55	
heck: 2604	09/20/2000		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		879.80	082612614
		-209.48	082612614

	Total for Check Number 2604:	670.32	

	Total for Accounts Payable Check Run:	4,089.67	(1)

**City of Sammamish
City Council Minutes
Regular Meeting
September 6, 2000**

Mayor Jack Barry called the regular meeting of the Sammamish City Council to order at 7:35 pm.

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

Councilmembers absent: Councilmember Phil Dyer

Staff present: City Manager Michael Wilson, Director of Administrative Services Dennis Richards, Public Works/Finance Director Ben Yazici, Senior Project Engineer Lee Haro, Director of Community Development Ray Gilmore, Planning Manager David Sawyer, Police Chief Richard Baranzini, City Attorney Bruce Disend and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Kilroy led the pledge.

1. Approval of Agenda

MOTION: Councilmember Huckabay moved to approve the agenda. Councilmember Haworth seconded. Motion carried 6-0.

2. Mayor/Council/Committee Reports

- Public Works Committee (Haworth): No report
- Public Safety Committee (Kilroy): Committee met with King County regarding policing and safety issues on the Eastlake Sammamish Trail. King County would like to meet with the committee once more They will write a report and present it to Council.
- Finance Committee (Huckabay): Committee approved the budget schedule. She also informed Council that she had received the E.I.S. on the Metropolitan Transportation Alternative (two volumes).
- Community Development Committee (Dyer): No report.
- Deputy Mayor Romero gave a report on the Beaver Lake Triathlon. Councilmember Gerend participated in the event.

- Eastlake High School Report (Lin Yang): Reported that school started. He has been communicating with leadership students at Eastlake, and members of the Redmond Youth Advisory Board and hopes to begin the planning of a Youth Advisory Board in Sammamish.
- Skyline School Report (Mary Vinuelas): She announced that there is a community bulletin board at Skyline where City Information can be posted.
- Mayor Barry announced the City of Issaquah and the Sammamish Plateau Water and Sewer District are meeting on September 11 at 5:00 pm. The Mayor of Issaquah has asked the City of Sammamish to send representation. Councilmembers Haworth and Huckabay volunteered to attend. On October 12th, an all-day Water Summit will be held with several municipalities and government agencies.

3 Public Comment

Harold Fowler, 22021 SE 4th Street, urged Council to reconsider the land use moratorium and give permission for small shorts to be developed.

Tom Harmon, 2302 West Beaver Lake Drive updated Council on water issues. He announced there would be a meeting of Sammamish Community Television on September 19th at the Klahanie Fire Station.

3. Consent Calendar

- a) Proclamation – PTA Membership Month
- b) Claims for period ending September 6, 2000 in the amount of \$1,397,664.86
- c) Payroll for August 1-15, 2000 pay period/August 18th pay date in the amount of \$65,808.22
- d) Payroll and benefits for August 16-31 in the amount of \$83,871.91
- e) Minutes of Special Council Meeting August 16, 2000
- f) Minutes of Special Council Meeting August 23, 2000
- g) Minutes of Study Session/Special Council Meeting August 30, 2000

MOTION: Councilmember Haworth moved to approve the Consent Calendar. Councilmember Kilroy seconded. Motion carried 6-0.

Mayor Barry read aloud a proclamation making September National PTA Membership Month. Sandy Livingston, representing the State PTA thanked the Council for the proclamation and urged all citizens to become members of the local PTA.

4. Unfinished Business

5) New Business

a) An ordinance of the City of Sammamish, Washington, making the violation of a Stop Work Order a civil infraction

Director of Community Development Ray Gilmore explained the purpose of this ordinance was to place a civil penalty of \$250.00 for each infraction and violation of a Stop Work Order. Currently the City has no provisions for such a penalty. The charge of \$250.00 is reasonable for the amount of construction being performed in the City and is comparable with the charges of other jurisdictions. Staff recommends approval of this ordinance.

Councilmember Gerend asked if there was any precedence for scaling the penalty up based on the violations. Mr. Gilmore recommended Council adopt this ordinance to have something in place now and staff would research raising the penalty.

MOTION: Councilmember Kilroy moved to adopt an ordinance of the City of Sammamish, Washington, making the violation of a Stop Work Order a civil infraction. Councilmember Huckabay seconded. Motion carried unanimously 6-0

b) Interlocal: Agreement with King County to perform the Sammamish Plateau Area Corridor Study (SPAC)

Public Works/Finance Director Ben Yazici explained this interlocal agreement would provide \$80,000 in funding for the work that must be performed in order for the City to apply for further grant money. He praised Special Projects Engineer Lee Haro for moving this agreement through King County quickly.

Councilmember Huckabay inquired how the other Cities and agencies involved in the SPAC study would give their input, especially if they don't like the result of the study. Mr. Yazici explained the Cities and Agencies had signed the Memorandum of Understanding, thereby agreeing to work together. Councilmember Huckabay expressed concern that a major freeway would be put through the City. Mr. Yazici explained the City's interest would be of primary importance.

MOTION: Councilmember Haworth moved to approve the interlocal agreement with King County to provide the transfer of \$80,000 to perform the Sammamish Plateau Area Corridor Study. Councilmember Gerend seconded. Motion carried unanimously 6-0.

c) Contract: EarthTech/SPAC Grant Application

Mr. Yazici said a group of representatives from each government involved in the project interviewed three consulting firms, David Evan, Ch2Mhill and Earthtech and reached consensus that Earthtech was the best firm to perform the work. Councilmember Huckabay questioned the value of the transit portion of the contract. A sub-consultant will be involved in this aspect of the study and will provide at least three or four transit alternatives. Councilmember Haworth cautioned against Earthtech releasing any information to the public. All public information should go through the City Manager.

MOTION: Councilmember Gerend moved to approve the contract with EarthTech to perform the work necessary for the SPAC grant application. Councilmember Huckabay seconded. Motion carried unanimously, 6-0

d) Requests for Hardship Exceptions to the Land Use Moratorium.

Director of Community Development Ray Gilmore explained the development moratorium, as adopted on August 16, 2000, precludes the use of a categorical exemption for a project if the proposal includes the division of land. Four individuals are requesting a hardship exception under Section 5 of the moratorium. This section allows Council to except a project from the moratorium if an "unusual or unreasonable hardship" is caused by the moratorium. The decision is at the discretion of the Council.

Summary of Facts

Ali Ghambari
19680 SE 24th Way

He has purchased his water certificates and they will expire November 6, 2000. He has sold property to finance the short platting of his property to form one extra lot. He currently lives on the adjoining property. After several meetings with City Staff Mr. Ghambari believes that he would have qualified for an exemption under the terms of the previous moratorium.

Council Findings: Council finds in favor of granting this hardship exception for the following reasons; (1) Mr. Ghambari's water certificates will expire under the current moratorium. (2) He would have qualified for an exemption under the previous moratorium. (3) He has invested a significant amount of money. (4) He is only creating one extra lot and this fits within the spirit of the moratorium.

MOTION: Councilmember Kilroy moved to grant Mr. Ali Ghambari a hardship exception to the current development moratorium. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

Summary of Facts

Judy LaCourse
20203 SE 24th Street

She is wishing to divide her 4 ¼-acre lot into two lots. She was allowed to purchase her water certificate. She is requesting the hardship exception because her water certificate will expire in December and she would have qualified for a categorical exemption under the previous moratorium.

Council Findings: Council finds in favor of granting this hardship exception for the following reasons: (1) Her water certificate will expire during the current moratorium. (2) She would have qualified for a categorical exemption under the previous moratorium. (3) The short plat falls within the spirit of what Council intended when they imposed the moratorium. Council did not want to affect homeowners who wanted to short plat, but intended to restrict large developments.

MOTION: Councilmember Kilroy moved to grant Ms Judy LaCourse a hardship exception to the current development moratorium. Councilmember Haworth seconded. Motion carried unanimously 6-0.

Summary of Facts

Lynn Mattson
19546 SE 24th Way

Mr. Mattson was unable to attend the meeting but was represented by Jim Grace. (424 243rd Place SE). Mr. Grace said that Mr. Mattson wants to subdivide his property into 12 lots. Mr. Mattson met four times with City Staff. After these meetings, Mr. Mattson felt that he could proceed with buying his water certificates and contracting to sell his property. Because his water certificates would not expire under the previous exemption, Mr. Mattson would not have qualified for a categorical exemption until this moratorium. Due to the change in the current moratorium, he did not qualify for a categorical exemption. He also is unable to work due to health problems. Because he was self-employed he has no retirement benefits other than the sale of this property.

Council Findings: Council finds in favor of granting the hardship exception to Mr. Lynn Mattson for the following reasons: (1) Mr. Mattson would suffer severe economic hardship if he is not granted the exception. (2) He experienced a misunderstanding in the advice he was given from staff. (3) His water certificates will expire in October and he has already paid \$12,000 towards the water certificates.

MOTION: Councilmember Kilroy moved to grant Mr. Lynn Mattson a hardship exception to the current development moratorium. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Summary of Facts

James A. Guse
PO Box 4184
Kent, WA 98032

He requested a hardship exception to subdivide his property into nine lots. He believes that he would have qualified for a categorical exemption under the previous moratorium. He explained his hardship would be loss of income and loss of financial commitments already made.

Council Findings: The moratorium was intended to prevent larger subdivisions. Hardship exceptions cannot be granted based on financial commitment alone. Mr. Guse has not justified his hardship. There probably has been some misunderstanding on the procedure Mr. Guse should have followed, but since the staff member in question is not present, no ruling should be made based on the advice given. Mr. Guse probably has been caught between the rules of the previous moratorium and the new moratorium

MOTION: Deputy Mayor Romero moved to table this decision until the next regular Council meeting. Councilmember Haworth seconded. Motion failed 3-3 with Councilmembers Gerend, Huckabay and Mayor Barry dissenting.

MOTION: Councilmember Gerend moved to grant Mr. James A Guse a hardship exception to the current development moratorium. Councilmember Huckabay seconded. Motion failed 3-3 with Councilmember Haworth, Deputy Mayor Romero and Mayor Barry dissenting.

Councilmember Kilroy inquired if the City had any ordinances regarding heavy trucks. Mr. Yazici recommended Council to defer action on this until the arterial classification study has been completed because some street classifications may change. Councilmember Huckabay recommended the Public Works Committee study this issue.

Councilmember Haworth asked staff to look into drafting an ordinance prohibiting used car lots from developing at intersections around the City.

Council recess from 9:25 pm to 9:35 pm

7. Executive Session – Litigation

9. Adjournment: Mayor Jack Barry adjourned the meeting at 10:00 pm.

Melonie Anderson, City Clerk

Jack Barry, Mayor

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Interlocal Agreement (ILA) for King County Waste
Reduction and Recycling Grant Program between
King County and the City of Sammamish

Meeting Date: Sep 20, 2000

Date Submitted: Aug 31, 2000

Originating Department: Administration

Action Required:
Approve new program and authorize City Manager to
Sign Interlocal Agreement

Clearances:

X Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning X Attorney

Exhibits: Interlocal Agreement (ILA)
No. D 29099 D

Committee

Budgeted Amount: \$15,994.00 will be paid from King County Waste Reduction and Recycling Grant Program for the Suburban Cities to the City of Sammamish to promote backyard composting.

Summary Statement: King County and the City of Sammamish adopted the King County Comprehensive Solid Waste Management Plan which includes recycling and waste reduction goals. Grant funding is available to the City under this plan to further develop and enhance local waste reduction and recycling projects. The City is utilizing this grant to promote backyard composting as an alternative to yard debris collection. The Interlocal Agreement defines the terms and conditions for funding provided to the City, which will be used for a Compost Bin Distribution Program for City Residents.

Recommended Motion: Authorize the City Manager to sign the Interlocal Agreement (ILA) No. D29099 between King County and the City of Sammamish for waste reduction and recycling programs.



**King County
Solid Waste Division**

Department of Natural Resources
King Street Center
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855
(206) 296-6542

RECEIVED

BY: *[Signature]*

August 11, 2000

Denny Richards
Director of Administrative Services
City of Sammamish
704 -228th Street
Sammamish, WA 98053

Dear Mr. Richards:

Four copies of Interlocal Agreement (ILA) No. D 29099 D for the King County Waste Reduction and Recycling Grant Program are enclosed. Please have the appropriate City official sign all four copies and return all four originals to me as soon as possible. The Interlocal Agreement is basically the same agreement as has been used in the past, with one exception, the current version removes the minority and women business requirement.

Please include a current copy of your certificate of insurance, or a written acknowledgment of self-insurance as specified in Section VII of the Agreement, when you return the signed Agreements.

✓
WCIA
Contract
for
self-insurance
coverage
by
9/10

Thank you for your assistance with this matter. I anticipate that King County's signature process will take three to four weeks after I receive the signed copies from you. If you have any questions, please call me at (206) 296-4478, I work part-time and am usually in the office on Mondays, Wednesdays and Fridays.

Sincerely,

Rick Crawford For

Lyne Morris
Project Manager

LM:mw
s:\Lyne\gapgrant\ILAs\ILAletters

Enclosures

cc: Rodney G. Hansen, Manager, Solid Waste Division



INTERLOCAL AGREEMENT

Between

KING COUNTY and the CITY OF SAMMAMISH

This Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Motion No. 10965

City _____

PREAMBLE

King County and the City of Sammamish adopted the King County Comprehensive Solid Waste Management Plan, which includes recycling and waste reduction goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the suburban cities. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects.

Grant funding is available to all King County suburban cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be generously shared with the County and the other suburban cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Sammamish from the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

7. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
8. The City shall maintain accounts of the direct and indirect costs of the programs covered by this Agreement for a period of at least six years. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
9. The City agrees to credit King County on all printed materials provided by the County which the City is duplicating for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
10. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
11. This project shall be administered by Denny Richards, Director of Administrative Services, at City of Sammamish, 704 228th Street, Sammamish, Washington, 98053, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is distributed on a per capita basis. The City of Sammamish's budgeted grant funds are \$15,994.00.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County which the County duplicates for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Sammamish" and/or "text provided courtesy of the City of Sammamish."

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance is attached to this Agreement as Exhibit B, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit B.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this 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 this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

EXHIBIT A

Scope of Work and Budget

King County Waste Reduction and Recycling (WR/R) Grant Program

A. PROGRAM INFORMATION:

1. City: City of Sammamish
2. Program Title: King County Waste Reduction and Recycling (WR\R)
Grant Program for the Suburban Cities
3. Program Manager: Denny Richards
Director of Administrative Services
4. Address: City of Sammamish
704 228th Ave. NE, PMB 491
Sammamish, WA 98053
TEL - (425) 898-0660
FAX - (425) 898-0669
E-mail – drichards@ci.sammamish.wa.us
5. Consultant: Paul Devine
Olympic Environmental Resources (OER)
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-5475
FAX - (206) 938-9873
E-mail – PaulDevine@MSN.com
6. Budget: \$15,994.00

B. SCOPE OF WORK:

Task 1: Compost Bin Distribution

a. Background/History: The City of Sammamish recognizes that yard debris is an easily recyclable material. The City wants to offer residents alternatives to yard debris collection and to promote backyard composting. While the City provides for curbside collection of yard debris, backyard composting saves the energy and resources needed to collect and process yard debris at a centralized composting facility.

D. PROGRAM BUDGET:

The City does not intend to use other sources of grant funding for this program. The budget below only indicates the use of King County WR\R grant funds:

King County WR/R Grant Budget Category	Project Cost
City Staff Time	\$994.00
Task 1: Compost Bin Distribution	
Purchase compost bins - 240 Bins	\$9,300.00
Promotional Mailing	\$1,600.00
Distribution event coordination	\$1,450.00
On-site educational presentations	\$600.00
Educational materials - 240 Booklets	\$550.00
Grant Administration	
1. Program Management	\$900.00
2. Project Expenses	
A. Mileage (Miles x .325)	\$125.00
B. Supplies	\$300.00
C. Miscellaneous/Contingency	\$175.00
Total	\$15,994.00

**NOTE: Hourly rates for event management and staff are as follows:
Project Manager - \$70.00, Event Staff - \$55.00, Administrative Staff - \$40.00
For budgeting purposes an average of \$54.00 per hour is used.**

07-Sep-00

King County Solid Waist Division
Attn: Lyne Morris
201 South Jackson St., Suite 701
Seattle, WA 98104-3855

Cert#: 2006
RECEIVED
SEP 11 2000
BY: *Jms*

RE: City of Sammamish
AS RESPECTS, ENTER LOCAL AGREEMENT.

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 99 municipal corporations in the State of Washington.

WCIA has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured".

Sincerely,



Eric B. Larson
Assistant Director

cc: Dennis Richards
Gail Da'vila, Dennis Richards



Insurance Authority

P.O. Box 1165

Renton, WA 98057

07-Sep-00

Cert#: 2006

Phone: 425-277-7237

Additional Property Interest:

Fax: 425-277-7242

King County Solid Waste Division
ATTN: Lyne Morris
201 South Jackson St., Suite 701
Seattle, WA 98104-3855

RE: City of Sammamish
AS RESPECTS, ENTER LOCAL AGREEMENT.

Evidence of Coverage

This is to certify that the above captioned municipal corporation is a member of the Washington Cities Insurance Authority (WCIA) and is protected for property coverage under the WCIA Joint Property Protection Agreement to a loss limit of \$25,000 per occurrence, excess of the member's individual deductible.

Coverage provides for all risks of direct physical loss or damage, subject to policy terms, conditions and exclusions for real and/or personal property, including inland marine exposures and/or automobile physical damage.

Sincerely,

Eric B. Larson
Assistant Director

cc Dennis Richards
Gail Da'vila, Dennis Richards

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Contract for Sammamish School Sidewalk
Improvement Project

Meeting Date: September 20, 2000

Date Submitted: September 12, 2000

Originating Department: Public Works

Action Required:
Authorize City Manager to sign agreement with
qualified low bidder.

Clearances:

_____ Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning _____ Attorney

Exhibits: Contract
 Bid Tabulation Sheet

Committee:

Budgeted Amount: \$200,000

Summary Statement:

The Issaquah and Lake Washington School Districts have identified their highest priority for sidewalk improvement to ensure student safety. On June 21, 2000 Council awarded a contract for \$30,000 to Gray and Osborne Consulting Engineers to design the two projects for construction. This phase of the project is complete and construction bids were solicited. On September 14, 2000 the sealed bids were opened and the lowest responsive responsible bidder was selected. The two projects were bid as two separate schedules of work. Schedule A will be completed within 30 calendar days from award of the contract. Schedule B will be completed within 60 calendar days from award. \$170,000 is currently available for construction

Recommended Motion:

Authorize the City Manager to execute a contract with _____ to complete the Sammamish School Sidewalk Improvement Project per agreement not to exceed _____

BIDDER	PROPOSAL SIGNED (p.7&11)	BID BOND	NON-COLLUSION AFFIDAVIT	SCHEDULE A	SCHEDULE B	REMARKS
Westwater	✓	✓	✓	156,260. ⁰⁰	356,495. ⁰⁰	
Dennis R. Craig Gmt	✓	✓	✓	159,135. ³⁰	325,054. ⁰⁰	
Tydlco, Inc	✓	✓	✓	225,960. ⁰⁰	455,090. ⁰⁰	
R.W. Smith Gmt. Co	✓	✓	✓	212,771. ⁰⁰	321,442. ⁰⁰	

"The apparent low bidder is (Westwater) low bidder's name) for \$ 156,260.⁰⁰. The engineer's estimate is \$ 124,455.⁰⁰."

(B: \$160,475)

More Information of
this Agenda Item will
be provided at the
meeting

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Proposed Land Use Mediation Program

Meeting Date: October 4, 2000

Date Submitted: September 29, 2000

Originating Department: Community Development

Action Required: No action required other than first reading of the ordinance.

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: A - Proposed Ordinance

Committee: Community Development

Budgeted Amount:

Summary Statement: In an effort to provide an alternative to formal litigation as a means for citizens to address their concerns regarding land use permits, the City is proposing a voluntary land use mediation program. This program provides citizens an opportunity to address concerns about a project that may go beyond the issues addressed in the permitting process. Citizens and the applicant thus have an opportunity to work out issues without costly and time consuming litigation.

The proposed ordinance was presented to the Council at its September 13, 2000 work session. After discussion, the Council directed staff to amend the proposal to include language addressing neighborhood meetings between the applicant and the neighborhood prior to the submittal of an application to the City. This language has been added as Sub-Section 1E of the proposed ordinance.

Recommended Motion: First reading of the ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2000 -**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING A LAND USE
MEDIATION PROGRAM**

WHEREAS, the City of Sammamish has no mechanism in place for its citizens to express their concerns about proposed land use permits except for public hearings; and

WHEREAS, the City is constrained by law from addressing issues outside the scope of the permitting process at such public hearings; and

WHEREAS, many public concerns are over issues relating to the nature of a given project and not the permits for that project; and

WHEREAS, public concerns that are not addressed by the City may lead to costly and time-consuming litigation; and

WHEREAS, in many situations, a less costly and more direct alternative for addressing these concerns would be for the permit applicant and the concerned citizens to mediate their dispute;

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

Section 1. Rules of Mediation Established. There is hereby established a Land Use Mediation Program for the City of Sammamish, as follows:

A. INTRODUCTION

1. **Purpose.** Mediation is an entirely voluntary process by which two or more parties and/or interested persons, with the assistance of an impartial person (the mediator), attempt to reach a full or partial agreement on a disputed matter. Persons participate in the mediation process only if, and only to the extent, they choose to do so. A participant is bound by the outcome of the mediation process only if that person, or his or her duly authorized representative, approves the mediated agreement. (See Section "Q", below.)

In appropriate cases, mediation may assist in the resolution of land use issues at a substantial savings in time and money to the parties, interested persons, the City of Sammamish, and the general public. Mediation is also available as an alternative to a formal appeal hearing to resolve other disputes between individuals and the City of Sammamish.

2. **Interpretation.** These rules shall be interpreted to facilitate and encourage use of the mediation process at the earliest practical time following the identification of a conflict or dispute which the affected parties or persons are unable to resolve through direct negotiation.

B. DEFINITIONS

“**Person**” includes individuals, corporations, partnerships, other formal associations, and governmental agencies.

“**Party**” means the applicant, proponent, or petitioner; the owner(s) of property subject to a hearing; the responsible city official; or any other city official with jurisdiction or review authority over a proposal or proceeding who has notified the Community Development Director in writing requesting to be a party to the proceeding.

A property owner who has authorized another individual to act as an agent for the development of a parcel of property is not a party unless he/she requests the Community Development Director to be designated as such. Persons joining in or concurring with an appeal or petition are not parties unless they have separately filed the requisite documents and fees for an appeal or petition.

“**Interested Person**” is any person who receives written notice of a proposed land use action under the requirements of the Interim Sammamish Development Code, or has requested of the responsible city official or the Community Development Director notification of proceedings or copies of orders, reports, recommendations or decisions issued in the particular case, or who participates in a hearing by providing evidence, comment or argument, or who participates in a neighborhood meeting (See Section “E”, below). The term does not include a person whose only communication is a signature on a petition or a mechanically or electronically reproduced form, or who has made a standing request for notices or documents encompassing a type of case, or hearings which relate to a geographic area.

“**Responsible City Official**” means the City of Sammamish official who has primary responsibility for coordinating the review of an application or appeal, or who issued the decision or recommendation, or took the action, which is the subject of the proceeding.

C. WHEN MEDIATION IS AVAILABLE

As to any application for a land use permit or an appeal of a land use action which is or could become the subject of a public hearing, the responsible city official, the City Council or the Community Development Director, may at their own discretion or at the request of any party or interested person request mediation. (see Section "F", below) Mediation shall occur only when it is requested or accepted by at least one party and by one additional party or interested person with an opposing position. When the issue proposed for mediation involves the disposition or other action to be taken on an application, mediation shall occur only if the affected applicant agrees to be a participant in the mediation process.

Any objection to an inconsistency between a mediation proposed to be conducted pursuant to these rules and a procedural requirement of the Sammamish Municipal Code shall be raised with the Community Development Director within ten (10) calendar days of the receipt of information that would apprise a reasonable person of such inconsistency. Objections not raised within ten (10) calendar days shall be deemed waived.

D. NOTICE OF AVAILABILITY OF MEDIATION

The City of Sammamish shall take reasonable steps to advise all persons who file applications or appeals that are within the jurisdiction of the hearing examiner that mediation of disputes is available. A "Notice of Availability of Mediation" shall be contained in or attached to application and appeal forms which are provided by the City of Sammamish and shall be contained in the initial mailing to surrounding property owners and the posted notice of every land use application within the jurisdiction of the City. A similar notice also shall be incorporated in the first notice issued by the responsible city official announcing the scheduled date of any public hearing for which mediation is available to resolve disputed issues.

E. NEIGHBORHOOD MEETINGS FOR PLAT APPLICATIONS

The applicant for a subdivision or short subdivision shall conduct a neighborhood meeting to discuss the proposed development prior to submission of the preliminary plat to the City. The purpose of the meeting is to receive neighborhood input and suggestions prior to submission of the application. Such a public meeting is not a mediation, and any party who participates in such a meeting may still request mediation under these rules.

At least ten days prior to the meeting, the applicant shall give notice of the date, time and location of the neighborhood meeting to the Community Development Director and to all persons who would be entitled to receive notice of the proposed plat application under the requirements of the Interim Sammamish Development Code.

The notice shall be on a form provided by the Community Development Director and shall briefly describe the proposal and its location and shall include the name, address and telephone number of a representative of the applicant who may be contacted for additional information about the proposal. Notice to the Community Development Director shall include a list of the persons and addresses notified of the neighborhood meeting.

F. REQUEST FOR MEDIATION; RESPONSES

1. Request.

a. **Method.** Any party or interested person may request mediation. The request shall be in writing, unless made orally at a pre-hearing conference or hearing. A request for mediation should be made promptly following the determination that the disputed issues for which mediation is proposed cannot be resolved by direct negotiation between or among the affected parties and interested persons. A request for mediation made after a hearing

has commenced will normally be granted only if all parties to the proceeding agree to participate in the mediation.

b. Cost allocation and tender. Unless otherwise agreed by the parties to the mediation, the opposing sides to a dispute shall each pay an equal share of the cost of mediation. A request for mediation shall be accompanied by a tender to the City of Sammamish of not less than one-third of the anticipated cost for a half-day mediation. Until such time as mediation costs may be set by ordinance, it is expected that the cost of a half-day mediation will be \$450.00. Therefore, the minimum amount required to be tendered with a request for mediation shall be \$150.00.

The cost of mediation is not a fee to be paid to the City of Sammamish. The tender shall be delivered to the City of Sammamish solely for transmittal to the mediator if the request for mediation is accepted. The funds tendered, or any unexpended balance thereof, shall be returned in proportionate shares to the person(s) from whom received if the request for mediation is not accepted, or if the full amount tendered is not expended. A request for mediation may propose an alternative allocation of the cost of mediation. If an alternative cost allocation is accepted, any excess of the mediation cost tendered will be promptly returned to the party making the request for mediation.

c. Substance of request. The request for mediation shall identify with reasonable specificity the application or appeal to which it applies, the scope of the mediation proposed (including a statement of the particular issues or questions to be addressed), and an estimate of the time likely to be required to conduct and complete the mediation proposed. The request for mediation may propose inclusion of matters or issues which are beyond the scope of the pending hearing, so long as those additional matters are reasonably related to the matters in dispute and are within the control of the parties who will participate in the mediation.

d. To whom transmitted. If made in writing, the request shall be transmitted to all other parties to the proceeding, and also may be addressed to any current or prospective interested persons known to the party making the request. A copy of the request shall also be filed with the Community Development Director.

2. Response to request for mediation.

a. Substance of response. A response to a request for mediation may be made in the form of an agreement to participate in the mediation as proposed, or may propose either a more limited or an expanded mediation. The response may also propose a different allocation of the expense of mediation, time limits for the conduct of mediation, or other conditions.

b. Counter-proposals. Any response other than an agreement to participate in the mediation substantially as proposed by the person making the request shall be considered a counter-proposal and responded to in the same manner as an initial request for mediation.

c. Tender of cost. A positive response to a request for mediation shall be accompanied by a tender to the City of Sammamish of the respondent's share, if any, of the cost of a half-day mediation.

d. Response not required. No party or interested person is obliged to respond to a request for mediation. If there is no response made to a request for mediation within seven (7) calendar days, the request shall be deemed refused. No inferences shall be drawn from a refusal to participate in mediation or a failure to respond to a request for mediation. Requests to mediate and responses thereto shall be privileged and not admissible into evidence under the same rules as apply to settlement negotiations.

e. To whom transmitted. Any response to a request for mediation shall be transmitted to the person who requested the mediation, to any other persons to whom that request was addressed, and to any other persons the respondent proposes to be a participant in the mediation. A copy of the response shall also be filed with the office of the hearing examiner.

f. Technical deficiencies not a bar. Failure of a request for mediation or a response to strictly comply with this rule shall not be a bar to mediation if the intent of the affected persons is clear and the costs of mediation are provided for adequately.

G. ATTENDANCE; REPRESENTATION

A party to the mediation shall be present in person or represented by a person or persons who have the requisite authority to enter into an agreement which implements or binds the party to the results of the mediation. A request to mediate, or acceptance of such request, shall constitute an agreement to attend in person or be represented at the mediation by an individual or individuals who shall possess the authority to enter into a binding agreement with respect to any matters within the scope of the issues agreed to be mediated.

Parties to a mediation may participate directly or through a designated representative. Two or more parties or interested persons who share substantially similar interests or concerns with respect to the matter being mediated may participate through a single representative designated or approved by them unless the mediator determines that individual participation will facilitate the making of a mediated agreement.

H. WHEN MEDIATION MAY OCCUR

1. As a matter of right. Mediation is available as a matter of right upon agreement by all parties to the proceeding to address through mediation all issues in dispute. Mediation shall also be approved as a matter of right upon agreement by all parties to mediate any one or more (but not all) issues in dispute, provided that the agreement to engage in mediation is executed and filed with the Community Development Director fourteen (14) or more days prior to the scheduled opening of the hearing.

2. At the Community Development Director's discretion. Mediation may be approved by the Community Development Director if any party, and any one or more other

parties or interested persons with an opposing position, agree to mediate any substantial issue in dispute. In acting upon a request to approve a partial mediation, the Community Development Director shall consider, to the extent applicable, the following factors:

- a. Whether the issue(s) to be mediated affects primarily the private interests of the parties to the proposed mediation, or is a matter of public interest;
- b. If the persons seeking mediation appear to represent substantially all of the persons likely to be affected by or interested in the matters proposed for mediation;
- c. Will the proposed mediation, if successful, be likely to expedite final action on the underlying application or appeal;
- d. Are the costs to the proposed parties to the mediation, as well as to other parties and interested persons, likely to be reduced if the mediation occurs;
- e. The timeliness of the request for mediation, and the effect which granting the request would have on previously established schedules of other parties, interested persons, and the office of the hearing examiner;
- f. The probability of participation by City staff in the mediation process, if such participation appears necessary to accomplish the purpose of the proposed mediation; and
- g. Such other facts or circumstances as bear upon the purposes and objectives of the office of the hearing examiner and these rules.

I. TIME OF MEDIATION

Mediation should normally be accomplished within a half day, and rarely exceed a full day, unless additional information or expertise which is not available that day is identified by the mediator as necessary to a successful mediation. Unless otherwise agreed by all parties to the mediation, as well as all parties to the pending proceeding and the Community Development Director, the mediation session shall occur within twenty-one (21) calendar days of the execution of the agreement to mediate or the date of approval of the mediation by the Community Development Director, whichever is later, and the entire process shall be concluded within thirty (30) calendar days of its commencement.

J. WAIVER OF HEARING AND REVIEW TIME LIMITS

A request by a party for mediation, or agreement by a party to participate in mediation, shall constitute an agreement by such party (or parties) to stay all time limits applicable to the affected permit review and hearing processes from the date of the first proposal to mediate until the first business day following the receipt by the Community Development Director of the mediator's report. If any party to the proceeding, who is not a participant in the proposed

mediation, does not agree to a similar waiver of time limits, the Community Development Director may deny or limit the proposed mediation to assure that applicable time limits for action on the affected application or appeal are not exceeded.

K. SELECTION OF MEDIATOR

1. Selection by the parties. A mediator shall be selected by the parties to the mediation.

2. List of available mediators. Solely as a convenience to the public at large, the Community Development Director will maintain a list of mediators who appear to be qualified by training or experience to conduct mediation of matters which are within the jurisdiction of the hearing examiner. Any person who desires to be on the list shall submit a resume or other statement of qualifications to the Community Development Director. Inclusion of a person on the list of mediators maintained by the Community Development Director shall not constitute a warranty or representation by the City of Sammamish that such person is in fact qualified to conduct mediation in a particular proceeding or type of proceeding. The parties to the mediation shall be the sole judges of the qualifications of the person whom they select as a mediator, whether that person is or is not on the list maintained by the Community Development Director.

The approval of the person selected as a mediator by the Community Development Director is not required. In no event, however, shall a current employee of the City of Sammamish or any person who is currently or contemporaneously acting as an agent or contractor for the City be designated as a mediator.

L. COSTS OF MEDIATION

The City of Sammamish shall have no responsibility for the payment of the costs of mediation, except for the transfer of funds deposited with the City of Sammamish with a request for mediation or a response. The City of Sammamish shall pay the costs, if any, allocable to a responsible city official that participates in the mediation and has agreed, in writing, to pay a specified proportion or amount of the costs of mediation.

M. NOTICE OF MEDIATION

1. Notice to parties to the mediation. It is the responsibility of the parties to the mediation and the mediator to assure that all parties to the mediation and the Community Development Director have reasonable notice of the time and place of the mediation session.

2. Notice to all other parties and interested persons. Upon receipt of notice by the Community Development Director that a mediator has been selected and of the time and place set for the mediation session, the Community Development Director shall give notice to all

other parties and known interested persons, if any, that a mediation session has been scheduled. The notice by the Community Development Director shall give the names of the parties to the mediation.

3. Notice of outcome. At the conclusion of the mediation, the Community Development Director shall give notice to all parties and known interested persons of the outcome of the mediation.

N. AUTHORITY OF THE MEDIATOR

The mediator shall have the authority to:

1. Schedule, recess, adjourn, and terminate mediation sessions;
2. Keep order;
3. Request information of the parties, experts or other persons who are present, and ask questions to clarify issues and positions;
4. Request the presence of additional persons; and
5. Generally conduct the mediation in a manner designed to resolve the controverted matters.

Resolutions to the matters in controversy may be proposed by the mediator, but no decision may be imposed by the mediator on participants.

O. USE OF EXPERTS

The mediator may determine, with or without request by a party, that a mediated agreement would be facilitated by the receipt of expert information during the mediation process. If requested by the mediator, the parties to the mediation shall make available expert reports, or arrange for the attendance of their anticipated expert witnesses to provide information at the mediation. Alternatively, one or more independent experts on issues relevant to the mediation may be identified by the mediator for that purpose. Experts provided by a party shall be compensated by that party; responsibility for payment of any independent experts shall be assigned in a manner determined by the mediator and agreed to by those parties to the mediation who will be obliged by that determination to contribute to the cost. No expert, whether provided by a party or independent, shall participate in the mediation with respect to any matter outside the scope of his or her expertise.

P. GENERAL ORDER OF MEDIATION

Unless otherwise determined by the mediator, the order of proceedings at the mediation shall be:

1. Introduction by mediator.
2. Introduction of participants.
3. Opening statements of interest and position by each participant. After hearing initial statements of the interests of all parties to the mediation, the mediator may encourage the designation of a single representative by parties who share substantially similar interests or concerns. (See Section "G", above.)
4. Questions by the mediator to clarify issues, interests, and positions.
5. Identification of issues to be discussed.
6. Discussion of identified issues and other efforts to reach agreement. This may include individual caucuses by the mediator with the parties to the mediation in separate sessions, the written or oral conveyance of proposals by the mediator to other parties to the mediation, the transmittal of responses, and the making of suggestions or proposals by the mediator to the parties separately or jointly.
7. Identification of matters agreed upon.
8. Clarification of agreement by mediator.
9. Written documentation of agreement prepared by the mediator.
10. Signature to agreement by the parties to the mediation who agree thereto.
11. Transmittal of report by the mediator to the Community Development Director and responsible city official.

The foregoing order of proceedings may be modified at any time by agreement of the parties or order of the mediator.

Q. AGREEMENTS RESULTING FROM MEDIATION

1. Execution and notice. All agreements resulting from mediation shall be reduced to writing by the mediator and signed by the persons who have agreed thereto or their authorized representatives. Fully executed copies shall be filed by the mediator with the responsible city official and the Community Development Director.
2. Effect of agreement.
 - a. Appeals. If the mediated agreement resolves all issues of all parties to an appeal, the mediated agreement shall include a stipulation and waiver of notice

authorizing entry of an order dismissing the appeal. An order of dismissal incorporating the mediated agreement shall be promptly entered by the hearing examiner.

If the agreement is not executed by all parties to an appeal, the agreement shall be binding only upon those parties who have agreed thereto. For appeals not fully resolved, the mediator may, with the consent of the parties to the mediation, prepare and file a recommended pre-hearing order which may be adopted or modified by the hearing examiner to govern future proceedings.

b. Applications and other matters. With respect to matters other than appeals for which a hearing examiner is required to make findings and conclusions concerning the public health, safety, and welfare as defined by applicable laws and ordinances, the mediated agreement shall be considered as a joint recommendation to the Community Development Director by the parties to the mediation. The mediated agreement shall be accorded substantial weight in resolving issues between or among the parties to the mediated agreement, and shall be applied to the agreeing parties unless it would be clearly erroneous to do so.

Except for an agreement by an applicant to withdraw or modify an application, a mediated agreement shall not be used to obviate the need for, nor limit the scope of, any public hearing required by law. Mediation is not a substitute for the lawful exercise of discretion by the City Council in performing its legislative and quasi-judicial responsibilities, nor for the performance of the duties and responsibilities of the City of Sammamish Hearing Examiner and responsible city officials.

c. Effect on other parties and persons. An agreement arrived at through mediation may be considered by a hearing examiner with respect to parties or persons who did not agree to the mediated agreement only as evidence that the mediated resolution of the disputed matter may be feasible or reasonable. The evidentiary use of the agreement does not preclude any party or interested person who is not bound by the agreement from introducing other evidence and argument that disputes the reasonableness or feasibility of the agreement or supports an alternative resolution of the dispute.

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 AUGUST, 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: September 29, 2000

Passed by the City Council:

Date of Publication:

Effective Date

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Architectural services for City Hall

Meeting Date: September 20, 2000

Date Submitted: September 20, 2000

**Originating Department: Administration
Clearances:**

**Action Required: Approve contract and authorize
City Manager to sign**

 Administration Police

 Public Works Fire

Exhibits: Contract

 Building/Planning Attorney
**Committee: Reviewed by Chair of Finance
Committee**

Budgeted Amount: \$29,850

Summary Statement:

The attached agreement with "In-form, Inc." is to provide architectural pre-design services for the city hall facility. Now that the preliminary site analysis and financial assessment has been conducted, we need to commence facility planning, space schematics/flow design, and an existing facilities survey. This pre-design work will examine the amount of space that will be needed over the intermediate and long range for city services delivery and prepare preliminary cost estimates for construction, in addition to evaluating the viability of additional professional office space as a component of this facility. This stage of pre-design work will commence within a week after approval of the agreement and be completed within 60 days. The cost for these services will not exceed \$29,850 and will be funded out of the General Government fund, which we use to fund the lease of city hall space and purchase of city hall equipment. Concurrently with this pre-design work, we will commence soliciting statements of qualifications from interested architectural firms that may be interested in the actual design work for this project, if and when Council determines to move forward with this project.

Recommended Action:

The City Council approve the agreement with "In-form, Inc." in an amount not to exceed \$29,850 and authorize the City Manager to sign the agreement.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: In Form, Inc

This Agreement is entered into by and between the **City of Sammamish**, Washington, a municipal corporation, hereinafter referred to as the "City," and **In Form, Inc**, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

 A sum not to exceed \$ _____

 Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending within 60 calendar days from the date work is commenced, which will be within 14 calendar days of the execution of this agreement, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or

representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform

services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

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

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

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

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

City Manager
City of Sammamish
704 228th Avenue NE, PMB 491
Sammamish, Washington 98053
Phone number: (425) 898-0660

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

In Form, Inc.
Army W. Bailey, AIA
12330 120th Avenue NE
Kirkland, WA 98034
(425) 821-7760
(425) 821-7760 (fax)

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: Principal

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

Proposal for Services-Agreement

Pre-Design Services

Owner:

City of Sammamish
Mike Wilson, City Manager
704 228th Avenue NE
PMB 491
Sammamish, Washington 98074

Architect:

In Form, Inc.
12330 120th Avenue NE
Kirkland, Washington 98034

Project Location:

Although actual site location is not a required component for this scope of work, it is considered that the site under consideration is located on the southwest corner of 228th Avenue SE and SE 8th Street. A previous Site Analysis Study has been completed by this office which can be used for site specific requirements such as environmental concerns, grading (relating to the slope and natural features of the site), storm water run-off and traffic flow.

Project Description/Scope of Services (per AIA Document B163-Designated Services):

Pre-Design Services

- .08 Programming**
 - .01 Design objectives, limitations and criteria
 - .02 Development of initial approximate gross facility areas and space requirements
 - .03 Space relations-Development of relationship matrix of intra office departments
 - .04 Number of functional responsibilities personnel-current needs with 7-10 year growth potentials identified.
 - .05 Flexibility and expandability
 - .06 Special equipment and systems
 - .07 Site requirements
 - .08 Development of a preliminary budget for the work based on programming and scheduling studies
 - .09 Operating procedures
 - .10 Security criteria
 - .11 Communications relationships
 - .12 Project Schedule
 - .14 Identification of community components and space needs
 - .15 Technology-Identification of technology aspects of the facility as they relate to customer service and intra-office communications.
- .09 Space Schematics/Flow Diagrams**
 - .01 Conversion of programmed requirements to net area requirements
 - .02 Internal functions
 - .03 Human, vehicular and material flow patterns
 - .04 General space allocations
 - .05 Analysis of operating functions
 - .06 Adjacency

- .07 Special facilities and equipment
- .08 Flexibility and expandability-identify 7-10 year growth plan with ability for future expandability
- .10 Existing Facilities Survey**
 - .01 Photography
 - .02 Field measurements
 - .03 *Review of existing design data-not required*
 - .04 *Analysis of existing structural capabilities-not required*
 - .05 *Analysis of existing mechanical capabilities-not required*
 - .06 *Analysis of existing electrical capabilities-not required*
 - .07 *Review of existing drawings for critical inaccuracies, and the development of required measured drawings-not required*
- .11 Marketing Studies**
 - .05 Personal surveys-specifically the review of economic conditions relating to the commercial real estate market and the viability of including additional professional office space for expansion as well as to offset the development and operational costs of the overall facility.
- .12 Economic Feasibility Studies-not required as done previously**
- .13 Project Financing-not required as done previously**
- .14 Presentation**
 - .01 Required presentations to Staff at appropriate intervals
 - .02 City Council presentation

Assumptions/Exclusions:

In Form, Inc. shall be able to rely upon the accuracy of information provided by the Owner.

Owner shall allow access to existing facility for on-site investigation during all phases. Architect shall give adequate notice for on-site investigation to Owner prior to commencement of such on site review and survey.

The Owner shall select one individual from the City Staff to act as point of contact.

Architect shall consider all information developed for City as confidential.

Since schedule is defined, the Owner shall act in an expeditious manner in response to the Architects request for information and review. Delays on behalf of the City shall not be the responsibility of the Architect.

Fee:

Fee shall be a lump sum fee not including reimbursable expenditures as defined on the attached Rate Schedule.

Pre-Design Services

- .08 Programming**
- .09 Space Schematics/Flow Diagrams**
- .10 Existing Facilities Survey**
- .11 Marketing Studies**
- .12 Economic Feasibility Studies**
- .13 Project Financing**

Total Fee (not including reimb. expenditures)

\$29,850.00

Reimbursable Expenditures:

See attached Reimbursable Schedule for items not covered in base fee including but not limited to: printing and copying, long distance telephone fees, plan review fees and other city and county assessments, mileage, etc.

Schedule:

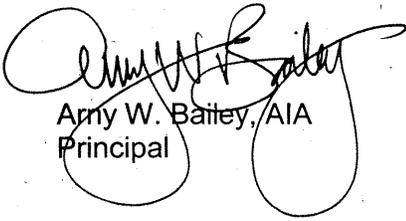
Upon execution of this Agreement, In Form, Inc. shall commence the work within 14 calendar days. Once project is commenced, In Form, Inc. shall work with the Owner forces to complete said work within 60 calendar days.

Terms:

The terms of this Agreement shall be payable upon receipt and 1.5% net 30 days. This agreement shall be governed by the State of Washington.

Acceptance:

Signature below indicates acceptance of services as defined and associated fee and will serve as the Agreement. Following receipt of one signed Agreement, In Form, Inc. will commence the project as indicated.



Amy W. Bailey, AIA
Principal

Michael Wilson, City Manager
City of Sammamish

Date

Rate Schedule

Personnel:

	Rate Per Hour
Principal Architect	\$100.00
Internet Systems Manager	\$ 95.00
HTML Programmer	\$ 75.00
Project Architect/Manager	\$ 85.00
Project Captain	\$ 70.00
Technical/Permit Technician	\$ 60.00
Clerical Personnel	\$ 40.00

Note: In the event that Technical staff is unavailable to perform the required tasks, Project Captains and Managers will be used but billed at the technical staff rate.

Reimbursables:

Automobile Expense	\$ 0.42 per mile
Filing fees, permit fees, review fees, etc.	Amount expended + 18%
Travel Expense	Amount expended + 10%
In house Reproduction:	
Photocopies	\$ 0.35 ea.
Sticky backs, Transparencies	\$ 1.50 ea.
24" x 36" Blueline	\$ 1.50 ea.
Translucent Bond CAD Plots 24" x 36"	\$ 5.00 ea.
Archival Vellum CAD Plots 24" x 36"	\$ 9.00 ea.
Mylar CAD Plots 24" x 36"	\$16.00 ea.
Color CAD Plots 24" x 36"	\$50.00 ea.
Outside reproductions	Amount expended + 10%
Delivery services	Amount expended + 10%
Additional consultant services	Amount expended + 18%
Long distance/air time phone service	Amount expended + 10%
Web Hosting-Intranet Site (Including T-1, 25 meg. Stor., 5 e-mail)	\$75.00/mo.
FTP Site (Up to 25 meg. Storage)	\$50.00/mo.
Excess File Storage (Web and FTP)/10 meg.	\$10.00/mo.
Additional e-mail accounts	\$ 5.00/acct.

All invoices will be billed monthly and are due upon receipt.

TERMS: Interest at 1.5% net 30 days

Engineering & Architectural Services

NOTICE TO CONSULTANTS

August 23, 2000

Architectural consultant services are required for Project No. 2001-022, Student Service Center Improvement Pre-Design, Skagit Valley Community College, Mount Vernon, WA.

Scope of Work

The student service center improvement pre-design study will include a project space program, a cost analysis of new construction versus an addition to the existing building, and a schematic design to include at least one elevation, and a cost estimate.

The anticipated completion date for the Predesign study is December 31, 2000.

The Maximum Fee for this project is \$35,000.

The state reserves the right to continue with the consultant selected for this phase of the project or has the option to conduct a new consultant selection process for future services beyond those services advertised above.

A/E fees and services shall be determined in accordance with the current Architectural/ Engineering Fee Schedule for Washington State Public Work Building Projects and the standard Division of Engineering and Architectural Services Agreement.

Voluntary MWBE goals of 0% MBE and 0% WBE have been established for this project. Achievement of the goals is encouraged. However, no minimum level of MWBE participation shall be required as a condition of A/E selection. Proposals will not be rejected or considered non-responsive if they do not include MWBE participation. A/E's may contact Office of Minority and Women's Business Enterprises to obtain information on certified firms for potential subconsultants.

Firms will be considered for selection based upon the following criteria categories, weighted as indicated: Qualifications of Key Personnel (100%); Relevant Experience (100%); Previous Performance (100%); Expressed Interest (100%).

For additional information contact Dennis Rohloff, Director of Physical Plant, Skagit Valley College, (360) 416-7751, or Merch DeGrasse, Project Manager, Engineering and Architectural Services, (206) 295-5120.

Submit Five (5) sets of qualifications. Each set to include: Federal 254 form, Federal 255 form, and any other pertinent data to assist the Selection Board in evaluating qualifications. To qualify for review, submittals are required to be delivered to and date/time stamped by E&AS prior to 5:00 PM, September 13,

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
704 228th Avenue NE, PMB 491
Sammamish, Washington 98053
Phone: (425) 898-0660
FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$	_____
Previous payments	\$	_____
Current request	\$	_____
Balance remaining	\$	_____

Approved for Payment by: _____ Date: _____

EXHIBIT C
CITY OF SAMMAMISH
704 228th Avenue NE, PMB 491
Sammamish, WA 98053
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

city clerk

WJD

September 18, 2000

RECEIVED
 SEP 19 2000
 BY: *Jms*

Mr. Dick Thiel, P.E.
 City of Sammamish
 704 228th Avenue Northeast, Suite 491
 Sammamish, Washington 98053

SUBJECT: REVIEW OF BIDS, SAMMAMISH SCHOOL SIDEWALK PROJECT
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON
 G&O #00537

Dear Mr. Thiel:

The City of Sammamish received four (4) bids on September 14, 2000 for the Sammamish School Sidewalk Project – Schedule A , ranging from \$156,260.00 for the low bid to \$225,960.00 for the high bid. The basis of award for this contract is Schedule A. The Engineer’s Estimate for Schedule A was \$124,455.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One mathematical correction was made to Tydico’s proposal; however, this correction did not change the position of the low bidder’s proposal. Dennis R. Craig Construction’s Schedule B proposal is considered non-responsive since a bid amount for a bid item was not provided. We have provided a bid summary with this letter. Listed below are the bidders and their respective bid amounts, including sales tax where applicable:

	Schedule A (Base Bid)	Schedule B
1. Engineer’s Estimate	\$124,455.00	\$284,930.00
2. Westwater Construction Co. (Auburn, WA).....	\$156,260.00	\$356,495.00
3. Dennis R. Craig Construction (Redmond, WA)	\$159,135.30	non-responsive
4. RW Scott Construction Co. (Auburn, WA).....	\$212,771.00	\$321,442.00
5. Tydico, Inc. (Renton, WA)	\$225,960.00	\$441,590.00



Mr. Dick Theil, P.E.
September 18, 2000
Page 2

The low bidder for Schedule A is Westwater Construction Co. of Auburn, Washington. Westwater Construction Co. is currently a registered and licensed contractor within the state of Washington and appears to possess adequate qualifications and experience relevant to the project to successfully perform the work required. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded.

Based on our evaluation, it is our recommendation that the project be awarded to Westwater Construction Co., 31833 Kent-Black Diamond Rd., Auburn, WA 98092.

Please advise should you require additional information.

Very truly yours,

GRAY & OSBORNE, INC.

Tamara A. Nack, P.E.

TAN/me
Encl.

cc: Mr. Ben Yacizi, P.E., Public Works Director, City of Sammamish

NO	ITEM	QUANTITY	UNBIDDER'S ESTIMATE		WESTWATER CONST.		DENNIS R. CRAIG		R.W. SCOTT CONST.		TYDICO, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup and Demobilization	1 LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$13,728.00	\$13,728.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
2	Removal of Structure and Obstruction	1 LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,324.00	\$4,324.00	\$8,112.00	\$8,112.00	\$10,000.00	\$10,000.00
3	Locate Existing Utilities	1 LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$839.50	\$839.50	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
4	Clearing and Grubbing	1 LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,550.00	\$5,550.00	\$6,894.00	\$6,894.00	\$10,000.00	\$10,000.00
5	Excavation, Backfill, Compaction and Grading	65 CY	\$12.00	\$780.00	\$30.00	\$3,250.00	\$23.50	\$1,527.50	\$20.00	\$1,300.00	\$35.00	\$2,275.00
6	Unsuitable Foundation Excavation Including Haul	5 CY	\$20.00	\$100.00	\$25.00	\$125.00	\$35.00	\$175.00	\$20.00	\$100.00	\$100.00	\$500.00
7	Catch Basin with Thru Inlet	1 EA	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$705.00	\$705.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00
8	Catch Basin Type 1	12 EA	\$800.00	\$9,600.00	\$800.00	\$9,600.00	\$903.00	\$10,836.00	\$750.00	\$9,000.00	\$850.00	\$10,200.00
9	Adjust Catch Basin	16 EA	\$250.00	\$4,000.00	\$100.00	\$1,600.00	\$368.30	\$5,892.80	\$400.00	\$6,400.00	\$400.00	\$6,400.00
10	Connect Existing Drain Pipe	9 EA	\$250.00	\$2,250.00	\$300.00	\$2,700.00	\$325.00	\$2,925.00	\$500.00	\$4,500.00	\$400.00	\$3,600.00
11	PVC Storm Sewer Pipe 6-inch Diameter	20 LF	\$20.00	\$400.00	\$30.00	\$600.00	\$19.50	\$390.00	\$30.00	\$600.00	\$30.00	\$600.00
12	PVC Storm Sewer Pipe 12-inch Diameter	410 LF	\$25.00	\$10,250.00	\$40.00	\$16,400.00	\$28.80	\$11,808.00	\$40.00	\$16,400.00	\$30.00	\$12,300.00
13	DI Storm Sewer Pipe 8-inch Diameter	25 LF	\$28.00	\$700.00	\$45.00	\$1,125.00	\$31.80	\$795.00	\$50.00	\$1,250.00	\$35.00	\$875.00
14	DI Storm Sewer Pipe 12-inch Diameter	15 LF	\$30.00	\$450.00	\$60.00	\$900.00	\$43.10	\$646.50	\$100.00	\$1,500.00	\$45.00	\$675.00
15	Excavate Unsuitable Material, Trench Section	5 CY	\$20.00	\$100.00	\$25.00	\$125.00	\$28.00	\$140.00	\$20.00	\$100.00	\$100.00	\$500.00
16	Bank Run Gravel for Trench Section	60 CY	\$13.00	\$780.00	\$20.00	\$1,200.00	\$27.80	\$1,668.00	\$16.00	\$960.00	\$100.00	\$1,800.00
17	Foundation Material, Class A	5 CY	\$16.00	\$80.00	\$30.00	\$150.00	\$42.50	\$212.50	\$20.00	\$100.00	\$30.00	\$150.00
18	Trench Excavation Safety System	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
19	Sawcutting	1,365 LF	\$2.00	\$2,730.00	\$1.00	\$1,365.00	\$2.10	\$2,866.50	\$3.00	\$4,095.00	\$8.00	\$10,920.00
20	Gravel Base	170 TN	\$12.00	\$2,040.00	\$10.00	\$1,700.00	\$20.50	\$3,485.00	\$16.00	\$2,720.00	\$20.00	\$3,400.00
21	Crushed Surfacing Top Course	70 TN	\$20.00	\$1,400.00	\$12.00	\$840.00	\$23.00	\$1,610.00	\$30.00	\$2,100.00	\$24.00	\$1,680.00
22	Crushed Surfacing Base Course	180 TN	\$20.00	\$3,600.00	\$12.00	\$2,160.00	\$23.00	\$4,140.00	\$22.00	\$3,960.00	\$24.00	\$4,320.00
23	Asphalt Concrete Pavement Class B	40 TN	\$90.00	\$3,600.00	\$125.00	\$5,000.00	\$115.00	\$4,600.00	\$85.00	\$3,400.00	\$70.00	\$2,800.00
24	Cold Mix Asphalt Concrete	10 TN	\$100.00	\$1,000.00	\$40.00	\$400.00	\$95.00	\$950.00	\$70.00	\$700.00	\$100.00	\$1,000.00
25	Topsoil Type A	60 CY	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$27.50	\$1,650.00	\$40.00	\$2,400.00	\$30.00	\$1,800.00
26	Seeding, Fertilizing, and Mulching	320 SY	\$4.00	\$1,280.00	\$1.00	\$320.00	\$3.75	\$1,200.00	\$4.00	\$1,280.00	\$2.00	\$640.00
27	Bark or Wood Chip Mulch	10 CY	\$30.00	\$300.00	\$30.00	\$300.00	\$40.00	\$400.00	\$40.00	\$400.00	\$50.00	\$500.00
28	Sod	500 SY	\$6.00	\$3,000.00	\$8.00	\$4,000.00	\$8.90	\$4,450.00	\$6.00	\$3,000.00	\$5.00	\$2,500.00

BIDDER ADDRESS
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.
WASHINGTON STATE CONTRACTOR'S REG. NUMBER
BID BOND OR OTHER GOOD FAITH TOKEN

WESTWATER CONST.
31833 Kent-Black Diam. Rd
Aburn, WA 98092
559.997-00.4
WESTWC110KID
5% BID BOND

DENNIS R. CRAIG
P.O. Box 595
Redmond, WA 98073-0595
349.660-00
DEN-RI-201 D4
5% BID BOND

R.W. SCOTT CONST.
4005 W. Valley Hwy. N. #A
Aburn, WA 98001
325.526-00.2
RWSCOC*229MU
5% BID BOND

TYDICO, INC.
13029 136th Ave. SE
Renton, WA 98059
839.985.009
TYDICI*077DR
5% BID BOND

DATE: 09/00
DRAWN: SDM
CHECKED: TS
APPROVED: TS

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA, WASHINGTON

		ENGINEER'S ESTIMATE	WESTWATER CONST.	DENNIS R. CRAIG	R.W. SCOTT CONST.	TYDICO, INC.
29	Temporary Erosion Control					
30	Cement Concrete Curb and Gutter	1 LS \$2,000.00	\$2,000.00	\$1,000.00	\$1,800.00	\$5,000.00
31	Cement Concrete Sidewalk	1,365 LF \$10.00	\$13,650.00	\$12.00	\$16,380.00	\$5,000.00
32	Asphalt Concrete Driveway Repair	560 SY \$19.00	\$10,640.00	\$24.25	\$13,580.00	\$20,475.00
33	Cement Concrete Driveway Repair	10 TN \$100.00	\$1,000.00	\$125.00	\$1,250.00	\$16,800.00
34	Cement Concrete Driveway Approach	75 SY \$30.00	\$2,250.00	\$49.10	\$3,682.50	\$750.00
35	Permanent Signing	235 SY \$25.00	\$5,875.00	\$49.10	\$11,538.50	\$4,500.00
36	Traffic Control	1 LS \$1,000.00	\$1,000.00	\$650.00	\$750.00	\$14,100.00
37	Minor Changes	1 LS \$6,000.00	\$6,000.00	\$12,400.00	\$19,200.00	\$2,500.00
38	Street Trees	24 EA \$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00
	Subtotal:		\$4,800.00	\$235.00	\$5,520.00	\$5,000.00
	Washington State Sales Tax @ 0.09%:		\$124,455.00	\$159,135.30	\$212,771.00	\$225,960.00
	TOTAL CONSTRUCTION COST (BASE BID):		\$124,455.00	\$159,135.30	\$212,771.00	\$225,960.00

CITY OF SAMMAMISH, KING
COUNTY, WASHINGTON
SAMMAMISH SCHOOL SIDEWALK IMP. PROJ.
GRAY & OSBORNE #00537

DATE: 09/00
DRAWN: SDM
CHECKED: TS
APPROVED: TS
Page 2 of 4

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA, WASHINGTON

ALTERNATE BID SCHEDULE	ENGINEER'S ESTIMATE	WESTWATER CONST.	DENNIS R. CRAIG	R.W. SCOTT CONST.	TYDICO, INC.
1 Mobilization, Cleanup and Demobilization	1 LS \$27,000.00	\$27,000.00	\$34,000.00	\$34,000.00	\$34,000.00
2 Removal of Structure and Obstruction	1 LS \$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3 Locate Existing Utilities	1 LS \$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4 Cleaning and Grubbing	1 LS \$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5 Excavation, Backfill, Compaction and Grading	675 CY \$12.00	\$8,100.00	\$50.00	\$33,750.00	\$33,750.00
6 Unsuitable Foundation Excavation Including Haul	35 CY \$20.00	\$700.00	\$25.00	\$875.00	\$875.00
7 Catch Basin with Thru Inlet	3 EA \$1,000.00	\$3,000.00	\$700.00	\$2,100.00	\$2,100.00
8 Catch Basin Type 1	14 EA \$800.00	\$11,200.00	\$800.00	\$11,200.00	\$11,200.00
9 Adjust Catch Basin	20 EA \$250.00	\$5,000.00	\$100.00	\$2,000.00	\$2,000.00
10 Connect Existing Drain Pipe	16 EA \$250.00	\$4,000.00	\$300.00	\$4,800.00	\$4,800.00
11 PVC Storm Sewer Pipe 6-Inch Diameter	20 LF \$20.00	\$400.00	\$30.00	\$600.00	\$600.00
12 PVC Storm Sewer Pipe 12-Inch Diameter	630 LF \$23.00	\$15,750.00	\$40.00	\$25,200.00	\$25,200.00
13 DI Storm Sewer Pipe 8-Inch Diameter	25 LF \$28.00	\$700.00	\$45.00	\$1,125.00	\$1,125.00
14 DI Storm Sewer Pipe 12-Inch Diameter	35 LF \$30.00	\$1,050.00	\$60.00	\$2,100.00	\$2,100.00
15 Excavate Unsuitable Material, Trench Section	10 CY \$20.00	\$200.00	\$25.00	\$250.00	\$250.00
16 Bank Run Gravel for Trench Section	80 CY \$13.00	\$1,040.00	\$20.00	\$1,600.00	\$1,600.00
17 Foundation Material, Class A	10 CY \$16.00	\$160.00	\$30.00	\$300.00	\$300.00
18 Trench Excavation Safety Systems	1 LS \$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00
19 Sawcutting	2,835 LF \$2.00	\$5,670.00	\$1.00	\$2,835.00	\$2,835.00
20 Gravel Base	730 TN \$12.00	\$8,760.00	\$10.00	\$7,300.00	\$7,300.00
21 Crushed Surfacing Top Course	130 TN \$20.00	\$2,600.00	\$12.00	\$1,560.00	\$1,560.00
22 Crushed Surfacing Base Course	360 TN \$20.00	\$7,200.00	\$12.00	\$4,320.00	\$4,320.00
23 Asphalt Concrete Pavement Class B	81 TN \$90.00	\$7,290.00	\$125.00	\$10,000.00	\$10,000.00
24 Cold Mix Asphalt Concrete	21 TN \$100.00	\$2,100.00	\$40.00	\$800.00	\$800.00
25 Topsoil Typ. A	13 CY \$30.00	\$3,900.00	\$30.00	\$3,900.00	\$3,900.00
26 Seeding, Fertilizing, and Mulching	82 SY \$4.00	\$3,280.00	\$1.00	\$820.00	\$820.00
27 Bark or Wood Chip Mulch	6 CY \$30.00	\$1,800.00	\$30.00	\$1,800.00	\$1,800.00
28 Sod	50 SY \$6.00	\$3,000.00	\$8.00	\$4,000.00	\$4,000.00
29 Temporary Erosion Control	1 LS \$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00
30 Cement Concrete Curb and Gutter	2,805 LF \$10.00	\$28,050.00	\$18.00	\$50,490.00	\$50,490.00
31 Cement Concrete Sidewalk	1,380 SY \$19.00	\$26,220.00	\$28.00	\$38,640.00	\$38,640.00
32 Asphalt Concrete Driveway Repair	20 TN \$100.00	\$2,000.00	\$125.00	\$2,500.00	\$2,500.00
33 Cement Concrete Driveway Repair	75 SY \$30.00	\$2,250.00	\$40.00	\$3,000.00	\$3,000.00
34 Cement Concrete Driveway Approach	350 SY \$25.00	\$8,750.00	\$40.00	\$14,000.00	\$14,000.00
35 Permanent Signage	1 LS \$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,200.00
36 Traffic Control	1 LS \$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00

CITY OF SAMMAMISH, KING
COUNTY, WASHINGTON
SAMMAMISH SCHOOL SIDEWALK IMP. PROJ.
GRAY & OSBORNE #000537

DATE: 09/00
DRAWN: SDM
CHECKED: TS
APPROVED: TS

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA, WASHINGTON

	ENGINEER'S ESTIMATE	WESTWATER CONST.	DENNIS R. CRAIG ***Unresponsive Bid***	R.W. SCOTT CONST.	TYDICO, INC.		
37	White Edge Paint Stripe 1,200 LF	\$0.50	\$600.00	\$0.50	\$480.00	\$0.25	\$300.00
38	Rock Wall 1,670 SF	\$15.00	\$25,050.00	\$12.00	\$20,040.00	\$11.75	\$19,622.50
39	Backfill for Rock Wall 180 TN	\$25.00	\$4,500.00	\$18.00	\$3,240.00	\$29.25	\$5,265.00
40	Quarry Spalls 10 TN	\$30.00	\$300.00	\$20.00	\$200.00	\$50.00	\$500.00
41	Chain Link Fence Type 6 (4' High) 300 LF	\$15.00	\$4,500.00	\$12.00	\$3,600.00	\$17.50	\$5,250.00
42	Minor Changes 1 LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
43	Street Trees 50 EA	\$200.00	\$10,000.00	\$225.00	\$11,250.00	\$235.00	\$11,750.00
	Subtotal		\$284,930.00		\$356,495.00	***Unresponsive Bid***	\$321,442.00
	Washington State Sales Tax @ 0.0%		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST ALTERNATE BID SCHEDULE		\$284,930.00		\$356,495.00		\$321,442.00

Sealed bids were opened at the City Hall, City of Sammamish, on Thursday, September 14, 2000, at 2:00 p.m. (local time)

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcription of the unit prices and total amounts bid

Tamara A. Nacci
TAMARA A. NACCI, PE

Denotes Mathematical Bid Error

CITY OF SAMMAMISH, KING
COUNTY, WASHINGTON
SAMMAMISH SCHOOL SIDEWALK IMP. PROJ.
GRAY & OSBORNE #00537

DATE: 09/00
DRAWN: SDM
CHECKED: TS
APPROVED: TS

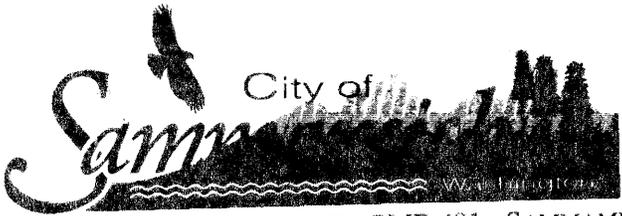
GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA WASHINGTON

BIDDER	PROPOSAL SIGNED (p.7&11)	BID BOND	NON-COLLUSION AFFIDAVIT	SCHEDULE A	SCHEDULE B	REMARKS
Westwater	✓	✓	✓	156,260. ⁰⁰	356,495. ⁰⁰	
Dennis R. Craig Bmt	✓	✓	✓	159,135. ³⁰	325,054. ⁰⁰	
Tydlco, Inc	✓	✓	✓	225,960. ⁰⁰	455,090. ⁰⁰	
R.W. Smith Bmt. Co	✓	✓	✓	212,771. ⁰⁰	321,442. ⁰⁰	

"The apparent low bidder is (Westwater low bidder's name) for \$ 156,260.⁰⁰. The engineer's estimate is \$ 124,455."

(B: \$160,475)





704 - 228th AVENUE NE • PMB 491 • SAMMAMISH, WASHINGTON 98053 • PHONE 425-898-0660 • FAX 425-898-0669

READ INTO RECORD
Regular Meeting
Sept. 20, 2000
By Mayor Barry

September 15, 2000

[REDACTED]
Metropolitan King County Council
516 Third Avenue, Room 1200
Seattle, WA 98104

Dear Councilmember Vance:

Thank you for providing an opportunity for the City of Sammamish to provide comments concerning the ordinance currently before the Metropolitan King County Council relating to interim use of the East Lake Sammamish Trail. It is the sincere desire of our Council that the City of Sammamish and the Metropolitan King County Council work cooperatively in developing the proposed East Lake Sammamish Trail.

Let me begin by saying the City of Sammamish is in full support of providing a trail along the east side of the lake. The City, however, is concerned that interim use, as envisioned by the ordinance now before the King County Council, does not adequately account for consideration relating to life safety along the trail, sufficient access points for trail users, impacts on salmon and wetlands or the aesthetic realities of placing miles of chain link fence between the trail and the lake along with other issues. For these reasons, the City of Sammamish must state its opposition to the ordinance in its current form. As partners, the City of Sammamish stands ready to work with the members of the Metropolitan King County Council to find workable adjustments to the current plan.

The City of Sammamish is aware alternative plans have been circulated that provide more access points for trail users, better trail and road design to improve life safety at crossings, less intrusion upon sensitive salmon streams and a more pleasing aesthetic experience. The City stands ready to support such a plan and is ready to do so with a publicly supported local improvement district. Such an alternative would make the dream of a trail become a reality and do so without the costs and delay that will undoubtedly accompany the current plan for interim use if approved. We want a trail. We want it sooner rather than later. The City of Sammamish believes that together we must do it

right the first time. We understand and know that you would concur that expediency for political purpose is not worth placing the lives of our children and citizens at risk.

Sincerely,

Jack Barry
Mayor

Enc: Draft Memorandum of Understanding – Eastlake Sammamish Trail

September 22, 2000

*Received at Meeting
from Council member
Gerend. 9/20/00
Committee Reports*

TO: Washington State Transportation Commission and Eastside State Legislators
RE: **I-90/WSDOT Corridor Study (Exit 9/Bellevue Way to Exit 32/North Bend)**
Dear Legislator/Commissioner:

The Eastside Transportation Partnership is writing you to request your help and support for a very important study of the I-90 Corridor between Exit 9/Bellevue Way and Exit 32/North Bend. The ability for the existing system along the I-90 corridor to carry the increasing demand at acceptable levels of service is declining. Already, at various locations along the corridor from Exit 9 /Bellevue Way to Exit 32/North Bend, there are areas of significant safety, congestion, and access problems. These conditions affect freight mobility as well as the travelling public. Public distress of the level of congestion and safety along I-90 is one of the most-voiced concerns in our communities. It is expected that the existing problem areas and areas that currently aren't having problems only will worsen within the foreseeable future if improvements to the corridor aren't made.

The local jurisdictions have enjoyed a high degree of cooperation in the past regarding coordination of important transportation projects with the Washington State Department of Transportation (WSDOT). However, with the increasing concerns about the growing congestion problems along the corridor, we feel the importance to request your support in working with WSDOT to program an I-90 Corridor Study from Exit 9/Bellevue Way to Exit 32/North Bend in the upcoming budget. This study is crucial to allow for adequate planning through 2025.

Without the Corridor study being completed, the Federal Highways Administration (FHWA) will not allow any modifications to the interchanges or mainlines that are important to freight mobility and common use. We envision the need for modifications to interchanges along the corridor and along the mainline freeway to improve freight mobility, operational efficiencies, and safety. We cannot wait until our transportation needs are overwhelming in magnitude.

Please help us by ensuring that WSDOT's budget request of \$1.0 Million for a Planning Study of the I-90 Corridor is funded in the next biennium. This will enable WSDOT to properly plan for the future of freight mobility and general transportation along the I-90 Corridor. On behalf of the members of the Eastside Transportation Partnership, thank you for your support.

Sincerely,

Rob McKenna
Chair

Joan McBride
Vice Chair

cc: The Honorable Ron Sims, King County Executive
The Honorable Chuck Mosher, Mayor of Bellevue
The Honorable Joan M. Simpson
Mr. Sid Morrison, Secretary Washington State Department of Transportation
The Honorable Ava Frisinger, Mayor of Issaquah
Bob Brock, Director of Public Works Engineering

CITY COUNCIL ROLL CALL

DATE: Sept. 20, 2000

<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
Mayor Jack Barry	<u>✓</u>	<u> </u>	<u> </u>
Deputy Mayor Troy Romero	<u> </u>	<u> </u>	<u> </u>
Phil Dyer	<u>✓</u>	<u> </u>	<u> </u>
Don Gerend	<u>✓</u>	<u> </u>	<u> </u>
Ron Haworth	<u>✓</u>	<u> </u>	<u> </u>
Kathleen Huckabay	<u>✓</u>	<u> </u>	<u> </u>
Kenneth Kilroy	<u>✓</u>	<u> </u>	<u> </u>

*Received at Meeting
 9/20/00 during
 Public Comment
 M. Anderson*

SCHEDULE

The schedule shows all known action dates. SEPA is included as well. The SEPA dates have been accelerated to allow adoption of updated Water General Facility Charges at as early a time as possible. A Public Hearing is usually recommended prior to adoption of new charges, and is tentatively scheduled for November 6, 2000 in conjunction with the Open House.

September 22, 2000		Complete Plan delivered to Board of Commissioners
September 28, 2000	12-5	Board Workshop to review entire Plan and accept Board questions and comments. These modifications will be incorporated into the Plan.
October 2, 2000	3 PM	Board meeting Board reviews Draft SEPA Checklist and provides comments.
October 3, 2000		SEPA Determination signed by Responsible Official. SEPA and Determination distributed to Reviewing Agencies SEPA Determination sent to Eastside Journal for publishing [Publication dates of 10/5 and 10/12 likely.]
October 2 - November 8		SPWSD & City of Issaquah to identify potential funding sources and division of funding for the oversizing.
October 9, 2000	3 PM	Board meeting
October 12, 2000	9 - 4	Issaquah Water Summit.
October 16, 2000	3 PM	Board meeting – no planned action on Comprehensive Plan
October 18, 2000		Last day for SEPA Comments to be received.
October 20, 2000		Board packet delivered including SEPA Comments Published Version of Water Comprehensive Plan. Water GFC Report
October 23, 2000	3 6 PM	Special Board meeting SEPA Comments discussed by the Board. If no change to SEPA determination complete Notice of Action Resolution to Adopt Plan (subject to Agency Approvals). Board approves distribution of Water Comprehensive Plan. Motion setting Public Hearing Date for Water GFC
November 1, 2000		DOH fine of \$5000/day if Plan has not been adopted.
November 6, 2000	3 PM 5 PM 7 PM	Board Meeting Water GFC Public Hearing. Public Open House on Completed Water Comprehensive Plan
November 8, 2000		Bids for Regional Pipeline opened.
November 13, 2000	3 PM	Resolution adopting new Water GFC
November 8 – December 1		Utility decision made on requesting installation of 30" pipe. Utility Agreement to fund oversizing completed.
January 12, 2001		Last day for Comments on Plan to be received
January 15, 2001	3 PM	Board review Water Comprehensive Plan Comments
January 15 – February 12, 2001		Incorporate Plan modifications based on comments.

Agency Formal Approval Schedule

February 13, 2001	Send to King County for Approval by County Council by Ordinance Send to City of Sammamish for Approval by City Council by Ordinance Send to City of Issaquah for Approval by City Council by Ordinance
May 15, 2001	Receive final Ordinances from County and Cities.
June 18, 2001	Board adopts Resolution of "Final" Water Comprehensive Plan
June 19, 2001	Send to Department of Health for Final Approval by letter.
September 2001	Expected receipt of Department of Health approval letter
2001 - 2003	Payment by Utility(ies) for Issaquah Pipeline oversizing as construction proceeds.

