

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
October 18, 2000**

Wednesday, October 18, 2000, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<u>CALL TO ORDER</u>	7:30 pm
<u>ROLL CALL/PLEDGE</u>	
<u>INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS</u>	
1. Approval of Agenda	
2. Mayor/Council/Committee Reports	7:30 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)	7:40 pm
4. Consent Calendar	7:45 pm
a) Claims for period ending October 18, 2000 in the amount of \$958,142.25	
b) Payroll and benefits for period September 16 –30 in the amount of \$85176.84	
c) Contract: Growth Management Grant (GMA)/Washington State Office of Community Development (OCD)	
5. Unfinished Business None	
6. New Business	
a) Hardship Exception/James Guse	7:50 pm
b) Ordinance: First Reading 2000 Budget Amendment	8:05 pm
c) Resolution: Approving the inclusion of the City of Sammamish in Eastside Fire & Rescue, a joint operation of the Cities of Issaquah and North Bend and King County Fire Protection District Nos. 10 and 38; and authorizing the City Manager to sign an interlocal agreement amendment to accomplish this inclusion.	8:30 pm

- d) **Agreement: King County Fire Protection District No. 10 and City of Sammamish Asset Payment** 8:45 pm
 - e) **Agreement: Fires Services Settlement Eastside Fire and Rescue, City of Sammamish, City of Redmond and King County District No. 34** 9:00 pm
 - f) **Contract: Construction Management Contract with Gray & Osborne for School Sidewalk Projects** 9:15 pm
7. **ADJOURN** 9:30 pm

CITY COUNCIL ROLL CALL

DATE: October 15, 2000

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

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.*

OCTOBER 25, 2000	ITEM	COMMITTEE DATE	LIAISON	TIME
Study Session				

NOVEMBER 1, 2000	ITEM	COMMITTEE DATE	LIAISON	TIME
Regular Meeting				
Public Hearing	First Reading of 2001-2002 City Budget Ordinance			
Ordinance	Modification to Tree Cutting Ordinance		Community Development	:30
Ordinance	Second Reading: 2000 Budget Amendment		Finance	
	Hardship Exception/Lein		Community Development	

NOVEMBER 8, 2000 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

			Administration	1:00

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	

NOVEMBER 29, 2000 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

Discussion	Budget Presentation		Finance	1:00
Discussion	Community Center Task Force		Parks	

DECEMBER 6, 2000 **ITEM**
Regular Meeting

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

	COMMITTEE DATE	LIAISON	TIME
Ordinance	2001-2002 City Budget	Finance	

DECEMBER 13, 2000 **ITEM**
Study Session

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

	COMMITTEE DATE	LIAISON	TIME
	City Hall Discussion	Administration	1:00

DECEMBER 20, 2000 **ITEM**
Regular Meeting

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

	COMMITTEE DATE	LIAISON	TIME

10/13/00

DECEMBER 27, 2000 ITEM

COMMITTEE DATE

LIAISON

TIME

Study Session

	Cancelled			

ITEMS TO BE SCHEDULED - COUNCIL REQUESTED

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
	Restrictions on Parking Cars at Intersections		Haworth	

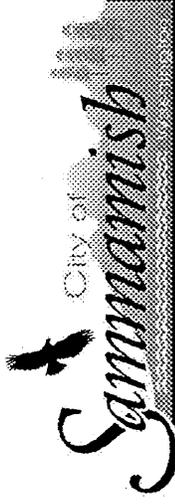
ITEMS TO BE SCHEDULED - STAFF

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
Ordinance	Developer Deposit Fee		Public Works	
Interlocal	Shared Use Agreement-Issaquah School District		Parks	
Public Hearing	Building Moratorium Extension		Community Development	
	Storm Water Comprehensive Plan	9/20	Public Works	
Public Hearing	City Hall (Schedule for first regular meeting in January)			

DECEMBER 2000

City Meeting Schedule

Updated: 10/13/00



SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
	4 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	5 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	6 5:30 pm Finance Comm. 7:30 pm Council Meeting (at City Hall)	7 7:00 pm PAB (at City Hall)	8	9
10	11 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	12 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	13 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222) 6:30 pm Council Study Session (at City Hall)	14	15	16
17	18 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	19 10am-4pm Chestnut Lane Appeal (at Fire Dist. 222)	20 5:00 pm Public Works Com- mittee 6:00 pm Com. Dev. Comm. 7:30 pm Council Meeting (at City Hall)	21	22	23
24	25 CHRISTMAS DAY CITY HALL CLOSED	26	27 6:30:00 pm Council Study Session (at City Hall)	28	29	30
31						

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
9:00am-4:00pm
Crossings at Pine
Lake
(at Fire Dist. 222)

3
10am-4pm
Chestnut Lane
Appeal
(at Fire Dist. 222)

4
10am-4pm
Chestnut Lane Ap-
peal
(at Fire Dist. 222)
5:30 pm
Com. Dev. Comm.
7:30 pm
Council Meeting

5
10am-4pm
Chestnut Lane Ap-
peal
(at Fire Dist. 222)
7:00 pm
PAB
(at City Hall)

6

7
10am-4pm
Chestnut Lane Ap-
peal
(at Fire Dist. 222)

8

9
10am-4pm
Chestnut Lane Ap-
peal
(at Fire Dist. 222)

10
10am-4pm
Chestnut Lane Ap-
peal
(at Fire Dist. 222)

11
6:30 pm
Council Study
Session
(at City Hall)

12
7-9 pm
Park Planning Work-
shop #3
(at City Hall)

13

14

15

16
6:30 pm
Park & Rec
Commission
(at City Hall)

17
7:00 PM
Community Center
Workshop
(at City Hall)

18
5:00 pm
Public Works Comm
6:00 pm
Finance Comm
7:30 pm
Council Meeting
(at City Hall)

19

20

21

22

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



All hearings are at City Hall
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(City Clerk's Office)

Fx: 425-898-0669

Off Site Location:

East Side Fire Dist. #222
1851 228th 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



SUN	MON	TUE	WED	THU	FRI	SAT
			1 5:30 pm Finance Comm. 7:30 pm Council Meeting (at City Hall)	2 7:00 pm Planning Advisory Board City Hall	3	4
5	6	7 ELECTION DAY	8 6:30 pm Council Study Session (at City Hall)	9	10	11
12	13	14	15 5:00 pm Public Works Comm 6:00 pm Com Dev. Comm 7:30 pm Council Meeting (at City Hall)	16	17	18
19	20 6:30 pm Park & Rec Commission (at City Hall)	21	22	23	24	25
26	27	28	29 6:30 pm Council Study Session (at City Hall)	30 7:00 pm Planning Advisory Board City Hall		

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

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Sammamish, Washington

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Sammamish, WA 98074

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

Meeting dates are
Subject to change.

CHECK NO	CHECK DATE	VENDOR NO	VENDOR NAME	PAYMENT AMOUNT
2679	10/18/2000	WALDRO	Waldron Resources	3,150.00
2680	10/18/2000	VOICE	Voice Stream Wireless	1,181.38
2681	10/18/2000	VERIZON	Verizon Wireless	141.22
2682	10/18/2000	VERIZNW	Verizon Northwest	1,870.79
2683	10/18/2000	VECA	Veca Electric	6,032.48
2684	10/18/2000	UPS	United Parcel Service	29.29
2685	10/18/2000	UNIFIRST	UniFirst Corp	53.76
2686	10/18/2000	SHELL	Shell Oil Company	636.29
2687	10/18/2000	RODRIG	Mark Rodriguez	36.33
2688	10/18/2000	RICHD	Dennis Richards	119.45
2689	10/18/2000	REEVE	Carter Reeve	194.68
2690	10/18/2000	REDLAWN	Redmond Lawn & Equipment	1,484.84
2691	10/18/2000	PUGH	KATHY PUGH	1,820.00
2692	10/18/2000	PSE	Puget Sound Energy	224.81
2693	10/18/2000	POI	Professional Office Interiors	848.38
2694	10/18/2000	PERC	Prof Environmental Rec Cons	1,700.00
2695	10/18/2000	PAPERX	Paper Express	154.72
2696	10/18/2000	OFFDEP	Office Depot	104.22
2697	10/18/2000	MAILPO	Mail Post	2,955.59
2698	10/18/2000	LANDER	Landerman-Moore Assc.	4,339.04
2699	10/18/2000	KINKO	Kinko's	136.84
2700	10/18/2000	KINGSH	King County Sheriff's Office	613,245.25
2701	10/18/2000	KINGJO	King County Journal Newspapers	986.16
2702	10/18/2000	KINGFI	King County Finance A/R	220,163.00
2703	10/18/2000	INCA	Inca	10,917.58
2704	10/18/2000	HARO	Lee Haro	48.63
2705	10/18/2000	HAMPTON	Tressia Hampton	75.00
2706	10/18/2000	GRAYOS	Gray & Osborne, Inc.	15,341.76
2707	10/18/2000	GILMOR	Ray Gilmore	132.34
2708	10/18/2000	DUFFORD	PHILIP DUFFORD	4,518.00
2709	10/18/2000	DAVILA	Gail Davila	152.52
2710	10/18/2000	CWA	CWA Consultants	14,629.59
2711	10/18/2000	CRAN	GORDON CRANDALL	1,476.85
2712	10/18/2000	CH2MHI	CH2MHill	14,380.90
2713	10/18/2000	BOTKIN	Botkin Communications	6,285.91
2714	10/18/2000	BOGDAN	Bogdan's Janitorial	712.00
2715	10/18/2000	BMC	BMC Lumber	88.30
2716	10/18/2000	BERRY	Berryman & Henigar	1,750.77
2717	10/18/2000	ATT01	AT&T Wireless Services	12.99
2718	10/18/2000	ARROW	Arrow Graphics	162.90
2719	10/18/2000	ANDER	Don & Penny Anderson	78.80
2720	10/18/2000	ALANPOPE	Alan L. Pope & Associates, Inc	3,500.00
2721	10/18/2000	ACE	Ace Hardware	45.66

CHECK TOTAL: \$935,919.02 (1)

935,919.02
 13,256.49
 1,800.00
 1,500.00
 381.74
 120.00
 5,000.00
 165.00

 958,142.25

Check: 2679	10/18/2000		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		3,150.00	9593

	Total for Check Number 2679:	3,150.00	
Check: 2680	10/18/2000		
Vendor: VOICE	Voice Stream Wireless	<u>Amount</u>	<u>Invoice No</u>
		956.18	
		45.04	
		45.04	
		135.12	

	Total for Check Number 2680:	1,181.38	
Check: 2681	10/18/2000		
Vendor: VERIZON	Verizon Wireless	<u>Amount</u>	<u>Invoice No</u>
		27.12	
		21.48	
		92.62	

	Total for Check Number 2681:	141.22	
Check: 2682	10/18/2000		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		1,683.56	
		187.23	

	Total for Check Number 2682:	1,870.79	
Check: 2683	10/18/2000		
Vendor: VECA	Veca Electric	<u>Amount</u>	<u>Invoice No</u>
		3,924.79	2916
		2,107.69	2946

	Total for Check Number 2683:	6,032.48	
Check: 2684	10/18/2000		
Vendor: UPS	United Parcel Service	<u>Amount</u>	<u>Invoice No</u>
		14.66	14AV93-400
		14.63	14AV93-390

	Total for Check Number 2684:	29.29	
Check: 2685	10/18/2000		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		26.88	3300056092
		26.88	3300056964

	Total for Check Number 2685:	53.76	

Check: 2686	10/18/2000		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		92.10	650507908-010
		217.40	650507908-010
		326.79	650507908-010

	Total for Check Number 2686:	636.29	
Check: 2687	10/18/2000		
Vendor: RODRIG	Mark Rodriguez	<u>Amount</u>	<u>Invoice No</u>
		36.33	

	Total for Check Number 2687:	36.33	
Check: 2688	10/18/2000		
Vendor: RICHD	Dennis Richards	<u>Amount</u>	<u>Invoice No</u>
		10.25	
		109.20	

	Total for Check Number 2688:	119.45	
Check: 2689	10/18/2000		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		194.68	

	Total for Check Number 2689:	194.68	
Check: 2690	10/18/2000		
Vendor: REDLAWN	Redmond Lawn & Equipment	<u>Amount</u>	<u>Invoice No</u>
		521.23	74619
		30.89	307637
		64.02	307638
		868.70	74718

	Total for Check Number 2690:	1,484.84	
Check: 2691	10/18/2000		
Vendor: PUGH	KATHY PUGH	<u>Amount</u>	<u>Invoice No</u>
		1,820.00	

	Total for Check Number 2691:	1,820.00	
Check: 2692	10/18/2000		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		224.81	

	Total for Check Number 2692:	224.81	
Check: 2693	10/18/2000		
Vendor: POI	Professional Office Interiors	<u>Amount</u>	<u>Invoice No</u>
		848.38	

	Total for Check Number 2693:	848.38	
Check: 2694	10/18/2000		
Vendor: PERC	Prof Environmental Rec Cons	<u>Amount</u>	<u>Invoice No</u>
		1,700.00	092/00; 112/00

	Total for Check Number 2694:	1,700.00	
Check: 2695	10/18/2000		
Vendor: PAPERX	Paper Express	<u>Amount</u>	<u>Invoice No</u>
		154.72	0072384-IN

	Total for Check Number 2695:	154.72	
Check: 2696	10/18/2000		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		104.22	975116567000

	Total for Check Number 2696:	104.22	
Check: 2697	10/18/2000		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		875.38	
		175.14	
		5.00	
		169.10	
		22.80	
		44.42	
		4.33	
		39.10	
		10.53	
		74.39	
		74.39	
		48.87	
		1,197.16	
		98.72	
		61.36	
		54.90	

	Total for Check Number 2697:	2,955.59	
Check: 2698	10/18/2000		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		4,339.04	1449

	Total for Check Number 2698:	4,339.04	
Check: 2699	10/18/2000		
Vendor: KINKO	Kinko's	<u>Amount</u>	<u>Invoice No</u>
		136.84	517600040404

	Total for Check Number 2699:	136.84	
Check: 2700	10/18/2000		
Vendor: KINGSH	King County Sheriff's Office	<u>Amount</u>	<u>Invoice No</u>
		613,245.25	00-231

	Total for Check Number 2700:	613,245.25	
Check: 2701	10/18/2000		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		986.16	1052797

		Total for Check Number 2701:	986.16	
Check: 2702	10/18/2000			
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>	
		691.82	0073562	
		25,401.11	0073561	
		12,538.85	0073560	
		89,170.03	0073559	
		92,361.19	0073558	

		Total for Check Number 2702:	220,163.00	
Check: 2703	10/18/2000			
Vendor: INCA	Inca	<u>Amount</u>	<u>Invoice No</u>	
		10,917.58	24838	

		Total for Check Number 2703:	10,917.58	
Check: 2704	10/18/2000			
Vendor: HARO	Lee Haro	<u>Amount</u>	<u>Invoice No</u>	
		48.63		

		Total for Check Number 2704:	48.63	
Check: 2705	10/18/2000			
Vendor: HAMPTON	Tressia Hampton	<u>Amount</u>	<u>Invoice No</u>	
		75.00	2	

		Total for Check Number 2705:	75.00	
Check: 2706	10/18/2000			
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>	
		541.37	00484.00-1	
		287.87	00609.00-1	
		1,992.94	00610.00-1	
		620.52	00616.00-1	
		1,123.18	00623.00-1	
		71.76	00626.00-1	
		10,704.12	00537.00-3	

		Total for Check Number 2706:	15,341.76	
Check: 2707	10/18/2000			
Vendor: GILMOR	Ray Gilmore	<u>Amount</u>	<u>Invoice No</u>	
		132.34		

		Total for Check Number 2707:	132.34	
Check: 2708	10/18/2000			
Vendor: DUFFORD	PHILIP DUFFORD	<u>Amount</u>	<u>Invoice No</u>	
		4,518.00		

		Total for Check Number 2708:	4,518.00	
Check: 2709	10/18/2000			
Vendor: DAVILA	Gail Davila	<u>Amount</u>	<u>Invoice No</u>	
		87.69		

			64.83	

	Total for Check Number 2709:		152.52	
Check: 2710	10/18/2000			
Vendor: CWA	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>	
		600.00	00-263	
		525.00	00-265	
		6,796.58	00-259	
		896.42	00-257	
		5,811.59	00-258	

	Total for Check Number 2710:		14,629.59	
Check: 2711	10/18/2000			
Vendor: CRAN	GORDON CRANDALL	<u>Amount</u>	<u>Invoice No</u>	
		1,476.85		

	Total for Check Number 2711:		1,476.85	
Check: 2712	10/18/2000			
Vendor: CH2MHI	CH2MHill	<u>Amount</u>	<u>Invoice No</u>	
		14,380.90	3238021	

	Total for Check Number 2712:		14,380.90	
Check: 2713	10/18/2000			
Vendor: BOTKIN	Botkin Communications	<u>Amount</u>	<u>Invoice No</u>	
		6,285.91	100200	

	Total for Check Number 2713:		6,285.91	
Check: 2714	10/18/2000			
Vendor: BOGDAN	Bogdan's Janitorial	<u>Amount</u>	<u>Invoice No</u>	
		712.00	93000SAM	

	Total for Check Number 2714:		712.00	
Check: 2715	10/18/2000			
Vendor: BMC	BMC Lumber	<u>Amount</u>	<u>Invoice No</u>	
		88.30	2283682	

	Total for Check Number 2715:		88.30	
Check: 2716	10/18/2000			
Vendor: BERRY	Berryman & Henigar	<u>Amount</u>	<u>Invoice No</u>	
		976.45	18655	
		774.32	18655	

	Total for Check Number 2716:		1,750.77	
Check: 2717	10/18/2000			
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>	
		12.99		

	Total for Check Number 2717:		12.99	

Check: 2718	10/18/2000		
Vendor: ARROW	Arrow Graphics	<u>Amount</u>	<u>Invoice No</u>
		162.90	5383

	Total for Check Number 2718:	162.90	
Check: 2719	10/18/2000		
Vendor: ANDER	Don & Penny Anderson	<u>Amount</u>	<u>Invoice No</u>
		78.80	

	Total for Check Number 2719:	78.80	
Check: 2720	10/18/2000		
Vendor: ALANPOPE	Alan L. Pope & Associates, Inc	<u>Amount</u>	<u>Invoice No</u>
		3,500.00	00-1-540

	Total for Check Number 2720:	3,500.00	
Check: 2721	10/18/2000		
Vendor: ACE	Ace Hardware	<u>Amount</u>	<u>Invoice No</u>
		3.11	8417
		13.08	8420
		19.03	8495
		10.44	8499

	Total for Check Number 2721:	45.66	

	Total for Accounts Payable Check Run:	935,919.02	

Check: 2722	10/18/2000		
Vendor: BARANZ	Richard Baranzini	<u>Amount</u>	<u>Invoice No</u>
		85.00	

	Total for Check Number 2722:	85.00	
Check: 2723	10/18/2000		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		7,025.89	0069502
		4,667.40	0078868
		1,410.53	7000400

	Total for Check Number 2723:	13,103.82	
Check: 2724	10/18/2000		
Vendor: MATHES	Matthew Mathes	<u>Amount</u>	<u>Invoice No</u>
		4.55	
		7.59	

	Total for Check Number 2724:	12.14	
Check: 2725	10/18/2000		
Vendor: SAWYER	David Sawyer	<u>Amount</u>	<u>Invoice No</u>
		50.11	
		5.42	

	Total for Check Number 2725:	55.53	

	Total for Accounts Payable Check Run:	13,256.49	(1)

Check: 2728	10/13/2000		
Vendor: ROLLING	Rolling Thunder Marketing, Inc	<u>Amount</u>	<u>Invoice No</u>
		1,800.00	

	Total for Check Number 2728:	1,800.00	

	Total for Accounts Payable Check Run:	1,800.00	(1)

Check: 2664 09/29/2000
Vendor: USPOST U.S. Postal Service

	<u>Amount</u>	<u>Invoice No</u>
	1,500.00	

Total for Check Number 2664:	1,500.00	

Total for Accounts Payable Check Run:	1,500.00	(1)

		<u>Amount</u>	<u>Invoice No</u>
Check: 2672	10/04/2000		
Vendor: BOFAPC	Bank of America Petty Cash		
		18.45	
		47.21	
		39.00	
		5.00	
		14.30	
		26.24	
		18.45	
		5.00	
		5.00	
		48.86	
		8.00	
		3.99	
		11.00	
		3.58	
		4.98	
		6.85	
		10.85	
		7.59	
		3.47	
		6.07	
		26.05	
		7.59	
		15.96	
		3.41	
		5.00	
		12.00	
		17.84	

Check total:		381.74	

Total for Accounts Payable Check Run:		381.74	①

<u>Invoice No</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Description</u>	<u>Check Number</u>	<u>Date</u>	<u>Acct Number</u>	<u>Reference</u>
Vendor: BOFAPC Bank of America Petty Cash				2672	10/04/2000		
	18.45	10/10/2000	Cellular Phone Case			001-20-524-20-31-00	
	47.21	10/10/2000	Printer Ink & Stapler			001-40-532-10-31-00	
	39.00	10/04/2000	Plat Maps & Record of Survey			001-40-532-10-41-00	
	5.00	10/04/2000	Parking - King County			001-40-532-10-43-00	
	14.30	09/15/2000	Film & Developing			001-40-532-10-31-00	
	26.24	09/15/2000	Plat & As Built Copies			001-40-532-10-31-00	
	18.45	10/10/2000	Cell Phone Cover/Clip			001-20-524-20-31-00	
	5.00	10/10/2000	Plat Maps			001-40-532-10-41-00	
	5.00	10/10/2000	Parking			001-40-532-10-43-00	
	48.86	10/10/2000	SCSI Cable for scanner			001-40-532-10-35-00	
	8.00	10/10/2000	Reimburse Cash Drawer			001-00-111-70-00-00	
	3.99	10/10/2000	Mouse Extension Cord			001-13-514-30-31-00	
	11.00	10/10/2000	KC Municipal Clerks - Lunch			001-13-514-30-43-00	
	3.58	10/10/2000	Name Badges			001-13-514-30-31-00	
	4.98	10/10/2000	Table Cloth			001-13-514-30-31-00	
	6.85	10/10/2000	Lunch/Conference			001-20-558-60-43-00	
	10.85	10/10/2000	Cassette Tapes			001-20-558-60-31-00	
	7.59	10/10/2000	Belt Clip			001-20-524-20-35-00	
	3.47	10/10/2000	Belt Clip			001-20-524-20-31-00	
	6.07	10/10/2000	Cups			001-19-519-90-31-03	
	26.05	10/10/2000	Thomas Guide			001-40-532-10-31-00	
	7.59	10/10/2000	Dictionary			001-40-532-10-31-00	
	15.96	10/10/2000	Cookies for Workshop			001-20-576-10-31-01	
	3.41	10/10/2000	Nut & Bolt & Lock Tite			001-20-524-20-31-00	
	5.00	10/10/2000	Parking @ King County			001-40-532-10-43-00	
	12.00	10/10/2000	Plat Plans			001-40-532-10-41-00	
	17.84	10/10/2000	Cassette Tapes			001-20-558-60-31-00	
Total for BOFAPC	381.74						

Total for Check Run: 381.74

Check: 2673	10/10/2000	<u>Amount</u>	<u>Invoice No</u>
Vendor: TraffCon	Traffic Control Services	120.00	
	Total for Check Number 2673:	----- 120.00	
	Total for Accounts Payable Check Run:	----- 120.00	①

PAYROLL

Check: 2674	10/10/2000		
Vendor: AWC MED	AWC Employee Benefits Trust	<u>Amount</u>	<u>Invoice No</u>
		11,888.47	

	Total for Check Number 2674:	11,888.47	
Check: 2675	10/10/2000		
Vendor: NATION	Nationwide 457	<u>Amount</u>	<u>Invoice No</u>
		100.00	

	Total for Check Number 2675:	100.00	
Check: 2676	10/10/2000		
Vendor: ROBERTS	Ed Roberts	<u>Amount</u>	<u>Invoice No</u>
		165.00	

	Total for Check Number 2676:	<u>165.00</u>	
Check: 2677	10/10/2000		
Vendor: UW	University Of Washington	<u>Amount</u>	<u>Invoice No</u>
		5,000.00	

	Total for Check Number 2677:	<u>5,000.00</u>	
Check: 2678	10/10/2000		
Vendor: WADRS	Wa State Dept of Retirement Sy	<u>Amount</u>	<u>Invoice No</u>
		7,123.38	

	Total for Check Number 2678:	7,123.38	

	Total for Accounts Payable Check Run:	24,276.85	

Reverse Refund

Reverse Refund

5165.00 (1) ~~11~~

Bill No. 4d

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: GMA Grant Contract /Washington State
Office of Community Development (OCD)**

Meeting Date: October 18, 2000

Date Submitted: October 13, 2000

Originating Department: Community Development

Action Required: Approval of the agreement.

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

**Exhibits: Letter from OCD; two originals of the
contract**

Committee:

Budgeted Amount: n/a

Summary Statement:

The attached contract entitles the City to a grant of \$28,023 for GMA planning activities over the next year. The scope of work for this grant is the work program adopted by the Planning Advisory Board. Upon approval, the City will submit an A-19 voucher to OCD for a 75% grant payment.

Recommended Motion:

Staff recommends approval of the grant contract.



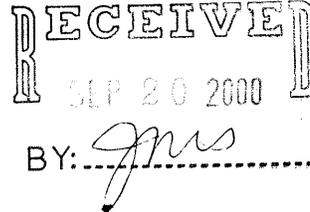
STATE OF WASHINGTON

OFFICE OF COMMUNITY DEVELOPMENT

906 Columbia St. SW • PO Box 48350 • Olympia, Washington 98504-8350 • (360) 725-2800

September 15, 2000

Mr. Ray Gilmore, Director
Department of Community Development
City of Sammamish
705 228th Avenue Northeast
PMB 491
Sammamish, Washington 98074



Dear Mr. Gilmore:

Enclosed are two copies of the contract between the City of Sammamish and the Department of Community, Trade and Economic Development for your FY 2001 Growth Management Act Newly Planning Grant. The scope of work is based on the work program you submitted. If the contract meets your approval, please have both copies signed and return them to me.

Also enclosed is an A-19 voucher so you can receive the first payment on your grant. Please return the signed voucher along with the contracts. Please fill in the Federal I.D. number for the City of Sammamish on both the contracts and voucher so we may process your voucher quickly.

Please note that a report of the expenses that were incurred in the completion of this grant project will need to be included in the close out report. If you have any questions about this or the contract process, please call me at (360) 725-3057 or Ike Nwankwo at (360) 725-3056.

Sincerely,

Matthew Ojennus
Assistant Planner
Growth Management Program

Enclosures

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON STATE
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT**

CONTRACT NUMBER: s01-62900-006

This AGREEMENT, entered into by and between the City of Sammamish (hereinafter referred to as the CITY) and the Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.63A.065 to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state; and

WHEREAS, the DEPARTMENT also has the responsibility to administer programs and projects assigned to the DEPARTMENT by the Governor or the Washington State Legislature; and

WHEREAS, the DEPARTMENT has the statutory responsibility under RCW 36.70A.190 (1) to establish a program of financial assistance and incentives to counties, cities, and towns to encourage and facilitate the adoption and implementation of comprehensive plans and development regulations throughout the state; and

WHEREAS, the DEPARTMENT desires to engage the CITY to perform certain tasks as hereinafter specified.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

The total funds to be disbursed to the CITY, for the agreement period shall not exceed twenty-eight thousand twenty-three dollars (\$28,023.00).

2. AGREEMENT PERIOD

The effective date of this AGREEMENT shall be July 1, 2000. The termination date shall be June 30, 2001.

3. SERVICE PROVISIONS

Funds provided to the CITY under this AGREEMENT shall be used solely for activities undertaken to fulfill the mandates required by the Growth Management Act to implement the CITY'S growth management strategy as described in ATTACHMENT: SCOPE OF WORK, which, by this reference, is made a part of this AGREEMENT.

4. REIMBURSEMENT PROVISIONS

The CITY shall submit an invoice voucher (Form A-19) to the DEPARTMENT upon signing this AGREEMENT for an amount equal to seventy-five percent (75%) of the total amount of funds specified in this AGREEMENT. No later than June 15, 2001, the CITY shall submit an invoice voucher for the remainder of the total grant amount specified in this AGREEMENT. Upon submittal of and accompanying the final voucher to the DEPARTMENT for the remainder of the

amount specified in this AGREEMENT the CITY shall submit to the DEPARTMENT a written report on the status of the activities set forth in ATTACHMENT: SCOPE OF WORK.

5. EVALUATION AND MONITORING

The DEPARTMENT or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all the CITY'S records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this AGREEMENT. Such rights last for six years from the date final payment is made hereunder.

6. EMPLOYMENT PROVISIONS

There shall be no discrimination against any employee who is paid by the funds indicated in the AGREEMENT or against any applicant for such employment because of race, religion, color, sex, age, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

7. AGREEMENT MODIFICATIONS

The DEPARTMENT and the CITY may, from time to time, request changes to this AGREEMENT. Any such changes that are mutually agreed upon by the DEPARTMENT and the CITY shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

8. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the CITY and a third party mutually agreed by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

9. TERMINATION OF AGREEMENT

A. If, through any cause, the CITY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the CITY shall violate any of its covenants, agreements or stipulations of this AGREEMENT, the DEPARTMENT shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the CITY describing such default or violation.

B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by the CITY, and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines.

10. SPECIAL PROVISION

The DEPARTMENT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this AGREEMENT.

11. AMERICANS WITH DISABILITIES ACT

The DEPARTMENT and the CITY agree to comply with all the provisions of the Americans with Disabilities Act, Public Law 101-336, 28 CFR Part 35, and all regulations interpreting of enforcing such act.

12. HOLD HARMLESS

A. It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the DEPARTMENT and the CITY, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

B. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the DEPARTMENT and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

13. GOVERNING LAW AND VENUE

The AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the superior court of Thurston County, Washington.

14. SEVERABILITY

In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, and applications of this AGREEMENT which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this AGREEMENT are declared severable.

15. RECAPTURE PROVISION

A. In the event that the CITY fails to expend state funds in accordance with state law or the provisions of this AGREEMENT, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance.

B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the AGREEMENT. Repayment by the CITY of state funds under this

recapture provision shall occur within thirty (30) days after a final determination by the appropriate CITY official or a judicial authority that such funds must be repaid, whichever is earlier. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs therefor, including reasonable attorneys' fees. If the CITY prevails, the CITY shall be entitled to its costs therefor, including reasonable attorneys' fees.

16. REDUCTION IN FUNDS

The DEPARTMENT may unilaterally terminate all or part of this AGREEMENT, or may reduce its scope of work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this AGREEMENT.

17. ADMINISTRATION

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for CTED is Ike Nwankwo, 906 Columbia Street Southwest, Post Office box 48350, Olympia, Washington 98504-8350. Phone: (360) 725-3056.

The Program Manager for the CITY is Ray Gilmore, ⁷⁰⁴705 228th Avenue Northeast, PMB 491, Sammamish, Washington 98074. Phone: (425) 836-7903.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have executed this AGREEMENT as of the date and year written below:

DEPARTMENT OF COMMUNITY, TRADE
AND ECONOMIC DEVELOPMENT

CITY OF SAMMAMISH

By: _____
Steve Wells, Director
Local Government Division

By: _____
Title: _____

Date: _____

Date: _____

Federal Tax Identification Number

Approved as to Form

Alan Copsey
Assistant Attorney General

November 8, 1999
Date

**ATTACHMENT: SCOPE OF WORK
CITY OF SAMMAMISH
CONTRACT s01-62900-006**

FY 2001 CITY OF SAMMAMISH WORK PROGRAM INFORMATION

Purpose of work program:

To guide the advisory review boards progress in developing the City's comprehensive plan and development regulations, including bench marks and program elements. The City's newly formed Planning Advisory Board will serve as the city oversight committee and will conduct public meetings over the next 36 months.

Item #	Task Description	Date Set Done	
1	Council resolution to form PAB	5/17/00	5/17/00
	Public Forum on Liveable Communities - Dan Burden	6/15/00	6/15/00
2	Form PAB	7/5/00	7/19/00
3	PAB introductory meeting	8/1/00	8/10/00
	Election of Officers (Confirmation of Appointments)	8/1/00	8/24/00
	Consider By-laws/Rules of Conduct for Public Meetings	8/1/00	8/24/00
	Selection of Meeting Place and Meeting Schedules	8/1/00	8/24/00
4	Develop Work Program for Comp Plan	8/1/00	8/24/00
	PAB Work-Study Sessions		
	A General Overview		
	1) Comprehensive Plan Elements	9/7/00	
	2) GMA Legal Requirements	9/7/00	
	3) Public Involvement	9/7/00	
	4) Public Notice Requirements	9/7/00	
	5) Planning for Population and Capacity	9/7/00	
	B Growth Projections for KC and Area		
	1) OFM Allocation	9/28/00	
	2) Data Sources	9/28/00	
	3) Projection methods	9/28/00	
	C Capacity Analysis - Overview		
	1) Transportation	10/5/00	
	2) Sewer	10/5/00	
	3) Water	10/5/00	
	4) Storm Water Mgmt.	10/5/00	
	D Land Use Scenarios		
	Residential		
	a. Density Issues	10/26/00	
	b. Location of Density	10/26/00	
c. Housing under GMA	10/26/00		
E Land Use Scenarios			
Commercial/Business			
a. Retail	11/2/00		
b. Services	11/2/00		
c. Business offices	11/2/00		
d. Employment generators	11/2/00		

F Sensitive Areas
 Wetlands/Steep Slopes/Geological Hazardous Areas/Critical Wildlife Habitat 11/30/00
 The 4th Thursday is on Thanksgiving. Moved to 5th Thursday.

G Discussion on 2001 Work Program 12/7/00

- 5 **Draft Comprehensive Plan Elements (Sub Committees)**
 - Land Use/Sensitive Areas June
 - Transportation June
 - Parks/Rec Plan (Parks and Recreation Commission) Jan
 - Capital Facilities Sept

- 6 **Sub Area Meetings on Draft Plan Elements**
 - 1 Oct
 - 2 Oct
 - 3 Oct
 - 4 Nov
 - 5 Nov
 - 6 Nov

- 7 **Refine Draft Plan Elements** Jan-02
- 8 **SEPA D and F EIS** Feb - Aug
- 9 **PUBLIC HEARINGS** Sept - Oct
- 10 **Recomm to Council** Nov
- 11 **Adoption** Jan-03

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: "Hardship Exception" from the City's
Development Permit Moratorium requested by
Mr. Guse**

Meeting Date: October 18, 2000

Date Submitted: October 13, 2000

Originating Department: Community Development

**Action Required: Motion to either approve or
deny the request.**

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is a re-submittal of a previous request for a potential 10 lot division by Mr. Guse that was denied on September 6, 2000. Other than an a clarification that the project will "optimally" not exceed 9 lots, the current request is unchanged from the previous request. The applicant has however, submitted additional information for the Council's consideration.

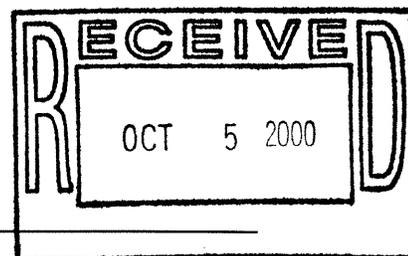
The City's development moratorium as adopted on August 16, 2000 precludes the use of a categorical exemption for a project if the proposal includes the division of land. If an applicant wishes to submit an application for a short plat or subdivision they may only do so as a "hardship exception." The ordinance allows the Council to except a project from the moratorium if an "unusual or unreasonable hardship" is caused by the moratorium. The wording of the moratorium's criteria for a hardship exception is purposely general to provide the Council with the flexibility necessary to deal with each request independently and upon its own merit. Since each request is based on unique circumstances, a decision on one request does not set a precedent for another. Whether an "unusual or unreasonable hardship" has indeed been created by the moratorium is up to the Council.

Recommended Motion: Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the moratorium.

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX



October 5, 2000

Hand Delivered in duplicate to City Clerk

Mr. David Sawyer and City Council Members
City of Sammamish – Planning Dept., Manager and Council Members
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Hardship exemption request - Tax Parcel #124010-0140.

Dear Mr. Sawyer and Council Members,

I understand from the September 6, 2000 City Council meeting that my request for a Hardship exemption from the Building moratorium failed, due to an even vote, (3 in favor and 3 opposed) in the voting of council members. (There were only six (6) of the seven (7) council members present.) However at this meeting I was told that I could again, request that the council consider this hardship exemption. After almost a month and my efforts to contact some of the council members have only been partially successful, I need to resolve my position with the City of Sammamish on this issue.

I hereby request to be included in the October 18, 2000 City Council meeting agenda and am requesting a "Hardship Exemption" be granted to me on the above referenced Property.

I'm providing to the City Clerk two copies of information, including this letter, for all council members to review in their "Council packet".

Copies attached: - Letter from me to Mr. Sawyer dated 8/7/00.
-Letter from me to Mr. Sawyer and Council members dated 8/31/00.
-Some of the Sammamish Plateau Water and Sewer Districts Water Allocation Applications and letters dated 6/22/98, 2/8/99, 6/14/99 & 5/22/00.
-Copy of the City of Sammamish, Washington Ordinance No. 02000-51 that was given to me and explained by Matt Mathes (see letter to Mr. Sawyer dated 8/7/00 attached)

I received the impression at the City Council meeting 9/6/00 that some of the council members didn't think that I had enough of a "Hardship" financially, to vote in favor of this exemption. I left feeling that I didn't justify that there was a "large enough" financial setback to me above and beyond the \$5,250.00 I paid to the Sammamish Plateau Water District. (Please keep in mind that I would not have paid one dollar (\$1.00) if Mr. Mathes, the City's Planning representative, had told me I could not proceed.)

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

So, to those of you whom demand that I need to have spent more than that to approve this exemption, I itemize the following actual expenditures:

\$5,000.00 paid to: NE Sammamish Sewer Dist.
(To annex into their district for sewer service)
\$3,729.00 paid to: Cronos and Associates Surveyors
(To begin survey and Topo. Work on property)
\$ 550.00 paid to: Tri State Engineering
\$1,850.00 paid to: Crane design

(Its more than the money really, it's the principal of what was represented to me.)

In addition to the already spent money listed here, I have committed to sell a parcel of land in Pierce County that I otherwise wouldn't have needed to sell. I have also agreed to sell a half interest in a Residential property on Herron Island. I feel (as a Real Estate Agent of over 20 years), I have sold these properties under value slightly and am leaving approximately \$20,000.00 "on the table". In other words I shorted myself and committed to sell based on the representations made to me by the city of Sammamish. If I break my commitments to sell, the purchasers can sue me. If I go forward and close, I could now be doing it and loosing money for no reason, except to recover monies I have expended on a property that I will surely loose the water rights to, for a multi-lot development. I've been put in a "Lose/Lose" situation if this hardship is not granted.

This matter involves more than just myself however. After receiving the "go ahead" from your planning departments representative Mr. Mathes, I borrowed \$10,000.00 from my parents to begin paying for some of the initial expenses. This is a lot of money for a retired couple with fixed incomes. And this whole situation makes for a very uncomfortable family setting going into the Holiday season and all.

"Time is of the essence", and I need to make some tough decisions right away about what to do next in several areas. Not only does this affect my life, but also other people that are now involved simply because of the City's representation to me.

Three last points that I would like to make:

First, the Approx. 4.86 acres that we're dealing with here are Zoned R-6, allowing up to 6 units per acre. I only have a maximum of ten (10) total water units available and will optimally use the Short-subdivision Maximum of nine (9), probably one or two less than that to best layout the plat. This is not the large or high-density type of developments that the moratorium is trying to get a handle on! (1.85 units/Ac.)

Second, the verbiage of the Ordinance creating this Moratorium as follows:
"Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship." This is certainly an "unusual hardship" if you cannot agree that it is unreasonable hardship. It's still a Hardship!

James A. Guse

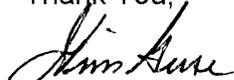
PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

Third, let me stress that I am not in a hurry to develop. This is a process that I am not totally familiar with and I want to go through it very consciously and carefully working with your planning department. I don't care if it takes a year or two to get out of the moratorium, I just don't want to loose the water by just having to let them expire because I am a "victim of timing" as Mr. Sawyer called me.

I thank each of you for your efforts to understand my position in this matter.

Thank You,


James Guse

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

August 7, 2000

Sent certified

Mr. David Sawyer
City of Sammamish – Planning Dept., Manager
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Prior phone conversation about subdividing Tax Parcel #124010-0140 .

Dear Mr. Sawyer,

After our phone conversation last week you asked me to send you a letter requesting "interpretation" as you put it, on the develop ability of my above described parcel. During and after our phone call I'm still asking myself "WHY?". Why should I have to write at all? I felt and still feel that I did exactly what I should have done prior to spending any monies for the water rights by checking in at the City and speaking to its representative. You however, have left me feeling that the development of my property "may" not be allowed due to a "gray area" as you call it.

Here's a summary just to recap some of my conversation with you and fill in some of the gaps. I had indicated to you that I had gone in and visited with your planner Matt Mathes at your offices after receiving notification that the water district had allocated to me up to ten (10) units of water. I wanted to see if there were any concerns on subdividing my approximate 4.86 acres before actually going in to pay for the water rights at the district. Matt indicated to me that I could proceed within the terms of the "Moratorium Ordinance" based on the "Section 3, h." exemption because I had water and I had applied for water through the allocation process prior to August 25, 1999. The only concern he pointed out was that I would have to wait for the lapsing (after six months) of my water Certificate's and then renew them with the water district but that the City would then accept a subdivision application three months into the renewal (Approx. nine months from issuance of water Cert.'s) so as to avoid my losing the fees for water and the City of Sammamish could avoid litigation against them by other party's like myself. He further indicated to me that it was the city's position to buy some time with this process and that by then the moratorium might be lifted anyway. I asked for a copy of the printed Ordinance and that he point it, (Section 3,h.) out to me. He provided me a copy of the signed ORDINANCE NO. 02000-51, and we reviewed it clearly going over the Three (3) requirements again discussing how the renewal of the moratorium was likely this time (in August) and possibly for one more six month extension but after that, (a little over a year) the moratorium would probably be lifted. He indicated that I would possibly be gaining only a few months because of the way I would be deferred for about nine months by the City using the "Section 3,h.". I indicated to him that I was not in a rush but that I did want to secure the water rights provided I could proceed at sometime in the future before they expired. He said I could.

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

I also checked at the Water district before going to your offices and confirmed that the water Certificates can only be extended one time. When they are approved by their board and issued they are good for only six (6) months from that date with the allowance of only one extension. After further checking I've been told that I will lose the monies I've paid to them and the water rights I've been awarded if I cannot proceed with a development application within the year after their initial issuance. This will greatly effect the value of my property if I loose the rights to the water and the develop ability! (Not to mention the money paid to the water district.)

So, after some discussion with you on the definitions and interpretations surrounding this moratorium and what proposed changes may or may not effect me, you admitted that "interpretive changes were made" at a closed meeting called a "workshop" that provides no public involvement, no notice to the effected property owners with apparently no record keeping of the meeting or what was covered or even who was there. The only solid answer I got from you was that I was "a victim of timing" simply because I didn't get an application in before the 19th of July 2000. (I did not submit one because I relied on Matt's instructions "not to submit an application until at least after the initial expiration of the water certificates").

Being this "victim of timing" as you call it does not sit well with me as I think you can gather. However, I'm doing as you requested of me by writing to get a "definitive interpretation" as to where I stand.

Mr. Sawyer, you indicated to me that you felt now, (after the "workshop" meeting) the only way I could proceed is as a "Hardship". Well, I can say this for sure. My situation with regards to the develop ability of the property referred to in this letter is a hardship now, if for no other reasons because of the representation made to me by the City of Sammamish, (Matt) that I relied upon and then paid for water Cert.'s. Based on that representation.

I would like to be formally notified of the upcoming City Council meeting in August (where, when & agenda of meeting) as soon as possible so that I can make arrangements for my attorney and I to be present and heard regarding my unique situation.

If there is something else that I should do or know now or in the near future that would have any effect on me, this property or its develop ability, please contact me immediatly on my direct cellular # (206) 650-0731 or write to me at the above address. I can be faxed at (253) 859-1383.

Thank You,

James Guse

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

August 31, 2000

Hand Delivered (due to short deadline)

Mr. David Sawyer and City Council Members
City of Sammamish – Planning Dept., Manager and Council Members
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Subdividing Tax Parcel #124010-0140.

Dear Mr. Sawyer and Council Members,

After receiving (finally) your letter by FAX on August 28th regarding the upcoming Council meeting and our brief phone conversation yesterday, I'm providing to the City Clerk copies of some information for their review in the "Council packet".

I hereby request to be included in the September 6th, 2000 City Council meeting agenda and am requesting a "Hardship Exemption" be granted to me on the above referenced Property.

Copies attached: Letter from me to Mr. Sawyer dated 8/7/00.

Some of the Sammamish Plateau Water and Sewer Districts Water Allocation Applications and letters dated 6/22/98, 2/8/99, 6/14/99 & 5/22/00.

Copy of the City of Sammamish, Washington Ordinance No. 02000-51 that was given to me and explained by Matt Mathes (see letter to Mr. Sawyer dated 8/7/00 attached)

Let me just say to you Mr. Sawyer, and to the Honorable Council Members that I have began processes with Engineers, Designers, Surveyors and various Utility Companies & Districts. I have also begun selling other property I have as well as making other financial preparations with lenders & partners to commence the planning & ground work for subdividing my 4.85 Acres, Zoned R-6 into 7 to 10 single family lots. Not to mention the Real Estate Agents/Brokers and their clients negotiating in "Good Faith". All of this, to be simply set aside, (at my expense, inconvenience and possible liability) because a representation that was made to me clearly by a City employee can be reinterpreted, redefined or changed at the next council meeting or even private staff ("workshop") meeting! This does not seem right!

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

Mr. Sawyer, I once again am responding to you in the format that you have suggested and the City Council and its Ordinance has provided, however I am not pleased. I do so under protest and explicitly reserve the right to object to this process and/or litigate its outcome.

If there is something else that I should do or know now or in the near future that would have any effect on me, this property or its develop ability, please contact me immediately on my direct cellular # (206) 650-0731 or write to me at the above address. I can be faxed at (253) 859-1383.

Thank You,

James Guse



SAMMAMISH PLATEAU

231 Supply C/P
225 Sid Posters

WATER AND SEWER DISTRICT

June 22, 1998

Guse & Associates
James A. Guse, DBA
P.O. Box 4184
Kent, WA 98032

Re: Application for June 1998 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On June 15, 1998 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 671.5 Equivalent Residential Units ("ERUs") available for allocation. The District received 104 applications representing 1577.5 ERUs.

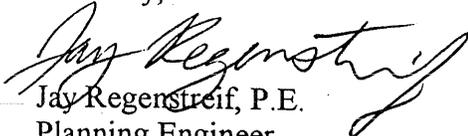
Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 104, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 38, was in the number 90 position. Unfortunately, the ERUs available for allocation were requested by projects in positions 1 through 25. Your project has been placed on the waiting list in the order established during the Allocation. The June 1998 Allocation results are provided.

If any projects for which water supply was made available through the June 1998 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on October 12, 1998. Applications are due by 4:30 p.m. on October 8, 1998. An October 1998 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,


Jay Regenstein, P.E.
Planning Engineer

june98noallocation/98-06-53

Feb 4th 39 ERU's
Deadline

C/P

**JUNE, 15 1998 --- WATER ALLOCATION APPLICATION
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY
AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT**

PROJECT NAME:

APPLICANT <i>(James Abise)</i>		APPLICANT'S AGENT	
Name: <i>Cuse Associates DBA</i>		(OPTIONAL INFORMATION)	
Designate Applicant Status		Name:	
<input type="checkbox"/> Corporation, <input checked="" type="checkbox"/> Partnership		Address:	
<input type="checkbox"/> Joint Venture, <input type="checkbox"/> Sole Proprietorship		<i>N/A</i>	
<input type="checkbox"/> LLC, <input type="checkbox"/> Other: _____			
Address: <i>PO Box 4184</i>		Telephone:	
<i>Kent WA 98032</i>		Fax:	
		APPLICANT'S ENGINEER	
		(OPTIONAL INFORMATION)	
Telephone: <i>(206) 650-0731</i>		Name:	
Fax: <i>(253) 859-1383</i>		Address: <i>N/A</i>	
Is Applicant the Property Owner: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
If No: <u>OWNER</u>			
Name:			
Address: <i>Same as Above</i>		Telephone:	
		Fax:	
		PRIMARY CONTACT	
Telephone: <i>"</i>		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer	
Fax: <i>"</i>		(Allocation Information will be sent to Applicant)	

PROPERTY INFORMATION

Tax Lot Number(s): <i>124010 2140</i>	Attach legal description
Property Size: <i>4.86 AC</i>	Property Zoning: <i>R-6</i>

APPLICATION DEADLINE = JUNE 11, 1998, 4:30 PM
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only	Date/Time Received _____	Water allocation Identification No. _____
Legal Description Attached _____	ERUs Requested _____	Applicant and Owners Signed _____

Received #38

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
WATER ALLOCATION APPLICATION**

C/P -

PROJECT INFORMATION

Project Name: <u>Sammamish Plateau Estates</u>						
Description of Proposed Project: <u>Plat of Single Family Residences</u>						
Certificate Requested: <input type="checkbox"/> Building Permit; <input type="checkbox"/> Short Subdivision <input checked="" type="checkbox"/> Preliminary Plat; <input type="checkbox"/> Rezone; <input type="checkbox"/> Other						
Calculation of Equivalent Residential Units (ERUs)						
Meter Size	3/4"	1"	1-1/2"	2"	3"	4"
ERUs/meter	1	2.5	5	8	16	25
# Domestic Meters	<u>(9)X</u>					
# Irrigation Meters						
ERUs Requested, <u>including</u> current water/sewer customers:				<u>WATER</u>	<u>SEWER</u>	
				<u>9</u>	_____	
Does Property currently receive service from the District?				YES / <u>NO</u>	YES / NO	
*Minimum ERUs that would be Acceptable:				<u>4</u>	_____	
*(To be used if there are not enough ERUs available to satisfy the entire request.)						

The following terms and conditions, including all other District Resolutions, policies and procedures, apply to this Water Allocation Application to the District for Certificates of Water and/or Sewer Availability and associated Developer Extension Agreement, if required by District, and/or water service:

1. This application is valid only for the Water Allocation identified on the first page of this application, and no subsequent Water Allocations.
2. This application is valid only for the real property referenced on this application.
3. This application is not transferable or assignable to any party.
4. The District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations King County or any other governmental agency necessary before the applicant can utilize the utility service which is the subject of this application.
5. The District's receipt of this application creates no contractual relationship between the District and the applicant, and the receipt of this application does not imply or guarantee that water and/or sewer Developer Extension Agreements and/or Certificates of Availability will be approved and issued by the District. District reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished or lack of supply, and/or demand considerations.

APPLICANT: _____ (if not the Owner of the Property which is the subject of this application.) Name: _____ Signed: _____ Its: _____ Date: _____	OWNER: <u>James A. Buse</u> Name: _____ Signed: <u>James A. Buse</u> Its: _____ Date: <u>6-10-98</u>
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SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

February 8, 1999

Guse & Associates
James A. Guse
PO Box 4184
Kent, WA 98032

Re: Application for February 1999 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On February 8, 1999 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 57 Equivalent Residential Units ("ERUs") available for allocation. The District received 114 applications representing 579 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 114, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 31, was in the number A68 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A10. Your project has been placed on the waiting list in the order established during the Allocation. The February 1999 Allocation results are provided.

If any projects for which water supply was made available through the February 1999 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on June 7, 1999. Applications are due by 4:30 p.m. on June 3, 1999. A June 1999 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,


Jay Regenstreif, P.E.
Planning Engineer

feb99noallocation/99-02-30

C/P

District Use Only Water Allocation ID No.

FEBRUARY 8, 1999 --- WATER ALLOCATION APPLICATION
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY
AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT

PROJECT NAME:

APPLICANT		APPLICANT'S AGENT	
Name: <i>Guse & Assoc. (James A. Guse D.B.A.)</i>		(OPTIONAL INFORMATION)	
Designate Applicant Status		Name:	
<input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership		Address:	
<input type="checkbox"/> Joint Venture, <input checked="" type="checkbox"/> Sole Proprietorship		N/A	
<input type="checkbox"/> LLC, <input type="checkbox"/> Other: _____		Telephone:	
Address: <i>PO Bx 4184</i>		Fax:	
<i>Kent WA 98032</i>		APPLICANT'S ENGINEER	
Telephone: <i>206 650-0731 Cell</i>		(OPTIONAL INFORMATION)	
Fax: <i>253 859-1383 Ph/FAX</i>		Name:	
Is Applicant the Property Owner: Yes/No		Address:	
If No: <u>OWNER</u>		N/A	
Name:		Telephone:	
Address: <i>Same as Above</i>		Fax:	
Telephone: <i>//</i>		PRIMARY CONTACT	
Fax: <i>//</i>		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer	
(Allocation Information will be sent to Applicant).			

PROPERTY INFORMATION

Tax Lot Number(s): *124010 0140* Attach legal description

Property Size: *4.86 AC* Property Zoning: *R6*

APPLICATION DEADLINE = February 4, 1999, 4:30 PM
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only Date/Time Received *2/14/99 12:50* Order Received/Project ID No. *31*

Legal Description Attached ERUs Requested Applicant and Owners Signed



SAMMAMISH PLATEAU

C/P

WATER AND SEWER DISTRICT

June 14, 1999

Guse & Associates
James Guse
PO Box 4184
Kent, WA 98032

Re: Application for June 1999 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On June 7, 1999 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 35 Equivalent Residential Units ("ERUs") available for allocation. The District received 131 applications representing 495.4 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 131, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 99, was in the number A23 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A13. Your project has been placed on the waiting list in the order established during the Allocation. The June 1999 Allocation results are provided.

If any projects for which water supply was made available through the June 1999 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on October 11, 1999. Applications are due by 4:30 p.m. on October 7, 1999. An October 1999 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,

Jay Regenstreif, P.E.
Planning Engineer

june99noallocation/99-06-59

C/P

District Use Only Water Allocation ID No.

WATER ALLOCATION APPLICATION

APPLICATIONS DUE JUNE 3, 1999 / ALLOCATION HELD JUNE 7, 1999

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT

PROJECT NAME:

APPLICANT		APPLICANT'S AGENT (OPTIONAL INFORMATION)	
Name: <u>Guse & Assoc.</u>		Name:	
Designate Applicant Status <input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture, <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC, <input type="checkbox"/> Other:		Address:	
Address: <u>PO Box 4184</u>		<u>N/A</u>	
<u>Kent, WA 98032</u>		Telephone:	
		Fax:	
Telephone: <u>(360) 650-0731</u>		APPLICANT'S ENGINEER (OPTIONAL INFORMATION)	
Fax: <u>(253) 859-1383</u>		Name:	
Is Applicant the Property Owner: Yes/No If No: <u>OWNER</u>		Address:	
Name:		<u>N/A</u>	
Address: <u>Same as above</u>		Telephone:	
		Fax:	
Telephone: <u>"</u>		PRIMARY CONTACT	
Fax: <u>"</u>		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer	
(Allocation Information will be sent to Applicant)			

PROPERTY INFORMATION

Tax Lot Number(s): 124010 0140 Attach legal description
 Property Size: 4.86 Property Zoning: R-6
Lot 29 Burke & Farrants Kirkland #17 Unrec., S 1/2 of SE 1/4 of NE 1/4 of SW 1/4,

APPLICATION DEADLINE = June 3, 1999, 4:30 PM STR 28-25-06,
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256 less 30 ft.

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only	Date/Time Received <u>6/2/99</u>	Order Received/Project ID No. <u>99</u>
Legal Description Attached	ERUs Requested <u>✓</u>	Applicant and Owners Signed <u>✓</u>
June 99 application for allocation	June 7, 1999	

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
WATER ALLOCATION APPLICATION - JUNE 7, 1999**

CJP

PROJECT INFORMATION

Project Name: Sammamish Plateau Estates
 Description of Proposed Project: Plat of single Family Residences

Certificate Requested: Building Permit; Short Subdivision Preliminary Plat;
 Rezone; Other

Calculation of Equivalent Residential Units (ERUs)

Meter Size	3/4"	1"	1-1/2"	2"	3"	4"
ERUs/meter	1	2.5	5	8	16	25
# Domestic Meters	<u>9</u>					
# Irrigation Meters						

Does Property currently receive District service?
** Cert. from 6/10/99 - Permit applied for OK 4/27/99*

	WATER YES / <u>NO</u>			SEWER YES / <u>NO</u>		
	TOTAL	NEW	EXIST	TOTAL	NEW	EXIST
ERUs Requested		<u>9</u>	<u>1*</u>		<u>NE</u>	
*Minimum ERUs that would be Accepted:		<u>9</u>				

*(To be used if there are not enough ERUs available to satisfy the entire request.)

The following terms and conditions, including all other District Resolutions, policies and procedures, apply to this Water Allocation Application to the District for Certificates of Water and/or Sewer Availability and associated Developer Extension Agreement, if required by District, and/or water service:

1. This application is valid only for the Water Allocation identified on the first page of this application, and no subsequent Water Allocations.
2. This application is valid only for the real property referenced on this application.
3. This application is not transferable or assignable to any party.
4. The District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations King County or any other governmental agency necessary before the applicant can utilize the utility service which is the subject of this application.
5. The District's receipt of this application creates no contractual relationship between the District and the applicant, and the receipt of this application does not imply or guarantee that water and/or sewer Developer Extension Agreements and/or Certificates of Availability will be approved and issued by the District. District reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished or lack of supply, and/or demand considerations.

APPLICANT: _____ (if not the Owner of the Property which is the subject of this application.) Name: _____ Signed: _____ Title: _____ Date: _____	OWNER: <u>James A. Gase</u> Name: _____ Signed: <u>James A. Gase</u> Title: _____ Date: <u>6/2/99</u>
---	---



SAMMAMISH PLATEAU

C/P

WATER AND SEWER DISTRICT

May 22, 2000

Guse & Associates
James A. Guse
PO Box 4184
Kent, WA 98032

RE: Water Allocation Opportunity for Sammamish Plateau Estates
Tax Lot(s) 124010-0140

Dear Mr. Guse:

On February 7, 2000 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 163 Equivalent Residential Units ("ERUs") available for allocation. The District received 139 applications representing 610.9 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 139, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 61, was in the number A57 position. In this position your project did not initially have the opportunity to have the requested water service allocated. However, certain parties have decided not to obtain the water made available through the February 7, 2000 Allocation, and that opportunity is being made available for projects on the Waiting List, including Sammamish Plateau Estates.

To have the water service requested allocated to your project you must enter into a Developer Extension Agreement ("DEA") with the District. Please find enclosed two copies of the DEA for your project. The bound copy is for the Developer's permanent files, and the stapled copy is for District files. To execute the DEA the following items need to be completed.

1. Have an authorized party fill in the following items, in both copies of the DEA on pages A-26 and A-27.
 - a. Fill in the name of the Developer. If the Owner's Agent and Owner are different (see page A-1), fill in the Owner's Agent here.
 - b. Check the appropriate Developer's organization classification
 - c. Sign the Agreement; print the name and title of the signer.
 - d. Have signature notarized. (Note there are two notary forms, one for individuals and one for businesses.)
 - e. If the Owner's Agent and Property Owner are different, repeat a. through d. for the Owner on Page A-27.

C/p

2. Verify the legal description of the real property covered by the Developer Extension Agreement to the Agreement. (Attached between pages A-1 and A-2.)
3. Return **both** copies of the Developer Extension Agreement to the District with:
 - A. The minimum payment necessary to enter into the agreement as shown on the preliminary/certificate fee pages (page A-10 for water and A-14 for sewer).

Note: [The Remaining General Facility Charges will be due within 30 days of the King County or City Approval of the Process/Procedure for which the certificate was issued or no later than at the time of initiation of the Design and Inspection Phase. Refer to section 5.(A)(2), page A-4, paragraph 3.]

- B. Additional fees may be due at this time if the project is at either one of the milestones indicated below.
 - i. King County or City of Sammamish or City of Issaquah approval of the project, such as preliminary plat, or preliminary short plat, or building permit, has been received.
The Remaining General Facility Charges (page A-10 for water and A-14 for sewer) will be due.
 - ii. The project is ready to proceed with the design/inspection phase.
The Remaining General Facility Charges (page A-10 for water and A-14 for sewer), and
The Design and Inspection Phase Fees (page A-11 for water and A-15 for sewer) will be due.
4. If additional Agreements or an Addendum to the DEA are required, they should be executed and returned with the DEA. These may include:
 - A. Interim Sewer Amendment, for projects requiring use of an interim sewer facility.
 - B. Future Sewer Connection Agreement, for projects within the urban growth boundary being developed with on-site septic systems.

The executed DEAs, and any additional required documents need to be returned to the District within 60 days of their provision to the Developer by the District.

For this project the executed DEAs must be returned by **JULY 25, 2000.**

If they are not received the application will be nullified and the Developer will need to reapply to receive a DEA and associated Certificates of Water and Sewer Availability.

The Developer Extension Agreements will be presented to the Sammamish Plateau Water and Sewer District Board of Commissioners for consideration at the next regular Board meeting following receipt of the executed DEAs. If the Board approves the DEA a resolution will be passed and the District will sign the DEA and return the Developer's copy of the DEA to the Developer.

James Guse
Page 3

C/P

If Certificates of Water and/or Sewer Availability have been requested, they will be issued after the District signs the Developer Extension Agreement. After they have been issued, the Developer has 6 months to present the Certificate(s) to the County or City of Sammamish or City of Issaquah with an application package for the process for which the Certificate was written. If the 6-month period passes, and the Developer does not request, and be granted an extension to the 6-month period, by the District, the Certificate will become null and void.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jan Wang". To the right of the signature, the letters "FUR" are written in a smaller, blocky font.

Jan Wang
Developer Extension Coordinator

Encl.

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

1510 - 228th Ave. S.E.
Sammamish, WA 98029
Phone (425) 392-6256 • FAX (425) 391-5389

12761
 Receipt
 Number

Received From

Euse + Associates
PO Box 4184
Kent WA 98032

Date 7-21-00

Water Receipt

GL #	Received for	
	<u>Sammamish Plateau Estates</u>	
271060	Water Application # _____ thru _____	
271000	General Facilities <u>Preliminary</u>	<u>5000.00</u>
417000	R/W Permit	
271020	Water Charge in Lieu of Assessment	
472020	Water Availability Letter	
235000	Engineering: Developer Extensions: <u>Administrative Fee</u>	<u>250.00</u>
235000	Misc.	
461000	Flushing	
142500	Invoice #	
	Misc. Customer Account #	
	Misc.	
Sub Total		<u>5250.00</u>

Sewer Receipt

GL #	Received for	
417011	Side Sewer Permit # _____ thru _____	
271001	General Facilities	
271021	Sewer Charge in Lieu of Assessment	
461031	Sewer Availability Letter	
235001	Engineering: Developer Extensions:	
235001	Misc.	
461000	Flushing	
	Misc.	
	Misc.	
Sub Total		

Received by

David Wang

Check Number

11097

Total Received		<u>5250.00</u>
Cash	<input type="checkbox"/>	
Check	<input checked="" type="checkbox"/>	

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. *0200-51*

68-New

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, RELATING TO LAND USE AND ZONING,
AND EXTENDING A MORATORIUM ON THE FILING OF
APPLICATIONS FOR DEVELOPMENT PERMITS AND
APPROVALS WITHIN THE CORPORATE LIMITS OF
THE CITY OF SAMMAMISH**

WHEREAS, incorporation of the City of Sammamish was approved at an election held on November 8, 1998; and

WHEREAS, the City Council was elected on April 27, 1999, and sworn in on May 8, 1999;
and

WHEREAS, the City of Sammamish officially incorporated on August 31, 1999; and

WHEREAS, there has been rapid and substantial growth in and around the City of Sammamish; and

WHEREAS, one of the concerns of the citizens of Sammamish which led to incorporation of the City was the impact of County land use decisions on the Sammamish community; and

WHEREAS, state law, RCW 35.02.137, authorizes the City Council of a newly incorporated city to adopt moratoriums during the interim transition period between the incorporation election and the date of official incorporation; and

WHEREAS, in accordance with state law, the City Council passed Resolution No. R99-04 on May 19, 1999, which adopted a moratorium during the interim transition period on the filing of applications with King County for development permits and approvals including, but not limited to, subdivision approvals, short subdivision approvals, and building permits; and

WHEREAS, state law, RCW 35A.63.220, authorizes the City Council to adopt moratoriums following incorporation; and

WHEREAS, a public hearing was conducted on July 28, 1999 to receive comment on the impacts and effectiveness of the moratorium imposed by Resolution No. R99-04 and the need to continue and/or modify the moratorium following the date of incorporation; and

WHEREAS, based upon the public testimony and other evidence presented at the July 28, 1999 public hearing, the City Council passed Ordinance No. O99-28, on August 25, 1999, to extend the moratorium from the date of incorporation until February 18, 2000; and

WHEREAS, a public hearing was conducted on February 9, 2000 to receive comment on the impacts and effectiveness of the moratorium imposed by Ordinance No. O99-28 and the need to continue and/or modify the moratorium; and

WHEREAS, based upon the public testimony and other evidence submitted at the February 9, 2000 public hearing, the City Council finds that there is a substantial basis and public support for extension of the moratorium; and

WHEREAS, in accordance with the State Growth Management Act, the City is diligently pursuing a planning process that will result in the adoption of the City's first comprehensive plan; and

WHEREAS, the City Council needs sufficient time to carefully consider the appropriate land use designations and development regulations of property within the City limits; and

WHEREAS, the City Council desires to prevent further overburdening of the existing municipal infrastructure pending completion of the City's Growth Management Act planning process; and

WHEREAS, absent an extension of the moratorium, property owners could obtain vested rights to develop their property contrary to the City's planning process; and

* WHEREAS, based upon the hardship exemptions granted by the City Council to date, the Council finds that it would be appropriate to establish a categorical exemption from the terms of the moratorium for property owners holding water permits whose right to connect to a public water supply will lapse unless exercised during the term of this moratorium; and

WHEREAS, the City Council finds that protection of the public health, safety, and welfare supports extending the moratorium on applications for development permits and approvals for property within the corporate limits of the City of Sammamish;

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

Section 1. Findings of Fact. The "Whereas" clauses above shall constitute findings of fact in support of the moratorium hereafter set forth and are incorporated herein.

Section 2. Moratorium Established. Except as hereinafter set forth, a moratorium is imposed upon the filing of applications for development permits and approvals with King County for property located within the corporate limits of the City of Sammamish. For purposes of this moratorium, the terms "development permits and approvals" include:

- a. Subdivision approvals;

- b. Short subdivision approvals;
- c. Site plan approvals;
- d. Multi-family dwelling unit approvals (apartments, townhouses, condominiums, mobile home parks, group residences);
- e. Rezones;
- f. Building permits;
- g. Conditional use or special use permits;
- h. Communication facilities;
- i. Commercial construction in business and office zones; and
- j. Shoreline substantial development permits.

* Section 3. Exemptions. The terms "development permits and approvals" do not include the following:

- a. Permits and approvals for churches, synagogues, and temples (SIC Code 866); health service uses; educational service uses; park and recreational uses; and day care facilities I and II (all as defined in King County Code, Title 21A);
- b. Permits and approvals for additions or alterations to existing residential and commercial structures when such additions or alterations do not result in the creation of new units, and permits for structures replacing pre-existing structures destroyed by fire or other unintentional casualty;
- c. Permits and approvals for government facilities and structures including, but not limited to, streets, utilities, and surface water improvements;
- d. Permits and approvals for construction of single family residences;
- e. Permits and approvals for signs;
- f. Permits and approvals for law enforcement, emergency medical, and disaster relief facilities, parking and storage;
- g. Permits and approvals for lot line adjustments;
- h. Permits and approvals for any land use permitted by ISDC when all of the following conditions are met: (1) The property owner(s) applied for the right to connect to a

* public water supply before August 25, 1999; (2) The property owner(s) were granted the right to connect to a public water supply; and (3) The property owner(s) right to connect to a public water supply will lapse unless exercised by a completed development permit application to the City of Sammamish during the term of this moratorium.

This moratorium shall not affect vested rights, if any, established pursuant to previously filed and fully complete applications.

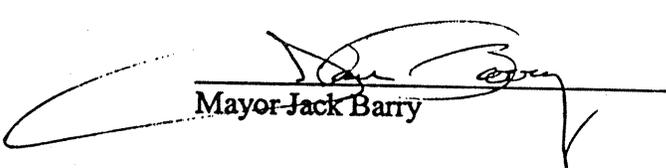
Section 4. Effective Period of Moratorium. This moratorium, as a public emergency measure necessary for the protection of the public health, safety, and welfare, shall be effective immediately upon termination of the moratorium imposed by Ordinance No. O99-28 (February 18, 2000) and shall continue in effect until August 18, 2000 unless earlier repealed, renewed or modified by the City Council as provided by state law.

Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship.

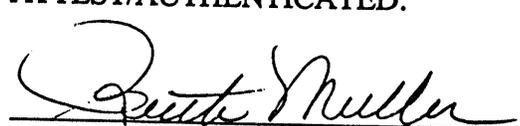
Section 6. Severability. If any section, sentence, or phrase of this ordinance should be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON,
ON THIS 16th DAY OF FEBRUARY 2000.

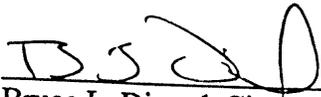
CITY OF SAMMAMISH


Mayor Jack Barry

ATTEST/AUTHENTICATED:


Ruth Muller, Interim City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk: February 11, 2000
Passed by the City Council: February 16, 2000
Ordinance No.: 0200-51

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE No. O2000-___

AN **ORDINANCE** of the City of Sammamish, Washington, amending the budget for the calendar year 2000 as provided in Ordinance No. 99-44, approved December 8, 1999.

WHEREAS, The General Fund (Fund #001) City Council Department has less than anticipated spending on the City Newsletter and Special Celebrations for the community; the departmental budget is decreases by \$71,500;

WHEREAS, The General Fund (Fund #001) City Manager/Administration Department added a Director of Administrative Services and a Information Systems Coordinator; and incurred costs for the interim personnel, the departmental budget increases by \$82,481;

WHEREAS, The General Fund (Fund #001) City Clerk Department incurred supply expenses for all of administration and employee recruitment advertising expenses for all positions recruited in 2000, the departmental budget increases by \$3,025;

WHEREAS, The General Fund (Fund #001) Legal Services Department incurred additional costs for development hearings the departmental budget increases by \$6,700;

WHEREAS, The General Fund (Fund #001) Public Safety Department has more than anticipated expenses for jail services, equipment, and travel, but less than anticipated expenses for the King County Police Services Contract, the departmental budget decreases by \$10,400

WHEREAS, The General Fund (Fund #001) Non-Departmental Department transfer to the Tax Anticipation Note Fund for debt service payments is less than originally expected, the departmental budget decreases by \$932,143;

WHEREAS, The General Fund (Fund #001) Planning Department hired additional staff, incurred greater start-up costs for the staffing, and has professional service expenses for King County DDES, the departmental budget increases by 399,140;

WHEREAS, The General Fund (Fund #001) Building Department hired positions later in the calendar year than originally budgeted and did not need to use the plan review professional services at the level anticipated, the departmental budget decreases by \$1,843,040;

WHEREAS, The General Fund (Fund #001) Parks Department hired a Parks Manager later than anticipated and did not spend the parks reserve allocation, the departmental budget decreases by \$157,785;

WHEREAS, The General Fund (Fund #001) Finance Department incurred greater costs for the financial software purchased, the departmental budget increases by \$44,185;

WHEREAS, The General Fund (Fund #001) Engineering Department hired additional staff and incurred greater start up costs for the staff, the departmental budget increases by \$23,440.

WHEREAS, The Ending Fund Balance for the General Fund (Fund #001) remains unappropriated for the year. The Contingency Reserve Fund is eliminated and reduced to \$0. The unappropriated ending fund balance increases;

WHEREAS, The Street Fund (Fund #101) has the Public Works Superintendent and two Maintenance Workers salaries, benefits, and vehicle expenses, as well as additional pedestrian improvements, the Fund's budget increases by \$213,930;

WHEREAS, The Capital Fund (Fund #301) budget has increased to appropriate monies for the architectural design expense for City Hall, construction expenses related to the 228th Street project, expenses for the East Lake Sammamish Park lighting, and a Sammamish Plateau Corridor Study. In addition, funding is included for the City of Sammamish purchase of two parcels of land for parks/recreation/open space and an interim public works shop facility totaling \$1,760,000. The ending fund balance is substantially larger because of higher than anticipated revenue collections from real estate excise tax and a larger than expected 1999 ending fund balance of \$4,875,351, a portion of which was a revenue transfer from King County for capital projects, totaling \$3,930,000. In total, including estimated ending fund balance; the budget increases by \$5,880,200

WHEREAS, the Surface Water Fund (Fund #408) incurred debt obligation for King County Bonds issued in 1992, 1996, and 1999, prior to the City's incorporation and the City remains obligated to pay its portion and the Fund has incurred professional services costs for the Surface Water Comprehensive Plan which increases the budget by \$178,225.

WHEREAS, the Traffic Impact Fee Fund (Fund #111) did not receive \$3,750,000 from King County in 2000. The transfer from King County was received in 1999 and posted to the Capital Fund and was a combination of unused project funding the County agreed to transfer to the City for capital projects. In addition, the anticipated revenue from traffic impact fee collections was overstated and decreases by \$742,000 making the total budget decrease \$4,492,000;

WHEREAS, the Tax Anticipation Note Fund (Fund #201) loan payments will be less than expected because the City borrowed less for operating expenses in 1999 than anticipated and the City will not pay the property note off in 2000, the Fund's budget decreases by \$1,154,600;

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

Section 1. That Ordinance No. 99-44, approved December 8, 1999, relating to the City of Sammamish's 2000 budget, is hereby amended to increase or decrease annual appropriations in the departments and funds listed below and increase the fund balance by the corresponding amount:

Department/Fund	Original Appropriation	Amendment	Amended Appropriation
General Fund			
City Council	\$ 149,400	\$ (71,500)	\$ 77,900
City Manager	\$ 250,019	\$ 82,481	\$ 332,500
City Clerk	\$ 128,475	\$ 3,025	\$ 131,500
Legal Services	\$ 148,000	\$ 6,700	\$ 154,700
Public Safety	\$ 2,648,200	\$ (10,400)	\$ 2,637,800
General Government	\$ 4,734,843	\$ (932,143)	\$ 3,802,700
Planning Department	\$ 412,760	\$ 399,140	\$ 811,900
Building Department	\$ 2,617,740	\$ (1,843,040)	\$ 774,700
Recreation Department	\$ 369,985	\$ (157,785)	\$ 212,200
Finance Department	\$ 318,315	\$ 44,185	\$ 362,500
Engineering Department	\$ 312,860	\$ 23,440	\$ 336,300
Contingency Fund	\$ 1,216,730	\$ (1,216,730)	\$ 0
Unappropriated Reserve	\$ 1,064,473	\$ 3,137,872	\$ 4,202,315
Total General Fund	\$14,371,800	\$ (534,785)	\$13,837,015
Street Fund	\$ 3,365,270	\$ 213,930	\$ 3,579,200
Capital Fund	\$ 2,241,000	\$ 5,880,200	\$ 8,121,200
Surface Water Fund	\$ 1,004,000	\$ 178,300	\$ 1,182,300
Traffic Impact Fee Fund	\$ 4,950,000	\$ (4,492,000)	\$ 458,000
Tax Anticipation Note Fund	\$ 2,514,600	\$(1,154,600)	\$ 1,360,000

Section 2. This ordinance shall become effective five (5) days from and after its passage, approval and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON,
ON THIS _____ - DAY OF _____ 2000.**

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

First Reading
Date Adopted:
Date of Publication:
Effective date:

**2000 BUDGET AMENDMENT WORKSHEETS
GENERAL FUND BUDGET AMENDMENT**

DEPARTMENT	2000 BUDGET	2000 BUDGET AMENDMENT	Favorable/(Unfavorable)
City Council	149,400.00	77,835.80	71,564.20
Administration	250,019.00	332,432.58	(82,413.58)
City Clerk	128,475.00	131,445.06	(2,970.06)
Legal Services	148,000.00	154,618.10	(6,618.10)
Finance	318,315.00	362,500.30	(44,185.30)
Non-Departmental	4,734,843.00	3,802,700.27	932,142.73
Public Safety	2,648,200.00	2,637,778.27	10,421.73
Planning	412,760.00	811,886.37	(399,126.37)
Building	2,617,740.00	774,646.68	1,843,093.32
Parks	369,985.00	212,189.41	157,795.59
Engineering	312,860.00	336,292.66	(23,432.66)
TOTAL	12,090,597.00	9,634,325.50	2,456,271.50
Contingency Fund	1,216,730.00	-	1,216,730.00
Unappropriated Reserve	1,064,473.00	4,202,689.50	(3,138,216.50)
TOTAL FUND BUDGET	14,371,800.00	13,837,015.00	534,785.00

ROUNDED

City Council	149,400.00	77,900.00	71,500.00
Administration	250,019.00	332,500.00	(82,481.00)
City Clerk	128,475.00	131,500.00	(3,025.00)
Legal Services	148,000.00	154,700.00	(6,700.00)
Finance	318,315.00	362,500.00	(44,185.00)
Non-Departmental	4,734,843.00	3,802,700.00	932,143.00
Public Safety	2,648,200.00	2,637,800.00	10,400.00
Planning	412,760.00	811,900.00	(399,140.00)
Building	2,617,740.00	774,700.00	1,843,040.00
Parks	369,985.00	212,200.00	157,785.00
Engineering	312,860.00	336,300.00	(23,440.00)
TOTAL	12,090,597.00	9,634,700.00	2,455,897.00
Contingency Fund	1,216,730.00		
Unappropriated Reserve	1,064,473.00	4,202,315.00	
TOTAL FUND BUDGET	14,371,800.00	13,837,015.00	**

** fund total based upon Jesse's revenue estimates for General Fund 2000

**2000 BUDGET AMENDMENT WORKSHEETS
CITY COUNCIL DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	CITY COUNCIL				
001-11-511-60-11-00	Salaries	34,800.00	26,100.00	9,900.00	29,250.00
001-11-511-60-21-00	Benefits	2,900.00	2,082.29	\$ 760.00	2,323.29
001-11-511-60-31-00	Office & Operating Supplies	1,000.00	2,171.87	3,150.00	2,171.87
001-11-511-60-31-01	Meeting Expense	2,000.00	(680.83)	241.00	(680.83)
001-11-511-60-32-00	Fuel	-	-	-	-
001-11-511-60-34-00	Books & Maps	-	-	-	-
001-11-511-60-35-00	Small Tools & Minor Equipment	-	103.06	-	103.06
001-11-511-60-41-00	Professional Services	-	604.08	200.00	804.08
001-11-511-60-41-05	Newsletter	22,500.00	5,675.25	6,000.00	11,675.25
001-11-511-60-41-06	Public Relations	27,500.00	-	-	-
001-11-511-60-42-00	Communications	-	-	-	-
001-11-511-60-42-01	Postage	7,200.00	1,464.00	1,500.00	2,964.00
001-11-511-60-43-00	Travel	14,400.00	-	-	-
001-11-511-60-44-00	Advertising	-	1,495.18	-	1,495.18
001-11-511-60-45-00	Rent for Public Mtg Space	-	1,782.58	-	1,782.58
001-11-511-60-45-01	Meeting Room Rental	3,000.00	446.75	-	446.75
001-11-511-60-48-00	Repair & Maintenance	-	207.00	-	207.00
001-11-511-60-49-00	Miscellaneous	100.00	119.14	-	119.14
001-11-511-60-49-01	Memberships	-	100.00	-	100.00
001-11-511-60-49-02	Social Service Program	-	-	-	-
001-11-511-60-49-11	Incorporation Ceremony	20,000.00	17,366.00	-	17,366.00
001-11-511-60-49-12	Special Celebrations	14,000.00	-	-	-
001-11-511-60-64-01	Furniture & Equipment	-	-	-	-
001-11-511-60-64-02	Vehicles	-	-	-	-
001-11-511-60-64-03	Computer Hardware	-	7,708.43	-	7,708.43
001-11-511-60-64-04	Computer Software	-	-	-	-
		149,400.00	66,744.80	11,091.00	77,835.80

**2000 BUDGET AMENDMENT WORKSHEETS
ADMINISTRATION DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	ADMINISTRATION				
001-13-513-10-11-00	Salaries	144,565.00	163,284.25	50,000.00	213,284.25
001-13-513-10-21-00	Benefits	41,229.00	43,985.12	12,500.00	56,485.12
001-13-513-10-31-00	Office & Operating Supplies	1,800.00	83.83		83.83
001-13-513-10-31-02	Meeting Expense	2,500.00	316.13		316.13
001-13-513-10-31-05	Meeting Meal Expense	1,000.00	498.71		498.71
001-13-513-10-32-00	Fuel	-	629.59	150.00	779.59
001-13-513-10-34-00	Books & Maps	500.00	140.00		140.00
001-13-513-10-35-00	Small Tools & Minor Equipment	-	1,782.34		1,782.34
001-13-513-10-41-00	Professional Services	-	3,658.00		3,658.00
001-13-513-10-41-01	Utility District Assumptions	-			-
001-13-513-10-41-02	Grant Coordinator	15,000.00			-
001-13-513-10-41-04	Copying/Printing/Binding	-	139.50		139.50
001-13-513-10-41-10	Recruitment Costs	-	7,308.00		7,308.00
001-13-513-10-41-11	Interim Staff	-	18,975.00		18,975.00
001-13-513-10-42-00	Communications	1,200.00	379.72	300.00	679.72
001-13-513-10-42-02	Postage	-			-
001-13-513-10-42-03	Internet Services	-			-
001-13-513-10-43-00	Travel	3,500.00	999.58	500.00	1,499.58
001-13-513-10-44-00	Advertising	-	(166.44)	200.00	33.56
001-13-513-10-48-00	Repair & Maintenance	-	33.64		33.64
001-13-513-10-49-00	Miscellaneous	100.00	329.73	200.00	529.73
001-13-513-10-49-01	Memberships	2,100.00			-
001-13-513-10-49-02	Staff Training	4,000.00	1,270.96	300.00	1,570.96
001-13-513-10-61-00	Land	-			-
001-13-513-10-64-01	Furniture & Equipment	-	2,155.60	2,000.00	4,155.60
001-13-513-10-64-02	Vehicles	20,000.00	17,092.06		17,092.06
001-13-513-10-64-03	Computer Hardware	5,100.00	3,387.26		3,387.26
001-13-513-10-64-04	Computer Software	-			-
001-13-513-10-90-01	Interfund Payments E. R. & R	7,425.00			-
		250,019.00	266,282.58	66,150.00	332,432.58

**2000 BUDGET AMENDMENT WORKSHEETS
CITY CLERK DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	CITY CLERK				
001-13-514-30-11-00	Salaries	87,650.00	33,126.49	27,000.00	60,126.49
001-13-514-30-21-00	Benefits	26,050.00	10,961.94	5,500.00	16,461.94
001-13-514-30-31-00	Office & Operating Supplies	1,500.00	5,877.93	1,600.00	7,477.93
001-13-514-30-31-01	Meeting Expense	-	-	-	-
001-13-514-30-32-00	Fuel	-	-	-	-
001-13-514-30-34-00	Books & Maps	500.00	-	-	-
001-13-514-30-35-00	Small Tools & Minor Equipment	200.00	20.00	1,000.00	1,020.00
001-13-514-30-41-00	Professional Services	-	7,585.50	-	7,585.50
001-13-514-30-41-11	Interim Staff	-	13,167.00	-	13,167.00
001-13-514-30-42-00	Communications	-	-	-	-
001-13-514-30-42-02	Postage	-	-	-	-
001-13-514-30-43-00	Travel	3,400.00	425.00	-	425.00
001-13-514-30-44-00	Advertising - Employee Recruit	-	13,941.17	-	13,941.17
001-13-514-30-44-01	Public Notices	6,000.00	6,586.07	3,000.00	9,586.07
001-13-514-30-48-00	Repair & Maintenance	-	-	-	-
001-13-514-30-49-00	Miscellaneous	100.00	202.80	50.00	252.80
001-13-514-30-49-01	Memberships	500.00	-	250.00	250.00
001-13-514-30-64-01	Furniture & Equipment	-	-	-	-
001-13-514-30-64-02	Vehicles	-	-	-	-
001-13-514-30-64-03	Computer Hardware	-	1,151.16	-	1,151.16
001-13-514-30-64-04	Computer Software	-	-	-	-
001-13-514-30-90-01	Interfund Payments E. R. & R	2,575.00	-	-	-
		128,475.00	93,045.06	38,400.00	131,445.06

**2000 BUDGET AMENDMENT WORKSHEETS
LEGAL SERVICES DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	LEGAL SERVICES				
001-15-515-20-41-90	City Attorney	93,000.00	75,906.31	47,000.00	122,906.31
001-15-515-20-41-91	Prosecuting Attorney	30,000.00	9,416.79	12,400.00	21,816.79
001-15-515-20-41-92	Public Defender	25,000.00	1,895.00	8,000.00	9,895.00
		148,000.00	87,218.10	67,400.00	154,618.10

**2000 BUDGET AMENDMENT WORKSHEETS
FINANCE DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
001-14-514-20-11-00	Salaries	187,900.00	102,111.17	42,000.00	144,111.17
001-14-514-20-21-00	Benefits	53,640.00	28,557.28	11,000.00	39,557.28
001-14-514-20-31-00	Office & Operating Supplies	3,600.00	2,734.24	1,000.00	3,734.24
001-14-514-20-31-01	Meeting Expense	-	-	-	-
001-14-514-20-32-00	Fuel	-	-	-	-
001-14-514-20-34-00	Books & Maps	500.00	236.95	-	236.95
001-14-514-20-35-00	Small Tools & Minor Equipment	1,500.00	1,986.59	500.00	2,486.59
001-14-514-20-41-00	Professional Services	3,000.00	5,074.06	25,000.00	30,074.06
001-14-514-20-41-04	Copying	-	-	3,000.00	3,000.00
001-14-514-20-41-06	Payroll Services	3,500.00	1,758.95	-	1,758.95
	Audit	-	-	26,500.00	26,500.00
001-14-514-20-41-11	Interim Staff	-	278.00	-	278.00
001-14-514-20-42-00	Communications	-	-	-	-
001-14-514-20-42-02	Postage	-	17.25	-	17.25
001-14-514-20-43-00	Travel	4,900.00	162.45	100.00	262.45
001-14-514-20-48-00	Maintenance Software	-	10,150.00	-	10,150.00
001-14-514-20-49-00	Miscellaneous	100.00	72.88	-	72.88
001-14-514-20-49-01	Memberships	1,000.00	695.00	-	695.00
001-14-514-20-64-01	Furniture & Equipment	-	-	-	-
001-14-514-20-64-02	Vehicles	-	-	-	-
001-14-514-20-64-03	Computer Hardware	-	1,840.79	3,000.00	4,840.79
001-14-514-20-64-04	Computer Software	53,300.00	94,724.69	-	94,724.69
001-14-514-20-90-01	Interfund Payments E. R. & R	5,375.00	-	-	-
		318,315.00	250,400.30	112,100.00	362,500.30

**2000 BUDGET AMENDMENT WORKSHEETS
NON DEPARTMENTAL**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
001-19-519-90-11-01	COLA	34,480.00			-
001-19-519-90-31-00	Office & Operating Supplies	30,000.00	10,705.59	4,000.00	14,705.59
001-19-519-90-31-01	Meeting Expense	-	461.11		461.11
001-19-519-90-31-02	Janitorial Supplies	-	932.25	500.00	1,432.25
001-19-519-90-31-03	Kitchen Supplies	-		200.00	200.00
001-19-519-90-32-00	Fuel	-			-
001-19-519-90-34-00	Books & Maps	-	1,230.35		1,230.35
001-19-519-90-35-00	Small Tools & Minor Equipment	1,163.00			-
001-19-519-90-41-00	Professional Services	-	14,163.51	3,000.00	17,163.51
001-19-519-90-41-02	Computer Mainten Agreement	-	9,468.90		9,468.90
001-19-519-90-41-03	Computer Consulting Services	75,000.00	4,909.47		4,909.47
001-19-519-90-41-04	Copying	-	311.74		311.74
001-19-519-90-41-05	Janitorial	6,000.00	5,833.10	2,848.00	8,681.10
001-19-519-90-41-06	Locksmith	-	896.33		896.33
001-19-519-90-41-07	Utility District Assumption	-	19,625.00		19,625.00
001-19-519-90-42-00	Communications	14,400.00	11,945.82	8,000.00	19,945.82
001-19-519-90-42-02	Postage	8,700.00	4,606.36	3,000.00	7,606.36
001-19-519-90-42-03	Internet	16,600.00	621.71	140.00	761.71
001-19-519-90-43-00	Travel	-			-
001-19-519-90-44-00	Advertising	-			-
001-19-519-90-45-00	Lease City Hall	168,000.00	130,139.59	46,021.00	176,160.59
001-19-519-90-45-01	Copier Rental	7,200.00	4,716.54	2,000.00	6,716.54
001-19-519-90-45-02	Water Cooler Rental	-	182.11	104.00	286.11
001-19-519-90-45-03	Rental Storage	1,200.00	1,913.25	209.00	2,122.25
001-19-519-90-45-04	Postage Meter Rental	-	612.50		612.50
001-19-519-90-46-00	Insurance	35,500.00	35,598.00		35,598.00
001-19-519-90-47-00	Electricity	5,000.00	3,777.63	4,000.00	7,777.63
001-19-519-90-47-01	Recycling	-	172.68	15,000.00	15,172.68
001-19-519-90-48-00	Repair & Maintenance	3,000.00	2,769.20	1,000.00	3,769.20
001-19-519-90-48-02	Computer Repair & Maintenance	-	21,614.82		21,614.82
001-19-519-90-49-01	Memberships	-		500.00	500.00
001-19-519-90-49-02	Social Service Programs	16,000.00			-
001-19-519-90-49-03	Chamber of Commerce Dues	-			-
001-19-519-90-49-04	Puget Sound Regional Council	14,700.00			-
001-19-519-90-49-05	AWC Dues	14,900.00	4,057.79		4,057.79
001-19-519-90-49-06	Suburban Cities	4,000.00	2,940.00		2,940.00
001-19-519-90-49-07	National League of Cities	1,300.00			-
001-19-519-90-51-01	King County Election Costs	39,000.00		39,000.00	39,000.00
001-19-519-90-51-02	King County Voter Registration	30,200.00		30,200.00	30,200.00
001-19-519-90-51-03	Liquor Profits/Excise	3,800.00		4,292.40	4,292.40
001-19-519-90-51-04	Puget Sound Air Pollution Cont	-	13,929.00		13,929.00
001-19-519-90-51-05	Puget Sound Regional Council	-			-
001-19-519-90-51-06	Emergency Services	-			-
001-19-519-90-51-07	King County Animal Control	-			-
001-19-519-90-51-08	Eastside Transit	-	500.00		500.00
001-19-519-90-51-09	Animal Control	4,500.00			-
001-19-519-90-52-01	Library District Payments	1,904,800.00	952,593.30	952,593.30	1,905,186.60
001-19-519-90-53-00	Sales/Use Tax	-	(69.52)		(69.52)
001-19-519-90-53-01	King County Real Estate Tax	-	1,170.12		1,170.12
001-19-519-90-61-00	Land Purchases	-			-
001-19-519-90-64-01	Furniture & Equipment	-	13,497.88	5,000.00	18,497.88
001-19-519-90-64-02	Vehicles	-			-
001-19-519-90-64-03	Computer Hardware	-	18,154.52		18,154.52
001-19-519-90-64-04	Computer Software	-	2,660.01		2,660.01
001-19-519-90-64-05	Telephone System	-	8,913.45	1,000.00	9,913.45
001-19-519-90-64-06	Leasehold Improvements	-	16,860.10	5,000.00	21,860.10
001-19-519-90-79-01	Street Fund Principal	79,200.00			-
001-19-519-90-79-02	Street Fund Interest	1,600.00			-
001-19-519-90-90-02	Tax Anticipation Note Fund	2,214,600.00	400,995.05	951,683.31	1,352,678.36
001-19-596-90-64-07	Non-Capitalized Assets	-			-
	Total	4,734,843.00	1,723,409.26	2,079,291.01	3,802,700.27

**2000 BUDGET AMENDMENT WORKSHEETS
PUBLIC SAFETY DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PUBLIC SAFETY				
001-15-521-20-31-00	Office & Operating Supplies	1,000.00	1,309.11	436.37	1,745.48
001-15-521-20-34-00	Books & Maps	-	80.40	-	80.40
001-15-521-20-35-00	Small Tools & Minor Equipment	-	2,106.67	600.00	2,706.67
001-15-521-20-41-00	Professional Services	-	-	-	-
001-15-521-20-41-04	Copying	-	-	-	-
001-15-521-20-42-00	Communications	12,600.00	6,306.29	4,000.00	10,306.29
001-15-521-20-42-02	Postage	-	14.42	-	14.42
001-15-521-20-43-00	Travel	4,700.00	2,085.53	4,105.00	6,190.53
001-15-521-20-47-00	Utilities	-	-	-	-
001-15-521-20-48-00	Repair & Maintenance	-	139.56	100.00	239.56
001-15-521-20-49-00	Miscellaneous	-	-	-	-
001-15-521-20-49-01	Memberships	300.00	715.00	-	715.00
001-15-521-20-51-01	Police Service Contract	2,558,900.00	1,228,626.50	1,331,619.50	2,560,246.00
001-15-521-20-51-02	Laptop Replacement Fund	29,200.00	-	-	-
001-15-521-20-51-03	Jail Contract	30,000.00	5,899.54	29,335.96	35,235.50
001-15-521-20-64-01	Furniture & Equipment	11,500.00	15,998.42	4,300.00	20,298.42
001-15-521-20-64-02	Vehicles	-	-	-	-
001-15-521-20-64-03	Computer Hardware	-	-	-	-
001-15-521-20-64-04	Computer Software	-	-	-	-
		2,648,200.00	1,263,281.44	1,374,496.83	2,637,778.27

**2000 BUDGET AMENDMENT WORKSHEETS
PLANNING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PLANNING				
001-20-558-60-11-00	Salaries	181,260.00	202,064.30	97,200.00	299,264.30
001-20-558-60-21-00	Benefits	45,175.00	47,389.58	16,100.00	63,489.58
001-20-558-60-31-00	Office & Operating Supplies	2,700.00	8,240.35	2,000.00	10,240.35
001-20-558-60-31-01	Meeting Expense	-	400.00	100.00	500.00
001-20-558-60-32-00	Fuel	-	33.80		33.80
001-20-558-60-34-00	Books & Maps	4,000.00	657.34	500.00	1,157.34
001-20-558-60-35-00	Small Tools & Minor Equipment	150.00	3,611.66	1,000.00	4,611.66
001-20-558-60-41-00	Professional Services	-	10,269.74	3,000.00	13,269.74
001-20-558-60-41-02	Hearing Examiner	15,000.00	28,647.71	20,300.00	48,947.71
001-20-558-60-41-03	Clerical Services	3,000.00			-
001-20-558-60-41-04	Copying	-	5,250.37	1,500.00	6,750.37
001-20-558-60-41-05	Concurrency	10,000.00	7,089.22	2,000.00	9,089.22
001-20-558-60-41-06	Comp Plan	60,000.00		60,000.00	60,000.00
001-20-558-60-41-07	Newsletter	600.00			-
001-20-558-60-41-08	Lake Mgmt District	4,000.00		4,000.00	4,000.00
001-20-558-60-41-09	Aerial Mapping	18,000.00	18,708.72		18,708.72
001-20-558-60-41-11	Interim Staff	-	13,350.00		13,350.00
001-20-558-60-41-50	Developer: The Laurels	-	83,500.00	69,750.00	153,250.00
001-20-558-60-42-00	Communications	1,200.00	166.61	100.00	266.61
001-20-558-60-42-02	Postage	6,000.00	1,017.86	400.00	1,417.86
001-20-558-60-43-00	Travel	4,000.00	32.77	3,000.00	3,032.77
001-20-558-60-44-00	Advertising/Public Notices	15,000.00	241.20	1,000.00	1,241.20
001-20-558-60-48-00	Repair & Maintenance	-			-
001-20-558-60-49-00	Miscellaneous	100.00	1,707.64	500.00	2,207.64
001-20-558-60-49-01	Memberships	1,500.00	209.00	500.00	709.00
001-20-558-60-51-01	Samm Plat W & S District	30,000.00	9,083.37	5,000.00	14,083.37
001-20-558-60-51-02	King County DDES Contract	-	55,203.00	18,400.00	73,603.00
001-20-558-60-64-01	Furniture & Equipment	-			-
001-20-558-60-64-02	Vehicles	-			-
001-20-558-60-64-03	Computer Hardware	6,800.00	6,662.13	2,000.00	8,662.13
001-20-558-60-64-04	Computer Software	-			-
001-20-558-60-90-01	Interfund Payments E. R. & R	4,275.00			-
		412,760.00	503,536.37	308,350.00	811,886.37

**2000 BUDGET AMENDMENT WORKSHEETS
BUILDING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	BUILDING				
001-20-524-20-11-00	Salaries	235,605.00	94,915.59	60,000.00	154,915.59
001-20-524-20-21-00	Benefits	72,060.00	24,325.62	15,500.00	39,825.62
001-20-524-20-31-00	Office & Operating Supplies	3,600.00	1,754.96	870.00	1,754.96
001-20-524-20-31-01	Meeting Expense	-			
001-20-524-20-32-00	Fuel	5,000.00	1,065.58	525.00	1,590.58
001-20-524-20-34-00	Books & Maps	800.00	1,634.57	400.00	2,034.57
001-20-524-20-35-00	Small Tools & Minor Equipment	500.00	1,020.70	1,800.00	2,820.70
001-20-524-20-41-00	Professional Services	-	2,306.69	38,000.00	40,306.69
001-20-524-20-41-01	Plan Review Services	2,250,000.00	354,027.10	120,000.00	474,027.10
001-20-524-20-41-04	Copying	-	712.86	2,000.00	2,712.86
001-20-524-20-41-11	Interim Staff	-			-
001-20-524-20-42-00	Communications	-	1,041.79	675.00	1,716.79
001-20-524-20-42-02	Postage	-	5,470.60	1,824.00	7,294.60
001-20-524-20-43-00	Travel	4,200.00	718.50	550.00	1,268.50
001-20-524-20-48-00	Repair & Maintenance	1,000.00	171.31	1,200.00	1,371.31
001-20-524-20-49-00	Miscellaneous	100.00	7.59		7.59
001-20-524-20-49-01	Memberships	800.00		500.00	500.00
001-20-524-20-64-01	Furniture & Equipment	-			-
001-20-524-20-64-02	Vehicles	-	25,438.33		25,438.33
001-20-524-20-64-03	Computer Hardware	33,300.00	4,060.89	3,000.00	7,060.89
001-20-524-20-64-04	Computer Software	-			-
001-20-524-20-90-01	Interfund Payments E. R. & R	10,775.00		10,000.00	10,000.00
		2,617,740.00	518,672.68	256,844.00	774,646.68

**2000 BUDGET AMENDMENT WORKSHEETS
PARKS DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PARKS				
001-20-576-10-11-00	Salaries	46,800.00	27,054.00	14,340.00	41,394.00
001-20-576-10-21-00	Benefits	13,385.00	9,696.49	3,000.00	12,696.49
001-20-576-10-31-00	Office & Operating Supplies	900.00	172.72		172.72
001-20-576-10-31-01	Meeting Expense	-			-
001-20-576-10-32-00	Fuel	-	49.78		49.78
001-20-576-10-34-00	Books & Maps	-		100.00	100.00
001-20-576-10-35-00	Small Tools & Minor Equipment	-	99.50		99.50
001-20-576-10-41-00	Professional Services	-	22,438.88	40,000.00	62,438.88
001-20-576-10-41-04	Copying	-	370.32		370.32
001-20-576-10-42-00	Communications	1,000.00			-
001-20-576-10-42-02	Postage	-	811.49	1,000.00	1,811.49
001-20-576-10-43-00	Travel	1,200.00	616.57	1,000.00	1,616.57
001-20-576-10-48-00	Repair & Maintenance	-		1,000.00	1,000.00
001-20-576-10-49-00	Miscellaneous	100.00			-
001-20-576-10-49-01	Memberships	425.00	50.00		50.00
001-20-576-10-49-02	Parks Budget Allocation	254,135.00			-
001-20-576-10-51-01	Parks & Maintenance Contract	47,265.00	47,265.00	40,000.00	87,265.00
001-20-576-10-64-01	Furniture & Equipment	-			-
001-20-576-10-64-02	Vehicles	-			-
001-20-576-10-64-03	Computer Hardware	3,300.00	1,624.66	1,500.00	3,124.66
001-20-576-10-64-04	Computer Software	-			-
001-20-576-10-90-01	Interfund Payments E. R. & R	1,475.00			-
	Total	369,985.00	110,249.41	101,940.00	212,189.41

**2000 BUDGET AMENDMENT WORKSHEETS
ENGINEERING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	ENGINEERING				
001-40-532-10-11-00	Salaries	170,325.00	126,038.56	66,572.00	192,610.56
001-40-532-10-21-00	Benefits	55,160.00	30,378.89	12,306.91	42,685.80
001-40-532-10-31-00	Office & Operating Supplies	2,700.00	6,344.33	600.00	6,944.33
001-40-532-10-31-01	Meeting Expense	-	1,274.48	400.00	1,674.48
001-40-532-10-31-05	Meeting Meals Expense	-	159.77	200.00	359.77
001-40-532-10-32-00	Fuel	5,500.00	963.43	300.00	1,263.43
001-40-532-10-34-00	Books & Maps	500.00	1,336.03	500.00	1,836.03
001-40-532-10-35-00	Small Tools & Minor Equipment	1,500.00	8,869.02	200.00	9,069.02
001-40-532-10-41-00	Professional Services	10,000.00	18,368.57	-	18,368.57
001-40-532-10-41-02	Engineering Services	-	811.60	500.00	1,311.60
001-40-532-10-41-04	Copying	-	3,820.16	1,000.00	4,820.16
001-40-532-10-41-11	Interim Staff	-	20,040.18		20,040.18
001-40-532-10-42-00	Communications	7,200.00	1,027.54	300.00	1,327.54
001-40-532-10-42-02	Postage	-	3.20		3.20
001-40-532-10-43-00	Travel	2,100.00	3,177.93		3,177.93
001-40-532-10-48-00	Repair & Maintenance	1,500.00	192.67		192.67
001-40-532-10-49-00	Miscellaneous	100.00			-
001-40-532-10-49-01	Memberships	1,000.00	210.00		210.00
001-40-532-10-49-02	Misc: Vandalism Hampton Woods	-	(2,797.12)		(2,797.12)
001-40-532-10-64-01	Furniture & Equipment	-	8,852.17	500.00	9,352.17
001-40-532-10-64-02	Vehicles	40,000.00	-		-
001-40-532-10-64-03	Computer Hardware	3,700.00	19,321.90		19,321.90
001-40-532-10-64-04	Computer Software	-	3,520.44	1,000.00	4,520.44
001-40-532-10-90-01	Interfund Payments E. R. & R	11,575.00			-
	Total	312,860.00	251,913.75	84,378.91	336,292.66

**2000 BUDGET AMENDMENT WORKSHEETS
STREET FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct Dec	Amendment
101-40-532-30-11-00	Salaries	0.00	29,040.50	30,033.00	59,073.50
101-40-532-30-21-00	Benefits	0.00	7,491.95	4,667.00	12,158.95
101-40-542-30-31-00	Office & Operating Supplies	0.00	0.00	1,300.00	1,300.00
101-40-542-30-32-00	Fuel	0.00	0.00	1,400.00	1,400.00
101-40-542-30-34-00	Books & Maps	0.00	0.00	400.00	400.00
101-40-542-30-35-00	Small Tools & Minor Equipment	0.00	0.00	6,000.00	6,000.00
101-40-542-30-41-00	Professional Services	0.00	1,346.64	32,000.00	33,346.64
101-40-542-30-41-01	Snow Plowing Services	5,100.00	0.00		0.00
101-40-542-30-41-11	Interim Staff	0.00	0.00		0.00
101-40-542-30-42-00	Communications	0.00	0.00		0.00
101-40-542-30-42-02	Postage	0.00	0.00	100.00	100.00
101-40-542-30-43-00	Travel	0.00	0.00	1,000.00	1,000.00
101-40-542-30-47-00	Utilities	19,000.00	493.55		493.55
101-40-542-30-48-00	Repair & Maintenance	0.00	(59.68)	7,000.00	6,940.32
101-40-542-30-49-00	Miscellaneous	0.00	250.00	600.00	850.00
101-40-542-30-49-01	Memberships	0.00	0.00	500.00	500.00
101-40-542-30-51-01	Road Maintenance Contract	1,204,500.00	371,081.41	751,294.59	1,122,376.00
101-40-542-30-51-02	Traffic Contract	178,500.00	82,123.80	96,376.00	178,499.80
101-40-542-30-63-01	Pedestrian Improvements	250,000.00	19,279.04	430,720.96	450,000.00
101-40-542-30-63-02	Uncapitalized Street Signs	0.00	6,843.70		6,843.70
101-40-542-30-64-01	Furniture & Equipment	0.00	3,398.31		3,398.31
101-40-542-30-64-02	Vehicles	0.00	51,813.56		51,813.56
101-40-542-30-64-03	Computer Hardware	0.00	1,923.82		1,923.82
101-40-542-30-64-04	Computer Software	0.00	0.00		0.00
101-40-542-30-90-01	Interfund Transfer to General Fund	192,000.00	0.00		0.00
	TOTAL USES	1,849,100.00	538,494.15	1,328,691.55	1,867,185.70
	ENDING FUND BALANCE	1,516,170.00			1,711,987.30
	TOTAL STREET	3,365,270.00	538,494.15	1,328,691.55	3,579,173.00

**2000 BUDGET AMENDMENT WORKSHEETS
CAPITAL FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
301-00-594-00-61-01	Land Purchase	25,000.00	6,293.82	-	6,293.82
	Land Purchase	-		260,000.00	260,000.00
	Land Purchase	-		1,500,000.00	1,500,000.00
	City Hall Architectural Design	-	-	29,850.00	29,850.00
301-00-594-00-64-01	Park Improvements	375,000.00	245.00	60,000.00	60,245.00
301-00-594-76-64-01	Electrical - E. Sammamish Park	-	48,810.27		48,810.27
301-00-596-00-63-01	228th Phase I	-	61,832.73	500,000.00	561,832.73
301-00-596-00-63-02	228th Ave Phase IB Design	-	14,372.67	300,000.00	314,372.67
301-00-596-00-63-03	Street Light Improvements	-	-	7,000.00	7,000.00
	Samm. Plat. Corridor Study			80,000.00	80,000.00
	TOTAL CAPITAL	400,000.00	131,554.49	2,736,850.00	2,868,404.49
	ENDING FUND BALANCE	1,841,000.00			5,252,746.45
	TOTAL CAPITAL FUND	2,241,000.00			8,121,150.94

**2000 BUDGET AMENDMENT WORKSHEETS
SURFACE WATER MANAGEMENT FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
408-33-538-30-41-00	Professional Services	-	8,683.26	103,000.00	111,683.26
408-33-538-30-51-01	Surface Water Service Contract	287,490.00	68,934.77	220,000.00	288,934.77
408-33-538-30-53-00	B & O Tax	9,500.00	7,356.57	7,440.00	14,796.57
408-33-538-30-64-04	Computer Software	-	10,469.41	-	10,469.41
408-33-538-30-90-01	Transfer to General Government	84,000.00	-	-	-
408-33-538-30-90-02	Transfer to Street Fund	-	-	-	-
408-33-591-79-00-93	1993 Bond Principal	-	-	68,993.00	68,993.00
408-33-591-79-00-96	1996 Bond Principal	-	-	27,735.00	27,735.00
408-33-591-79-00-99	1999 Bond Principal	-	-	11,630.00	11,630.00
408-33-592-89-00-93	1993 Bond Interest	-	-	11,465.00	11,465.00
408-33-592-89-00-96	1996 Bond Interest	-	-	36,441.00	36,441.00
408-33-592-89-00-99	1999 Bond Interest	-	-	17,693.00	17,693.00
	TOTAL	380,990.00	95,444.01	504,397.00	599,841.01
	ENDING FUND BALANCE	623,010.00			582,383.24
	TOTAL SURFACE WATER MGMT	1,004,000.00	95,444.01	504,397.00	1,182,224.25

**2000 BUDGET AMENDMENT WORKSHEETS
TRAFFIC IMPACT FEE FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	Ending Fund Balance	4,950,000.00			458,243.78

**2000 BUDGET AMENDMENT WORKSHEETS
TAX ANTICIPATION NOTE FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
201-00-591-00-79-01	Line of Credit Principal	\$1,000,000.00	\$0.00	\$497,500.00	\$497,500.00
201-00-591-00-79-02	Land Note Principal	\$1,400,000.00	\$355,143.30	391,080.70	746,224.00
	TOTAL PRINCIPAL	\$2,400,000.00	\$355,143.30	\$888,580.70	\$1,243,724.00
201-00-591-00-81-01	Line of Credit Interest	\$47,000.00	\$0.00	34,175.37	34,175.37
201-00-591-00-81-02	Property Note Interest	\$67,600.00	\$45,851.75	\$28,927.24	\$74,778.99
	TOTAL INTEREST	\$114,600.00	\$45,851.75	\$63,102.61	\$108,954.36
	Ending Fund Balance	\$0.00			\$0.00
	TOTAL FUND	\$2,514,600.00	\$400,995.05	\$951,683.31	\$1,352,678.36

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:

Meeting Date: October 18, 2000

Resolution to Execute Fire Services Agreement with Eastside Fire and Rescue

Date Submitted: October 18, 2000

Originating Department: Administration

Action Required:

Approve Agreement

Clearances:

X Administration Police

 Public Works X Fire

 Building/Planning X Attorney

Exhibits:

- a) Resolution
- agreement for joint services operation

Committee: Public Safety

Budgeted Amount:

Summary Statement:

The members of the Eastside Fire and Rescue consortium desires to have the fire services agreement with the City of Sammamish to be in the same format as the current agreement with the consortium members (Cities of Issaquah and North Bend, and Fire Districts No. 10 and 38). As a result, the preamble to the fire services agreement (with the "Whereas" statements) earlier approved by the City of Sammamish has been removed from the agreement authored by the EFR Board. To replace the preamble language which set forth the City of Sammamish's fire services objectives, the attached resolution provides the description of the "Whereas" statements, together with language to authorize the City Manger to execute the revised fire services agreement. Furthermore, the EFR Board is recommending that the five-year term of the agreement be extended to seven years. The seven year period, therefore, would appropriately aligned with the terms and conditions of the settlement/fire services agreement with the City of Redmond/ District 34.

Recommended Motion:

The Sammamish City Council approve the Resolution to Execute the Fire Services Agreement with Eastside Fire and Rescue.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON; APPROVING THE INCLUSION OF THE CITY IN EASTSIDE FIRE & RESCUE, A JOINT OPERATION OF THE CITIES OF ISSAQUAH AND NORTH BEND AND KING COUNTY FIRE PROTECTION DISTRICT NOS. 10 AND 38; AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT AMENDMENT TO ACCOMPLISH THIS INCLUSION.

WHEREAS, King County Fire Protection District Nos. 10 and 38, and the Cities of Issaquah and North Bend, pursuant to RCW 35A.11.040 and 52.12.031 and interlocal agreement in conformance with RCW Chapter 39.34, have since January 1, 1999 operated a joint fire department, known as "Eastside Fire & Rescue"; and

WHEREAS, the City of Sammamish needs to provide its citizens with fire suppression, rescue, fire prevention and investigation, fire vehicle and facilities maintenance, public education and basic life support and administrative services, either through contract or through the establishment of its own fire department; and

WHEREAS, the City desires to provide its citizens with a level of fire and emergency medical protection that is equal to or better than the services currently provided to the City; and

WHEREAS, any contract for services must be based on a formula and budget that adequately funds the City's desired level of service and is equitable for all citizens that are served by the service provider; and

WHEREAS, the service delivery area surrounding the City cannot be negatively impacted by a contract for delivery of service to the City; and

WHEREAS, the City desires to be a partner with fire service providers in the region in order to obtain efficient and cost effective delivery of service and to maximize the use of fire and emergency medical protection personnel, materials, equipment, services and programs; and

WHEREAS, any contract for services must provide for appropriate interfacing and communication between the service provider and the City; and

WHEREAS, any contract for services must effectively plan for future fire and emergency medical operational services and capital funding; and

WHEREAS, the City has determined that the concerns and principles stated above can be met and fulfilled through participation in Eastside Fire & Rescue, in accordance with the Agreement Amendment authorized in this Resolution; NOW, THEREFORE

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

Section 1. The City Council approves the inclusion of the City of Sammamish in Eastside Fire & Rescue, a joint operation of King County Fire Protection District No. 10, King County Fire Protection District No. 38, the City of Issaquah and the City of North Bend, which is known and operated as "Eastside Fire & Rescue."

Section 2. The City Manager is authorized to sign the "City of Sammamish Amendment to Agreement for Joint Operation of Fire and Emergency Medical Services" attached as Exhibit A to this Resolution.

ADOPTED BY THE CITY COUNCIL ON OCTOBER ____, 2000

_____,
Mayor, Jack Barry

ATTEST:

_____,
Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 13, 2000

Passed by the City Council:

Effective Date:

**CITY OF SAMMAMISH AMENDMENT TO
AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AMENDMENT is entered into on this _____ day of August, 2000, by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington (hereinafter referred to as ADistrict 10@), KING COUNTY FIRE PROTECTION DISTRICT NO. 38, King County, Washington, (hereinafter referred to as ADistrict 38), the CITY OF NORTH BEND, Washington, (hereinafter referred to as ANorth Bend), the CITY OF ISSAQUAH, Washington (hereinafter referred to as AIssaquah@), and the CITY OF SAMMAMISH (hereinafter referred to as ASammamish@), all Washington municipal corporations.

RECITALS

A. District 10 and Issaquah have entered into a fire and emergency medical services joint operation agreement, entitled "Agreement for Joint Operation of Fire and Emergency Medical Services," and effective January 1, 1999 ("Agreement"); and

B. District 10, Issaquah and North Bend have entered into an amendment to the Agreement effective January 1, 1999, under which North Bend became a third party to the Agreement; and

C. District 10, Issaquah, North Bend and District 38 entered into an amendment to the Agreement effective January 1, 1999, under which District 38 became a fourth party to the Agreement ("First Amendment@"); now, therefore

AMENDMENT

In consideration of the mutual covenants and conditions contained in the Agreement and this Amendment, the parties agree as follows:

1. **Amendment of General Modification Paragraph of First Amendment.** Paragraph 2 of the First Amendment is amended to read as follows:

Except for paragraphs 5, 11 and 17 of the Agreement, all references to "City" in the Agreement and the First Amendment shall refer to Issaquah, North Bend and Sammamish. Except for paragraphs 5, 8, 9, 11, 12 and 17 of the Agreement, the references to "District" in the Agreement and the First Amendment shall refer to both District 10 and District 38. The term "parties" and the phrases "both parties" and "each party" in the Agreement and the First Amendment shall mean all five parties to this Amendment, and the phrase "either party" in the Agreement and the First Amendment shall mean any of the five parties to this Amendment.

2. **Amendment of Paragraph 1.1 of Agreement.** Paragraph 1.1 of the Agreement is amended to read as follows:

Definitions. . . . Fire Department" or AJoint Fire Department@ means the combined operating fire departments of the City and the District. The combined fire departments shall be known as "Eastside Fire & Rescue."

3. **Amendment of Paragraph 3 of First Amendment** (which amends paragraph 2 of the Agreement). Paragraph 3 of the First Amendment is amended to read as follows:

Term. This Agreement shall be effective on January 1, 1999, for District 10, District 38, Issaquah and North Bend, and upon the effective date of this Amendment for Sammamish, and shall continue until December 31, 2007, except as provided otherwise in paragraph 25.1. It shall be renewed automatically thereafter for successive one-year terms. Any party may terminate this Agreement at the end of the initial term or at the end of any one-year term by filing with the other parties a notice of termination three years prior to the termination date.

4. **Amendment of Paragraph 4 of the First Amendment** (which amends paragraph 3.2 of the Agreement). Paragraph 4 of the First Amendment is amended to read as follows:

Appointment. The Board of Directors shall consist of eight members, two of whom shall be appointed by the Issaquah City Council from among its members, two of whom shall be appointed by the District 10 Board of Fire Commissioners from among its members, two of whom shall be appointed by the Sammamish City Council from among its members, one of whom shall be appointed by the North Bend City Council from among its members, and one of whom shall be appointed by the District 38 Board of Fire Commissioners from among its members. The City Councils and the Board of Fire Commissioners also shall appoint from their respective members an alternate for each Board member. A City Council or Board of Fire Commissioners member may serve as an alternate for more than one Board member. The members of the Board shall serve at the pleasure of the City Councils and the Board of Fire Commissioners.

5. **Amendment of Paragraph 5 of Agreement.** Paragraph 5 of the Agreement is amended to read as follows:

Fire Chief and Assistant Fire Chief. Upon the effective date of this Agreement, the City fire chief shall be the initial Fire Chief and the District fire chief shall be the initial assistant fire chief of the Joint Fire Department. The initial Fire Chief and the initial assistant fire chief may be discharged or demoted only for cause. If the initial Fire Chief resigns or is discharged or demoted, the initial assistant fire chief, at his option, shall become the next Fire Chief and may be discharged or demoted only for cause. All subsequent Fire Chiefs shall be selected and discharged or demoted by a

majority vote of all members of the Board. The initial Fire Chief and his successors shall report to and be supervised by the Board. The Board shall conduct an evaluation of the performance of the Fire Chief on an annual basis, or more frequently if requested by the Board or Fire Chief. All other employees and reserves of the Joint Fire Department shall report to and serve under the direction of the Fire Chief.

6. **Amendment of Paragraph 6 of Agreement.** Paragraph 6 of the Agreement is amended to read as follows:

Budget. The Fire Chief shall prepare a proposed budget for a succeeding calendar year in a manner, format, time frame and budget content and under written procedures and a process as established by the Board of Directors. The proposed budget shall meet the service needs and requirements of this Agreement and Amendments and applicable requirements of laws and regulations for all parties. The Board shall consider the proposed budget and submit a recommended budget to the legislative bodies of the parties on or before September 1. The legislative bodies of the parties shall adopt a budget before the end of the calendar year in accordance with applicable laws and regulations. Upon recommendation of the Fire Chief, the Board may submit a recommended budget amendment to the legislative bodies of the parties, which may adopt a budget amendment in accordance with applicable laws and regulations.@

7. **Amendment of Paragraph 6 of First Amendment** (which amends paragraph 8 of the Agreement). Paragraph 6 of the First Amendment is amended to read as follows:

8.1 Financial Contribution of the Districts for 1999 and 2000. District 10 shall levy regular real property and emergency medical service taxes, as determined by the District 10 Board of Fire Commissioners, on taxable property located within District 10. District 38 shall levy the same taxes at the same rate as is levied by District 10; provided, that if District 38's maximum legal rate is less than District 10's rate, then District 38 shall levy the maximum legal rate. District 10 shall deposit taxes with the Board of Directors upon receipt, and District 38 shall deposit taxes with the Board of Directors in June and December; provided, that each District shall withhold from the taxes the amount necessary for operation of the District as a separate municipality. This necessary amount shall be set forth in a budget for the District adopted by the Board of Fire Commissioners before December 31 of each year. The budget for District 10 shall not exceed 1%, and the budget for District 38 shall not exceed 10%, of the respective District's contribution to the Board of Directors in the calendar year preceding the year in which the necessary amount is calculated, unless a higher percentage is approved by the Board of Directors. For the initial year of this Agreement (1999), the necessary amount shall be determined by the same percentages, but it shall be calculated on the actual total budgets of the respective districts for 1998. The percentage of the necessary amount to be withheld from each tax payment shall be determined by the Board of Directors. The Districts further

shall contribute to the Board of Directors all other revenue of the Districts including but not limited to, contract income, state taxes and other revenue.

8.2 Financial Contribution of the Districts for 2001 and Thereafter. In 2001 and thereafter, the Districts shall levy regular real property and emergency medical service taxes at the maximum rate allowed by law. The Districts shall endeavor to maintain or reach, as applicable, the maximum rate allowed by law. District 10 shall deposit taxes with the Board of Directors upon receipt, and District 38 shall deposit taxes with the Board of Directors in June and December; provided, that each District shall withhold from the taxes the amount necessary for operation of the District as a separate municipality. This necessary amount shall be set forth in a budget for the District adopted by the Board of Fire Commissioners before December 31 of each year. The budget for District 10 shall not exceed 1%, and the budget for District 38 shall not exceed 10%, of the respective District=s contribution to the Board of Directors in the calendar year preceding the year in which the necessary amount is calculated, unless a higher percentage is approved by the Board of Directors. The percentage of the necessary amount to be withheld from each tax payment shall be determined by the Board of Directors. The Districts further shall contribute to the Board of Directors all other revenue of the Districts including but not limited to contract income, state taxes and other revenue, but excluding revenue from bond proceeds for capital facilities and equipment.

8.3 Financial Contributions of the Cities for 1999 and 2000. For the initial year of this Agreement (1999), Issaquah shall contribute not less than the amount of the fire department budget as proposed by the Mayor in the 1999 City preliminary budget, plus all fire and emergency services related fees, mitigation and charges for building and land development. North Bend, and Issaquah for the years after 1999, shall contribute annually to the Board of Directors an amount equal to the District levy rate (per thousand dollars of assessed valuation) for regular real property taxes for the year in which the payment is made, multiplied by the total assessed value of taxable properties within the City limits, including new construction and utilities calculated on the same basis as the District. For the years after 1999, Issaquah shall contribute annually to the Board an additional amount for any additional services or increased level of services to be provided within Issaquah; provided, that the nature and extent of these services for the amount paid by Issaquah shall be determined by the Board. North Bend, and Issaquah for the years after 1999, shall also contribute annually to the Board all emergency medical service taxes and all other City fire department revenues, including, but not limited to, contract income, state taxes and other revenue, and all fire and emergency services related fees, mitigation and charges for building and land development. If the voters fail to approve the emergency medical service tax levy, the Cities shall contribute annually an amount equal to the amount of this tax in the last year of its collection. Issaquah shall pay the contribution to the Board of Directors in equal monthly installments, and North Bend shall pay the contribution to the Board of Directors in June and December of each year.

8.4 Financial Contributions of the Cities for 2001 and Thereafter. In 2001, Issaquah shall contribute a minimum of \$2,300,000, North Bend shall contribute a minimum of \$600,000 and Sammamish shall contribute an estimated amount of \$3,700,000. If District 10 is unable to collect \$6,140,000 or more in 2001 through regular real property taxes, Sammamish shall pay the difference between \$6,140,000 and the lesser amount collected by District 10 as an additional contribution on or before December 31, 2000 if the Board of Directors determines that the difference is needed to maintain appropriate levels of service. The amount of annual contribution for the Cities, and the amount of additional services contribution, if any, in 2002 and the years thereafter shall be determined by the Board of Directors concurrently with the budget process. On or before June 30 of each year, a revenue formula for the annual contribution of the parties to this agreement shall be developed and approved by a consensus of all of the members of the Board of Directors. The revenue formula shall take into account the parties as a whole and individually, considering at a minimum the following criteria: day/night population, call volume, assessed valuation, service area, response time and number of equivalent residential units. In addition, the Cities shall contribute annually all emergency medical service taxes, together with all other designated fire service or fire department revenues, including, but not limited to, contract income, state taxes and other revenue, and all fire and emergency services related fees, mitigation and charges for building and land development. If the voters fail to approve the emergency medical service tax levy, the legislative bodies of the Cities and Districts shall determine the amount of any additional contribution to replace all or a part of the emergency medical service tax levy, with corresponding reductions in service as necessary. The Cities shall pay the amounts in two equal bi-annual installments in June and December of each year.

8. **Amendment of Paragraph 13 of Agreement.** Paragraph 13 of the Agreement is amended to read as follows:

Property Ownership. All real and personal property that is acquired by either party prior to the effective date of this Agreement shall remain the property of that party; provided, that the Joint Fire Department shall have exclusive access to or control over the property. Each party shall file an inventory of this before-acquired property with the Board of Directors within 30 days of the effective date of this Agreement. All real and personal property acquired by the Board or either party pursuant to this Agreement shall be identified by the Board upon acquisition as joint or separate property, and shall be held in the name of the Joint Fire Department. Jointly owned property shall be assigned an equitable ownership percentage or ratio as determined by the Board. Upon termination of this Agreement, all separate property shall be returned to the owner; the net value of all jointly owned property shall be calculated, and each party shall receive or pay, as applicable, the total net amount to the other, in cash or jointly owned property. If the value of jointly owned property is disputed by either party, both parties shall jointly pay for and accept an independent appraisal of

the value of the property.

9. **Addition of Paragraph 26.** A new paragraph 26 is added to the Agreement to read as follows:

A26. Sammamish.

26.1 **Services.** Commencing January 1, 2001, Eastside Fire & Rescue shall provide to Sammamish, either through employees of the Joint Fire Department or by contract with a municipality that is not a party to this Agreement, those services as set forth in Paragraph 4. Sammamish shall pay for any contract amount over \$500,000 per year as an additional contribution in the same manner and at the same time as the basic annual contribution. As of January 1, 2001, there shall be three stations serving Sammamish, identified as station nos. 221, 222 and 223. These stations shall remain in operation and shall have at least nine fire fighters assigned among them at all times. If Sammamish desires additional services or determines it has special needs, then Sammamish and the Board of Directors shall enter into negotiations for such service enhancement and cost.

26.2 **Stations.** The remodeling of Station No. 221 shall be completed within the financial constraints of the District 10 1998 Bond Issue.

10. **Addition of Paragraph 27.** A new paragraph 27 is added to the Agreement to read as follows:

27. **Liaison/Administrator.** The Fire Chief shall assign one employee of the rank of Deputy Chief or Fire Marshal, or of a substantially equivalent rank if those ranks do not exist, to serve as a Fire Liaison/Administrator to each City and District. The chief administrative officer of the City or the Board of Commissioners of the District shall approve the respective fire liaison/administrator appointment. The fire liaison/administrator shall perform duties as requested by the City chief administrative officer or District board president, including but not limited to attendance at the respective City Council or Board of Commissioner meetings or City or District staff meetings; provided, that these duties shall not, in the opinion of the Fire Chief, interfere with or be disruptive to the overall operation and management of the Joint Fire Department.

11. **Addition of Paragraph 28.** A new paragraph 28 is added to the Agreement to read as follows:

28. **Financial Planning.** The Board of Directors shall prepare on or before September 30, 2001, a long-range (minimum ten-year) financial plan to fund both regional fire and emergency medical services and capital facilities and equipment. The financial plan shall: (1) evaluate the long-term debt financing options of facilities through voter-approved bond measures, (2) include a capital equipment/facilities

plan, (3) include an operational service funding strategy, and 4) be coordinated with the adjoining fire districts and cities. The Board of Directors shall update the plan annually.

12. **Addition of Paragraph 29.** A new paragraph 29 is added to the Agreement to read as follows:

29. Volunteers and Stations. The Board of Directors shall strive to assign within the jurisdiction of each party the number of volunteers requested by the party. The location of any new station shall be jointly approved by the Board of Directors and the legislative body of the party in which the station will be located.

13. **Effective Date.** This Amendment shall be effective on the date that it is signed by the last party.

14. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF ISSAQUAH

KING COUNTY FIRE DISTRICT NO. 10

By _____
Date _____

By _____
Date _____

CITY OF NORTH BEND

KING COUNTY FIRE DISTRICT NO. 38

By _____
Date _____

By _____
Date _____

CITY OF SAMMAMISH

By _____
Date _____

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:	Meeting Date: October 18, 2000
King County Fire District No. 10 Asset Distribution Agreement	Date Submitted: October 18, 2000
	Originating Department: Administration
Action Required:	Clearances:
Approve Agreement	<u> X </u> Administration <u> </u> Police
	<u> </u> Public Works <u> X </u> Fire
	<u> </u> Building/Planning <u> X </u> Attorney
Exhibits:	Committee: Public Safety
Agreement	

Budgeted Amount:

Summary Statement:

Upon the separation of a city from a fire district, the city is entitled to receive a proportionate share of the districts assets based on assessed valuation. The accompanying agreement acknowledges that Fire District No. 10 and the City of Sammamish shall determine the appropriate distribution of assets on or before December 31, 2000.

Recommended Motion:

The Sammamish City Council approve the Asset Distribution agreement with Fire District No. 10 and authorize the City Manager to sign the agreement.

**KING COUNTY FIRE PROTECTION DISTRICT NO. 10
AND CITY OF SAMMAMISH
ASSET PAYMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington ("District") and the CITY OF SAMMAMISH, Washington ("City"), both municipal corporations of the State of Washington.

RECITALS

- A. Pursuant to RCW 35.02.200, the District shall pay to the City--in cash, properties or contracts for fire protection services-- a percentage of the value of the District assets equal to the percentage of the value of the real property in the entire district lying within the City.
- B. The parties desire to enter into an agreement for asset payment that is equitable and flexible.
- C. The parties desire to establish a deadline for entering into an agreement for asset payment.

AGREEMENT

The parties agree as follows:

- 1. **Asset Payment.** On or before December 31, 2000, the District and the City shall enter into an agreement for the District's payment of asset value to the City pursuant to RCW 35.02.200.
- 2. **Effective Date.** This Agreement shall be effective on the date that it is signed by the second party.
- 3. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

CITY OF SAMMAMISH

FIRE PROTECTION DISTRICT NO. 10,
KING COUNTY, WASHINGTON

By _____
City Manager

By _____
Commissioner

Date: _____

By _____
Commissioner

By _____

Commissioner

By _____
Commissioner

By _____
Commissioner

Date: _____

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:

Meeting Date: October 18, 2000

EFR, Redmond, Sammamish Fire Service/Settlement Agreement

Date Submitted: October 18, 2000

Originating Department: Administration

Action Required:
Approve Agreement

Clearances:

X Administration Police

 Public Works X Fire

 Building/Planning X Attorney

Exhibits:
Agreement

Committee: Public Safety

Budgeted Amount:

Summary Statement:

In order to provide full fire and emergency medical service delivery for the City of Sammamish and settle the distribution of the assets with Fire District No. 34, the City and Eastside Fire and Rescue has negotiated the attached settlement/fire services agreement with the City of Redmond and District 34. This agreement provides for a method to resolve the distribution of assets with Fire District 34, together with the continuation of fire and emergency medical services in the north end of Sammamish by the City of Redmond over the next five years. Under the provisions of this agreement, the City of Sammamish will receive an up front credit for assets from District 34 in excess of \$2,000,000 which is being applied to the cost of fire services delivered by the City of Redmond. The agreement provides that Eastside Fire & Rescue shall pay to Redmond the sum of \$500,000 per year over a seven year period, payable in equal installments in June and December of each year. This amount essentially comes directly out of the \$3,700,000 the City of Sammamish is contracting with EFR for fire services in FY 2001. In addition, Sammamish shall pay to Redmond an additional \$40,000 on or before January 31, 2001 to conclude the financial obligation.

Recommended Motion:

The City Council approve the EFR, Redmond and Sammamish Fire Services/Settlement Agreement and authorize the City Manager to sign the agreement.

**FIRE SERVICES SETTLEMENT AGREEMENT
EASTSIDE FIRE & RESCUE, CITY OF SAMMAMISH, CITY OF REDMOND
AND KING COUNTY FIRE PROTECTION DISTRICT NO. 34**

THIS AGREEMENT is entered into between EASTSIDE FIRE & RESCUE (a joint operation of King County Fire Protection District No. 10, King County, Washington ("District 10"), the City of Issaquah, Washington, the City of Sammamish, Washington, the City of North Bend, Washington and King County Fire Protection District No. 38, King County, Washington), the CITY OF SAMMAMISH, Washington ("Sammamish"), the CITY OF REDMOND, Washington ("Redmond"), and KING COUNTY FIRE PROTECTION DISTRICT NO. 34, King County, Washington ("District 34").

RECITALS

A. District 10, District 34 and King County Fire Protection District No. 27 have provided fire protection and emergency medical services to a portion of Sammamish since its incorporation.

B. Sammamish has become a member of Eastside Fire & Rescue, which will provide fire protection and emergency medical services to Sammamish commencing January 1, 2001.

C. Commencing January 1, 2001, the parties to this Agreement desire to have Redmond provide fire protection and emergency medical services to the portion of Sammamish located within District 34 as of the effective date of this Agreement.

D. Sammamish, Redmond and District 34 desire to provide for asset transfer, as required under RCW 35.02.200, in accordance with this Agreement.

AGREEMENT

The parties agree as follows:

1. **Scope of Services.** Commencing January 1, 2001 and for the term of this Agreement, Redmond shall provide fire prevention, fire suppression, emergency medical, special rescue and hazardous materials incident response ("fire services") to the portion of Sammamish located within the area described in Exhibit A to this Agreement at the same service level that was provided prior to the effective date of this Agreement ("Agreement Date"). Eastside Fire & Rescue shall provide the first response to the area described in Exhibit B to this Agreement, unless its equipment is committed to other calls. If Eastside Fire & Rescue's equipment is committed to other calls, Redmond shall provide the first response to the area described in Exhibit B. Redmond shall provide backup response to the area described in Exhibit B so that fire services to such area are at the same service level that was provided prior to the Agreement Date. Redmond also shall operate and maintain all fire stations that are in operation on the Agreement Date in the areas described in Exhibits A and B ("District 34 area"), maintain the staff level for fire services delivered

to the District 34 area on the Agreement Date, and maintain the fire classification on the Agreement Date.

2. **Fire Investigation.** Eastside Fire & Rescue shall investigate fires in the District 34 area. Upon request of Eastside Fire & Rescue, Redmond shall assist in the investigation of fires in the District 34 area so that the investigation is carried out in substantially the same manner as an investigation in other areas of Redmond.

3. **Fire Liaison.** The Fire Chief of Redmond shall assign one employee of the rank of Deputy Chief or Fire marshal, or of a substantially equivalent rank if those ranks do not exist, to serve as a fire liaison/administrator to Eastside Fire & Rescue. The Board of Directors of Eastside Fire & Rescue shall approve the Fire Liaison/Administrator appointment. The fire liaison/administrator shall perform duties as requested by the Fire Chief of Eastside Fire & Rescue, including but not limited to attendance at Redmond and Sammamish city council meetings, Eastside Fire & Rescue Board of Director's meetings or Redmond, Sammamish and Eastside Fire & Rescue staff meetings; provided, that these duties shall not, in the opinion of the Redmond Fire Chief, interfere with or be disruptive to the overall operation and management of Redmond.

4. **Term.** This Agreement shall be effective from January 1, 2001 to December 31, 2007; provided, that if Eastside Fire & Rescue is dissolved or unable to provide the fire services under this Agreement after December 31, 2005, this Agreement shall be terminated, and Sammamish, Redmond and District 34 shall enter into negotiations to execute a new agreement with regard to fire services delivered after December 31, 2005 and the transfer of assets.

5. **Payment for Fire Services.** For the fire services delivered under this Agreement, Eastside Fire & Rescue shall pay to Redmond the sum of \$500,000 per year, payable in equal installments in June and December of each year. For the year 2001, Sammamish shall pay to Redmond an additional \$40,000 on or before January 31, 2001.

6. **Asset Transfer.** Sammamish and Redmond agree that the delivery of fire services by Redmond pursuant to this Agreement shall satisfy District 34's asset transfer obligations pursuant to RCW 35.02.200. During delivery of fire services, ownership of District 34's real and personal property used in delivering fire services ("District 34's assets") shall remain in District 34, and responsibility to maintain and replace District 34's assets shall remain in District 34. After delivery of fire services, ownership of District 34's assets shall remain in District 34.

7. **Responsibility for Delivery of Fire Services.** The parties understand that Redmond is obligated to provide the fire services pursuant to an agreement between Redmond and District 34. Redmond and District 34 shall be jointly and severally responsible to provide fire services regardless of any termination or amendment to the agreement between Redmond and District 34.

8. **Indemnification and Hold Harmless.** Redmond and District 34 shall protect, defend, indemnify and save harmless Eastside Fire & Rescue and its component agencies, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Redmond and District 34, and their officers, employees and agents, in performing this Agreement. Eastside Fire & Rescue and its component agencies shall protect, defend, indemnify and save harmless Redmond and District 34, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Eastside Fire & Rescue and its component agencies, and their officers, employees or agents, in performing this Agreement.

9. **Reports.** Redmond shall provide to Eastside Fire & Rescue and Sammamish upon request all data and reports prepared by Redmond regarding the fire services.

10. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three calendar days after the time of mailing if mailed by first class mail, postage prepaid.

11. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected.

12. **Entire Agreement -- Modification.** This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on any of the parties unless executed in writing by authorized representatives of all of the parties. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

13. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF ISSAQUAH

KING COUNTY FIRE PROTECTION
DISTRICT NO. 10

By _____
Date _____

By _____
Date _____

CITY OF NORTH BEND

By _____
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO. 38

By _____
Date _____

CITY OF SAMMAMISH

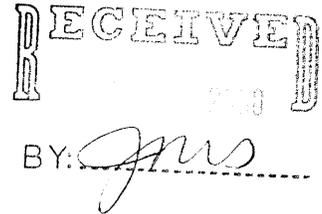
By _____
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO. 34

By _____
Date _____

CITY OF REDMOND

By _____
Date _____



September 29, 2000

Mr. Lee Haro
Senior Project Engineer
City of Sammamish
704 228th Avenue NE PMB #491
Sammamish, Washington 98053

SUBJECT: AMENDMENT NO. 1 TO CONTRACT, YEAR 2000 SCHOOL
SIDEWALK PROJECTS
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON
G&O #00537

Dear Mr. Haro:

Please find enclosed, two each partially executed contract/agreement amendments (no. 1) for furnishing construction management services for the above subject project. Our proposed increase in fees for this work is \$23,600, as further outlined in the attached amendments. Our proposed fees for construction management services are approximately 6% of the total construction cost. The scope of work and additional services as noted are based on our previous discussion of this matter (September 26, 2000 meeting).

We have initiated execution of the construction contracts, change order (additional work - Schedule "B"), and scheduling the preconstruction meeting. We will keep you posted of these activities as the project progresses. Should this amendment meet with the city's approval, please have the appropriate city official execute where noted and return a fully executed copy to the undersigned along with your formal authorization to proceed.

Very truly yours,

GRAY & OSBORNE, INC.

Timothy J. Osborne, P.E.

TJO/ts
Encl.

cc: Mr. Richard Thiel, P.E., City Engineer, City of Sammamish, w/encl.

CITY OF SAMMAMISH

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
AMENDMENT NO. 1

Whereas the City of Sammamish, hereinafter called the "City" and Gray & Osborne, Inc., Consulting Engineers, Seattle, Washington hereinafter called the "Engineer" entered into a Contract Agreement for Professional Engineering Services on July 3, 2000 for work related to the City's year 2000 **School Sidewalk Projects**, hereinafter called the "Project".

Whereas the City desires to amend this contract with Gray & Osborne, Inc. and authorize additional engineering services in conjunction with the Project. These additional services are further identified herein as Exhibit "A-1" (Scope of Work). Additional fees for this work shall be as identified in Exhibit "B-1". All additional work and fees shall be subject to the terms and conditions of the original agreement.

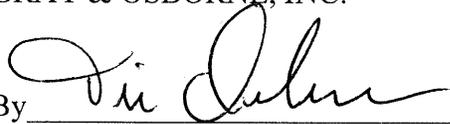
Exhibit "A" (Scope of Work) is hereby amended to include the additional work as shown in the attached Exhibit "A-1" (Scope of Work). Exhibit "B" (Fee Schedule) is hereby amended to include the additional cost as shown in the attached Exhibit "B-1".

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year written below.

CITY OF SAMMAMISH

GRAY & OSBORNE, INC.

By _____
(Signature)

By 
(Signature)

Name: _____
(Print)

Name: Tim Osborne, P.E.

Title: _____

Title: Vice President

Date: _____

Date: 9/29/00

EXHIBIT "A-1"

Scope of Work (Additional Construction Management Services)

1. Prepare and distribute construction contracts.
2. Schedule, conduct and/or participate in preconstruction conference. Prepare and distribute agenda for meeting. Prepare and distribute and minutes of meeting.
3. Augment city staff in providing inspection/observation services by providing limited review of contractor submitted payment vouchers, field observation/inspection services to include client contact, quality control review, preliminary and final punch lists, and final walk-thru with owner.
4. Review contractor provided survey mark.
5. Conduct submittal reviews on behalf of city for materials furnished for contract compliance.
6. Prepare and transmit relevant correspondence, prepare and recommend payment vouchers, review contractor inquiries, provide design interpretation, assist city in reviewing any contractor claims.
7. Conduct overall project management to include coordination with utility owners, city, contractor, and other affected agencies as required.
8. Conduct project closeout paperwork to include preparation of record drawings, Notice of Completion of Public Works Project, T.I.B. forms, etc.

EXHIBIT "B-1"

Fee Schedule (For Additional Services - See Exhibit "A-1")

Project: City of Sammamish Year 2000 School Sidewalk Projects

Note: Cost Breakdown for Additional Construction Management Services

<u>Discipline</u>	<u>Estimated Hours</u>	<u>Estimated Rate</u>	<u>Estimated Amount</u>
Principal/Project Manager	12	\$40	\$ 480
Project Engineer	80	\$30	\$2,400
Civil Engineer(s)	60	\$23	\$1,380
Technician	8	\$19	\$ 152
P.L.S.	4	\$28	\$ 112
Surveyor(s)	0	\$25	\$ 0
Resident Inspector (Part Time)	240	\$23	\$5,520
Subtotal Direct Salary Cost (DSC)			\$ 8,370.00
Indirect Salary Cost (overhead) @ 1.40 x DSC.....			\$11,718.00
Subtotal Labor Cost			\$20,088.00
Fee @ 15%.....			\$ 3,013.20
Reimbursables.....			\$ 498.80
Travel @ 900 miles @ \$0.32/mile = \$288.00			
Photos, Daily Reports, Printing, etc. = \$210.80			
GRAND TOTAL			\$23,600.00

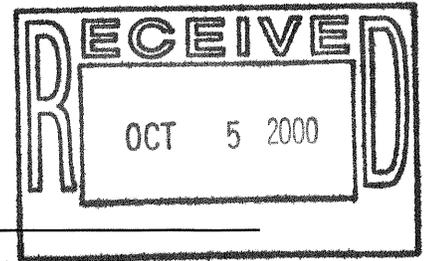
Prepared by: 
Timothy J. Osborne, P.E.

Date: 9/29/00

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX



October 5, 2000

Hand Delivered in duplicate to City Clerk

Mr. David Sawyer and City Council Members
City of Sammamish – Planning Dept., Manager and Council Members
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Hardship exemption request - Tax Parcel #124010-0140.

Dear Mr. Sawyer and Council Members,

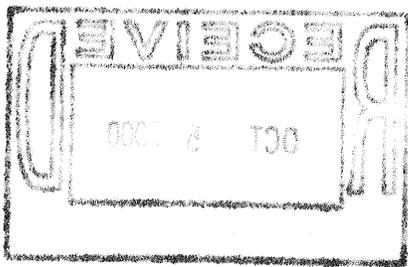
I understand from the September 6, 2000 City Council meeting that my request for a Hardship exemption from the Building moratorium failed, due to an even vote, (3 in favor and 3 opposed) in the voting of council members. (There were only six (6) of the seven (7) council members present.) However at this meeting I was told that I could again, request that the council consider this hardship exemption. After almost a month and my efforts to contact some of the council members have only been partially successful, I need to resolve my position with the City of Sammamish on this issue.

I hereby request to be included in the October 18, 2000 City Council meeting agenda and am requesting a "Hardship Exemption" be granted to me on the above referenced Property.

I'm providing to the City Clerk two copies of information, including this letter, for all council members to review in their "Council packet".

Copies attached: - Letter from me to Mr. Sawyer dated 8/7/00.
-Letter from me to Mr. Sawyer and Council members dated 8/31/00.
-Some of the Sammamish Plateau Water and Sewer Districts Water Allocation Applications and letters dated 2/22/98, 2/8/99, 6/14/99 & 5/22/00.
-Copy of the City of Sammamish, Washington Ordinance No. 02000-51 that was given to me and explained by Matt Mathes (see letter to Mr. Sawyer dated 8/7/00 attached)

I received the impression at the City Council meeting 9/6/00 that some of the council members didn't think that I had enough of a "Hardship" financially, to vote in favor of this exemption. I left feeling that I didn't justify that there was a "large enough" financial setback to me above and beyond the \$5,250.00 I paid to the Sammamish Plateau Water District. (Please keep in mind that I would not have paid one dollar (\$1.00) if Mr. Mathes, the City's Planning representative, had told me I could not proceed.)



James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

So, to those of you whom demand that I need to have spent more than that to approve this exemption, I itemize the following actual expenditures:

\$5,000.00 paid to: NE Sammamish Sewer Dist.
(To annex into their district for sewer service)
\$3,729.00 paid to: Crones and Associates Surveyors
(To begin survey and Topo. Work on property)
\$ 550.00 paid to: Tri State Engineering
\$1,850.00 paid to: Crane design

(Its more than the money really, it's the principal of what was represented to me.)

In addition to the already spent money listed here, I have committed to sell a parcel of land in Pierce County that I otherwise wouldn't have needed to sell. I have also agreed to sell a half interest in a Residential property on Herron Island. I feel (as a Real Estate Agent of over 20 years), I have sold these properties under value slightly and am leaving approximately \$20,000.00 "on the table". In other words I shorted myself and committed to sell based on the representations made to me by the city of Sammamish. If I break my commitments to sell, the purchasers can sue me. If I go forward and close, I could now be doing it and loosing money for no reason, except to recover monies I have expended on a property that I will surely loose the water rights to, for a multi-lot development. I've been put in a "Lose/Lose" situation if this hardship is not granted.

This matter involves more than just myself however. After receiving the "go ahead" from your planning departments representative Mr. Mathes, I borrowed \$10,000.00 from my parents to begin paying for some of the initial expenses. This is a lot of money for a retired couple with fixed incomes. And this whole situation makes for a very uncomfortable family setting going into the Holiday season and all.

"Time is of the essence", and I need to make some tough decisions right away about what to do next in several areas. Not only does this affect my life, but also other people that are now involved simply because of the City's representation to me.

Three last points that I would like to make:

First, the Approx. 4.86 acres that we're dealing with here are Zoned R-6, allowing up to 6 units per acre. I only have a maximum of ten (10) total water units available and will optimally use the Short-subdivision Maximum of nine (9), probably one or two less than that to best layout the plat. This is not the large or high-density type of developments that the moratorium is trying to get a handle on! (1.85 units/Ac.)

Second, the verbiage of the Ordinance creating this Moratorium as follows:
"Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship." This is certainly an "unusual hardship" if you cannot agree that it is unreasonable hardship. It's still a Hardship!

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

Third, let me stress that I am not in a hurry to develop. This is a process that I am not totally familiar with and I want to go through it very consciously and carefully working with your planning department. I don't care if it takes a year or two to get out of the moratorium, I just don't want to lose the water by just having to let them expire because I am a "victim of timing" as Mr. Sawyer called me.

I thank each of you for your efforts to understand my position in this matter.

Thank You,


James Guse

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

August 7, 2000

Sent certified

Mr. David Sawyer
City of Sammamish – Planning Dept., Manager
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Prior phone conversation about subdividing Tax Parcel #124010-0140 .

Dear Mr. Sawyer,

After our phone conversation last week you asked me to send you a letter requesting "interpretation" as you put it, on the develop ability of my above described parcel. During and after our phone call I'm still asking myself "WHY?". Why should I have to write at all? I felt and still feel that I did exactly what I should have done prior to spending any monies for the water rights by checking in at the City and speaking to its representative. You however, have left me feeling that the development of my property "may" not be allowed due to a "gray area" as you call it.

Here's a summary just to recap some of my conversation with you and fill in some of the gaps. I had indicated to you that I had gone in and visited with your planner Matt Mathes at your offices after receiving notification that the water district had allocated to me up to ten (10) units of water. I wanted to see if there were any concerns on subdividing my approximate 4.86 acres before actually going in to pay for the water rights at the district. Matt indicated to me that I could proceed within the terms of the "Moratorium Ordinance" based on the "Section 3, h." exemption because I had water and I had applied for water through the allocation process prior to August 25, 1999. The only concern he pointed out was that I would have to wait for the lapsing (after six months) of my water Certificate's and then renew them with the water district but that the City would then accept a subdivision application three months into the renewal (Approx. nine months from issuance of water Cert.'s) so as to avoid my losing the fees for water and the City of Sammamish could avoid litigation against them by other party's like myself. He further indicated to me that it was the city's position to buy some time with this process and that by then the moratorium might be lifted anyway. I asked for a copy of the printed Ordinance and that he point it, (Section 3,h.) out to me. He provided me a copy of the signed ORDINANCE NO. 02000-51, and we reviewed it clearly going over the Three (3) requirements again discussing how the renewal of the moratorium was likely this time (in August) and possibly for one more six month extension but after that, (a little over a year) the moratorium would probably be lifted. He indicated that I would possibly be gaining only a few months because of the way I would be deferred for about nine months by the City using the "Section 3,h.". I indicated to him that I was not in a rush but that I did want to secure the water rights provided I could proceed at sometime in the future before they expired. He said I could.

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

I also checked at the Water district before going to your offices and confirmed that the water Certificates can only be extended one time. When they are approved by their board and issued they are good for only six (6) months from that date with the allowance of only one extension. After further checking I've been told that I will lose the monies I've paid to them and the water rights I've been awarded if I cannot proceed with a development application within the year after their initial issuance. This will greatly effect the value of my property if I loose the rights to the water and the develop ability! (Not to mention the money paid to the water district.)

So, after some discussion with you on the definitions and interpretations surrounding this moratorium and what proposed changes may or may not effect me, you admitted that "interpretive changes were made" at a closed meeting called a "workshop" that provides no public involvement, no notice to the effected property owners with apparently no record keeping of the meeting or what was covered or even who was there. The only solid answer I got from you was that I was "a victim of timing" simply because I didn't get an application in before the 19th of July 2000. (I did not submit one because I relied on Matt's instructions "not to submit an application until at least after the initial expiration of the water certificates").

Being this "victim of timing" as you call it does not sit well with me as I think you can gather. However, I'm doing as you requested of me by writing to get a "definitive interpretation" as to where I stand.

Mr. Sawyer, you indicated to me that you felt now, (after the "workshop" meeting) the only way I could proceed is as a "Hardship". Well, I can say this for sure. My situation with regards to the develop ability of the property referred to in this letter is a hardship now, if for no other reasons because of the representation made to me by the City of Sammamish, (Matt) that I relied upon and then paid for water Cert.'s. Based on that representation.

I would like to be formally notified of the upcoming City Council meeting in August (where, when & agenda of meeting) as soon as possible so that I can make arrangements for my attorney and I to be present and heard regarding my unique situation.

If there is something else that I should do or know now or in the near future that would have any effect on me, this property or its develop ability, please contact me immediatly on my direct cellular # (206) 650-0731 or write to me at the above address. I can be faxed at (253) 859-1383.

Thank You,

James Guse

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

August 31, 2000

Hand Delivered (due to short deadline)

Mr. David Sawyer and City Council Members
City of Sammamish – Planning Dept., Manager and Council Members
740 228th Ave N.E., P.M.B. #491
Sammamish, WA 98503

RE: Subdividing Tax Parcel #124010-0140.

Dear Mr. Sawyer and Council Members,

After receiving (finally) your letter by FAX on August 28th regarding the upcoming Council meeting and our brief phone conversation yesterday, I'm providing to the City Clerk copies of some information for their review in the "Council packet".

I hereby request to be included in the September 6th, 2000 City Council meeting agenda and am requesting a "Hardship Exemption" be granted to me on the above referenced Property.

Copies attached: Letter from me to Mr. Sawyer dated 8/7/00.

Some of the Sammamish Plateau Water and Sewer Districts Water Allocation Applications and letters dated 6/22/98, 2/8/99, 6/14/99 & 5/22/00.

Copy of the City of Sammamish, Washington Ordinance No. 02000-51 that was given to me and explained by Matt Mathes (see letter to Mr. Sawyer dated 8/7/00 attached)

Let me just say to you Mr. Sawyer, and to the Honorable Council Members that I have began processes with Engineers, Designers, Surveyors and various Utility Companies & Districts. I have also begun selling other property I have as well as making other financial preparations with lenders & partners to commence the planning & ground work for subdividing my 4.85 Acres, Zoned R-6 into 7 to 10 single family lots. Not to mention the Real Estate Agents/Brokers and their clients negotiating in "Good Faith". All of this, to be simply set aside, (at my expense, inconvenience and possible liability) because a representation that was made to me clearly by a City employee can be reinterpreted, redefined or changed at the next council meeting or even private staff ("workshop") meeting! This does not seem right!

James A. Guse

PO Box 4184
Kent WA 98032

(253) 859-1383 Office and FAX

Mr. Sawyer, I once again am responding to you in the format that you have suggested and the City Council and its Ordinance has provided, however I am not pleased. I do so under protest and explicitly reserve the right to object to this process and/or litigate its outcome.

If there is something else that I should do or know now or in the near future that would have any effect on me, this property or its develop ability, please contact me immediately on my direct cellular # (206) 650-0731 or write to me at the above address. I can be faxed at (253) 859-1383.

Thank You,

James Guse



SAMMAMISH PLATEAU

231 Supply C/P
225 Sid Posters

WATER AND SEWER DISTRICT

June 22, 1998

Guse & Associates
James A. Guse, DBA
P.O. Box 4184
Kent, WA 98032

Re: Application for June 1998 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On June 15, 1998 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 671.5 Equivalent Residential Units ("ERUs") available for allocation. The District received 104 applications representing 1577.5 ERUs.

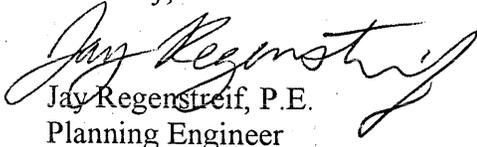
Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 104, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 38, was in the number 90 position. Unfortunately, the ERUs available for allocation were requested by projects in positions through 25. Your project has been placed on the waiting list in the order established during the Allocation. The June 1998 Allocation results are provided.

If any projects for which water supply was made available through the June 1998 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on October 12, 1998. Applications are due by 4:30 p.m. on October 8, 1998. An October 1998 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,


Jay Regenstein, P.E.
Planning Engineer

june98noallocation/98-06-53

Feb 4th 39 ERU's
Deadline

C/P

**JUNE, 15 1998 --- WATER ALLOCATION APPLICATION
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY
AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT**

PROJECT NAME: _____

APPLICANT (<i>James Abuse</i>)		APPLICANT'S AGENT	
Name: <i>Cause Associates DBA</i>		(OPTIONAL INFORMATION)	
Designate Applicant Status <input type="checkbox"/> Corporation, <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture, <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC, <input type="checkbox"/> Other: _____		Name:	
Address: <i>PO Box 4184</i>		Address:	
<i>Kent WA 98032</i>		<i>N/A</i>	
Telephone: <i>(206) 650-0731</i>		Telephone:	
Fax: <i>(253) 859-1383</i>		Fax:	
Is Applicant the Property Owner: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No If No: OWNER		Name:	
Name:		Address: <i>N/A</i>	
Address: <i>Same as Above</i>		Telephone:	
Telephone:		Fax:	
Fax:		APPLICANT'S ENGINEER	
		(OPTIONAL INFORMATION)	
		Name:	
		Address:	
		Telephone:	
		Fax:	
		PRIMARY CONTACT	
Telephone: "		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer	
Fax: "		(Allocation Information will be sent to Applicant)	

PROPERTY INFORMATION

Tax Lot Number(s): <i>124010 0140</i>	Attach legal description
Property Size: <i>486 AC</i>	Property Zoning: <i>R-6</i>

APPLICATION DEADLINE = JUNE 11, 1998, 4:30 PM
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only _____	Date/Time Received _____	Water allocation Identification No. _____
Legal Description Attached _____	ERUs Requested _____	Applicant and Owners Signed _____

1478

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
WATER ALLOCATION APPLICATION**

C/P

PROJECT INFORMATION

Project Name: <u>Sammamish Plateau Estates</u>						
Description of Proposed Project: <u>Plat of Single Family Residence</u>						
Certificate Requested: <input type="checkbox"/> Building Permit; <input type="checkbox"/> Short Subdivision <input checked="" type="checkbox"/> Preliminary Plat; <input type="checkbox"/> Rezone; <input type="checkbox"/> Other						
Calculation of Equivalent Residential Units (ERUs)						
Meter Size	3/4" -	1"	1-1/2"	2"	3"	4"
ERUs/meter	1	2.5	5	8	16	25
# Domestic Meters	<u>(9)X</u>					
# Irrigation Meters						
ERUs Requested, <u>including</u> current water/sewer customers:				<u>WATER</u>	SEWER	
				<u>9</u>	_____	
Does Property currently receive service from the District?				YES / <u>NO</u>	YES / NO	
*Minimum ERUs that would be Acceptable:				<u>4</u>	_____	
*(To be used if there are not enough ERUs available to satisfy the entire request.)						

The following terms and conditions, including all other District Resolutions, policies and procedures, apply to this Water Allocation Application to the District for Certificates of Water and/or Sewer Availability and associated Developer Extension Agreement, if required by District, and/or water service:

1. This application is valid only for the Water Allocation identified on the first page of this application, and no subsequent Water Allocations.
2. This application is valid only for the real property referenced on this application.
3. This application is not transferable or assignable to any party.
4. The District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations King County or any other governmental agency necessary before the applicant can utilize the utility service which is the subject of this application.
5. The District's receipt of this application creates no contractual relationship between the District and the applicant, and the receipt of this application does not imply or guarantee that water and/or sewer Developer Extension Agreements and/or Certificates of Availability will be approved and issued by the District. District reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished or lack of supply, and/or demand considerations.

APPLICANT: _____ (if not the Owner of the Property which is the subject of this application.) Name: _____ Signed: _____ Its: _____ Date: _____	OWNER: <u>James A. Buse</u> Name: _____ Signed: <u>James A. Buse</u> Its: _____ Date: <u>6-10-98</u>
---	--

District Use Only _____ **Water allocation Identification No.** _____



SAMMAMISH PLATEAU

C/P

February 8, 1999^C E 1 9 A 8

WATER AND SEWER DISTRICT

Guse & Associates
James A. Guse
PO Box 4184
Kent, WA 98032

Re: Application for February 1999 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On February 8, 1999 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 57 Equivalent Residential Units ("ERUs") available for allocation. The District received 114 applications representing 579 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 114, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 31, was in the number A68 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A10. Your project has been placed on the waiting list in the order established during the Allocation. The February 1999 Allocation results are provided.

If any projects for which water supply was made available through the February 1999 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on June 7, 1999. Applications are due by 4:30 p.m. on June 3, 1999. A June 1999 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,


Jay Regensstreif, P.E.
Planning Engineer

feb99noallocation/99-02-30

9/P

District Use Only Water Allocation ID No.

FEBRUARY 8, 1999 --- WATER ALLOCATION APPLICATION
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY
AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT

PROJECT NAME:

APPLICANT		APPLICANT'S AGENT	
Name: <i>Guse & Assoc. (James A. Guse D.B.A.)</i>		(OPTIONAL INFORMATION)	
Designate Applicant Status		Name:	
<input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership		Address:	
<input type="checkbox"/> Joint Venture, <input checked="" type="checkbox"/> Sole Proprietorship		. <i>N/A</i>	
<input type="checkbox"/> LLC, <input type="checkbox"/> Other: _____		Telephone:	
Address: <i>PO Bx 4184</i>		Fax:	
<i>Kent WA 98032</i>		APPLICANT'S ENGINEER	
Telephone: <i>206 650-0731 Cell</i>		(OPTIONAL INFORMATION)	
Fax: <i>253 859-1383 Ph/FAX</i>		Name:	
Is Applicant the Property Owner: Yes/No		Address:	
If No: <u>OWNER</u>		. <i>N/A</i>	
Name:		Telephone:	
Address: <i>Same as Above</i>		Fax:	
Telephone: <i>''</i>		PRIMARY CONTACT	
Fax: <i>''</i>		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer	
(Allocation Information will be sent to Applicant).			

PROPERTY INFORMATION

Tax Lot Number(s): <i>124010 0140</i>	Attach legal description
Property Size: <i>4.86 AC</i>	Property Zoning: <i>R6</i>

APPLICATION DEADLINE = February 4, 1999, 4:30 PM
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only	Date/Time Received <i>2/11/98 12:50</i>	Order Received/Project ID No. <i>31</i>
Legal Description Attached <input checked="" type="checkbox"/>	ERUs Requested <input checked="" type="checkbox"/>	Applicant and Owners Signed <input checked="" type="checkbox"/>

Richard ^{Thomas} will provide Topo

C/P

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
WATER ALLOCATION APPLICATION - FEBRUARY 8, 1999**

PROJECT INFORMATION

Project Name: <u>Sammamish Plateau Estates</u>						
Description of Proposed Project: <u>Plat of Single Family Residences</u>						
Certificate Requested: <input type="checkbox"/> Building Permit; <input type="checkbox"/> Short Subdivision <input type="checkbox"/> Preliminary Plat; <input type="checkbox"/> Rezone; <input type="checkbox"/> Other						
Calculation of Equivalent Residential Units (ERUs)						
Meter Size	3/4"	1"	1-1/2"	2"	3"	4"
ERUs/meter	1	2.5	5	8	16	25
# Domestic Meters	<u>(9)x</u>					
# Irrigation Meters						
Does Property currently receive District service?	WATER YES / <u>(NO)</u>			SEWER YES / NO		
	TOTAL	NEW	EXIST	TOTAL	NEW	EXIST
ERUs Requested	9	9				
*Minimum ERUs that would be Accepted:	4	4				
*(To be used if there are not enough ERUs available to satisfy the entire request.)						

The following terms and conditions, including all other District Resolutions, policies and procedures, apply to this Water Allocation Application to the District for Certificates of Water and/or Sewer Availability and associated Developer Extension Agreement, if required by District, and/or water service:

1. This application is valid only for the Water Allocation identified on the first page of this application, and no subsequent Water Allocations.
2. This application is valid only for the real property referenced on this application.
3. This application is not transferable or assignable to any party.
4. The District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations King County or any other governmental agency necessary before the applicant can utilize the utility service which is the subject of this application.
5. The District's receipt of this application creates no contractual relationship between the District and the applicant, and the receipt of this application does not imply or guarantee that water and/or sewer Developer Extension Agreements and/or Certificates of Availability will be approved and issued by the District. District reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished or lack of supply, and/or demand considerations.

APPLICANT: _____ (if not the Owner of the Property which is the subject of this application.) Name: _____ Signed: _____ Title: _____ Date: _____	OWNER: <u>James A. Guse</u> Name: _____ Signed: <u>James A. Guse</u> Title: _____ Date: <u>12/14/98</u>
---	---



SAMMAMISH PLATEAU

c/p

WATER AND SEWER DISTRICT

June 14, 1999

Guse & Associates
James Guse
PO Box 4184
Kent, WA 98032

Re: Application for June 1999 Water Allocation for Tax Parcel 124010-0140

Dear Mr. Guse:

On June 7, 1999 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 35 Equivalent Residential Units ("ERUs") available for allocation. The District received 131 applications representing 495.4 ERUs.

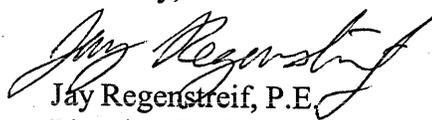
Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 131, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 99, was in the number A23 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A13. Your project has been placed on the waiting list in the order established during the Allocation. The June 1999 Allocation results are provided.

If any projects for which water supply was made available through the June 1999 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on October 11, 1999. Applications are due by 4:30 p.m. on October 7, 1999. An October 1999 Allocation application is enclosed.

If you have any questions on this process or efforts by the District to obtain additional water supply, please contact our office.

Sincerely,


Jay Regenstreif, P.E.
Planning Engineer

june99noallocation/99-06-59

C/P

District Use Only Water Allocation ID No.

WATER ALLOCATION APPLICATION APPLICATIONS DUE JUNE 3, 1999 / ALLOCATION HELD JUNE 7, 1999

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER AND SEWER CERTIFICATES OF AVAILABILITY AND ASSOCIATED DEVELOPER EXTENSION AGREEMENT

PROJECT NAME:

APPLICANT		APPLICANT'S AGENT (OPTIONAL INFORMATION)	
Name: <u>Guse & Assoc.</u>		Name:	
Designate Applicant Status <input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture, <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC, <input type="checkbox"/> Other: _____		Address:	
Address: <u>P.O. Box 4184</u>		<u>N/A</u>	
<u>Rent, WA 98032</u>			
Telephone: <u>(906) 650-0731</u>		Telephone:	
Fax: <u>(253) 859-1383</u>		Fax:	
APPLICANT'S ENGINEER (OPTIONAL INFORMATION)		Name:	
Is Applicant the Property Owner: Yes/No If No: <u>OWNER</u>		Address:	
Name:		<u>N/A</u>	
Address: <u>Same as above</u>			
Telephone:		Telephone:	
Fax:		Fax:	
PRIMARY CONTACT		Name:	
Telephone: <u>"</u>		Address:	
Fax: <u>"</u>		Telephone:	
		Fax:	
		<input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agent, <input type="checkbox"/> Engineer (Allocation Information will be sent to Applicant)	

PROPERTY INFORMATION

Tax Lot Number(s): 124010 0140 Attach legal description
 Property Size: 4.86 Property Zoning: P-6
Lot 29 Burke & Farrars Kirkland #17 Unrec, S 1/2 of SE 1/4 of NE 1/4 of SW 1/4,

APPLICATION DEADLINE = June 3, 1999, 4:30 PM STR 28-25-06,
1510 - 228th Ave SE, Issaquah, WA 98029 - (425) 392-6256 less 30 ft.

Application Form including Number of requested ERUs, Legal Description, and Applicant Signature and Owner Signature (if Applicant is not the Owner) are all required to be considered a complete application.

District Use Only	Date/Time Received <u>6/2/99</u>	Order Received/Project ID No. <u>99</u>
Legal Description Attached	ERUs Requested <u>✓</u>	Applicant and Owners Signed <u>✓</u>

C/P

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
WATER ALLOCATION APPLICATION - JUNE 7, 1999

PROJECT INFORMATION

Project Name: Sammamish Plateau Estates
 Description of Proposed Project: Plot of single Family Residences

Certificate Requested: Building Permit; Short Subdivision Preliminary Plat;
 Rezone; Other

Calculation of Equivalent Residential Units (ERUs)

Meter Size	3/4"	1"	1-1/2"	2"	3"	4"
ERUs/meter	1	2.5	5	8	16	25
# Domestic Meters	9					
# Irrigation Meters						

Does Property currently receive District service?
Per Cert. from 6/10/99 - Permit applied for 4/27/99

	WATER YES / (NO)			SEWER YES / (NO)		
	TOTAL	NEW	EXIST	TOTAL	NEW	EXIST
ERUs Requested		9	1*		NE	
*Minimum ERUs that would be Accepted:		9				

*(To be used if there are not enough ERUs available to satisfy the entire request.)

The following terms and conditions, including all other District Resolutions, policies and procedures, apply to this Water Allocation Application to the District for Certificates of Water and/or Sewer Availability and associated Developer Extension Agreement, if required by District, and/or water service:

1. This application is valid only for the Water Allocation identified on the first page of this application, and no subsequent Water Allocations.
2. This application is valid only for the real property referenced on this application.
3. This application is not transferable or assignable to any party.
4. The District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations King County or any other governmental agency necessary before the applicant can utilize the utility service which is the subject of this application.
5. The District's receipt of this application creates no contractual relationship between the District and the applicant, and the receipt of this application does not imply or guarantee that water and/or sewer Developer Extension Agreements and/or Certificates of Availability will be approved and issued by the District. District reserves the right to discontinue processing applications at any time without prior notice for any reason, including limited, diminished or lack of supply, and/or demand considerations.

APPLICANT: _____ (if not the Owner of the Property which is the subject of this application.) Name: _____ Signed: _____ Title: _____ Date: _____	OWNER: <u>James A. Guse</u> Name: _____ Signed: <u>James A. Guse</u> Title: _____ Date: <u>6/2/99</u>
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SAMMAMISH P L A T E A U

C/P

WATER AND SEWER DISTRICT

May 22, 2000

Guse & Associates
James A. Guse
PO Box 4184
Kent, WA 98032

RE: Water Allocation Opportunity for Sammamish Plateau Estates
Tax Lot(s) 124010-0140

Dear Mr. Guse:

On February 7, 2000 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Sammamish Plateau Estates project. There were 163 Equivalent Residential Units ("ERUs") available for allocation. The District received 139 applications representing 610.9 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 139, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 61, was in the number A57 position. In this position your project did not initially have the opportunity to have the requested water service allocated. However, certain parties have decided not to obtain the water made available through the February 7, 2000 Allocation, and that opportunity is being made available for projects on the Waiting List, including Sammamish Plateau Estates.

To have the water service requested allocated to your project you must enter into a Developer Extension Agreement ("DEA") with the District. Please find enclosed two copies of the DEA for your project. The bound copy is for the Developer's permanent files, and the stapled copy is for District files. To execute the DEA the following items need to be completed.

1. Have an authorized party fill in the following items, in **both** copies of the DEA on pages A-26 and A-27.
 - a. Fill in the name of the Developer. If the Owner's Agent and Owner are different (see page A-1), fill in the Owner's Agent here.
 - b. Check the appropriate Developer's organization classification
 - c. Sign the Agreement; print the name and title of the signer.
 - d. Have signature notarized. (Note there are two notary forms, one for individuals and one for businesses.)
 - e. If the Owner's Agent and Property Owner are different, repeat a. through d. for the Owner on Page A-27.

C/p

2. Verify the legal description of the real property covered by the Developer Extension Agreement to the Agreement. (Attached between pages A-1 and A-2.)
3. Return **both** copies of the Developer Extension Agreement to the District with:
 - A. The minimum payment necessary to enter into the agreement as shown on the preliminary/certificate fee pages (page A-10 for water and A-14 for sewer).

Note: [The Remaining General Facility Charges will be due within 30 days of the King County or City Approval of the Process/Procedure for which the certificate was issued or no later than at the time of initiation of the Design and Inspection Phase. Refer to section 5.(A)(2), page A-4, paragraph 3.]

- B. Additional fees may be due at this time if the project is at either one of the milestones indicated below.
 - i. King County or City of Sammamish or City of Issaquah approval of the project, such as preliminary plat, or preliminary short plat, or building permit, has been received.
The Remaining General Facility Charges (page A-10 for water and A-14 for sewer) will be due.
 - ii. The project is ready to proceed with the design/inspection phase.
The Remaining General Facility Charges (page A-10 for water and A-14 for sewer), and
The Design and Inspection Phase Fees (page A-11 for water and A-15 for sewer) will be due.
4. If additional Agreements or an Addendum to the DEA are required, they should be executed and returned with the DEA. These may include:
 - A. Interim Sewer Amendment, for projects requiring use of an interim sewer facility.
 - B. Future Sewer Connection Agreement, for projects within the urban growth boundary being developed with on-site septic systems.

The executed DEAs, and any additional required documents need to be returned to the District within 60 days of their provision to the Developer by the District.

For this project the executed DEAs must be returned by **JULY 25, 2000.**

If they are not received the application will be nullified and the Developer will need to reapply to receive a DEA and associated Certificates of Water and Sewer Availability.

The Developer Extension Agreements will be presented to the Sammamish Plateau Water and Sewer District Board of Commissioners for consideration at the next regular Board meeting following receipt of the executed DEAs. If the Board approves the DEA a resolution will be passed and the District will sign the DEA and return the Developer's copy of the DEA to the Developer.

James Guse

Page 3

C/p

If Certificates of Water and/or Sewer Availability have been requested, they will be issued after the District signs the Developer Extension Agreement. After they have been issued, the Developer has 6 months to present the Certificate(s) to the County or City of Sammamish or City of Issaquah with an application package for the process for which the Certificate was written. If the 6-month period passes, and the Developer does not request, and be granted an extension to the 6-month period, by the District, the Certificate will become null and void.

If you have any questions, please contact us.

Sincerely,


Jan Wang
Developer Extension Coordinator

Encl.

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

1510 - 228th Ave. S.E.
Sammamish, WA 98029
Phone (425) 392-6256 • FAX (425) 391-5389

12761

Receipt
Number

Received
From

Euse + Associates
PO Box 4184
Kent WA 98032

Date 7-21-00

Water Receipt

GL #	Received for	
	<u>Sammamish Plateau Estates</u>	
271060	Water Application #	
	thru	
271000	General Facilities <u>Preliminary</u>	<u>5000.00</u>
417000	R/W Permit	
271020	Water Charge in Lieu of Assessment	
472020	Water Availability Letter	
235000	Engineering: Developer Extensions: <u>Administrative Fee</u>	<u>250.00</u>
235000	Misc.	
461000	Flushing	
142500	Invoice #	
	Misc. Customer Account #	
	Misc.	
Sub Total		<u>5250.00</u>

Sewer Receipt

GL #	Received for	
417011	Side Sewer Permit #	
	thru	
271001	General Facilities	
271021	Sewer Charge in Lieu of Assessment	
461031	Sewer Availability Letter	
235001	Engineering: Developer Extensions:	
235001	Misc.	
461000	Flushing	
	Misc.	
	Misc.	
Sub Total		

Received
by

Dan Wang

Check Number

11097

Total Received		<u>5250.00</u>
Cash	<input type="checkbox"/>	
Check	<input checked="" type="checkbox"/>	

**CITY OF SAMMAMISH
WASHINGTON**

68-New

ORDINANCE NO. 02000-51

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, RELATING TO LAND USE AND ZONING,
AND EXTENDING A MORATORIUM ON THE FILING OF
APPLICATIONS FOR DEVELOPMENT PERMITS AND
APPROVALS WITHIN THE CORPORATE LIMITS OF
THE CITY OF SAMMAMISH**

WHEREAS, incorporation of the City of Sammamish was approved at an election held on November 8, 1998; and

WHEREAS, the City Council was elected on April 27, 1999, and sworn in on May 8, 1999; and

WHEREAS, the City of Sammamish officially incorporated on August 31, 1999; and

WHEREAS, there has been rapid and substantial growth in and around the City of Sammamish; and

WHEREAS, one of the concerns of the citizens of Sammamish which led to incorporation of the City was the impact of County land use decisions on the Sammamish community; and

WHEREAS, state law, RCW 35.02.137, authorizes the City Council of a newly incorporated city to adopt moratoriums during the interim transition period between the incorporation election and the date of official incorporation; and

WHEREAS, in accordance with state law, the City Council passed Resolution No. R99-04 on May 19, 1999, which adopted a moratorium during the interim transition period on the filing of applications with King County for development permits and approvals including, but not limited to, subdivision approvals, short subdivision approvals, and building permits; and

WHEREAS, state law, RCW 35A.63.220, authorizes the City Council to adopt moratoriums following incorporation; and

WHEREAS, a public hearing was conducted on July 28, 1999 to receive comment on the impacts and effectiveness of the moratorium imposed by Resolution No. R99-04 and the need to continue and/or modify the moratorium following the date of incorporation; and

WHEREAS, based upon the public testimony and other evidence presented at the July 28, 1999 public hearing, the City Council passed Ordinance No. O99-28, on August 25, 1999, to extend the moratorium from the date of incorporation until February 18, 2000; and

WHEREAS, a public hearing was conducted on February 9, 2000 to receive comment on the impacts and effectiveness of the moratorium imposed by Ordinance No. O99-28 and the need to continue and/or modify the moratorium; and

WHEREAS, based upon the public testimony and other evidence submitted at the February 9, 2000 public hearing, the City Council finds that there is a substantial basis and public support for extension of the moratorium; and

WHEREAS, in accordance with the State Growth Management Act, the City is diligently pursuing a planning process that will result in the adoption of the City's first comprehensive plan; and

WHEREAS, the City Council needs sufficient time to carefully consider the appropriate land use designations and development regulations of property within the City limits; and

WHEREAS, the City Council desires to prevent further overburdening of the existing municipal infrastructure pending completion of the City's Growth Management Act planning process; and

WHEREAS, absent an extension of the moratorium, property owners could obtain vested rights to develop their property contrary to the City's planning process; and

* WHEREAS, based upon the hardship exemptions granted by the City Council to date, the Council finds that it would be appropriate to establish a categorical exemption from the terms of the moratorium for property owners holding water permits whose right to connect to a public water supply will lapse unless exercised during the term of this moratorium; and

WHEREAS, the City Council finds that protection of the public health, safety, and welfare supports extending the moratorium on applications for development permits and approvals for property within the corporate limits of the City of Sammamish;

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

Section 1. Findings of Fact. The "Whereas" clauses above shall constitute findings of fact in support of the moratorium hereafter set forth and are incorporated herein.

Section 2. Moratorium Established. Except as hereinafter set forth, a moratorium is imposed upon the filing of applications for development permits and approvals with King County for property located within the corporate limits of the City of Sammamish. For purposes of this moratorium, the terms "development permits and approvals" include:

- a. Subdivision approvals;

- b. Short subdivision approvals;
- c. Site plan approvals;
- d. Multi-family dwelling unit approvals (apartments, townhouses, condominiums, mobile home parks, group residences);
- e. Rezones;
- f. Building permits;
- g. Conditional use or special use permits;
- h. Communication facilities;
- i. Commercial construction in business and office zones; and
- j. Shoreline substantial development permits.

* Section 3. Exemptions. The terms "development permits and approvals" do not include the following:

- a. Permits and approvals for churches, synagogues, and temples (SIC Code 866); health service uses; educational service uses; park and recreational uses; and day care facilities I and II (all as defined in King County Code, Title 21A);
- b. Permits and approvals for additions or alterations to existing residential and commercial structures when such additions or alterations do not result in the creation of new units, and permits for structures replacing pre-existing structures destroyed by fire or other unintentional casualty;
- c. Permits and approvals for government facilities and structures including, but not limited to, streets, utilities, and surface water improvements;
- d. Permits and approvals for construction of single family residences;
- e. Permits and approvals for signs;
- f. Permits and approvals for law enforcement, emergency medical, and disaster relief facilities, parking and storage;
- g. Permits and approvals for lot line adjustments;
- h. Permits and approvals for any land use permitted by ISDC when all of the following conditions are met: (1) The property owner(s) applied for the right to connect to a

*

public water supply before August 25, 1999; (2) The property owner(s) were granted the right to connect to a public water supply; and (3) The property owner(s) right to connect to a public water supply will lapse unless exercised by a completed development permit application to the City of Sammamish during the term of this moratorium.

This moratorium shall not affect vested rights, if any, established pursuant to previously filed and fully complete applications.

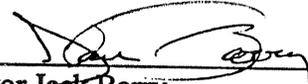
Section 4. Effective Period of Moratorium. This moratorium, as a public emergency measure necessary for the protection of the public health, safety, and welfare, shall be effective immediately upon termination of the moratorium imposed by Ordinance No. O99-28 (February 18, 2000) and shall continue in effect until August 18, 2000 unless earlier repealed, renewed or modified by the City Council as provided by state law.

Section 5. Hardship. In the event of unusual or unreasonable hardships caused by this moratorium, appeal may be made to the City Council for an exemption from the provisions of the moratorium. The City Council may grant an exemption upon a showing of such unusual or unreasonable hardship.

Section 6. Severability. If any section, sentence, or phrase of this ordinance should be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this ordinance.

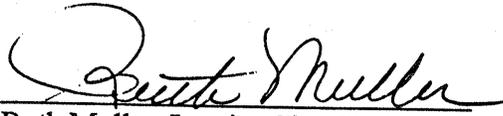
PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON,
ON THIS 16th DAY OF FEBRUARY 2000.

CITY OF SAMMAMISH



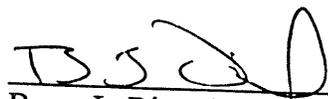
Mayor Jack Barry

ATTEST/AUTHENTICATED:



Ruth Muller, Interim City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk: February 11, 2000
Passed by the City Council: February 16, 2000
Ordinance No.: 0200-51

Revised

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE No. O2000-____**

AN ORDINANCE of the City of Sammamish, Washington, amending the budget for the calendar year 2000 as provided in Ordinance No. 99-44, approved December 8, 1999.

WHEREAS, The General Fund (Fund #001) City Council Department has less than anticipated spending on the City Newsletter and Special Celebrations for the community; the departmental budget is decreases by ~~\$71,500~~; \$60,900

WHEREAS, The General Fund (Fund #001) City Manager/Administration Department added a Director of Administrative Services and a Information Systems Coordinator; and incurred costs for the interim personnel, the departmental budget increases by ~~\$82,481~~; \$95,781

WHEREAS, The General Fund (Fund #001) City Clerk Department *hired a full-time City Clerk later in the year than originally budgeted the departmental budget decreases by \$3,875*; ~~supply expenses for all of administration and employee recruitment advertising expenses for all positions recruited in 2000, the departmental budget increases by \$3,025~~;

WHEREAS, The General Fund (Fund #001) Legal Services Department incurred additional costs for development hearings the departmental budget increases by \$6,700;

WHEREAS, The General Fund (Fund #001) Public Safety Department has more than anticipated expenses for jail services, equipment, and travel, but less than anticipated expenses for the King County Police Services Contract, the departmental budget decreases by \$10,400

WHEREAS, The General Fund (Fund #001) Non-Departmental Department transfer to the Tax Anticipation Note Fund for debt service payments is less than originally expected, the departmental budget decreases by \$932,143;

WHEREAS, The General Fund (Fund #001) Planning Department hired additional staff, incurred greater start-up costs for the staffing, and has professional service expenses for King County DDES, the departmental budget increases by 399,140;

WHEREAS, The General Fund (Fund #001) Building Department hired positions later in the calendar year than originally budgeted and did not need to use the plan review professional services at the level anticipated, the departmental budget decreases by \$1,843,040;

WHEREAS, The General Fund (Fund #001) Parks Department hired a Parks Manager later than anticipated and did not spend the parks reserve allocation, the departmental budget decreases by \$157,785;

WHEREAS, The General Fund (Fund #001) Finance Department incurred greater costs for the financial software purchased, the departmental budget increases by \$44,185;

WHEREAS, The General Fund (Fund #001) Engineering Department hired additional staff and incurred greater start up costs for the staff, the departmental budget increases by \$23,440.

WHEREAS, The Ending Fund Balance for the General Fund (Fund #001) remains unappropriated for the year. The Contingency Reserve Fund is eliminated and reduced to \$0. The unappropriated ending fund balance increases;

WHEREAS, The Street Fund (Fund #101) has the Public Works Superintendent and two Maintenance Workers salaries, benefits, and vehicle expenses, as well as additional pedestrian improvements, the Fund's budget increases by \$213,930;

WHEREAS, The Capital Fund (Fund #301) budget has increased to appropriate monies for the architectural design expense for City Hall, construction expenses related to the 228th Street project, expenses for the East Lake Sammamish Park lighting, and a Sammamish Plateau Corridor Study. In addition, funding is included for the City of Sammamish purchase of two parcels of land for parks/recreation/open space and an interim public works shop facility totaling \$1,760,000. The ending fund balance is substantially larger because of higher than anticipated revenue collections from real estate excise tax and a larger than expected 1999 ending fund balance of \$4,875,351, a portion of which was a revenue transfer from King County for capital projects, totaling \$3,930,000. In total, including estimated ending fund balance; the budget increases by \$5,880,200

WHEREAS, the Surface Water Fund (Fund #408) incurred debt obligation for King County Bonds issued in 1992, 1996, and 1999, prior to the City's incorporation and the City remains obligated to pay its portion and the Fund has incurred professional services costs for the Surface Water Comprehensive Plan which increases the budget by \$178,225.

WHEREAS, the Traffic Impact Fee Fund (Fund #111) did not receive \$3,750,000 from King County in 2000. The transfer from King County was received in 1999 and posted to the Capital Fund and was a combination of unused project funding the County agreed to transfer to the City for capital projects. In addition, the anticipated revenue from traffic impact fee collections was overstated and decreases by \$742,000 making the total budget decrease \$4,492,000;

WHEREAS, the Tax Anticipation Note Fund (Fund #201) loan payments will be less than expected because the City borrowed less for operating expenses in 1999 than anticipated and the City will not pay the property note off in 2000, the Fund's budget decreases by \$1,154,600;

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

Section 1. That Ordinance No. 99-44, approved December 8, 1999, relating to the City of Sammamish's 2000 budget, is hereby amended to increase or decrease annual appropriations in the departments and funds listed below and increase the fund balance by the corresponding amount:

Department/Fund	Original Appropriation	Amendment	Amended Appropriation
General Fund			
City Council	\$ 149,400	\$ (71,500)	\$ 77,900
	\$ 149,400	\$ (60,900)	\$ 88,500
City Manager	\$ 250,019	\$ 82,481	\$ 332,500
	\$ 250,019	\$ 95,781	\$ 345,800
City Clerk	\$ 128,475	\$ 3,025	\$ 131,500
	\$ 128,475	\$ (3,875)	\$ 124,600
Legal Services	\$ 148,000	\$ 6,700	\$ 154,700
Public Safety	\$ 2,648,200	\$ (10,400)	\$ 2,637,800
General Government	\$ 4,734,843	\$ (932,143)	\$ 3,802,700
Planning Department	\$ 412,760	\$ 399,140	\$ 811,900
Building Department	\$ 2,617,740	\$ (1,843,040)	\$ 774,700
Recreation Department	\$ 369,985	\$ (157,785)	\$ 212,200
Finance Department	\$ 318,315	\$ 44,185	\$ 362,500
Engineering Department	\$ 312,860	\$ 23,440	\$ 336,300
Contingency Fund	\$ 1,216,730	\$ (1,216,730)	\$ 0
Unappropriated Reserve	\$ 1,064,473	\$ 3,137,872	\$ 4,202,315
	<u>\$ 1,064,473</u>	<u>\$ 3,120,842</u>	<u>\$ 4,185,315</u>
Total General Fund	<u>\$14,371,800</u>	<u>\$ (534,785)</u>	<u>\$13,837,015</u>
Street Fund	\$ 3,365,270	\$ 213,930	\$ 3,579,200
Capital Fund	\$ 2,241,000	\$ 5,880,200	\$ 8,121,200
Surface Water Fund	\$ 1,004,000	\$ 178,300	\$ 1,182,300
Traffic Impact Fee Fund	\$ 4,950,000	\$ (4,492,000)	\$ 458,000
Tax Anticipation Note Fund	\$ 2,514,600	\$(1,154,600)	\$ 1,360,000

Section 2. This ordinance shall become effective five (5) days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON,
ON THIS _____~~X~~ DAY OF _____ 2000.

Jack B. Mayor

Attest:

Mel A. City Clerk

Approved as to form:

City Attorney

First Reading *Oct. 18, 2000*
Date Adopted:
Date of Publication:
Effective date:

**2000 BUDGET AMENDMENT WORKSHEETS
CITY COUNCIL DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	CITY COUNCIL				
001-11-511-60-11-00	Salaries	34,800.00	26,100.00	9,900.00	36,000.00
001-11-511-60-21-00	Benefits	2,900.00	2,082.29	\$ 760.00	2,842.29
001-11-511-60-31-00	Office & Operating Supplies	1,000.00	2,171.87	3,150.00	5,321.87
001-11-511-60-31-01	Meeting Expense	2,000.00	(680.83)	241.00	(439.83)
001-11-511-60-32-00	Fuel	-	-	-	-
001-11-511-60-34-00	Books & Maps	-	-	-	-
001-11-511-60-35-00	Small Tools & Minor Equipment	-	103.06	-	103.06
001-11-511-60-41-00	Professional Services	-	604.08	200.00	804.08
001-11-511-60-41-05	Newsletter	22,500.00	5,675.25	6,000.00	11,675.25
001-11-511-60-41-06	Public Relations	27,500.00	-	-	-
001-11-511-60-42-00	Communications	-	-	-	-
001-11-511-60-42-01	Postage	7,200.00	1,464.00	1,500.00	2,964.00
001-11-511-60-43-00	Travel	14,400.00	-	-	-
001-11-511-60-44-00	Advertising	-	1,495.18	-	1,495.18
001-11-511-60-45-00	Rent for Public Mtg Space	-	1,782.58	-	1,782.58
001-11-511-60-45-01	Meeting Room Rental	3,000.00	446.75	-	446.75
001-11-511-60-48-00	Repair & Maintenance	-	207.00	-	207.00
001-11-511-60-49-00	Miscellaneous	100.00	119.14	-	119.14
001-11-511-60-49-01	Memberships	-	100.00	-	100.00
001-11-511-60-49-02	Social Service Program	-	-	-	-
001-11-511-60-49-11	Incorporation Ceremony	20,000.00	17,366.00	-	17,366.00
001-11-511-60-49-12	Special Celebrations	14,000.00	-	-	-
001-11-511-60-64-01	Furniture & Equipment	-	-	-	-
001-11-511-60-64-02	Vehicles	-	-	-	-
001-11-511-60-64-03	Computer Hardware	-	7,708.43	-	7,708.43
001-11-511-60-64-04	Computer Software	-	-	-	-
		149,400.00	66,744.80	21,751.00	88,495.80

**2000 BUDGET AMENDMENT WORKSHEETS
ADMINISTRATION DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	ADMINISTRATION				
001-13-513-10-11-00	Salaries	144,565.00	163,284.25	60,000.00	223,284.25
001-13-513-10-21-00	Benefits	41,229.00	43,985.12	15,800.00	59,785.12
001-13-513-10-31-00	Office & Operating Supplies	1,800.00	83.83		83.83
001-13-513-10-31-02	Meeting Expense	2,500.00	316.13		316.13
001-13-513-10-31-05	Meeting Meal Expense	1,000.00	498.71		498.71
001-13-513-10-32-00	Fuel	-	629.59	150.00	779.59
001-13-513-10-34-00	Books & Maps	500.00	140.00		140.00
001-13-513-10-35-00	Small Tools & Minor Equipment	-	1,782.34		1,782.34
001-13-513-10-41-00	Professional Services	-	3,658.00		3,658.00
001-13-513-10-41-01	Utility District Assumptions	-			-
001-13-513-10-41-02	Grant Coordinator	15,000.00			-
001-13-513-10-41-04	Copying/Printing/Binding	-	139.50		139.50
001-13-513-10-41-10	Recruitment Costs	-	7,308.00		7,308.00
001-13-513-10-41-11	Interim Staff	-	18,975.00		18,975.00
001-13-513-10-42-00	Communications	1,200.00	379.72	300.00	679.72
001-13-513-10-42-02	Postage	-			-
001-13-513-10-42-03	Internet Services	-			-
001-13-513-10-43-00	Travel	3,500.00	999.58	500.00	1,499.58
001-13-513-10-44-00	Advertising	-	(166.44)	200.00	33.56
001-13-513-10-48-00	Repair & Maintenance	-	33.64		33.64
001-13-513-10-49-00	Miscellaneous	100.00	329.73	200.00	529.73
001-13-513-10-49-01	Memberships	2,100.00			-
001-13-513-10-49-02	Staff Training	4,000.00	1,270.96	300.00	1,570.96
001-13-513-10-61-00	Land	-			-
001-13-513-10-64-01	Furniture & Equipment	-	2,155.60	2,000.00	4,155.60
001-13-513-10-64-02	Vehicles	20,000.00	17,092.06		17,092.06
001-13-513-10-64-03	Computer Hardware	5,100.00	3,387.26		3,387.26
001-13-513-10-64-04	Computer Software	-			-
001-13-513-10-90-01	Interfund Payments E. R. & R	7,425.00			-
		250,019.00	266,282.58	79,450.00	345,732.58

**2000 BUDGET AMENDMENT WORKSHEETS
CITY CLERK DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	CITY CLERK				
001-13-514-30-11-00	Salaries	87,650.00	33,126.49	21,608.00	54,734.49
001-13-514-30-21-00	Benefits	26,050.00	10,961.94	4,000.00	14,961.94
001-13-514-30-31-00	Office & Operating Supplies	1,500.00	5,877.93	1,600.00	7,477.93
001-13-514-30-31-01	Meeting Expense	-	-	-	-
001-13-514-30-32-00	Fuel	-	-	-	-
001-13-514-30-34-00	Books & Maps	500.00	-	-	-
001-13-514-30-35-00	Small Tools & Minor Equipment	200.00	20.00	1,000.00	1,020.00
001-13-514-30-41-00	Professional Services	-	7,585.50	-	7,585.50
001-13-514-30-41-11	Interim Staff	-	13,167.00	-	13,167.00
001-13-514-30-42-00	Communications	-	-	-	-
001-13-514-30-42-02	Postage	-	-	-	-
001-13-514-30-43-00	Travel	3,400.00	425.00	-	425.00
001-13-514-30-44-00	Advertising - Employee Recruit	-	13,941.17	-	13,941.17
001-13-514-30-44-01	Public Notices	6,000.00	6,586.07	3,000.00	9,586.07
001-13-514-30-48-00	Repair & Maintenance	-	-	-	-
001-13-514-30-49-00	Miscellaneous	100.00	202.80	50.00	252.80
001-13-514-30-49-01	Memberships	500.00	-	250.00	250.00
001-13-514-30-64-01	Furniture & Equipment	-	-	-	-
001-13-514-30-64-02	Vehicles	-	-	-	-
001-13-514-30-64-03	Computer Hardware	-	1,151.16	-	1,151.16
001-13-514-30-64-04	Computer Software	-	-	-	-
001-13-514-30-90-01	Interfund Payments E. R. & R	2,575.00	-	-	-
		128,475.00	93,045.06	31,508.00	124,553.06

**2000 BUDGET AMENDMENT WORKSHEETS
LEGAL SERVICES DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	LEGAL SERVICES				
001-15-515-20-41-90	City Attorney	93,000.00	75,906.31	47,000.00	122,906.31
001-15-515-20-41-91	Prosecuting Attorney	30,000.00	9,416.79	12,400.00	21,816.79
001-15-515-20-41-92	Public Defender	25,000.00	1,895.00	8,000.00	9,895.00
		148,000.00	87,218.10	67,400.00	154,618.10

**2000 BUDGET AMENDMENT WORKSHEETS
PUBLIC SAFETY DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PUBLIC SAFETY				
001-15-521-20-31-00	Office & Operating Supplies	1,000.00	1,309.11	436.37	1,745.48
001-15-521-20-34-00	Books & Maps	-	80.40	-	80.40
001-15-521-20-35-00	Small Tools & Minor Equipment	-	2,106.67	600.00	2,706.67
001-15-521-20-41-00	Professional Services	-	-	-	-
001-15-521-20-41-04	Copying	-	-	-	-
001-15-521-20-42-00	Communications	12,600.00	6,306.29	4,000.00	10,306.29
001-15-521-20-42-02	Postage	-	14.42	-	14.42
001-15-521-20-43-00	Travel	4,700.00	2,085.53	4,105.00	6,190.53
001-15-521-20-47-00	Utilities	-	-	-	-
001-15-521-20-48-00	Repair & Maintenance	-	139.56	100.00	239.56
001-15-521-20-49-00	Miscellaneous	-	-	-	-
001-15-521-20-49-01	Memberships	300.00	715.00	-	715.00
001-15-521-20-51-01	Police Service Contract	2,558,900.00	1,228,626.50	1,331,619.50	2,560,246.00
001-15-521-20-51-02	Laptop Replacement Fund	29,200.00	-	-	-
001-15-521-20-51-03	Jail Contract	30,000.00	5,899.54	29,335.96	35,235.50
001-15-521-20-64-01	Furniture & Equipment	11,500.00	15,998.42	4,300.00	20,298.42
001-15-521-20-64-02	Vehicles	-	-	-	-
001-15-521-20-64-03	Computer Hardware	-	-	-	-
001-15-521-20-64-04	Computer Software	-	-	-	-
		2,648,200.00	1,263,281.44	1,374,496.83	2,637,778.27

**2000 BUDGET AMENDMENT WORKSHEETS
NON DEPARTMENTAL**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
001-19-519-90-11-01	COLA	34,480.00			-
001-19-519-90-31-00	Office & Operating Supplies	30,000.00	10,705.59	4,000.00	14,705.59
001-19-519-90-31-01	Meeting Expense	-	461.11		461.11
001-19-519-90-31-02	Janitorial Supplies	-	932.25	500.00	1,432.25
001-19-519-90-31-03	Kitchen Supplies	-		200.00	200.00
001-19-519-90-32-00	Fuel	-			-
001-19-519-90-34-00	Books & Maps	-	1,230.35		1,230.35
001-19-519-90-35-00	Small Tools & Minor Equipment	1,163.00			-
001-19-519-90-41-00	Professional Services	-	14,163.51	3,000.00	17,163.51
001-19-519-90-41-02	Computer Mainten Agreement	-	9,468.90		9,468.90
001-19-519-90-41-03	Computer Consulting Services	75,000.00	4,909.47		4,909.47
001-19-519-90-41-04	Copying	-	311.74		311.74
001-19-519-90-41-05	Janitorial	6,000.00	5,833.10	2,848.00	8,681.10
001-19-519-90-41-06	Locksmith	-	896.33		896.33
001-19-519-90-41-07	Utility District Assumption	-	19,625.00		19,625.00
001-19-519-90-42-00	Communications	14,400.00	11,945.82	8,000.00	19,945.82
001-19-519-90-42-02	Postage	8,700.00	4,606.36	3,000.00	7,606.36
001-19-519-90-42-03	Internet	16,600.00	621.71	140.00	761.71
001-19-519-90-43-00	Travel	-			-
001-19-519-90-44-00	Advertising	-			-
001-19-519-90-45-00	Lease City Hall	168,000.00	130,139.59	46,021.00	176,160.59
001-19-519-90-45-01	Copier Rental	7,200.00	4,716.54	2,000.00	6,716.54
001-19-519-90-45-02	Water Cooler Rental	-	182.11	104.00	286.11
001-19-519-90-45-03	Rental Storage	1,200.00	1,913.25	209.00	2,122.25
001-19-519-90-45-04	Postage Meter Rental	-	612.50		612.50
001-19-519-90-46-00	Insurance	35,500.00	35,598.00		35,598.00
001-19-519-90-47-00	Electricity	5,000.00	3,777.63	4,000.00	7,777.63
001-19-519-90-47-01	Recycling	-	172.68	15,000.00	15,172.68
001-19-519-90-48-00	Repair & Maintenance	3,000.00	2,769.20	1,000.00	3,769.20
001-19-519-90-48-02	Computer Repair & Maintenance	-	21,614.82		21,614.82
001-19-519-90-49-01	Memberships	-		500.00	500.00
001-19-519-90-49-02	Social Service Programs	16,000.00			-
001-19-519-90-49-03	Chamber of Commerce Dues	-			-
001-19-519-90-49-04	Puget Sound Regional Council	14,700.00			-
001-19-519-90-49-05	AWC Dues	14,900.00	4,057.79		4,057.79
001-19-519-90-49-06	Suburban Cities	4,000.00	2,940.00		2,940.00
001-19-519-90-49-07	National League of Cities	1,300.00			-
001-19-519-90-51-01	King County Election Costs	39,000.00		39,000.00	39,000.00
001-19-519-90-51-02	King County Voter Registration	30,200.00		30,200.00	30,200.00
001-19-519-90-51-03	Liquor Profits/Excise	3,800.00		4,292.40	4,292.40
001-19-519-90-51-04	Puget Sound Air Pollution Cont	-	13,929.00		13,929.00
001-19-519-90-51-05	Puget Sound Regional Council	-			-
001-19-519-90-51-06	Emergency Services	-			-
001-19-519-90-51-07	King County Animal Control	-			-
001-19-519-90-51-08	Eastside Transit	-	500.00		500.00
001-19-519-90-51-09	Animal Control	4,500.00			-
001-19-519-90-52-01	Library District Payments	1,904,800.00	952,593.30	952,593.30	1,905,186.60
001-19-519-90-53-00	Sales/Use Tax	-	(69.52)		(69.52)
001-19-519-90-53-01	King County Real Estate Tax	-	1,170.12		1,170.12
001-19-519-90-61-00	Land Purchases	-			-
001-19-519-90-64-01	Furniture & Equipment	-	13,497.88	5,000.00	18,497.88
001-19-519-90-64-02	Vehicles	-			-
001-19-519-90-64-03	Computer Hardware	-	18,154.52		18,154.52
001-19-519-90-64-04	Computer Software	-	2,660.01		2,660.01
001-19-519-90-64-05	Telephone System	-	8,913.45	1,000.00	9,913.45
001-19-519-90-64-06	Leasehold Improvements	-	16,860.10	5,000.00	21,860.10
001-19-519-90-79-01	Street Fund Principal	79,200.00			-
001-19-519-90-79-02	Street Fund Interest	1,600.00			-
001-19-519-90-90-02	Tax Anticipation Note Fund	2,214,600.00	400,995.05	951,683.31	1,352,678.36
001-19-596-90-64-07	Non-Capitalized Assets	-			-
	Total	4,734,843.00	1,723,409.26	2,079,291.01	3,802,700.27

**2000 BUDGET AMENDMENT WORKSHEETS
PLANNING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PLANNING				
001-20-558-60-11-00	Salaries	181,260.00	202,064.30	97,200.00	299,264.30
001-20-558-60-21-00	Benefits	45,175.00	47,389.58	16,100.00	63,489.58
001-20-558-60-31-00	Office & Operating Supplies	2,700.00	8,240.35	2,000.00	10,240.35
001-20-558-60-31-01	Meeting Expense	-	400.00	100.00	500.00
001-20-558-60-32-00	Fuel	-	33.80		33.80
001-20-558-60-34-00	Books & Maps	4,000.00	657.34	500.00	1,157.34
001-20-558-60-35-00	Small Tools & Minor Equipment	150.00	3,611.66	1,000.00	4,611.66
001-20-558-60-41-00	Professional Services	-	10,269.74	3,000.00	13,269.74
001-20-558-60-41-02	Hearing Examiner	15,000.00	28,647.71	20,300.00	48,947.71
001-20-558-60-41-03	Clerical Services	3,000.00			-
001-20-558-60-41-04	Copying	-	5,250.37	1,500.00	6,750.37
001-20-558-60-41-05	Concurrency	10,000.00	7,089.22	2,000.00	9,089.22
001-20-558-60-41-06	Comp Plan	60,000.00		60,000.00	60,000.00
001-20-558-60-41-07	Newsletter	600.00			-
001-20-558-60-41-08	Lake Mgmt District	4,000.00		4,000.00	4,000.00
001-20-558-60-41-09	Aerial Mapping	18,000.00	18,708.72		18,708.72
001-20-558-60-41-11	Interim Staff	-	13,350.00		13,350.00
001-20-558-60-41-50	Developer: The Laurels	-	83,500.00	69,750.00	153,250.00
001-20-558-60-42-00	Communications	1,200.00	166.61	100.00	266.61
001-20-558-60-42-02	Postage	6,000.00	1,017.86	400.00	1,417.86
001-20-558-60-43-00	Travel	4,000.00	32.77	3,000.00	3,032.77
001-20-558-60-44-00	Advertising/Public Notices	15,000.00	241.20	1,000.00	1,241.20
001-20-558-60-48-00	Repair & Maintenance	-			-
001-20-558-60-49-00	Miscellaneous	100.00	1,707.64	500.00	2,207.64
001-20-558-60-49-01	Memberships	1,500.00	209.00	500.00	709.00
001-20-558-60-51-01	Samm Plat W & S District	30,000.00	9,083.37	5,000.00	14,083.37
001-20-558-60-51-02	King County DDES Contract	-	55,203.00	18,400.00	73,603.00
001-20-558-60-64-01	Furniture & Equipment	-			-
001-20-558-60-64-02	Vehicles	-			-
001-20-558-60-64-03	Computer Hardware	6,800.00	6,662.13	2,000.00	8,662.13
001-20-558-60-64-04	Computer Software	-			-
001-20-558-60-90-01	Interfund Payments E. R. & R	4,275.00			-
		412,760.00	503,536.37	308,350.00	811,886.37

**2000 BUDGET AMENDMENT WORKSHEETS
BUILDING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	BUILDING				
001-20-524-20-11-00	Salaries	235,605.00	94,915.59	60,000.00	154,915.59
001-20-524-20-21-00	Benefits	72,060.00	24,325.62	15,500.00	39,825.62
001-20-524-20-31-00	Office & Operating Supplies	3,600.00	1,754.96	870.00	1,754.96
001-20-524-20-31-01	Meeting Expense	-	-	-	-
001-20-524-20-32-00	Fuel	5,000.00	1,065.58	525.00	1,590.58
001-20-524-20-34-00	Books & Maps	800.00	1,634.57	400.00	2,034.57
001-20-524-20-35-00	Small Tools & Minor Equipment	500.00	1,020.70	1,800.00	2,820.70
001-20-524-20-41-00	Professional Services	-	2,306.69	38,000.00	40,306.69
001-20-524-20-41-01	Plan Review Services	2,250,000.00	354,027.10	120,000.00	474,027.10
001-20-524-20-41-04	Copying	-	712.86	2,000.00	2,712.86
001-20-524-20-41-11	Interim Staff	-	-	-	-
001-20-524-20-42-00	Communications	-	1,041.79	675.00	1,716.79
001-20-524-20-42-02	Postage	-	5,470.60	1,824.00	7,294.60
001-20-524-20-43-00	Travel	4,200.00	718.50	550.00	1,268.50
001-20-524-20-48-00	Repair & Maintenance	1,000.00	171.31	1,200.00	1,371.31
001-20-524-20-49-00	Miscellaneous	100.00	7.59	-	7.59
001-20-524-20-49-01	Memberships	800.00	-	500.00	500.00
001-20-524-20-64-01	Furniture & Equipment	-	-	-	-
001-20-524-20-64-02	Vehicles	-	25,438.33	-	25,438.33
001-20-524-20-64-03	Computer Hardware	33,300.00	4,060.89	3,000.00	7,060.89
001-20-524-20-64-04	Computer Software	-	-	-	-
001-20-524-20-90-01	Interfund Payments E. R. & R	10,775.00	-	10,000.00	10,000.00
		2,617,740.00	518,672.68	256,844.00	774,646.68

**2000 BUDGET AMENDMENT WORKSHEETS
PARKS DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	PARKS				
001-20-576-10-11-00	Salaries	46,800.00	27,054.00	14,340.00	41,394.00
001-20-576-10-21-00	Benefits	13,385.00	9,696.49	3,000.00	12,696.49
001-20-576-10-31-00	Office & Operating Supplies	900.00	172.72		172.72
001-20-576-10-31-01	Meeting Expense	-			-
001-20-576-10-32-00	Fuel	-	49.78		49.78
001-20-576-10-34-00	Books & Maps	-		100.00	100.00
001-20-576-10-35-00	Small Tools & Minor Equipment	-	99.50		99.50
001-20-576-10-41-00	Professional Services	-	22,438.88	40,000.00	62,438.88
001-20-576-10-41-04	Copying	-	370.32		370.32
001-20-576-10-42-00	Communications	1,000.00			-
001-20-576-10-42-02	Postage	-	811.49	1,000.00	1,811.49
001-20-576-10-43-00	Travel	1,200.00	616.57	1,000.00	1,616.57
001-20-576-10-48-00	Repair & Maintenance	-		1,000.00	1,000.00
001-20-576-10-49-00	Miscellaneous	100.00			-
001-20-576-10-49-01	Memberships	425.00	50.00		50.00
001-20-576-10-49-02	Parks Budget Allocation	254,135.00			-
001-20-576-10-51-01	Parks & Maintenance Contract	47,265.00	47,265.00	40,000.00	87,265.00
001-20-576-10-64-01	Furniture & Equipment	-			-
001-20-576-10-64-02	Vehicles	-			-
001-20-576-10-64-03	Computer Hardware	3,300.00	1,624.66	1,500.00	3,124.66
001-20-576-10-64-04	Computer Software	-			-
001-20-576-10-90-01	Interfund Payments E. R. & R	1,475.00			-
	Total	369,985.00	110,249.41	101,940.00	212,189.41

**2000 BUDGET AMENDMENT WORKSHEETS
FINANCE DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
001-14-514-20-11-00	Salaries	187,900.00	102,111.17	42,000.00	144,111.17
001-14-514-20-21-00	Benefits	53,640.00	28,557.28	11,000.00	39,557.28
001-14-514-20-31-00	Office & Operating Supplies	3,600.00	2,734.24	1,000.00	3,734.24
001-14-514-20-31-01	Meeting Expense	-	-	-	-
001-14-514-20-32-00	Fuel	-	-	-	-
001-14-514-20-34-00	Books & Maps	500.00	236.95	-	236.95
001-14-514-20-35-00	Small Tools & Minor Equipment	1,500.00	1,986.59	500.00	2,486.59
001-14-514-20-41-00	Professional Services	3,000.00	5,074.06	25,000.00	30,074.06
001-14-514-20-41-04	Copying	-	-	3,000.00	3,000.00
001-14-514-20-41-06	Payroll Services	3,500.00	1,758.95	-	1,758.95
	Audit	-	-	26,500.00	26,500.00
001-14-514-20-41-11	Interim Staff	-	278.00	-	278.00
001-14-514-20-42-00	Communications	-	-	-	-
001-14-514-20-42-02	Postage	-	17.25	-	17.25
001-14-514-20-43-00	Travel	4,900.00	162.45	100.00	262.45
001-14-514-20-48-00	Maintenance Software	-	10,150.00	-	10,150.00
001-14-514-20-49-00	Miscellaneous	100.00	72.88	-	72.88
001-14-514-20-49-01	Memberships	1,000.00	695.00	-	695.00
001-14-514-20-64-01	Furniture & Equipment	-	-	-	-
001-14-514-20-64-02	Vehicles	-	-	-	-
001-14-514-20-64-03	Computer Hardware	-	1,840.79	3,000.00	4,840.79
001-14-514-20-64-04	Computer Software	53,300.00	94,724.69	-	94,724.69
001-14-514-20-90-01	Interfund Payments E. R. & R	5,375.00	-	-	-
		318,315.00	250,400.30	112,100.00	362,500.30

**2000 BUDGET AMENDMENT WORKSHEETS
ENGINEERING DEPARTMENT**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	ENGINEERING				
001-40-532-10-11-00	Salaries	170,325.00	126,038.56	66,572.00	192,610.56
001-40-532-10-21-00	Benefits	55,160.00	30,378.89	12,306.91	42,685.80
001-40-532-10-31-00	Office & Operating Supplies	2,700.00	6,344.33	600.00	6,944.33
001-40-532-10-31-01	Meeting Expense	-	1,274.48	400.00	1,674.48
001-40-532-10-31-05	Meeting Meals Expense	-	159.77	200.00	359.77
001-40-532-10-32-00	Fuel	5,500.00	963.43	300.00	1,263.43
001-40-532-10-34-00	Books & Maps	500.00	1,336.03	500.00	1,836.03
001-40-532-10-35-00	Small Tools & Minor Equipment	1,500.00	8,869.02	200.00	9,069.02
001-40-532-10-41-00	Professional Services	10,000.00	18,368.57	-	18,368.57
001-40-532-10-41-02	Engineering Services	-	811.60	500.00	1,311.60
001-40-532-10-41-04	Copying	-	3,820.16	1,000.00	4,820.16
001-40-532-10-41-11	Interim Staff	-	20,040.18		20,040.18
001-40-532-10-42-00	Communications	7,200.00	1,027.54	300.00	1,327.54
001-40-532-10-42-02	Postage	-	3.20		3.20
001-40-532-10-43-00	Travel	2,100.00	3,177.93		3,177.93
001-40-532-10-48-00	Repair & Maintenance	1,500.00	192.67		192.67
001-40-532-10-49-00	Miscellaneous	100.00			-
001-40-532-10-49-01	Memberships	1,000.00	210.00		210.00
001-40-532-10-49-02	Misc: Vandalism Hampton Woods	-	(2,797.12)		(2,797.12)
001-40-532-10-64-01	Furniture & Equipment	-	8,852.17	500.00	9,352.17
001-40-532-10-64-02	Vehicles	40,000.00	-		-
001-40-532-10-64-03	Computer Hardware	3,700.00	19,321.90		19,321.90
001-40-532-10-64-04	Computer Software	-	3,520.44	1,000.00	4,520.44
001-40-532-10-90-01	Interfund Payments E. R. & R	11,575.00			-
	Total	312,860.00	251,913.75	84,378.91	336,292.66

**2000 BUDGET AMENDMENT WORKSHEETS
STREET FUND**

Account Number	Description	2000 Budget	Estimated		Amendment
			Expenses thru Sept	Expense Oct - Dec	
101-40-532-30-11-00	Salaries	0.00	29,040.50	30,033.00	59,073.50
101-40-532-30-21-00	Benefits	0.00	7,491.95	4,667.00	12,158.95
101-40-542-30-31-00	Office & Operating Supplies	0.00	0.00	1,300.00	1,300.00
101-40-542-30-32-00	Fuel	0.00	0.00	1,400.00	1,400.00
101-40-542-30-34-00	Books & Maps	0.00	0.00	400.00	400.00
101-40-542-30-35-00	Small Tools & Minor Equipment	0.00	0.00	6,000.00	6,000.00
101-40-542-30-41-00	Professional Services	0.00	1,346.64	32,000.00	33,346.64
101-40-542-30-41-01	Snow Plowing Services	5,100.00	0.00		0.00
101-40-542-30-41-11	Interim Staff	0.00	0.00		0.00
101-40-542-30-42-00	Communications	0.00	0.00		0.00
101-40-542-30-42-02	Postage	0.00	0.00	100.00	100.00
101-40-542-30-43-00	Travel	0.00	0.00	1,000.00	1,000.00
101-40-542-30-47-00	Utilities	19,000.00	493.55		493.55
101-40-542-30-48-00	Repair & Maintenance	0.00	(59.68)	7,000.00	6,940.32
101-40-542-30-49-00	Miscellaneous	0.00	250.00	600.00	850.00
101-40-542-30-49-01	Memberships	0.00	0.00	500.00	500.00
101-40-542-30-51-01	Road Maintenance Contract	1,204,500.00	371,081.41	751,294.59	1,122,376.00
101-40-542-30-51-02	Traffic Contract	178,500.00	82,123.80	96,376.00	178,499.80
101-40-542-30-63-01	Pedestrian Improvements	250,000.00	19,279.04	430,720.96	450,000.00
101-40-542-30-63-02	Uncapitalized Street Signs	0.00	6,843.70		6,843.70
101-40-542-30-64-01	Furniture & Equipment	0.00	3,398.31		3,398.31
101-40-542-30-64-02	Vehicles	0.00	51,813.56		51,813.56
101-40-542-30-64-03	Computer Hardware	0.00	1,923.82		1,923.82
101-40-542-30-64-04	Computer Software	0.00	0.00		0.00
101-40-542-30-90-01	Interfund Transfer to General Fund	192,000.00	0.00		0.00
	TOTAL USES	1,849,100.00	538,494.15	1,328,691.55	1,867,185.70
	ENDING FUND BALANCE	1,516,170.00			1,711,987.30
	TOTAL STREET	3,365,270.00	538,494.15	1,328,691.55	3,579,173.00

**2000 BUDGET AMENDMENT WORKSHEETS
TRAFFIC IMPACT FEE FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
	Ending Fund Balance	4,950,000.00			458,243.78

**2000 BUDGET AMENDMENT WORKSHEETS
CAPITAL FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
301-00-594-00-61-01	Land Purchase	25,000.00	6,293.82	-	6,293.82
	Land Purchase	-		260,000.00	260,000.00
	Land Purchase	-		1,500,000.00	1,500,000.00
	City Hall Architectural Design	-	-	29,850.00	29,850.00
301-00-594-00-64-01	Park Improvements	375,000.00	245.00	60,000.00	60,245.00
301-00-594-76-64-01	Electrical - E. Sammamish Park	-	48,810.27		48,810.27
301-00-596-00-63-01	228th Phase I	-	61,832.73	500,000.00	561,832.73
301-00-596-00-63-02	228th Ave Phase IB Design	-	14,372.67	300,000.00	314,372.67
301-00-596-00-63-03	Street Light Improvements	-	-	7,000.00	7,000.00
	Samm. Plat. Corridor Study			80,000.00	80,000.00
	TOTAL CAPITAL	400,000.00	131,554.49	2,736,850.00	2,868,404.49
	ENDING FUND BALANCE	1,841,000.00			5,252,746.45
	TOTAL CAPITAL FUND	2,241,000.00			8,121,150.94

**2000 BUDGET AMENDMENT WORKSHEETS
SURFACE WATER MANAGEMENT FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
408-33-538-30-41-00	Professional Services	-	8,683.26	103,000.00	111,683.26
408-33-538-30-51-01	Surface Water Service Contract	287,490.00	68,934.77	220,000.00	288,934.77
408-33-538-30-53-00	B & O Tax	9,500.00	7,356.57	7,440.00	14,796.57
408-33-538-30-64-04	Computer Software	-	10,469.41	-	10,469.41
408-33-538-30-90-01	Transfer to General Government	84,000.00	-	-	-
408-33-538-30-90-02	Transfer to Street Fund	-	-	-	-
408-33-591-79-00-93	1993 Bond Principal	-	-	68,993.00	68,993.00
408-33-591-79-00-96	1996 Bond Principal	-	-	27,735.00	27,735.00
408-33-591-79-00-99	1999 Bond Principal	-	-	11,630.00	11,630.00
408-33-592-89-00-93	1993 Bond Interest	-	-	11,465.00	11,465.00
408-33-592-89-00-96	1996 Bond Interest	-	-	36,441.00	36,441.00
408-33-592-89-00-99	1999 Bond Interest	-	-	17,693.00	17,693.00
	TOTAL	380,990.00	95,444.01	504,397.00	599,841.01
	ENDING FUND BALANCE	623,010.00			582,383.24
	TOTAL SURFACE WATER MGMT	1,004,000.00	95,444.01	504,397.00	1,182,224.25

**2000 BUDGET AMENDMENT WORKSHEETS
TAX ANTICIPATION NOTE FUND**

Account Number	Description	2000 Budget	Expenses thru Sept	Estimated Expense Oct - Dec	Amendment
201-00-591-00-79-01	Line of Credit Principal	\$1,000,000.00	\$0.00	\$497,500.00	\$497,500.00
201-00-591-00-79-02	Land Note Principal	\$1,400,000.00	\$355,143.30	391,080.70	746,224.00
	TOTAL PRINCIPAL	\$2,400,000.00	\$355,143.30	\$888,580.70	\$1,243,724.00
201-00-591-00-81-01	Line of Credit Interest	\$47,000.00	\$0.00	34,175.37	34,175.37
201-00-591-00-81-02	Property Note Interest	\$67,600.00	\$45,851.75	\$28,927.24	\$74,778.99
	TOTAL INTEREST	\$114,600.00	\$45,851.75	\$63,102.61	\$108,954.36
	Ending Fund Balance	\$0.00			\$0.00
	TOTAL FUND	\$2,514,600.00	\$400,995.05	\$951,683.31	\$1,352,678.36

Response to October 15 Editorial Column

King County Can Do Better

We agree on so much. It's a shame we can't agree to work together. The City of Sammamish and the King County Executive and Council agree we want an East Lake Sammamish Trail. We want one soon—not in ten years. These goals are shared by our governments and our communities.

With so much in common, the County Executive and four Councilmembers still preferred to focus on our differences in their October 15 editorial column. They still support imposing an interim trail on our community at a cost of \$1.8 million—even though that temporary trail has serious flaws in safety, accessibility, scenic beauty and salmon habitat.

A Thoughtful Plan Can Benefit All

Most of us know a story of some larger government pushing a regional use facility on a local community. Most often it's something no one wants near their home, like a landfill or airport runway. The community starts by saying "No thanks," and discourse slides downhill from there.

That's not the case here. Done right, the East Lake Sammamish Trail will benefit our community and the Greater Seattle area. We simply need to work together to build the right trail—a permanent, safe, accessible, scenic and environmentally sound trail—the first time.

A Vivid Example

Here is one clear example of our need to work together. The October 15 column claimed we could avoid a "dog run" of chain link fencing on both sides of the trail. It said the County owns right-of-way along 91% of the trail, ensuring that fencing along the sides won't be closer than 50 feet.

Yet at Karen Hamilton's house the railbed bisects private property, and the County's proposed trail would be 12 feet from her twin daughters' bedroom windows. Karen's situation is not unusual. The railbed is much closer than 50 feet to many Sammamish homes. Often it squeezes between the home and the embankment that forms East Lake Sammamish Parkway. Right-of-way runs smack into reality!

Furthermore, the chain link fencing is not proposed by property owners, as the October 15 column asserts. The County's own environmental impact statement proposes it, immediately adjacent to the railbed.

Other Defects in the Interim Plan

The County plan also creates problems in safety, access and usability, scenery, and salmon habitat—all of which can be cooperatively remedied.

First, the railbed crosses many driveways where steep drops and short sightlines make unsafe crossings.

Second, the temporary trail would have only one access point in the City of Sammamish—with no public access at all for 5.5 miles. Once users get on the interim trail, those with bicycles, strollers, wheelchairs, roller blades (or wheels of any kind) would find its gravel surface unusable.

Third, the view along the proposed trail is restricted. One can hardly see the lake now along many sections of the railbed, especially where it runs behind houses. And that's with no fences.

Finally, the current railbed hampers salmon access in a number of streams, and the temporary trail would do nothing to improve the situation.

Solution Lies in Cooperation

Sammamish residents have developed a plan that creates safer crossings, better access, more scenic views, and improved stream access for salmon. The community plan was drawn up by a former Bellevue city engineer and recognized expert in trail design. We know this plan could be reality in as little as two years—and we know it's affordable—not “tens of millions of additional dollars” as the October 15 column alleged.

The community plan demonstrates the benefits of working together to meet regional and local needs. It's the strongest good faith effort we've ever seen a local community make to help fulfill a regional need.

Many Sammamish residents along the trail believe so strongly in the community plan that they are proposing to create a Local Improvement District to support it. Under the L.I.D. they would actually tax themselves to support the trail. We've never heard of a group of local residents proposing to tax themselves to support a regional project. No one we know has, either.

Yet the message in the County's column was that the temporary trail is going forward. Why? The King County Council committed to complete a master plan---prior to any public use---as a condition of agreeing to purchase the railroad right-of-way for many of the same reasons we have outlined. The master plan is due to be submitted in December 2001—not in ten years as the column stated. Why spend \$1.8 million to impose a temporary trail on the community now if the master plan may require it to be revised in one year?

Surely we can agree to do better than the current proposal for an interim trail. Working together we can plan and build a permanent multi-use trail. Let's move forward and not waste more time and money on an unsafe, limited use, temporary trail.

Received at Meeting
10/18/00
Item #6 b

**EFR / Sammamish / Redmond
tentative agreement regarding fire service**

Kos / Wilson / Herzog

Sept. 29, 2000

- Redmond will keep stations 15 and 16 open and fully staffed through 2005; ops mgrs in EFR & Redmond will be responsible for assuring best service to region.
- Sammamish accepts payment of FD 34's "asset debt" as a credit against cost of settlement with Redmond.
- Sammamish, Issaquah and FD 10 commit to full membership in EFR through 12/31/07.
- "Settlement agreement" is between Redmond (which guarantees that stations will remain open and staffed) and EFR (which agrees to pay the "settlement amount"). Sammamish is a party to this agreement for the purpose of guaranteeing continuous and full payment in the event that (a) Sammamish withdraws from EFR before expiration of this agreement; or (b) EFR ceases to exist.

Separate agreements are made between FD34 and Sammamish (regarding disposition asset debt); and between FD34 and Redmond (regarding service to District 34 and payment for that service).

- Settlement amount is \$2,962,750, which is 93.7% of "negotiated cost".
- One initial payment of \$40,000 will be made by EFR to Redmond on January 1, 2001, reducing the balance to \$2,922,750.
- Payments on this remaining balance will be made semi-annually over seven years. The interest rate is 5% *per annum*. Each semi-annual payment will be \$250,000. The first such payment will be made June 30, 2001 and the final payment 12/31/07. An amortization table illustrating this payment schedule accompanies this narrative.

Received at Meeting
10/18/00

**AGREEMENT BETWEEN EASTSIDE FIRE & RESCUE,
THE CITY OF SAMMAMISH AND THE CITY OF
REDMOND**

THIS AGREEMENT is entered into between EASTSIDE FIRE & RESCUE (a joint operation of King County Fire Protection District No. 10, King County, Washington ("District 10"), the City of Issaquah, Washington, the City of Sammamish, Washington, the City of North Bend, Washington and King County Fire Protection District No. 38, King County, Washington), the CITY OF SAMMAMISH, Washington ("Sammamish"), KING COUNTY FIRE PROTECTION DISTRICT NO. 34, King County, Washington ("District 34") and the CITY OF REDMOND, Washington ("Redmond").

RECITALS

A. District 10, King District 34 and King County Fire Protection District No. 27 have provided fire protection and emergency medical services to a portion of Sammamish since its incorporation. District 34 has provided these services through Redmond, with whom District 34 has an interlocal agreement. Redmond has provided service to Sammamish by fully staffing and operating two fire stations, commonly known as Redmond Stations 15 and 16.

B. Sammamish has become a member of Eastside Fire & Rescue, which will provide fire protection and emergency medical services to Sammamish commencing January 1, 2001 and ending December 31, 2007.

C. Sammamish and Eastside Fire & Rescue desire to have Redmond continue to fully staff and operate the two fire stations in order to supplement the fire protection and emergency medical services that will be provided to Sammamish by Eastside Fire & Rescue on and after January 1, 2001 and in order to ensure that the citizens of Sammamish continue to receive service at an appropriate level. Redmond desires to contract with Sammamish and Eastside Fire & Rescue to keep the stations and personnel available to provide service within Sammamish.

AGREEMENT

The parties agree as follows:

1. Redmond to Staff, Operate, and Equip Stations. For the period commencing January 1, 2001 and ending December 31, 2005, Redmond agrees to operate and maintain those fire stations commonly known as Redmond Stations 15 and 16. Redmond further agrees to maintain staff levels at Stations 15 and 16 at those levels currently in effect on the date this Agreement is signed, and to maintain current equipment levels at the said stations. Redmond agrees that such stations, personnel, and equipment will be available to provide fire prevention, fire suppression, emergency medical, special rescue, and hazardous materials incident response within that portion of Sammamish in which Redmond previously provided service under its interlocal agreement with District 34, except to the extent such stations, personnel and equipment may be committed elsewhere at the time of any particular call. The Fire Chiefs of Redmond and

Eastside Fire & Rescue shall agree on appropriate operational protocols in order to ensure that Redmond and Eastside Fire & Rescue provide coordinated and appropriate levels of fire prevention, fire suppression, emergency medical, special rescue and hazardous materials response within that portion of Sammamish in which Redmond previously provide such services under its interlocal agreement with District 34.

2. Fire Investigation. Eastside Fire & Rescue shall investigate fires in that portion of Sammamish in which Redmond previously provided service under its interlocal agreement with District 34. For the period commencing January 31, 2001 and ending December 31, 2005, Redmond shall, upon the request of Eastside Fire & Rescue, assist in the investigation of such fires so that the investigation is carried out in substantially the same manner as an investigation within the City of Redmond.

3. Payment. As consideration for Redmond's commitments under this Agreement, Eastside Fire & Rescue agrees to pay to Redmond the sum of \$500,000 per year for seven years, commencing with the year 2001 and ending with the year 2007. This annual sum shall be payable in two equal installments of \$250,000 each in June and December of each year. For the year 2001, Eastside Fire & Rescue agrees to make a one-time payment of an additional \$40,000 to Redmond on or before January 31, 2001.

4. Term. This Agreement shall become effective on January 1, 2001 and remain in effect through December 31, 2007. This Agreement may be terminated only by agreement of all parties, provided, that in the event that Eastside Fire & Rescue is dissolved or Sammamish ceases to be a part of Eastside Fire & Rescue at any time prior to December 31, 2007, any remaining obligations of Redmond under this Agreement shall inure to the benefit of and be transferred to Sammamish, and Sammamish shall assume and be bound by any remaining obligations of Eastside Fire & Rescue, including, but not limited to, the obligation to make payments to Redmond. The parties expressly understand that Redmond's obligations under this Agreement shall end on December 31, 2005, but that the obligations of Eastside Fire & Rescue and/or Sammamish to make payments to Redmond shall continue through December 31, 2007. The intent is to compensate Redmond for its five-year obligations under this Agreement by making payments over seven years.

5. Satisfaction of Asset Transfer Requirements. Sammamish agrees that Redmond's fulfillment of its contractual obligations under this Agreement fully satisfy any and all asset transfer requirements District 34 and/or Redmond to Sammamish pursuant to RCW 35.02.200. Sammamish hereby releases and fully discharges District 34 and the City of Redmond from any and all such requirements.

6. Indemnification and Hold Harmless. Redmond shall protect, defend, indemnify and save harmless Eastside Fire & Rescue and its component agencies, and their officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Redmond, and its officers, employees and agents, in performing this Agreement. Eastside Fire & Rescue and its component agencies shall protect, defend, indemnify and save harmless Redmond, and its officers, employees and agents, from any and all costs, claims, judgments or awards of damages,

arising out of or in any way resulting from the negligent acts or omissions of Eastside Fire & Rescue and its component agencies, and their officers, employees or agents, in performing this Agreement.

7. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three calendar days after the time of mailing if mailed by first class mail, postage prepaid.

8. Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected.

9. Entire Agreement -- Modification. This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on any of the parties unless executed in writing by authorized representatives of all of the parties. This Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

10. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF ISSAQUAH

KING COUNTY FIRE PROTECTION
DISTRICT NO. 10

By _____
Date _____

By _____
Date _____

CITY OF NORTH BEND

KING COUNTY FIRE PROTECTION
DISTRICT NO. 38

By _____
Date _____

By _____
Date _____

CITY OF SAMMAMISH

KING COUNTY FIRE PROTECTION
DISTRICT NO. 34

By _____
Date _____

By _____
Date _____

CITY OF REDMOND

By: _____
Date: _____

