

**CITY OF SAMMAMISH  
CITY COUNCIL AGENDA  
REGULAR MEETING  
REVISED  
January 3, 2001**

Wednesday, January 3, 2001, 7:30 p.m., 486 228<sup>th</sup> Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<b><u>CALL TO ORDER</u></b>	7:30 pm
<b><u>ROLL CALL/PLEDGE</u></b>	
1. Approval of Agenda	
2. Executive Session – <i>delete</i> (If necessary) to discuss personnel issues	7:35 pm
3. Appointment of Interim City Manager	7:45 pm
4. Mayor/Council/Committee Reports	7:50 pm
a) State of the City Address	8:00 pm
5. Public Comment (For members of the public to speak to the Council regarding items <u>NOT</u> on the agenda. Please limit remarks to three minute. Additional comments will be permitted before each ordinance is voted on)	8:30 pm
6. Consent Calendar	8:35 pm
a) Claims for period ending December 20, 2000 in the amount of \$129,691.23	
b) Claims for period ending January 3, 2001 in the amount of \$1,503,169.50	
c) Payroll for December 15, 2000 pay period/pay date December 20, 2000 totaling \$69,782.37	
d) Minutes of December 6, 2000 Regular Meeting	
e) Minutes of December 13, 2000 Special Meeting/Study Session	
f) Minutes of December 20, 2000 Special Meeting	

7. **Unfinished Business**  
None

8. **New Business**

a) **Mayor/Deputy Mayor Elections** 8:50 pm

b) **Exception: Thomas/3602 212<sup>th</sup> Avenue SE** 8:55 pm

c) **Exception: Scindia** 9:05 pm

9. **ADJOURN**

*d) Change Order: Sidewalk construction*

9:15 pm

*e) form subcommittee to review development code*

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d) Minutes of December 6, 2000 Regular Meeting	
e) Minutes of December 13, 2000 Special Meeting/Study Session	
f) Minutes of December 20, 2000 Special Meeting	
7. Public Hearing	8:40 pm
a) Intent to Form Beaver Lake Management District	

- 8. Unfinished Business**  
None
- 9. New Business**
- a) Mayor/Deputy Mayor Elections 8:50 pm
  - b) Exception: Thomas/3602 212<sup>th</sup> Avenue SE 8:55 pm
  - c) Exception: Scindia 9:05 pm
- 10. ADJOURN** 9:15 pm

## 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.*

JANUARY 10, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
<b>Study Session</b>				
Discussion	Sound Transit Presentation		Bob White	:40
Discussion	City Hall		Administration	:60
<b>TOTAL</b>				<b>1:40</b>

JANUARY 17, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
<b>Regular Meeting</b>				
Presentation	National Merit Semi Finalists – Skyline/Eastlake		Council	:05
Public Hearing	Beaver Lake Management District/Intent to form		Community Development	:15
Ordinance	Storm System Developer Charges/Final		Public Works	:15
Ordinance	Second Reading: Amendment to Chapter 16.82 Requirements for Clearing and Grading	1/17	Community Development	:15
Ordinance	Second Reading: Civil Penalties for Clearing/Grading Violations	1/17	Community Development	:15
Resolution	Travel/Credit/Purchasing Policies		Administration	:30
Resolution	Final Plat Approval/Van Sel		Community Development	:15
Resolution	Final Plat Approval/Highlands Ridge II		Community Development	:15
Contract	Legal Services/Kenyon Dornay Marshall		Administration	:10

12/28/00

Interlocal	Fire Services: Distribution of Assets		Public Safety	:10
Appointment	Council Committees		Council	:15
<b>TOTAL</b>				2:35

**JANUARY 24, 2001**      **ITEM**      **COMMITTEE DATE**      **LIAISON**      **TIME**  
**Study Session**


**FEBRUARY 7, 2001**      **ITEM**      **COMMITTEE DATE**      **LIAISON**      **TIME**  
**Regular Meeting**

Public Hearing	Building Moratorium Extension		Community Development	
Ordinance	Building Moratorium Extension		Community Development	

**FEBRUARY 14, 2001**      **ITEM**      **COMMITTEE DATE**      **LIAISON**      **TIME**  
**Study Session**


**FEBRUARY 21, 2001**    **ITEM**  
**Regular Meeting**

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



**MARCH 7, 2001**    **ITEM**  
**Regular Meeting**

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



**MARCH 14, 2001**    **ITEM**  
**Study Session**

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

	Suburban Cities Association Dinner/Plateau Club		

**MARCH 21, 2001**    **ITEM**  
**Regular Meeting**

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

12/28/00

**MARCH 28, 2001**

**ITEM**

**COMMITTEE DATE**

**LIAISON**

**TIME**

**Study Session**

**ITEMS TO BE SCHEDULED - COUNCIL REQUESTED**

<b>TYPE</b>	<b>ITEM</b>	<b>COMMITTEE DATE</b>	<b>LIAISON</b>	<b>TIME</b>
	Restrictions on Parking Cars at Intersections		Haworth	

**ITEMS TO BE SCHEDULED - STAFF**

<b>TYPE</b>	<b>ITEM</b>	<b>COMMITTEE DATE</b>	<b>LIAISON</b>	<b>TIME</b>
Interlocal	Shared Use Agreement-Issaquah School District		Parks	
Public Hearing	Building Meratorium Extension		Community Development	
	Storm Water Comprehensive Plan	9/20	Public Works	



# JANUARY 2001

## City Hall Meeting Schedule

Updated: 12/28/00

SUN MON TUE WED THU FRI SAT



Day	Time	Event	Day	Time	Event	Day	Time	Event
1		NEW YEARS DAY ... CITY HALL CLOSED	2	10am-4pm	Chestnut Lane Appeal (at Fire Dist. 82)	3	10am-4pm	Chestnut Lane Appeal (at Fire Dist. 82)
7	6:30-8:30 pm	Neighborhood Connections Quarterly Meeting (at City Hall)	8	5:30 pm	Finance Comm.	9	5:30 pm	Finance Comm.
14		MARTIN LUTHER KING, JR. DAY CITY HALL CLOSED	10	7:00 pm	Planning Advisory Board	11	7:00 pm	Planning Advisory Board
15	6:30 pm	Park & Recreation Commission (at City Hall)	17	5:00 pm	Public Works Committee	18	7pm-9pm	The Laurels Plat Hearing (at Fire District 82)
21	10am-4pm	Norris Estates Appeal (at Fire Dist. 222)	19	6:00 pm	Com. Dev. Comm.	20	6:00 pm	Com. Dev. Comm.
22	10am-4pm	Norris Estates Appeal—if needed (at Fire Dist. 222)	23	7:30 pm	Council Meeting (at City Hall)	24	7:30 pm	Council Meeting (at City Hall)
28	10am-4pm	Norris Estates Appeal (at Fire Dist. 222)	25	10am-4pm	Norris Estates Appeal (at Fire Dist. 222)	26	10am-4pm	Norris Estates Appeal (at Fire Dist. 222)
			27	10am-4pm	Norris Estates Appeal (at Fire Dist. 222)	31	7:00 pm	Planning Advisory Board

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

Sammamish Library  
 825 228th Avenue NE  
 Sammamish, WA

Meeting dates are Subject to change.



# FEBRUARY 2001

## City Hall Meeting Schedule

Updated: 12/28/00



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

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

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

Meeting dates are Subject to change.



Check: 3010	12/20/2000		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		1,326.55	0097847
	Total for Check Number 3010:	----- 1,326.55	
	Total for Accounts Payable Check Run:	----- 1,326.55	(1)

Claims for 12/20/00

{ 1326.55 (1)  
2460.79 (1)  
125,758.14 (1)  
145.75 (1)

\$ 129,691.23

<u>CHECK NO</u>	<u>CHECK DATE</u>	<u>VENDOR NO</u>	<u>VENDOR NAME</u>	<u>PAYMENT AMOUNT</u>
3013	12/20/2000	HARNISH	Emily Harnish	50.00
3014	12/20/2000	ICCMMA	Int City/County Mgmt Assoc	697.50
3015	12/20/2000	KILROY	Ken Kilroy	1,713.29
<b>CHECK TOTAL:</b>				----- <b>\$2,460.79</b>

①

Check: 2947	12/20/2000		
Vendor: ACE	Ace Hardware, Inc.	<u>Amount</u>	<u>Invoice No</u>
		11.23	8787
		37.62	8822
		-22.48	8823
		32.57	8857
		44.15	8851
		135.46	8831
		52.76	8820
		20.18	8780
		21.46	8766
		107.95	8761
		7.32	8705
		76.00	8725
		5.16	8772
		-----	
	Total for Check Number 2947:	529.38	
Check: 2948	12/20/2000		
Vendor: APA	APA	<u>Amount</u>	<u>Invoice No</u>
		182.00	066222
		-----	
	Total for Check Number 2948:	182.00	
Check: 2949	12/20/2000		
Vendor: APPLIED	Applied Demographics	<u>Amount</u>	<u>Invoice No</u>
		4,000.00	SAM-0011
		-----	
	Total for Check Number 2949:	4,000.00	
Check: 2950	12/20/2000		
Vendor: ARROW	Arrow Graphics	<u>Amount</u>	<u>Invoice No</u>
		162.90	5502
		1,140.30	5461
		-----	
	Total for Check Number 2950:	1,303.20	
Check: 2951	12/20/2000		
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>
		8.89	
		9.06	
		-----	
	Total for Check Number 2951:	17.95	
Check: 2952	12/20/2000		
Vendor: BELTER	Jessica Belter	<u>Amount</u>	<u>Invoice No</u>
		109.35	
		49.40	
		18.00	
		-----	
	Total for Check Number 2952:	176.75	

Check: 2953	12/20/2000		
Vendor: BMC	BMC Lumber	<u>Amount</u>	<u>Invoice No</u>
		397.41	2295564
		12.37	2295981
		145.65	2297071
		216.55	2297090
		-235.10	2297091
		235.10	2297068
		46.92	682401
		540.35	2295746
		4.95	2296047
		39.43	2295959
		-----	
	Total for Check Number 2953:	1,403.63	
Check: 2954	12/20/2000		
Vendor: BOFAPC	Bank of America Petty Cash	<u>Amount</u>	<u>Invoice No</u>
		6.99	
		10.00	
		12.47	
		6.00	
		5.96	
		21.71	
		16.56	
		16.56	
		4.65	
		10.85	
		9.18	
		46.55	
		14.00	
		-----	
	Total for Check Number 2954:	181.48	
Check: 2955	12/20/2000		
Vendor: BOTHA	Celeste Botha	<u>Amount</u>	<u>Invoice No</u>
		364.63	20014-1
		-----	
	Total for Check Number 2955:	364.63	
Check: 2956	12/20/2000		
Vendor: CH2MHI	CH2MHill	<u>Amount</u>	<u>Invoice No</u>
		7,589.90	3246012
		-----	
	Total for Check Number 2956:	7,589.90	
Check: 2957	12/20/2000		
Vendor: CODEPUB	Code Publishing Company	<u>Amount</u>	<u>Invoice No</u>
		13,617.35	14449
		-----	
	Total for Check Number 2957:	13,617.35	
Check: 2958	12/20/2000		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		51.78	30382540
		72.40	30382110
		21.63	30382490
		125.38	30282220

109.85	30405830
109.85	30405830
109.85	30405830
387.38	30128610
95.67	30405890
74.56	30382550
19.08	30154880
140.97	30155470
436.38	10389760
18.57	30382520

Total for Check Number 2958: 1,773.35

Check: 2959	12/20/2000		
Vendor: CRAN	GORDON CRANDALL	<u>Amount</u>	<u>Invoice No</u>
		729.85	

Total for Check Number 2959: 729.85

Check: 2960	12/20/2000		
Vendor: CWA	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>
		6,700.55	00-278
		5,882.56	00-285
		4,915.00	00-288
		9,184.03	00-298
		825.00	00-297

Total for Check Number 2960: 27,507.14

Check: 2961	12/20/2000		
Vendor: DAVILA	Gail Davila	<u>Amount</u>	<u>Invoice No</u>
		95.39	

Total for Check Number 2961: 95.39

Check: 2962	12/20/2000		
Vendor: DUFFORD	PHILIP DUFFORD	<u>Amount</u>	<u>Invoice No</u>
		927.00	

Total for Check Number 2962: 927.00

Check: 2963	12/20/2000		
Vendor: EARTH	Earth Tech, Inc.	<u>Amount</u>	<u>Invoice No</u>
		493.28	36186-121664

Total for Check Number 2963: 493.28

Check: 2964	12/20/2000		
Vendor: EASTJOU	Eastside Journal	<u>Amount</u>	<u>Invoice No</u>
		32.50	

Total for Check Number 2964: 32.50

Check: 2965	12/20/2000		
Vendor: FORD	Ford Graphics, Inc.	<u>Amount</u>	<u>Invoice No</u>
		31.22	12166671
		34.34	12166670

		-----	
	Total for Check Number 2965:	65.56	
Check: 2966	12/20/2000		
Vendor: GENUITY	Genuity Solutions, Inc.	<u>Amount</u>	<u>Invoice No</u>
		111.50	23739729
		-----	
	Total for Check Number 2966:	111.50	
Check: 2967	12/20/2000		
Vendor: GRANGE	Grange Supply, Inc.	<u>Amount</u>	<u>Invoice No</u>
		16.21	039884
		205.70	039781
		-----	
	Total for Check Number 2967:	221.91	
Check: 2968	12/20/2000		
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>
		44.02	00622.00-2
		5,696.38	00537.00-5
		489.62	00682.00-1
		1,506.30	00610.00-3
		872.32	00616.00-3
		224.11	00623.00-3
		1,761.85	00689.00-1
		264.13	00683.00-1
		-----	
	Total for Check Number 2968:	10,858.73	
Check: 2969	12/20/2000		
Vendor: HAMPTON	Tressia Hampton	<u>Amount</u>	<u>Invoice No</u>
		75.00	4
		-----	
	Total for Check Number 2969:	75.00	
Check: 2970	12/20/2000		
Vendor: IACP	Int Assoc of Chiefs of Police	<u>Amount</u>	<u>Invoice No</u>
		100.00	
		100.00	
		-----	
	Total for Check Number 2970:	200.00	
Check: 2971	12/20/2000		
Vendor: ICBO	Int Conf of Bldg Officials	<u>Amount</u>	<u>Invoice No</u>
		111.42	
		-----	
	Total for Check Number 2971:	111.42	
Check: 2972	12/20/2000		
Vendor: IIMC	Int Inst of Municipal Clerks	<u>Amount</u>	<u>Invoice No</u>
		105.00	
		-----	
	Total for Check Number 2972:	105.00	
Check: 2973	12/20/2000		
Vendor: INFORM	Inform Inc.	<u>Amount</u>	<u>Invoice No</u>
		7,521.30	10014102

		-----	
	Total for Check Number 2973:		7,521.30
Check: 2974	12/20/2000		
Vendor: KCBLANK	King County Finance	<u>Amount</u>	<u>Invoice No</u>
		1,380.11	7000532
		-----	
	Total for Check Number 2974:		1,380.11
Check: 2975	12/20/2000		
Vendor: KILROY	Ken Kilroy	<u>Amount</u>	<u>Invoice No</u>
		921.60	
		306.51	
		229.00	
		8.00	
		-----	
	Total for Check Number 2975:		<del>1,465.11</del>
Check: 2976	12/20/2000		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		30.50	0101333
		25.43	0092974
		-----	
	Total for Check Number 2976:		55.93
Check: 2977	12/20/2000		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		1,338.60	1065986
		-----	
	Total for Check Number 2977:		1,338.60
Check: 2978	12/20/2000		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		5,757.96	1461
		-----	
	Total for Check Number 2978:		5,757.96
Check: 2979	12/20/2000		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		224.80	
		302.34	
		1.64	
		74.39	
		145.89	
		0.66	
		151.06	
		142.97	
		74.39	
		425.71	
		-----	
	Total for Check Number 2979:		1,543.85
Check: 2980	12/20/2000		
Vendor: MOBILE	Mobile Mini, Inc	<u>Amount</u>	<u>Invoice No</u>
		314.94	42431204
		-----	
	Total for Check Number 2980:		314.94

Check: 2981	12/20/2000		
Vendor: MORRIS	Morris Hansen Enterprises, Inc	<u>Amount</u>	<u>Invoice No</u>
		282.00	9222
		-----	
	Total for Check Number 2981:	282.00	
Check: 2982	12/20/2000		
Vendor: NAPA	Napa Auto Parts Inc.	<u>Amount</u>	<u>Invoice No</u>
		647.26	733918
		65.68	734305
		-3.53	734370
		-----	
	Total for Check Number 2982:	709.41	
Check: 2983	12/20/2000		
Vendor: NEWSTR	The News Tribune	<u>Amount</u>	<u>Invoice No</u>
		136.04	
		141.50	
		-----	
	Total for Check Number 2983:	277.54	
Check: 2984	12/20/2000		
Vendor: NFPA	National Fire Protection Assoc	<u>Amount</u>	<u>Invoice No</u>
		115.00	
		-----	
	Total for Check Number 2984:	115.00	
Check: 2985	12/20/2000		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		275.26	975112876000
		275.27	975112876000
		-----	
	Total for Check Number 2985:	550.53	
Check: 2986	12/20/2000		
Vendor: OILCAN	Oil Can Henry's	<u>Amount</u>	<u>Invoice No</u>
		35.83	2743133
		-----	
	Total for Check Number 2986:	35.83	
Check: 2987	12/20/2000		
Vendor: OREGON	Oregonian Publishing Company	<u>Amount</u>	<u>Invoice No</u>
		175.64	
		175.64	
		-----	
	Total for Check Number 2987:	351.28	
Check: 2988	12/20/2000		
Vendor: PERFORM	Performance Htg & Air Inc.	<u>Amount</u>	<u>Invoice No</u>
		796.39	470131
		3,909.60	470194
		-----	
	Total for Check Number 2988:	4,705.99	
Check: 2989	12/20/2000		
Vendor: PINGREY	Danile M. Pingrey	<u>Amount</u>	<u>Invoice No</u>
		56.76	

		65.00	
		19.50	
		-----	
	Total for Check Number 2989:	141.26	
Check: 2990	12/20/2000		
Vendor: RABANC	Rabanco Connections	<u>Amount</u>	<u>Invoice No</u>
		897.63	195-000282601
		-----	
	Total for Check Number 2990:	897.63	
Check: 2991	12/20/2000		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		101.73	
		-----	
	Total for Check Number 2991:	101.73	
Check: 2992	12/20/2000		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		14,407.00	
		400.00	
		-----	
	Total for Check Number 2992:	14,807.00	
Check: 2993	12/20/2000		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		3,920.00	2000-428
		1,623.19	2000-429
		-----	
	Total for Check Number 2993:	5,543.19	
Check: 2994	12/20/2000		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		342.00	112509063
		307.80	113009334
		-----	
	Total for Check Number 2994:	649.80	
Check: 2995	12/20/2000		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		19.75	650507908 012
		17.25	650507908 012
		104.20	650507908 012
		91.55	650507908 012
		244.00	650507908 012
		-----	
	Total for Check Number 2995:	476.75	
Check: 2996	12/20/2000		
Vendor: SPOKES	The Spokesman-Review	<u>Amount</u>	<u>Invoice No</u>
		97.88	
		66.74	
		-----	
	Total for Check Number 2996:	164.62	
Check: 2997	12/20/2000		
Vendor: TRICITY	Tri City Herald	<u>Amount</u>	<u>Invoice No</u>
		61.03	4488920

77.44 4481310

Total for Check Number 2997: 138.47

Check: 2998 12/20/2000  
Vendor: UNIFIRST UniFirst Corp

Amount Invoice No  
66.19 330 0063616  
58.41 330 0064585

Total for Check Number 2998: 124.60

Check: 2999 12/20/2000  
Vendor: VERIZNW Verizon Northwest

Amount Invoice No  
1,348.29

Total for Check Number 2999: 1,348.29

Check: ~~3000~~ <sup>VOID</sup> 12/20/2000  
Vendor: VOICE Voice Stream Wireless  
CHECK: 3016

Amount Invoice No  
923.08 957.28  
144.71 167.81  
135.63  
45.21

Total for Check Number 3000: 1248.63 ~~1,305.93~~

Check: 3001 12/20/2000  
Vendor: WALDRO Waldron Resources

Amount Invoice No  
2,432.00 9767

Total for Check Number 3001: 2,432.00

Check: 3002 12/20/2000  
Vendor: WAT2 Wa State T2 Center

Amount Invoice No  
70.00

Total for Check Number 3002: 70.00

Total for Accounts Payable Check Run: 127,280.55

- 1465.11 VOID CHECK # 2975  
- 1305.93 VOID CHECK # 3000  
125,815.44 (1)  
+ 1248.63 CHECK # 3016  
125,758.14 (1)

Check: 2946      12/11/2000  
Vendor: KCBLANK      King County Finance

Amount      Invoice No  
145.75

Total for Check Number 2946:

-----  
145.75

Total for Accounts Payable Check Run:

-----  
145.75

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- For 12/00 Council Register



Check: 3046      01/03/2001  
Vendor: KINGFI      King County Finance A/R

<u>Amount</u>	<u>Invoice No</u>
8,763.98	92802
8,484.23	92801
252,541.31	92799
1,519.99	92803

Total for Check Number 3046:      271,309.51

Total for Accounts Payable Check Run:      271,309.51 (1)

1,134,193.99 (1)

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1,405,503.50

97,666.00 (1)

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1,503,169.50

<u>CHECK NO</u>	<u>CHECK DATE</u>	<u>VENDOR NO</u>	<u>VENDOR NAME</u>	<u>PAYMENT AMOUNT</u>
3018	01/03/2001	AAA	AAA Fire & Safety, Inc.	61.36
3019	01/03/2001	ARROW	Arrow Graphics	162.90
3020	01/03/2001	CORPEX	Corporate Express	1,939.23
3021	01/03/2001	CRYST	Crystal Springs Water Company	143.57
3022	01/03/2001	DUPONT	Dupont Flooring Systems	300.00
3023	01/03/2001	GRAYOS	Gray & Osborne, Inc.	120,266.32
3024	01/03/2001	ICBO	Int Conf of Bldg Officials	21.72
3025	01/03/2001	IOS	IOS Capital	528.00
3026	01/03/2001	KCBLANK	King County Finance	1,000.00
3027	01/03/2001	KENYON	Kenyon Dornay Marshall PLLC	17,100.86
3028	01/03/2001	KINGDD	King County DDES	1,188.00
3029	01/03/2001	KINGFI	King County Finance A/R	521.17
3030	01/03/2001	KINGLIB	King County Library System	952,593.30
3031	01/03/2001	PACE	Pace Engineers, Inc.	11,817.11
3032	01/03/2001	PAPERX	Paper Express, Inc.	158.59
3033	01/03/2001	POI	Professional Office Interiors	483.27
3034	01/03/2001	PSE	Puget Sound Energy	2,040.64
3035	01/03/2001	REEVE	Carter Reeve	1,313.60
3036	01/03/2001	SAM	Sammamish Plateau Water Sewer	50.21
3037	01/03/2001	SEATIM	Seattle Times	307.80
3038	01/03/2001	UNIFIRST	UniFirst Corp	66.19
3039	01/03/2001	UPS	United Parcel Service	69.22
3040	01/03/2001	VERIZNW	Verizon Northwest	171.98
3041	01/03/2001	WAAUDIT	Wa State Auditor's Office	7,481.06
3042	01/03/2001	WAGEN	State of WA Dept of Gen Admin	500.00
3043	01/03/2001	WALDRO	Waldron Resources	7,177.75
3044	01/03/2001	WESTBANK	Western Bank	6,681.46
3045	01/03/2001	WILSON	Michael Wilson	48.68

CHECK TOTAL: \$1,134,193.99

1

Check: 3047      01/03/2001  
Vendor: KINGPARK King County Park System

	<u>Amount</u>	<u>Invoice No</u>
	97,666.00	
Total for Check Number 3047:	97,666.00	
Total for Accounts Payable Check Run:	97,666.00	1

Check: 3018	01/03/2001		
Vendor: AAA	AAA Fire & Safety, Inc.	<u>Amount</u>	<u>Invoice No</u>
		61.36	281813
	Total for Check Number 3018:	-----	
		61.36	
Check: 3019	01/03/2001		
Vendor: ARROW	Arrow Graphics	<u>Amount</u>	<u>Invoice No</u>
		162.90	5504
	Total for Check Number 3019:	-----	
		162.90	
Check: 3020	01/03/2001		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		141.01	30236330
		120.33	30282221
		1,048.95	30476420
		27.45	30476530
		132.34	30476370
		336.81	30497280
		132.34	30497280
	Total for Check Number 3020:	-----	
		1,939.23	
Check: 3021	01/03/2001		
Vendor: CRYST	Crystal Springs Water Company	<u>Amount</u>	<u>Invoice No</u>
		28.12	109689
		115.45	109689
	Total for Check Number 3021:	-----	
		143.57	
Check: 3022	01/03/2001		
Vendor: DUPONT	Dupont Flooring Systems	<u>Amount</u>	<u>Invoice No</u>
		300.00	2157
	Total for Check Number 3022:	-----	
		300.00	
Check: 3023	01/03/2001		
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>
		120,266.32	
	Total for Check Number 3023:	-----	
		120,266.32	
Check: 3024	01/03/2001		
Vendor: ICBO	Int Conf of Bldg Officials	<u>Amount</u>	<u>Invoice No</u>
		21.72	
	Total for Check Number 3024:	-----	
		21.72	
Check: 3025	01/03/2001		
Vendor: IOS	IOS Capital	<u>Amount</u>	<u>Invoice No</u>
		528.00	49833476

		-----	
	Total for Check Number 3025:	528.00	
Check: 3026	01/03/2001		
Vendor: KCBLANK	King County Finance	<u>Amount</u>	<u>Invoice No</u>
		1,000.00	
		-----	
	Total for Check Number 3026:	1,000.00	
Check: 3027	01/03/2001		
Vendor: KENYON	Kenyon Dornay Marshall PLLC	<u>Amount</u>	<u>Invoice No</u>
		7,930.30	1772
		5,577.88	1773
		550.83	1774
		3,041.85	1775
		-----	
	Total for Check Number 3027:	17,100.86	
Check: 3028	01/03/2001		
Vendor: KINGDD	King County DDES	<u>Amount</u>	<u>Invoice No</u>
		1,188.00	12115637
		-----	
	Total for Check Number 3028:	1,188.00	
Check: 3029	01/03/2001		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		521.17	0101727
		-----	
	Total for Check Number 3029:	521.17	
Check: 3030	01/03/2001		
Vendor: KINGLIB	King County Library System	<u>Amount</u>	<u>Invoice No</u>
		952,593.30	
		-----	
	Total for Check Number 3030:	952,593.30	
Check: 3031	01/03/2001		
Vendor: PACE	Pace Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		11,817.11	15563
		-----	
	Total for Check Number 3031:	11,817.11	
Check: 3032	01/03/2001		
Vendor: PAPERX	Paper Express, Inc.	<u>Amount</u>	<u>Invoice No</u>
		158.59	0074059
		-----	
	Total for Check Number 3032:	158.59	
Check: 3033	01/03/2001		
Vendor: POI	Professional Office Interiors	<u>Amount</u>	<u>Invoice No</u>
		483.27	
		-----	
	Total for Check Number 3033:	483.27	
Check: 3034	01/03/2001		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		1,077.17	
		963.47	

		-----	
	Total for Check Number 3034:	2,040.64	
Check: 3035	01/03/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		1,313.60	
		-----	
	Total for Check Number 3035:	1,313.60	
Check: 3036	01/03/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		50.21	
		-----	
	Total for Check Number 3036:	50.21	
Check: 3037	01/03/2001		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		307.80	120909869
		-----	
	Total for Check Number 3037:	307.80	
Check: 3038	01/03/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		66.19	330-0065442
		-----	
	Total for Check Number 3038:	66.19	
Check: 3039	01/03/2001		
Vendor: UPS	United Parcel Service	<u>Amount</u>	<u>Invoice No</u>
		30.28	14AV93500
		22.65	14AV93510
		16.29	14AV93480
		-----	
	Total for Check Number 3039:	69.22	
Check: 3040	01/03/2001		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		171.98	
		-----	
	Total for Check Number 3040:	171.98	
Check: 3041	01/03/2001		
Vendor: WAAUDIT	Wa State Auditor's Office	<u>Amount</u>	<u>Invoice No</u>
		7,481.06	L34449
		-----	
	Total for Check Number 3041:	7,481.06	
Check: 3042	01/03/2001		
Vendor: WAGEN	State of WA Dept of Gen Admin	<u>Amount</u>	<u>Invoice No</u>
		500.00	18-1-12276
		-----	
	Total for Check Number 3042:	500.00	
Check: 3043	01/03/2001		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		2,983.00	9792
		4,194.75	9785

Total for Check Number 3043: 7,177.75

Check: 3044 01/03/2001  
Vendor: WESTBANK Western Bank

Amount Invoice No  
6,681.46

Total for Check Number 3044: 6,681.46

Check: 3045 01/03/2001  
Vendor: WILSON Michael Wilson

Amount Invoice No  
14.18  
34.50

Total for Check Number 3045: 48.68

Total for Accounts Payable Check Run: 1,134,193.99



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

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

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

**Staff present:** City Manager Michael Wilson, Director of Public Works/Finance Ben Yazici, Director of Administrative Services Dennis Richards, Director of Community Development Ray Gilmore, City Attorney Bruce Disend and City Clerk Melonie Anderson.

**Roll Call/Pledge**

Roll was called. Deputy Mayor Romero led the pledge.

**1. Approval of Agenda**

**MOTION:** Councilmember Dyer moved to approve the agenda. Councilmember Gerend seconded. Motion passed unanimously 7-0.

**2. Mayor/Council/Committee Reports**

- Public Works Committee (Councilmember Haworth): No report.
- Public Safety (Councilmember Kilroy): Chief Baranzini and Councilmember Kilroy attended the National Chief's of Police Convention to gather information on the pros and cons of the City establishing its own police force. A presentation of their research will be made a meeting later next year.
- Finance/Transportation Committee (Councilmember Huckabay): Has been attending meetings on regional transportation issues.
- Community Development Committee (Councilmember Dyer): Committee will meet on December 20, 2000 even though the Council meeting is cancelled.
- Councilmember Gerend reported on the status of the East Lake Sammamish Trail and the proposed interlocal agreement between the City and King County. He proposed the agreement be prepared and presented to the County Council before they meet next week. It appears the County is continuing with their planning process without the City. Bob White, Director of Sound Transit will make a presentation before Council on January 10, 2001 at the Study Session.

- Eastlake High School Report (Student Liaison Lin Yang): Winter sports programs are going well. The school held a successful blood drive last week. The honor society will be hosting a canned food drive next week. Work is progressing on the formation of the Youth Advisory Board.
- Skyline High School Report (Student Liaison Mary Vinuelas): The Skyline Football team won the 3A State Championship. The Key Club and the National Honor Society are making sandwiches for the homeless next week. Students invited Chief Baranzini to chaperone the dance on December 20, 2000. The school is looking for a new principal. Councilmember Kilroy directed staff to prepare a proclamation honoring the football team for their accomplishments.

### 3. Public Comment

James McGraw, 1525 248<sup>th</sup> Avenue SE, He handed out a map regarding the proposed road alignment going through the Laurels Plat. He is concerned that 244<sup>th</sup> is not following the correct route.

### 4. Consent Calendar

- a) **Claims for period ending November, 2000 in the amount of \$1,417,659.54**
- b) **Payroll and benefits for pay date of November 20, 2000 in the amount of \$74,035.83 and pay date of December 5, 2000 in the amount of. \$93,681.52**
- c) **Minutes of Regular Meeting November 1, 2000**
- d) **Minutes of Regular Meeting November 15, 2000**

**MOTION:** Councilmember Dyer moved to approve the Consent Calendar. Councilmember Huckabay seconded. Motion passed unanimously 7-0.

**AMENDMENT:** Councilmember Gerend moved to remove the November 15, 2000 minutes from the Consent Agenda. Councilmember Haworth seconded. Motion passed unanimously 7-0.

### 5. Public Hearing

Mayor Barry declared the Public Hearing open at 7:55 pm

**Ordinance proposal to amend ordinance O2000-68, which extended the moratorium on the filing of applications for development permits and approvals within the corporate limits of the City of Sammamish, by the addition of a categorical exemption for certain wireless communications facilities**

Community Development Director Ray Gilmore gave the staff report. The ordinance would amend the Building Moratorium to allow wireless communications facilities that would be located within the public rights-of-way of 228<sup>th</sup> Avenue, Sahalee Way NE, Inglewood Hill Road,

East Lake Sammamish Parkway SE, SE 43<sup>rd</sup> Street, 212<sup>th</sup> Avenue SE, NE 20<sup>th</sup> Street and Lewis-Thompson Road.

**Public Comment**

Molly Lawrence, 701 5<sup>th</sup> Avenue, Suite 5000, Seattle, representing Voicestream Wireless. She explained the types of facilities her company would use. The company would probably request to build one or two new facilities in the next 18 months.

Eric Shield, representing Voicestream Wireless, Answered questions posed by Council.

Lisa Verner, PO Box 70372, Seattle, representing Metricom Wireless, She explained her company offers internet access and is not in competition with Voicestream. Their units are attached to pre-existing light standards. The company would probably require a total 150 units to cover the City.

Tom Slade, 3315 Montevilla Parkway, Bothell, representing Sprint, He answered questions regarding the types of facilities his company would require in the City.

Councilmember Haworth asked why these facilities could not be placed in underground vaults. Mr. Slade explained the equipment needed good ventilation to keep the equipment running correctly. He ensured that the company would be responsible for maintaining any facilities they build.

James McGraw, (spoke earlier), He pointed out that some of these facilities make noise, due to the ventilation fans and sometimes require lighting, which he finds concerning.

Mayor Barry declared the public hearing closed at 8:20 pm.

**6. Unfinished Business**

**MOTION:** Councilmember Dyer moved to suspend the rules and remove Item 6a from the agenda and to continue this meeting to December 13, 2000. Councilmember Gerend seconded. Motion passed unanimously 7-0.

Council recessed from 8:25 pm to 8:40 pm.

**MOTION:** Councilmember Haworth moved to hold a study session on Tuesday, December 12, 2000 beginning at 7:00 pm for the purpose of further consideration of the budget. Councilmember Gerend seconded. Motion passed unanimously 7-0.

- b) Ordinance: an ordinance of the City of Sammamish, Washington, relating to the levying of taxes and establishing the amount to be raised in 2001 on the assessed valuation of the property within the city.**

**MOTION:** Councilmember Huckabay moved to adopt an ordinance for the City of Sammamish relating to the levying of taxes and establishing the amount to be raised in 2001 on the assessed valuation of the property within the City. Councilmember Dyer seconded. Motion unanimously 7-0.

Councilmember Huckabay explained the four options available for Council to choose from. Option 1, 2 and 3 were prepared by King County and option 4 was prepared and recommended by the Finance Committee. Option 1 is the tax amount recommended by I-722 and is a .47 % reduction from last year. Option 2 uses a 2.6 % implicit price deflation and is a .45% decrease from last year. Option three is a 6% increase which results in a .35% decrease from last year. Option four is a decrease of .56%, the largest decrease of the four options. The Finance Committee is recommending option four because it addresses the citizens' expressed desire to keep property taxes as low as possible.

Councilmember Haworth said he would not support Option 4 because the City needs as much money as can be collected. Unfortunately, under the current taxing system, the state does not allow a city to recapture any dropped revenue. He feels that option 1 would be the best alternative since it complies with the intent of I-722, is still a decrease in taxes and will collect enough money for operating expenses for the City.

Councilmember Huckabay explained the Finance Committee's position was that if taxes are kept as low as possible, the citizens would respond favorably if approached to approve other types of funding for capital improvement projects.

Councilmember Gerend commented that property taxes are already high enough and keep increasing due to the fact that property values are rising. He advocated a real estate excise tax or other types of revenue sources.

Deputy Mayor Romero concurred with Councilmember Gerend. Residents on fixed incomes will appreciate even a small decrease in their property taxes.

Councilmember Kilroy favors Option 4 but does not endorse a real estate excise tax.

**AMENDMENT:** Councilmember Huckabay moved to change the dollar amount in Section 1 from \$13,895,578 to \$13,500,000 and the total levy rate is being set at \$13,500,000 which is a decrease of \$217,342 from last year. Councilmember Kilroy seconded. Motion passed 5-2 with Mayor Barry and Councilmember Haworth dissenting.

After discussing what clarification should be added to the ordinance to explain the difference in the dollar amounts from last year to reflect the collection of money for the fire department and the library district, Council directed staff to add a "Whereas" clause to the ordinance. This clause would explain the difference in the amount of money collected.

## **7. New Business**

### **a) Hardship Exception Request/Evans**

Community Development Director Ray Gilmore explained that this request is for an exception to the building moratorium to allow the application submittal for a two-lot short plat.

Councilmember Gerend said that because full infrastructure was installed on both halves of the lot, he believes this would lead the applicant to believe he had the right to proceed with the short plat and to deny the exception would place them under extreme hardship.

**MOTION:** Councilmember Kilroy moved to grant the exception. Councilmember Haworth seconded. Motion passed unanimously 7-0.

**b) Resolution: Final Plat Approval of Beaver Lake Park**

Mr. Gilmore explained this was a 22-lot subdivision that was granted preliminary approval under King County. They have met all conditions set by King County. Special Projects Manager Matt Mathes was in attendance to answer staff questions.

Councilmember Gerend asked some questions about the type of drainage required. His concern was that there was not an infiltration drainage requirement in place for this subdivision. Questions were raised about the tree buffer for the natural border. Councilmember Gerend requested staff to consider restricting the cutting of buffer trees once the building moratorium is lifted.

Mr. Mathes explained this subdivision is not being held to City street standards.

Councilmember Huckabay inquired whether the City could require anything to prevent future tree blow downs on this project. Mr. Mathes explained the applicant could be urged to protect their own self-interest by having an arborist check out the plat.

**Public Comment:**

Tom Harmon, 2302 W. Beaver Lake Drive: He believes the requirements for the plat have changed significantly from preliminary plat approval to final plat approval without allowing for citizen input. He asked Council to table the approval of the plat until more input from the community can be gathered.

City Attorney Bruce Disend explained that the time had passed for holding public hearings and the applicant is now entitled to final plat approval.

Tim Cowling, Applicant: Explained that delay in granting final plat approval would cost him \$2,500 per day and that he had complied with all conditions for final plat approval.

Susan Cartozian, 2830 East Beaver Lake Drive SE: She believes the applicant has not met all the conditions for final plat approval and explained there is a dispute regarding the property line between her property and the applicant's.

Sharon Friethell, 25607 SE 28<sup>th</sup> Street: She does not believe the public was kept informed about changes made to the conditions on the plat after preliminary approval.

**MOTION:** Councilmember Kilroy moved to approve a resolution granting final approval for Beaver Lake Park. Deputy Mayor Romero seconded. Motion passed 7-0.

- c) **Ordinance: an ordinance of the City of Sammamish, Washington, amending ordinance O2000-68, which extended the moratorium on the filing of applications for development permits and approvals within the corporate limits of the City of Sammamish, by the addition of a categorical exemption for certain wireless communications facilities**

MOTION: Deputy Mayor Romero moved to adopt the ordinance allowing categorical exemptions for certain wireless communications facilities. Councilmember Gerend seconded. Motion passed unanimously 7-0. (O2000-74)

AMENDMENT: Deputy Mayor Romero moved to change the wording in the ordinance as follows: In Section 1, i, (1) drop the SE from 228th Avenue. Change the last sentence in the criteria to read fifteen inches cubed (not fifteen cubic inches). In (3) change the word collectors to collocated. Councilmember Kilroy seconded. Amendment passed unanimously 7-0

- d) **Ordinance: First reading of an ordinance of the City of Sammamish, Washington, amending chapter 16.82, Clearing and Grading, of the Interim Sammamish Development Code by creating a new section 16.82.025 that sets forth which actions require a clearing and grading permit and amending section 16.82.050(2) to create an exception for normal and routine maintenance of lawns and landscaping.**

Mr. Gilmore explained this ordinance would correct an oversight in the Interim Development Code that defines which actions require a clearing and grading permit and sets standards for obtaining such permits.

- e) **Ordinance: First reading of an ordinance of the City of Sammamish, Washington, amending chapter 23.32, civil fines and civil penalties, of the Interim Sammamish Development Code by amending section 23.32.010(1) that sets forth new penalties for the unauthorized removal of trees or the clearing of land.**

Mr. Gilmore gave the staff report. The City has been experiencing instances where tree cutting or land clearing has occurred without the proper permits. The current penalties in place do not seem to be a sufficient deterrence. This ordinance would establish a “stepped” civil penalty for repeat violators. The penalties are significantly higher than the current code provides. Councilmembers Gerend, Kilroy and Huckabay requested the City Attorney to add additional language that will allow an increase in penalties for more serious violations. Deputy Mayor Romero suggested adding additional penalties based on lot valuation. Councilmember Haworth explained he does not feel these penalties should apply to individual homeowners. He suggested a higher threshold so the ordinance would be applicable mainly to developers and not homeowners.

- f) **Ordinance: An ordinance of the City of Sammamish, Washington, amending Ordinance No. 099-15 to add penalties for violations of the hours of construction**

Mr. Gilmore requested Council suspend their rules, and adopt this ordinance on the first reading. The City has been experiencing repeated violations of construction hours. This ordinance will increase the penalty and allow the police to give citations.

MOTION: Councilmember Dyer moved to suspend Council rules to adopt the ordinance on the first reading. Councilmember Huckabay seconded. Motion passed unanimously 7-0.

MOTION: Councilmember Dyer moved to adopt an ordinance amending Ordinance No. 099-15 to add penalties for violations of the hours of construction. Councilmember Kilroy seconded.

Councilmembers asked various questions for clarification on what would constitute a violation, should the first offense incur a penalty or just a warning, should the hours be extended, would the penalties be assessed against individual homeowners, etc. Since Council had some concerns about this ordinance the recommendation was to send it back to the Community Development Committee for changes.

MOTION: Councilmember Dyer moved to refer this ordinance back to the Community Development Committee. Councilmember Kilroy seconded. Motion passed unanimously 7-0.

**g) Interlocal: District Court Services**

Chief Baranzini gave the staff report. This interlocal agreement provides for the King County Prosecutor's office to hear first appearance and warrant cases at the downtown and Regional Justice Center on behalf of municipal prisoners thus reducing the amount of transport time for our police offices.

MOTION: Councilmember Kilroy moved to authorize the City Manager to sign an interlocal agreement with King County to provide for District Court services. Councilmember Haworth seconded. Motion passed unanimously 7-0.

**8. Adjournment: Mayor Barry adjourned the meeting at 10:10 pm**

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Melonie Anderson, City Clerk

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Jack Barry, Mayor



**City of Sammamish  
City Council Notes  
Study Session  
December 12, 2000**

Mayor Jack Barry opened the Study Session of the Sammamish City Council at 7:00 pm.

**Councilmembers present:** Mayor Jack Barry, Deputy Mayor Troy Romero, Councilmembers Phil Dyer, Don Gerend, Ron Haworth (arrived 7:40 pm) and Kathleen Huckabay.

**Councilmembers absent:** Ken Kilroy

**Staff present:** City Manager Michael Wilson, Director of Public Works/Finance Ben Yazici, Director of Administrative Services Dennis Richards, Director of Community Development Ray Gilmore, Planning Manager David Sawyer and City Clerk Melonie Anderson.

**2001/2002 Budget Discussion**

Councilmember Huckabay, as Chairman of the Finance Committee presented the Council goals for the next year. These goals will have a direct bearing on the budget that is developed and adopted for the next two years.

City Manager Michael Wilson handed out a report to Council outlining the requested staffing positions for the next two years. Copies of these materials are available by requesting them, in writing, from the City Clerk.

**Mayor Barry closed the study session at 9:45 pm**



**City of Sammamish  
City Council Minutes  
Special Meeting  
Study Session  
December 13, 2000**

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

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

**Councilmembers absent:** Councilmember Phil Dyer

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

**Roll Call/Pledge**

Roll was called. Councilmember Gerend led the pledge.

**1. Public Comment**

Tom Harmon, 2302 W. Beaver Lake Drive: As a follow up to his comments on the final plat approval for Beaver Lake Park, there will be a meeting with the City Attorney to determine to his group's satisfaction that all conditions have been met.

**2. Approval of Agenda**

**MOTION:** Councilmember Haworth moved to add a Memorandum of Understanding between Eastside Fire and Rescue and the City regarding method of payment for services to the agenda. Councilmember Gerend seconded. Motion passed unanimously 6-0.

**MOTION:** Deputy Mayor Romero moved to add an Executive Session to the agenda for the purpose of discussing personnel issues. Councilmember Kilroy seconded. Motion passed unanimously 6-0.

**3. Unfinished Business**

- a) Ordinance: an ordinance of the City of Sammamish, Washington, adopting the 2001-2002 budgets**

City Manager Michael Wilson gave the staff presentation. He presented a detailed package that explained all the changes made to the budget as requested by Council at the previous study session. All changes will be reflected, in writing, in the final budget document.

Councilmember Huckabay questioned the \$150,000 being proposed for City Hall Facilities. She believes it should be deleted from the budget.

Deputy Mayor Romero questioned why the proposed hired date for the Community Development Administrative Assistant was move up from July to March.

**MOTION:** Councilmember Huckabay moved to adopt the 2001/2002 budget for the City of Sammamish. Councilmember Gerend seconded. Motion passed unanimously 6-0. (O2000-75)

**AMENDMENT:** Councilmember Huckabay moved to amend the budget to adjust Item C, City Hall Facilities to increase the decrease from \$78,000 per year in FY 2001, 2002 to \$135,000 in FY 2001, 2002. Councilmember Kilroy seconded. Amendment passed unanimously 6-0.

**AMENDMENT:** Councilmember Huckabay moved to amend the budget to approve the revenue adjustment in 2001 from \$14,175,000 to \$13,500,00 and adjust the 2002 revenue amount from \$15,470,000 to \$14, 870,000 which is a \$600,000 decrease. Councilmember Kilroy seconded. Amendment passed unanimously 6-0.

**AMENDMENT:** Deputy Mayor Romero moved to amend Attachment "A" to delete each position that has been deleted in the bulk of the budget and to add any position that has been approved in the bulk of the budget. Councilmember Gerend seconded. Amendment passed unanimously 6-0.

#### **4. New Business**

##### **a) Memorandum of Understanding between Eastside Fire & Rescue and the City of Sammamish.**

Councilmember Haworth gave the report. Because Eastside Fire & Rescue does not have any operating capital, but must borrow it from Fire District 10, it is advisable for the City to pay for services on a monthly basis to avoid any possible interest charges.

**MOTION:** Councilmember Haworth moved to approve the Memorandum of Understanding and authorize the City Manager to sign the agreement for monthly payment of services. Councilmember Kilroy seconded. Motion passed unanimously 6-0.

Council adjourned from 7:35 pm to 7:40 pm

Council recessed to Executive Session at 7:40 pm.

Council reconvened from Executive Session at 8:20 pm.

**STUDY SESSION**

The study session was opened at 8:20 pm.

Ch2mHill gave a presentation on the Draft Stormwater Management Comprehensive Plan. The City's objective in developing a comprehensive stormwater program is to preserve and protect the environment, public and private property, and the health and welfare of its citizens.

A copy of the presentation and the draft Stormwater Management Comprehensive Plan is available at City Hall.

Study session closed at 9:45 pm.

Council recessed to Executive Session at 9:45 pm.

Council reconvened from Executive Session at 10:15 pm

**5. Adjournment: Mayor Barry adjourned the meeting at 10:15 pm.**

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Melonie Anderson, City Clerk

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Jack Barry, Mayor



**City of Sammamish  
City Council Minutes  
Special Meeting  
December 20, 2000**

Mayor Jack Barry called the special meeting of the Sammamish City Council to order at 7:30 pm.

**Councilmembers present:** Mayor Jack Barry, Deputy Mayor Troy Romero (arrived 7:45 pm), Councilmembers Phil Dyer, Don Gerend, Ron Haworth, Kathleen Huckabay and Ken Kilroy.

**Staff present:** City Attorney Bruce Disend

**Roll Call/Pledge**

Roll was called. Councilmember Gerend led the pledge.

Mayor Barry announced the sole purpose for this meeting was to hold an executive session for the purpose of reviewing the performance of a public employee. Action may be taken on this matter in open session following the executive session. Council will reconvene in 45 minutes.

Council reconvened at 8:20 pm and Mayor Barry read the following statement:

The City Council of the City of Sammamish has met in executive session this evening to review and consider the request from the City Manager, Mr. Michael Wilson. Mr. Wilson has asked us to honor his request to no longer serve as City Manager. Mr. Wilson has indicated that this is the result of personal, family and health reasons. After a great deal of deliberation, this Council has accepted and honored Mr. Wilson's request, which will be effective December 31. We are also pleased to accept Mr. Wilson's offer to provide transitional consulting services to the interim and permanent City Manager to continue the work Mr. Wilson has performed in service to the citizen's of Sammamish. For the next six months Mr. Wilson will assist in ensuring the goals of this Council and the fine work of our dedicated City employees will continue in an efficient and seamless manner. Mr. Ben Yazici, Director of Public Works/Finance, has been asked to serve in Mr. Wilson's absence until such time as this Council may designate an interim City Manger and complete the appropriate process for selection and hiring of a permanent City Manager to succeed Mr. Wilson. This Council assures the citizens of Sammamish and our staff that this change will not have any measurable impact on the functioning of municipal government or staff. We also thank Mr. Wilson for his dedication and hard work for the City of Sammamish.

**MOTION:** Councilmember Dyer moved to accept the resignation of City Manager Michael Wilson. Councilmember Huckabay seconded. Motion passed unanimously 7-0.

**Mayor Barry adjourned the meeting at 8:35 pm.**

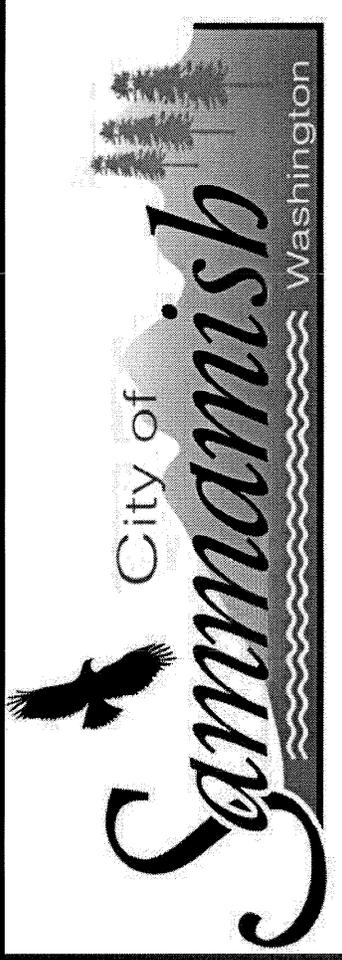
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Melonie Anderson, City Clerk

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Jack Barry, Mayor





# State of the City

January 2001

By Mayor Jack Barry



# Leadership



## City Council

(Left to Right) Ron Haworth, Don Gerend, Phil Dyer, Kathleen Huckabay,  
Ken Kilroy, Deputy Mayor Troy Romero and Mayor Jack Barry



As the Mayor of Sammamish for the first year of the millennium, I have had many wonderful experiences and have been rewarded many times over. Permit me to share with you the reasons.

First, I've had the opportunity to serve the residents and taxpayers of the City of Sammamish. As your neighbor and friend, I feel exhilarated each time I see you in the neighborhoods, at the shopping centers, in our schools, or at City Hall. I find you to be very energetic, visionary and interested in what the City staff and Council are doing to improve your quality of life. My promise to you is to continue to exercise my best judgment and make the decisions that represent your wishes most accurately!

Secondly, I've been honored to work with thoughtful and dedicated Council colleagues as we have struggled collectively to establish City systems and procedures. You know them all: Deputy Mayor Troy Romero, an attorney who consistently keeps us on the straight and narrow. Phil Dyer, our first Mayor, who set the stage for leadership in those early days when tough decisions were needed. Don Gerend, whom we have come to know affectionately as Mr. "All About Roads." Ron Haworth, who has negotiated masterfully with our neighbor cities to provide the best in fire protection while saving more than \$1.6 million in taxes. Kathleen Huckabay, our CPA Councilmember who carefully manuevered our budget to reflect the needs of our City while saving us thousands of dollars. And Ken Kilroy, who has used his law enforcement background to increase health and safety protection. Ken has helped Sammamish double police services.

Finally, I'm gratified by our early achievements. We now have a Planning Advisory Board and a Parks and Recreation Commission guiding our Comprehensive and Park Plans. Soon we will have a Youth Advisory Board. We have a plan to improve roads by increasing the amount we spend from the County's \$1 million to \$10 million. We were recently awarded a \$1.5 million grant for roads. We have purchased nearly 190 acres of land which we will use to meet the needs of the City at a cost which many consider a "smoking deal." We're putting in sidewalks and street lighting as requested. We have met with our other City Councils and the Issaquah School Board to create new partnerships.

In summary, we have moved quickly to build commissions/advisory boards, start key capital improvements, plan for significant tax savings and maximize service to residents throughout the city. Along with my colleagues on the City Council and committed city staff, I deeply appreciate the opportunity to serve you and help create the improvements in local service and infrastructure you want and deserve.

The future of our beautiful City looks bright, indeed!

Permit me to share with you the progress we have made...



# In General

We have a significant capital deficit  
in our community which we have  
been focusing on addressing  
by building infrastructure.



# Police

We have doubled the police coverage-  
Twice the number of officers compared to  
pre-incorporation levels.



# Fire Services

- Since incorporation Sammamish has joined the Eastside Fire and Rescue organization. As a direct result of this arrangement:
  - Our citizens receive a reduction in property taxes of nearly 1.6 million dollars.
  - The City of Sammamish will become owner of:
    - Three Fire Stations (Pine Lake, North End and Klahanie)
    - Six Fire Engines
    - Six Emergency Medical Care Units
    - One 100 foot Aerial Ladder Truck
    - One Heavy Duty Rescue Truck
    - Three Sedans
  - And will further benefit from possible reduction in future fire insurance premiums



# Public Works

- We applied for and obtained a \$1.5 million grant for improvements to 228<sup>th</sup> Avenue.
- 228<sup>th</sup> Avenue Phase IA is under construction. \$5,000,000
- 228<sup>th</sup> Avenue Phase IB is under design and right-of-way acquisition. \$500,000
- We have initiated the school sidewalk program with sidewalks on NE 16<sup>th</sup> Street and SE 32<sup>nd</sup> Way. \$350,000
- We are on our way to obtaining a \$10 million Public Works Trust Fund loan for 228<sup>th</sup> Avenue at 0.5% interest rate.
- Purchased the Public Works Operations site.
- Completed the city's first:
  - ◆ Interim Six Year Transportation Plan
  - ◆ Interim Capital Improvement Plan
  - ◆ Public Works Operations Business Plan
  - ◆ Public Works Development Standards



# Parks & Recreation

- Purchased 180 acre Galley Farm property.
- Successfully negotiated with the County to enter into an agreement to be a partner in the East Lake Sammamish Trail.
- Submitted an IAC application for the acquisition of the 56 acre Beaver Lake Natural Preserve.
- Installed a new Children's Play Area at Bill Reams East Sammamish Park. This project utilized funds from King County Parks as well as the City of Sammamish.
- Developed Supplemental Maintenance Agreement with Eastlake Little League, building a long term relationship to ensure quality ball fields at East Sammamish Park.
- Conducted a comprehensive Parks and Recreation Survey to obtain community views concerning current and future parks and recreation services.
- Conducted a series of four public workshops focused on the topic of a Sammamish Community Center.
- Established relationships with the YMCA and the Boys and Girls Club, Building a foundation of cooperation and potential partnerships in the delivery of recreation services to Sammamish.
- Upgraded the electrical system at Bill Reams East Sammamish Park.



# Planning & Community Development

- Processed one third of the 60+ subdivision applications started in King County.
- Appointed the Planning Advisory Board to lead the first ever comprehensive plan.
- Completed the transportation modeling citywide based on existing land use and zoning.
- Completed the visioning process, including 228<sup>th</sup> Avenue corridor workshops.
- Tracked Endangered Species Act (ESA) activities for year 2001 compliance steps.
- Prepared the first ever Environmental Impact Statement (EIS) for a proposed major residential project (The Laurels, 117 lots) to meet SEPA responsibilities.

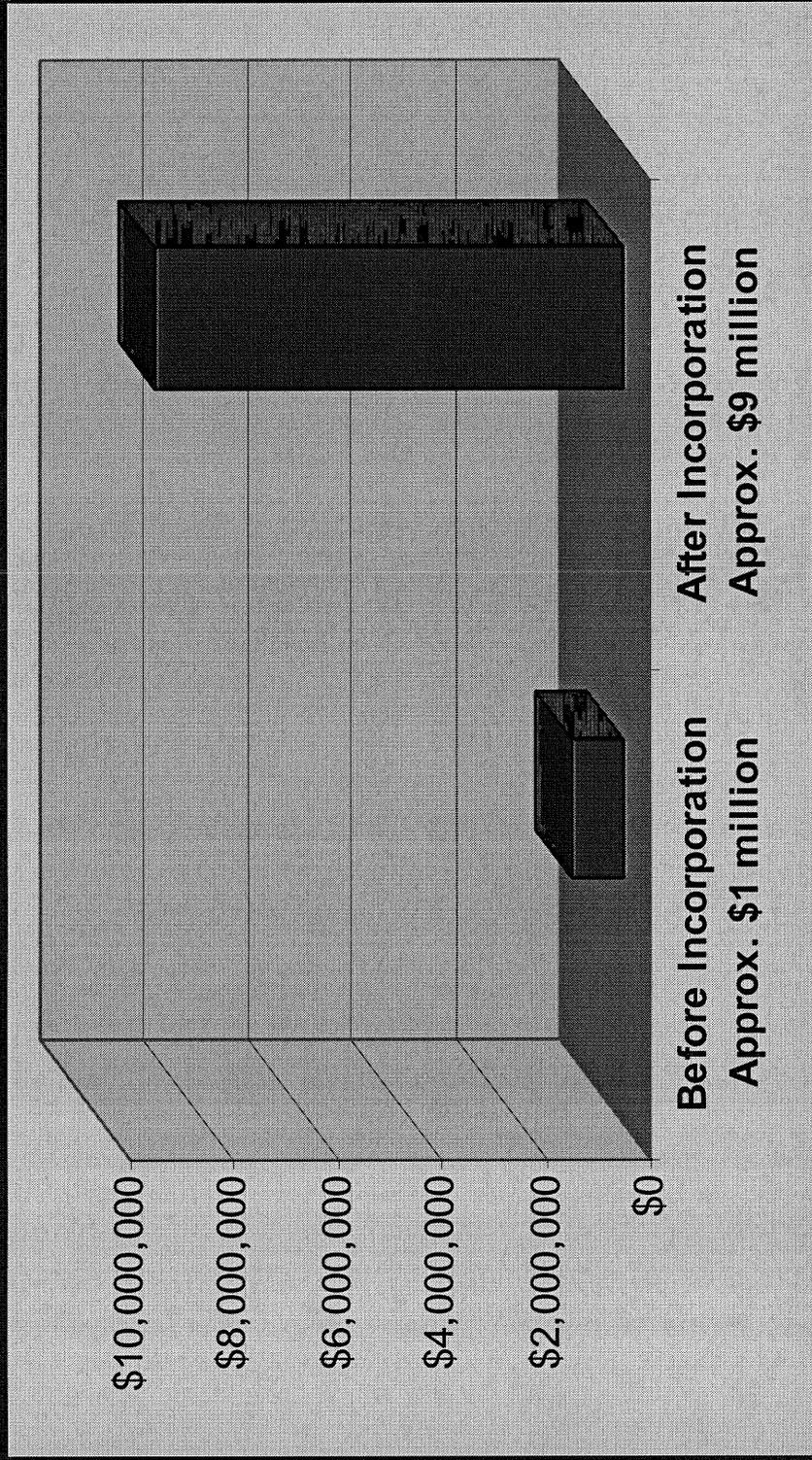


# Finance

- Purchased and implemented the City's first financial software.
- Completed the 1999 Annual Report
- Underwent our first audit, receiving outstanding praise from the State Auditor
- Bottom line...Our Books Are In Order!



# Annual Capital Investment in Our City Before and After Incorporation

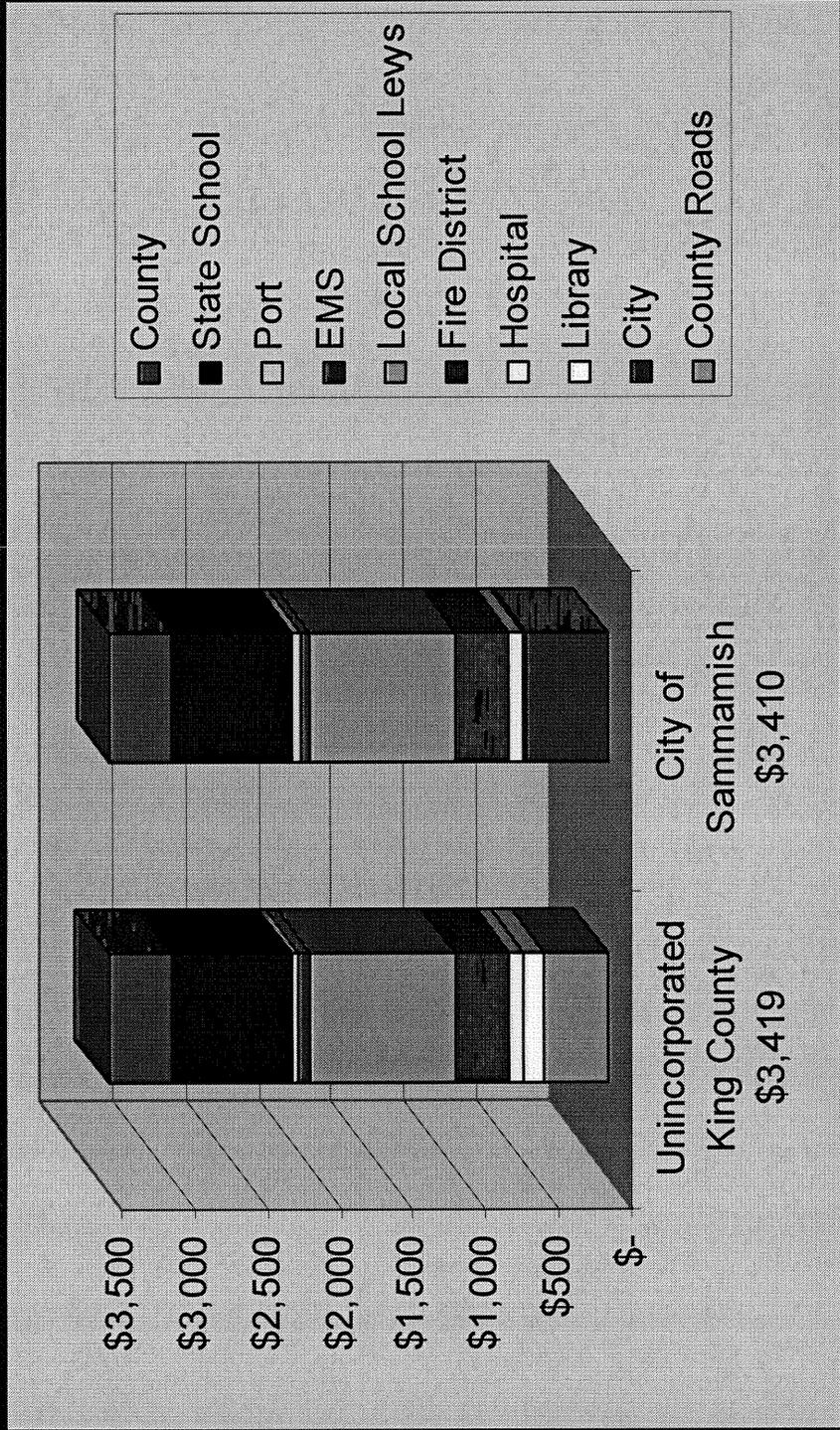




We accomplished all this  
while keeping the total tax burden  
for our citizens lower than  
Unincorporated King County areas.



# TAXES



Based on \$250,000 assessed property value. Model based on school district #414, fire district #10 and hospital #H2.



*Our first full year of incorporation has brought about significant progress toward our goals. Our objectives are within our reach. With continued effort, we will make Sammamish the type of city we all envisioned.*

*My fellow council members and honorable citizens. The State of the City of Sammamish has never been better.*

*It has been a pleasure to serve as your mayor for the past year. I look forward to continuing my service to our community as a council member for 2001.*

*- Jack Barry, Mayor*



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

**Subject: Request to except a four (4) lot short plat from the City's Development Permit Moratorium by Pamela Barber Thomas**

**Meeting Date: January 3, 2001**

**Date Submitted: December 29, 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 for a four (4) lot short plat. The project is located at 3602 212<sup>th</sup> Avenue SE near the intersection of 212<sup>th</sup> Place SE and SE 37<sup>th</sup> Street. The property contains approximately one (1) acre of land and currently is developed with one existing single-family residence. The applicant's request is attached as Attachment A for the Council's review.

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 current moratorium.

8545 NE Juanita Drive  
Kirkland, WA 98034  
December 6, 2000

The City Council  
City of Sammamish  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98053



Council Members,

This letter is to request a hardship exception to the land use development moratorium for my proposed short plat at 3602 212<sup>th</sup> Avenue SE, Sammamish WA 98029. I enclose an unrecorded survey that shows the location and plan for the proposed short subdivision.

Since February of 1998, I have been applying every four months to the Sammamish Plateau Water and Sewer District for a water allocation for this proposed shortplat. In February of this year, I was informed by the District that I was successful in the lottery and that I would receive water and sewer certificates if I entered into a Developer Extension Agreement by April 21, 2000. I consulted with the city planners and was told that there was a categoric exemption to the moratorium for short plats for which water rights were applied for before the moratorium and for which water rights were granted. On this basis I authorized the Civil Engineering firm of Baima and Holmberg to proceed with surveying and engineering work. A Pre-Application meeting with City planners and engineers was scheduled and held on April 10, 2000. At this meeting no overriding negative issues were raised. On this basis I entered into the Developer Extension Agreement with the Sammamish Plateau Water and Sewer District, paid the District preliminary Certificate of Availability Fees and was issued water and sewer certificates on May 5, 2000. By October 2000 my engineers and I were ready to submit our short plat application to the City. However, at this time I discovered that, on August 16, 2000, the City Council excepted any division of land from the categoric exemption to the development moratorium. For this reason I am making this request for a "hardship exception" to the moratorium. (I have obtained the enclosed six month extension to the water and sewer certificates.)

Based on rules in force at the time, I took the various actions listed in the previous paragraph. These involved much effort and considerable expense in fees to governmental agencies and private consultants. The imposition of the moratorium, and the removal of the categoric exemption from the moratorium, for shortplats for which sewer and water certificates will expire, will negate much of this work and cause me significant financial loss. I therefore request a hardship exception to the moratorium for my proposed shortplat.

Sincerely,



Pamela Barber Thomas

**ATTACHMENT A**

*Pamela Barber Thomas Hardship Exception Request – Page 1 of 3*



# SAMMAMISH P L A T E A U

WATER AND SEWER DISTRICT

October 31, 2000

Pam Thomas  
8545 NE Juanita Drive  
Kirkland, WA 98034-3524

**RE: Thomas 212th SE Short Plat - Certificate Extension**

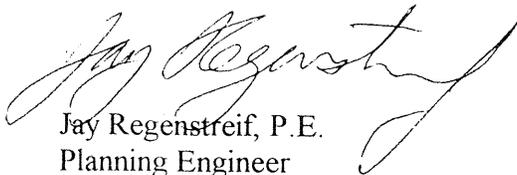
Dear Ms. Thomas:

This letter is in response to your request for an extension on the validity of your Certificate(s) of Water and Sewer Availability for the above referenced project.

The Sammamish Plateau Water and Sewer District Board of Commissioners did extend the Certificates date of expiration to May 2, 2001. The motion for the extension is contained in the attached Minutes of the Board of Commissioners meeting of October 16, 2000. These minutes should be attached to the Certificates of Availability as verification of this extension, before the Certificates are submitted to King County with your development application.

If you have any further questions, please contact our office.

Sincerely,



Jay Regenstreif, P.E.  
Planning Engineer

Encl.

## ATTACHMENT A

*Pamela Barber Thomas Hardship Exception Request – Page 2 of 3*

00-10-52thomas ext2



AGENDA BILL

CITY OF SAMMAMISH  
CITY COUNCIL

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**Subject: Request to except a nine (9) lot short plat from the City's Development Permit Moratorium by Scindia Partners**

**Meeting Date: January 3, 2001**

**Date Submitted: December 29, 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:**

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**Budgeted Amount: NA**

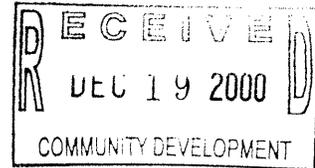
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**Summary Statement:** This request is for a nine (9) lot short plat. The project is located in the vicinity of SE 8<sup>th</sup> Street and 203<sup>rd</sup> Avenue SE. The property contains approximately 15.3 acres of land and is currently undeveloped. The applicant's request is attached as Attachment A for the Council's review.

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 current moratorium.

November 27, 2000



Mr. David Sawyer  
Planning Manager  
City of Sammamish  
704-228<sup>th</sup> Ave. NE PMB491  
Sammamish, Wash 98053

Re; request for relief from Development Moratorium for Scindia

Dear Mr. Sawyer,

The Scindia Partners purchased the three parcels (0524069033, 0524069117 & 9118) in the late 1970's. The plan was to use the properties for funding their retirements. In the late 1980's, the owners agreed to be included in the East Lake Sammamish Sewer LID. In 1989, the SPW&S district initiated a moratorium on new water hookups. The moratorium was lifted in 1994. I have attached a copy of the history of water availability for your review. As water supplies dwindled, the district went to a lottery system, which still exists today. During the same time period, the county adopted the Sensitive Areas Ordinance, a Wildlife Corridor System and a Non-Disturbance zone that affects a portion of the 3 parcels.

Meanwhile, the sewer assessments continue. The partners no longer have the ability to keep up with the property taxes and sewer assessments. At this point, Scindia is delinquent in paying their taxes in the amount of \$24,257.00. They were able to remain current until 1999.

The original assessment for the sewer LID was \$261,000.00 plus interest at 7.69% to be paid over 15 years. The owners have paid \$221,504.18 towards LID's principle and interest. They are past due in the amount of \$95,706.40. The SPW&S has filed a foreclosure action against the properties and the amounts due. Originally, the intent was to develop a larger portion of the property since it is in a R-1 zone. Governmental regulation has negatively affected this possibility.

We respectfully request that the City of Sammamish allow the owners the ability to apply for a short plat on small portion of the property so that we can pay the taxes and sewer assessments. We wish not to lose the property in a foreclosure action. If we are unable to proceed, several of the partners will lose their only potential retirement asset and may force them into bankruptcy.

Please inform us as to when we can present our situation to the City Council.

Respectfully,

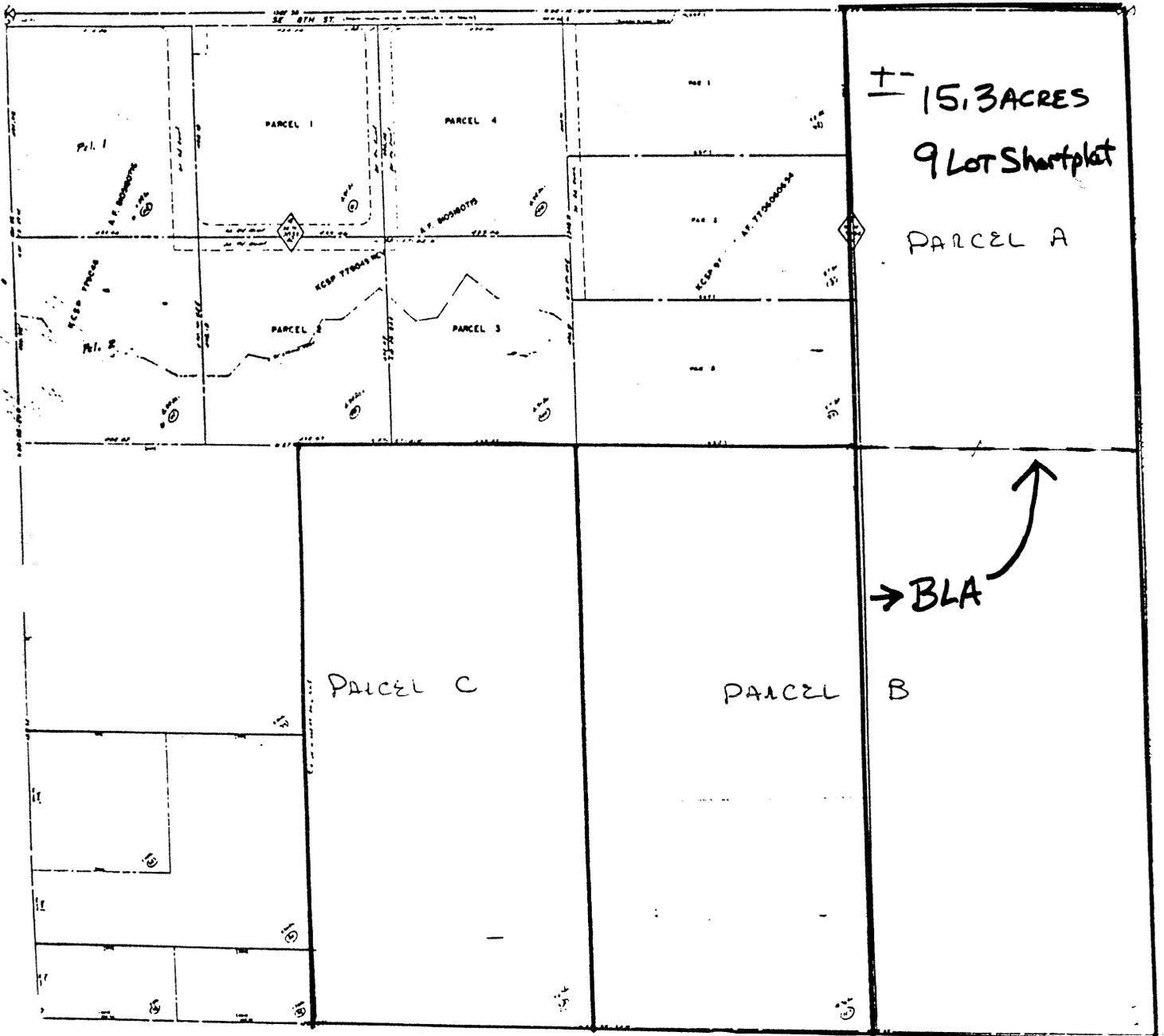
*Al Dabestani*

Mr. Al Dabestani  
Scindia Partner

Cc; Linda Youngs

**ATTACHMENT A**

*Scindia Partners Hardship Exception Request – Page 1 of 2*



PACIFIC NORTHWEST TITLE COMPANY

Formerly Stewart Title Company

Order No. 322658

NOR

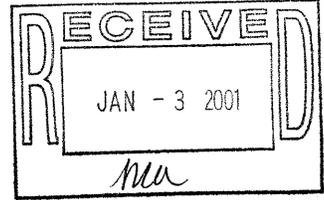


IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets reliance hereon.

**ATTACHMENT A**



Received at Meeting  
January 3, 2001  
Regular Meeting  
Item #8c



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KING COUNTY SUPERIOR COURT CLERK  
KING COUNTY SEATTLE, WA  
SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

The Honorable Mary Yu

KING COUNTY, )  
)  
Plaintiff, ) No. 00-2-17411-0SEA  
)  
vs. )  
)  
JERRY TWYMAN, CLAUDIA TWYMAN, ) AMENDED SUMMONS AND  
) COMPLAINT FOR FORECLOSURE  
9 ESSEX PORTFOLIO LP, SCINDIA ) OF UTILITY LOCAL  
) IMPROVEMENT ASSESSMENT  
10 SCHROEDER, JAMES GERALD ) LIENS  
)  
11 HAMMERSBERG, MARY M. CLINE, and )  
)  
MARY EASTLICK, )  
Defendants. )

TO THE DEFENDANT: A Lawsuit has been started against you in the above-entitled court by King County. King County's claims are stated in the written Amended Complaint for Foreclosure of Utility Local Improvement District and Road Improvement Assessment Liens (the "Complaint"), which you received with this summons.

The purpose of this suit is to foreclose on your interest in the property having the account number and legal description set forth in Exhibit A, attached to the Amended Complaint which is served upon you with this amended summons.

In order to defend against this lawsuit, you must respond to the amended complaint by stating your defense in writing, and by serving a copy upon the person signing this amended summons within 20 days after service of this amended summons, excluding the day of service. If

Norm Maleng, Prosecuting Attorney  
CIVIL DIVISION  
E550 King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104



1 you do not respond, a default judgment may be entered against you without notice. A default  
2 judgment is one where King County is entitled to what it asks for because you have not responded.  
3 If you serve a notice of appearance on the undersigned person, you are entitled to notice before a  
4 default judgment may be entered.

5 **IMPORTANT NOTICE**

6 If judgment is taken against you, either by default or after hearing by the court, your  
7 property will be sold at public auction.

8 You may prevent the sale by paying the amount of the judgment at any time prior to day of  
9 the sale.

10 If your property is sold, you may redeem the property at any time up to two years after the  
11 date of the sale, by paying the amount for which the property was sold, plus interest and costs of the  
12 sale.

13 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
14 that your written response, if any, may be served on time.

15 DATED this 28<sup>th</sup> day of September, 2000.

16  
17 NORM MALENG  
King County Prosecuting Attorney

18  
19 By: Margaret Pahl  
20 MARGARET PAHL, WSBA #19019  
Deputy Prosecuting Attorney  
21 Attorneys for King County  
22



The Honorable Mary Yu

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2000 SEP 28 PM 2:47 KING COUNTY  
SUPERIOR COURT CLERK  
KING COUNTY SEATTLE, WA

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KING COUNTY,

Plaintiff,

No. 00-2-17411-0 SEA

vs.

JERRY TWYMAN, CLAUDIA TWYMAN,  
ESSEX PORTFOLIO LP, SCINDIA  
INVESTMENTS CORP, RICHARD T.  
SCHROEDER, JAMES GERALD  
HAMMERSBERG, MARY M. CLINE, and  
MARY EASTLICK,

Defendants,

AMENDED COMPLAINT FOR  
FORECLOSURE OF UTILITY  
LOCAL IMPROVEMENT  
ASSESSMENT LIENS

COMES NOW King County and alleges as follows:

1. King County is a municipal corporation organized under the laws of the State of Washington.

2. King County brings this foreclosure action on behalf of several utility local improvement and road improvement districts ("Districts") which have authorized by resolution or ordinance the improvements to defendants' properties described on Exhibit A, attached and incorporated herein by this reference.

3. Defendants are either: (a) persons owning or claiming to own property which is the subject of this foreclosure action and which property contains a residential structure with an

AMENDED COMPLAINT FOR FORECLOSURE OF UTILITY  
LOCAL IMPROVEMENT ASSESSMENT LIENS-1

Norm Maleng, Prosecuting Attorney  
CIVIL DIVISION  
E550 King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104



1 assessed value of at least two thousand dollars; or (b) persons whose name appears on the  
2 assessment roll and property tax roll as an owner of the property charged with the assessments  
3 which give rise to the assessment lien(s).

4 4. The court has subject matter jurisdiction over this foreclosure action because the real  
5 property that is subject to foreclosure is located in King County, Washington, as more fully  
6 described in Exhibit A.

7 5. The Districts have completed the improvements authorized by the resolution or  
8 ordinance listed in Exhibit A.

9 6. The Districts have levied the assessments for the improvements on defendants'  
10 properties located within the Districts identified in Exhibit A.

11 7. The Districts have confirmed the assessments on defendants' properties.

12 8. Exhibit A lists the delinquent installments for each parcel, including the respective  
13 delinquency dates.

14 9. Defendants have either not paid any installment of the assessment or not paid the  
15 assessment levied prior to the delinquency.

16 10. On March 24, 2000 Anita Salter, the Fiscal Specialist III for the King County  
17 Department of Finance Treasury Division, sent by certified mail a foreclosure notice and statement  
18 to the persons whose names appeared on the assessment roll as owners of the property charged with  
19 the assessments or installments that are delinquent. If the person whose name appeared on the tax  
20 rolls of the county assessor as owner of the property or the address shown for the owner differed  
21 from that appearing on the assessment roll a foreclosure notice and statement was sent to those  
22



1 persons or to the persons at the different address by Anita Salter by certified mail on March 24,  
2 2000.

3 11. Exhibit A includes a listing of the current amount of each installment due, interest and  
4 penalty chargeable to each lot, tract or parcel, and the estimated amount of taxable costs and title  
5 report fee to be incurred in the course of this foreclosure proceeding. Interest on the delinquent  
6 installments will continue to accrue until the property is redeemed. The taxable costs incurred by  
7 the County prior to redemption or sale of the property may exceed the estimate set forth in Exhibit  
8 A.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, King County prays for relief as follows:

11 A. For judgment specifying separately the amount of the installment(s) with interest,  
12 penalties and all taxable costs incurred, including the costs of obtaining a title report, for each tract or  
13 parcel which is subject to the assessment lien to be foreclosed upon;

14 B. For an order allowing the assessment liens be foreclosed and the lots, tracts and parcels  
15 described in Exhibit A herein be sold at public auction by King County;

16 C. For a decree that none of the defendants or any person claiming by, through or under  
17 defendants is entitled to possession of the premises after the sale and that the purchaser at such sale  
18 be adjudged entitled to the sole and exclusive possession thereof;

19 D. For a decree stating that defendants and/or any and all persons claiming by, through or  
20 under them be forever barred and foreclosed from any and all right, title, interest, lien or estate in  
21 and to the respective lots, parcels and tracts which are the subject of these proceedings, except the  
22 right of redemption provided for in RCW 35.50.270; and



1 E. That King County may have such other and further relief as the court may deem just and  
2 proper.

3  
4 DATED this 22<sup>th</sup> day of September, 2000.

5 NORM MALENG  
6 King County Prosecuting Attorney

7  
8 By: Margaret Pahl  
9 MARGARET PAHL, WSBA #19019  
10 Deputy Prosecuting Attorney  
11 Attorneys for King County  
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SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER ULID S-10  
 CREATED BY RESOLUTION 992 DATED FEBRUARY 21, 1989  
 AUTHORIZED BY RESOLUTION 1157 DATED MARCH 19, 1990

ACCOUNT NUMBER: 0250-052406-9033-03

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
SCINDIA INVESTMENTS CORP 17215 SMOKEY PNT DR STE B ARLINGTON WA 98223	7-20-98	8,700.00	5,352.24	2,854.78	16,907.02
	7-20-99	8,700.00	4,683.21	2,118.85	15,502.06
	7-20-00	8,700.00	4,014.18	1,382.92	14,097.10

LEGAL DESCRIPTION:

S-T-R 05-24-06 TL 9033  
 E 1/2 OF GL 3 TGW E 1/2 OF SE 1/4  
 OF NW 1/4

SUBTOTAL AMOUNT DUE	46,506.18
ESTIMATED FORECLOSURE COST	898.00
ESTIMATED TOTAL	47,404.18

NO IMPROVEMENT



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER ULID S-10  
 CREATED BY RESOLUTION 992 DATED FEBRUARY 21, 1989  
 AUTHORIZED BY RESOLUTION 1157 DATED MARCH 19, 1990

ACCOUNT NUMBER: 0250-052406-9117-02

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
SCINDIA INVESTMENTS CORP 17215 SMOKEY PNT DR SUITE B ARLINGTON WA 98223	7-20-98	4,350.00	2,676.12	1,427.40	8,453.52
	7-20-99	4,350.00	2,341.81	1,059.43	7,751.04
	7-20-00	4,350.00	2,007.09	691.46	7,048.55
<b>LEGAL DESCRIPTION:</b>					
S-T-R 05-24-06 TL 9117					
W 1/2 OF SE 1/4 OF NW 1/4					
				SUBTOTAL AMOUNT DUE	23,253.11
				ESTIMATED FORECLOSURE COST	898.00
				ESTIMATED TOTAL	24,151.11



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER ULID S-10  
 CREATED BY RESOLUTION 992 DATED FEBRUARY 21, 1989  
 AUTHORIZED BY RESOLUTION 1157 DATED MARCH 19, 1990

ACCOUNT NUMBER 0250-052406-9118-01

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
SCINDIA INVESTMENTS CORP 17216 SMOKEY PNT DR SUITE B ARLINGTON WA 98223	7-20-98	4,350.00	2,676.12	1,427.40	8,453.52
	7-20-99	4,350.00	2,341.61	1,059.43	7,751.04
	7-20-00	4,350.00	2,007.09	691.46	7,048.55

LEGAL DESCRIPTION:  
 S-T-R 05-24-06 TL 9118  
 SW 1/4 OF NW 1/4 LESS W 660 FT

SUBTOTAL AMOUNT DUE	23,253.11
ESTIMATED FORECLOSURE COST	898.00
ESTIMATED TOTAL	24,151.11

NO IMPROVEMENT



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER ULID S-10  
 CREATED BY RESOLUTION 992 DATED FEBRUARY 21, 1989  
 AUTHORIZED BY RESOLUTION 1167 DATED MARCH 19, 1990

ACCOUNT NUMBER 0250-322506-9021-03

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
HAMMERSBERG JAMES GERALD 200 E LAKE SAMMAMISH RD NE REDMOND WA 98052	7-20-98	1,740.00	1,040.79	568.00	3,348.79
	7-20-99	1,740.00	906.98	420.81	3,067.79
	7-20-00	1,740.00	773.18	273.62	2,786.80

**LEGAL DESCRIPTION:**  
 S-T-R 32-25-06 TL 9021  
 POR GL 2 LY E OF CO RD & N 10 FT  
 OF SD GL 2 LY BET NP RW & LAKE  
 LESS POR S OF LN BAAP ON ELY MGN  
 SD RD 485 FT N OF S LN GL 2 AS  
 MEAS ALG CO RD TH S 52-00-00 E  
 242.48 FT TH S 89-03-45 E TO E  
 LN OF GL 2

SUBTOTAL AMOUNT DUE	9,203.38
ESTIMATED FORECLOSURE COST	868.00
ESTIMATED TOTAL	10,071.38

NO IMPROVEMENT



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER ULID S-10  
 CREATED BY RESOLUTION 992 DATED FEBRUARY 21, 1989  
 AUTHORIZED BY RESOLUTION 1157 DATED MARCH 19, 1990

ACCOUNT NUMBER: 0250-322506-9277-04

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
HAMMERSBERG JAMES G 200 E LK SAMMAMISH RD REDMOND WA 98072	7-20-98	580.00	326.01	176.08	1,082.09
	7-20-99	580.00	281.41	127.02	988.43

**LEGAL DESCRIPTION:**

S-T-R 32-25-06 TL 9277  
 LOT 4 KC SHORT PLAT #378036 REC  
 AF #7904190988 SD SHORT PLAT DAF  
 THAT POR OF SW 1/4 OF NE 1/4 SEC  
 32 TWP 25 RNG 6 LY SLY OF LOUIS  
 THOMPSON ROAD NE NO 1087 CONVEYED  
 TO KC BY DEED REC AF #1056443  
 EXCEPT THAT PORTION KNOWN AS THE  
 CEMETERY AND EXCEPT THAT POR DAF  
 COMMENCING AT A PT WHERE SLY LN  
 OF SD LOUIS THOMPSON FR NE #1087  
 INTERSECTS N LN OF SW 1/4 OF NE  
 1/4 TH WALG SD N LN 100 FT TH S  
 ON A LN PLW W LN SD SUBD 130 FT  
 TH E 167 FT PLW N LN OF SD SUBD  
 TH N PLW W LN OF SD SUBD TO S LN  
 OF SD CO RD TH NWLY ALG SD SLY LN  
 TPOB AND EXCEPT THAT PORTION THOF  
 LY SLY & ELY OF FOLG DESC LN BEG  
 AT SE COR OF SD SUBD TH WLY ALG S  
 LN THOF 950 FT TH N PLW E LN SD  
 SUBD 560 FT TH N 53-01-57 E 310  
 FT M/L TO SWLY MGN OF LOUIS  
 THOMPSON RD NE #1087 & TERMINUS  
 OF SD LN (AKA PARCEL A OF REVISED  
 SHORT PLAT #873005 UNRECORDED)

SUBTOTAL AMOUNT DUE	2,070.52
ESTIMATED FORECLOSURE COST	838.00
ESTIMATED TOTAL	2,908.52

NO IMPROVEMENT



WATER DISTRICT 82 SEWER ULID S-7  
 CREATED BY RESOLUTION A-709 DATED SEPTEMBER 29, 1986  
 AUTHORIZED BY RESOLUTION A-779 DATED JULY 6, 1987

ACCOUNT NUMBER: 0332-092406-9144-05

NAME AND ADDRESS:	DELINQUENT AFTER	PRINCIPAL DUE	INTEREST DUE	PENALTY DUE	TOTAL DUE
CLINE, MARY M Aka: MARY M EASTLICK 13552 37TH AVE S. APT. 7 SEATTLE WA 98168-3944	11-14-98	2,133.27	813.88	681.92	3,629.07
	11-14-99	2,133.27	650.90	497.75	3,281.92

LEGAL DESCRIPTION:

S-T-R 09-24-06 TL 9144  
 POR OF FOLG LY ELY OF E LN OF  
 PINE BROOK MEADOWS - POR OF GL  
 5 BAAP N 89-02-54 W 658.39 FT FR  
 SE COR SD GL 5 TH N 00-52-56 E  
 600 FT TO TPOB TH CONT N 00-52-56  
 E 485.29 FT TH S 89-07-34 E  
 235.45 FT TH S 00-55-46 W 295.63  
 FT TH S 89-02-54 E 65 FT TH S  
 00-55-46 W 190 FT TH N 89-02-54 W  
 299.98 FT TO TPOB LESS E 120 FT  
 OF S 190 FT THOF

SUBTOTAL AMOUNT DUE	6,910.99
ESTIMATED FORECLOSURE COST	848.00
ESTIMATED TOTAL	7,758.99

NO IMPROVEMENT



AGENDA BILL

CITY OF SAMMAMISH  
CITY COUNCIL

**Subject:** approval of Change Order to School Sidewalks Contract.

**Meeting Date:** Jan. 3, 2001

**Date Submitted:** Jan. 3, 2001

**Originating Department:** Public Works

**Action Required:** motion by Council authorizing City Manager to enter into a Change Order agreement with Westwater Construction Co. extending current sidewalk construction on SE 32<sup>nd</sup> Way not-to-exceed \$264,000, and an amendment to the engineering contract with Gray & Osborne for design and construction administration not-to-exceed \$24,300.

**Clearances:**

  X   Administration             Police

  X   Public Works             Fire

       Building/Planning             Attorney

**Exhibits:** letter proposal from Gray & Osborne; pictures of current sidewalk construction on NE 16<sup>th</sup> and SE 32<sup>nd</sup> Way.

**Committee:** Public Works

**Budgeted Amount:** funding in the amount of \$288,300 is available from Fiscal year 2000 year-end CIP budget surplus.

**Summary Statement:** current sidewalk construction on SE 32<sup>nd</sup> Way is nearing completion; the Issaquah School District would like the sidewalk on SE 32<sup>nd</sup> Way extended from 238<sup>th</sup> Ave. SE to 241<sup>st</sup> Ave. SE to reduce student bussing requirements and to improve pedestrian safety. The contractor, currently doing excellent work, has offered to do this additional work at current unit bid prices less 5%. To avoid the need for contractor layoffs and reduce remobilization expense, a change order is being negotiated and should be signed as soon as possible.

**Recommended Motion:** that the Interim City Manager be authorized to enter into a construction contract change order with Westwater Construction not-to-exceed \$264,000; and an amendment to the engineering contract with Gray & Osborne, Inc. for design and construction services not-to-exceed \$24,300.

*Received at Meeting  
January 3, 2001  
Item 8d (added at  
meeting) m. Anderson*





# Gray & Osborne, Inc.

CONSULTING ENGINEERS

January 3, 2001

Mr. Dick Thiel  
City Engineer  
City of Sammamish  
704 228<sup>th</sup> Avenue NE, PMB 491  
Sammamish, Washington 98053

SUBJECT: ENGINEERING PROPOSAL AND CONTRACT: SAMMAMISH  
SCHOOL SIDEWALK PROJECT  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON  
G&O #00537

Dear Mr. Thiel:

Gray & Osborne, Inc. is pleased to have this opportunity to submit this proposal and contract(s) for providing design engineering and construction management services for the extension of sidewalk improvements on SE 32<sup>nd</sup> Way from 238<sup>th</sup> Avenue SE to 241<sup>st</sup> Avenue SE.

The Project is more generally described as follows:

The SE 32<sup>nd</sup> Way sidewalk extension project includes the design of sidewalk improvements on the north side of the road from the intersection at 238<sup>th</sup> Avenue SE to 241<sup>st</sup> Avenue SE. The proposed half street cross section would include one (existing) eleven-foot-wide travel lane, one (existing) five-foot wide bicycle lane, (new) cement concrete curb and gutter, a (new) planting strip (where possible) and a (new) six-foot wide cement concrete sidewalk.

The Project will also include the following:

- Design shall incorporate appropriate ADA features.
- Provide for minor related street modifications to accommodate sidewalk installation. This will include major rockeries and/or modular block walls.
- Incorporate existing drainage system into design.
- Right-of-way acquisition is not anticipated. If construction easements or right-of-way acquisition is required, it will be acquired "by city"; i.e., city forces or contracted to "others." Right-of-way and/or easement acquisition is not included in our *scope of work*.
- Change order documents will be prepared in city approved format. This sidewalk extension is anticipated to be added to the existing Sammamish





Mr. Dick Thiel  
January 3, 2001  
Page 2

School Sidewalk project as a change order.

- Physical site survey by survey crew is to be performed.

Our detailed *scope of work*, and *breakdown of fees*, are attached hereto (Exhibits A and D in the contract(s)) for your review and comment. It is based on discussion with the City, and the general nature of the work involved.

Should you concur, please have the appropriate city official execute the Contract(s) where noted and return an executed copy to the undersigned along with your formal authorization to proceed. I have taken the liberty of providing copies of this transmittal (with enclosures) to the individuals listed below.

Very truly yours,

GRAY & OSBORNE, INC.



Timothy J. Osborne, P.E.

TJO/sn  
Encl.

cc: Mr. Ben Yazici, P.E., Public Works Director/Interim City Manager, City of  
Sammamish, w/encl.  
Mr. Bruce Disend, Kenyon Law Firm, City Attorney, w/encl.



**CONTRACT FOR SERVICES**  
**City of Sammamish and Gray & Osborne, Inc.**

This Agreement, entered into by and between the City of Sammamish, Washington, a noncharter optional municipal code city, hereinafter referred to as "the City", and Gray & Osborne, Inc., hereinafter referred to as "the Consultant", whose principal office is located at 701 Dexter Avenue North, Seattle, Washington 98109.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

The Consultant shall perform services in the Scope of Work to the degree of skill and diligence normally employed by professional by professional engineers or consultants performing the same or similar Services at the time said services are performed. The Consultant shall not be responsible for delay, nor shall the Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of the City to furnish timely information or to approve or disapprove the Consultant's work promptly, or delay or faulty performance by the City, other contractors or governmental agencies, or any delays beyond the Consultant's control or without the Consultant's fault.

2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. Compensation shall be based on time and materials not to exceed the total amount as specifically shown in Exhibit "D" attached hereto. The Consultant shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.



3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January \_\_\_\_, 2001, upon Contract execution and ending \_\_\_\_\_, 2001, unless sooner terminated under the provisions hereinafter specified.
4. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City agrees to indemnify Consultant and Consultant's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these project documents.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
6. **Indemnification.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the Consultant's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the City's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the Consultant is legally liable, and arising from the project that is the subject of this Agreement.

The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.



7. **Insurance.**

- A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of Sammamish as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
- B. In addition to the insurance provided for in Paragraph A above, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
- C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. **Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

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



right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

10. **Termination.** This Agreement may at any time be terminated by either party upon giving to the other party thirty (30) days written notice of the party's intention to terminate the same. In the event of termination by the City, the Consultant shall be paid at the rates then in effect within thirty (30) days of submittal of invoice for all services performed to the date of termination and for all expenses directly attributable to the termination including, but not limited to any cancellation charges by subconsultants and/or contractors. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
13. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
14. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

Ruth Muller, Interim City Clerk  
City of Sammamish  
704 228<sup>th</sup> Avenue NE, PMB 491  
Sammamish, Washington 98053  
Tel.: (425) 898-0660

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

GRAY & OSBORNE, INC.  
701 Dexter Avenue North  
Seattle, Washington 98109  
Tel: (206) 284-0860



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

CITY OF SAMMAMISH, WASHINGTON

GRAY & OSBORNE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
Ruth Muller, Interim City Clerk

Approved As To Form:

\_\_\_\_\_  
Bruce Disend, City Attorney



## **EXHIBIT "A"**

### **(DESIGN ENGINEERING SERVICES)**

#### **CITY OF SAMMAMISH SCHOOL SIDEWALK PROJECT**

Scope of Services to be provided by consultant. The Consultant shall furnish services including, but not limited to, the following:

##### **Task 1 – Limited Field Survey/Observation.**

**Objective:** To obtain general information necessary for design which includes identifying existing (obvious) utilities, driveways, alignment, and other pertinent site topography by field survey crew. Note: This work assumes: (1) right-of-way (monumentation) available on the site; (2) sufficient right-of-way exists on the site to construct the facilities anticipated; and (3) survey crew does not have to enter private property (cross fences, hedges, etc.) to acquire data. If right-of-way control is not available on the site, it will be performed upon further request and authorization by the City, as an extra task (costs negotiated at later date).

- A. Acquire field data in sufficient detail to design the Project. Survey will be performed only on north side of the corridor (sidewalk is to be installed in and along north side of SE 132<sup>nd</sup> Way).
- B. Acquire all gravity sewer and storm drainage measure downs.
- C. The survey data onto obvious local monumentation.
- D. Perform survey on an "assumed" datum.

##### **Task 2 - Preliminary Design**

**Objective:** Develop change order plan and profile sheets, and any additional details necessary to augment the existing plans and specifications.

- A. Develop plan/profile sheets for the sidewalk improvements and storm drainage improvements.
- B. Acquire and incorporate all pertinent utility information. We shall rely on information provided by the purveyors as being accurate regarding utility



## **EXHIBIT "A" Continued**

service, manholes, pipelines, etc., that are currently in or adjacent to the areas proposed for the new sidewalks.

- C. Prepare change order in city approved format.
- D. Utilize any existing and known available topographical maps to identify existing structures and topographical features.
- E. City to identify and prepare all legal instruments necessary for right-of-way or easement acquisition as may be necessary.
- F. We assume that this project is categorically exempt from SEPA requirements. Gray & Osborne, Inc. to assist the City in identifying and applying for all necessary permits required for construction of the Project (does not include permit fee).
- G. Perform a storm basin analysis to size storm pipe, and design detention or treatment of storm water as required.

### **Task 3 - Staff Meetings**

Objective: To participate in city staff meetings in city designated location for city participation and input on design submittals.

- A. Attend and participate at one staff meeting to conduct a site visit with the City to review the Project in the field.

### **Task 4 - Final Design**

Objective: Provide final design and engineering for development of change order documents, to include final plan/profile sheets and estimated quantities for the change order work in city approved format.

- A. Prepare and submit final change order to include incorporation of all previous city comments.
- B. Submit all exhibits, maps, photos, etc. generated.



## **EXHIBIT "A" Continued**

### **Task 5 – Construction Management**

- A. Provide part-time inspection (2 hours per day estimated).
- B. Assist City in negotiating and preparing change orders as required.
- C. Prepare and transmit to City the monthly progress (payment) estimates.
- D. Conduct project close-out, including close-out paperwork.



**EXHIBIT "B"**  
**City of Sammamish**  
**Billing Voucher**

To: City of Sammamish  
704 228<sup>th</sup> Avenue NE, PMB 491  
Sammamish, Washington 98053  
Tel: (425) 898-0660  
Fax: (425) 898-0669

Consultant: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Specific Program: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_  
Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

-----  
**BUDGET SUMMARY**

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Sammamish contract.

-----  
*For Department Use Only*

Approved for Payment:

\_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "C"**

**CITY OF SAMMAMISH**  
**704 228<sup>th</sup> Avenue NE, PMB 491**  
**Sammamish, WA 98053**  
**Tel.: (425) 898-0660**  
**Fax: (425) 898-0669**

**TAX IDENTIFICATION NUMBER**

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

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

Please check the appropriate category:

Corporation       Partnership       Government Consultant  
 Individual/Proprietor       Other (please explain)

TIN#:    - - - - -

SS#:    - - - - -

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)



**EXHIBIT "D"**

**CITY OF SAMMAMISH  
SCHOOL SIDEWALK PROJECT(S)  
(see Exhibit "A" for description of tasks)**

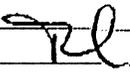
<u>TASK NO.</u>	<u>PROJECT MANAGER</u>	<u>PROJECT ENGINEER</u>	<u>CIVIL / DESIGN ENGINEER</u>	<u>TECHNICIAN</u>	<u>SURVEY CREW (INCL. PLS)</u>	<u>RESIDENT INSPECTOR</u>
<b>TASK 1</b>	1	3	3	--	24	
<b>TASK 2</b>						
A	1	12	24	24	--	--
B	--	2	4	--	--	--
C	2	2	8	8	--	--
D	1	2	4	--	--	--
E	--	2	4	8	--	--
F	--	--	--	--	--	--
G	--	1	--	--	--	--
H	1	4	16	--	--	--
<b>TASK 3</b>						
A	--	3	--	--	--	--
<b>TASK 4</b>						
A	1	2	4	8	--	--
B	--	1	--	--	--	--
<b>TASK 5</b>						
A	4	8	--	--	--	60
B	--	4	4	--	--	1
C	--	2	4	2	--	4
D	1	4	2	--	--	--
<b>TOTAL HRS.</b>	11	82	77	50	24	65
<b>EST. RATE</b>	\$40	\$29	\$23	\$19	\$55	\$28
	\$440	\$2,378	\$1,771	\$950	\$1,320	\$1,820

Subtotal Direct Labor Costs.....	\$ 8,679.00
Indirect Labor @ 1.40 x Direct Labor Costs.....	\$12,150.60
Total Labor Costs.....	\$20,829.60
Profit @ 15% .....	\$ 3,124.44
Subtotal, Labor and Fee .....	\$23,954.04
Expenses (Mileage @ 0.32 cents/mile records of survey, photos, plat maps, etc.) .....	\$ 345.96
<b>Total Estimated Cost (Design Services) .....</b>	<b>\$24,300.00</b>



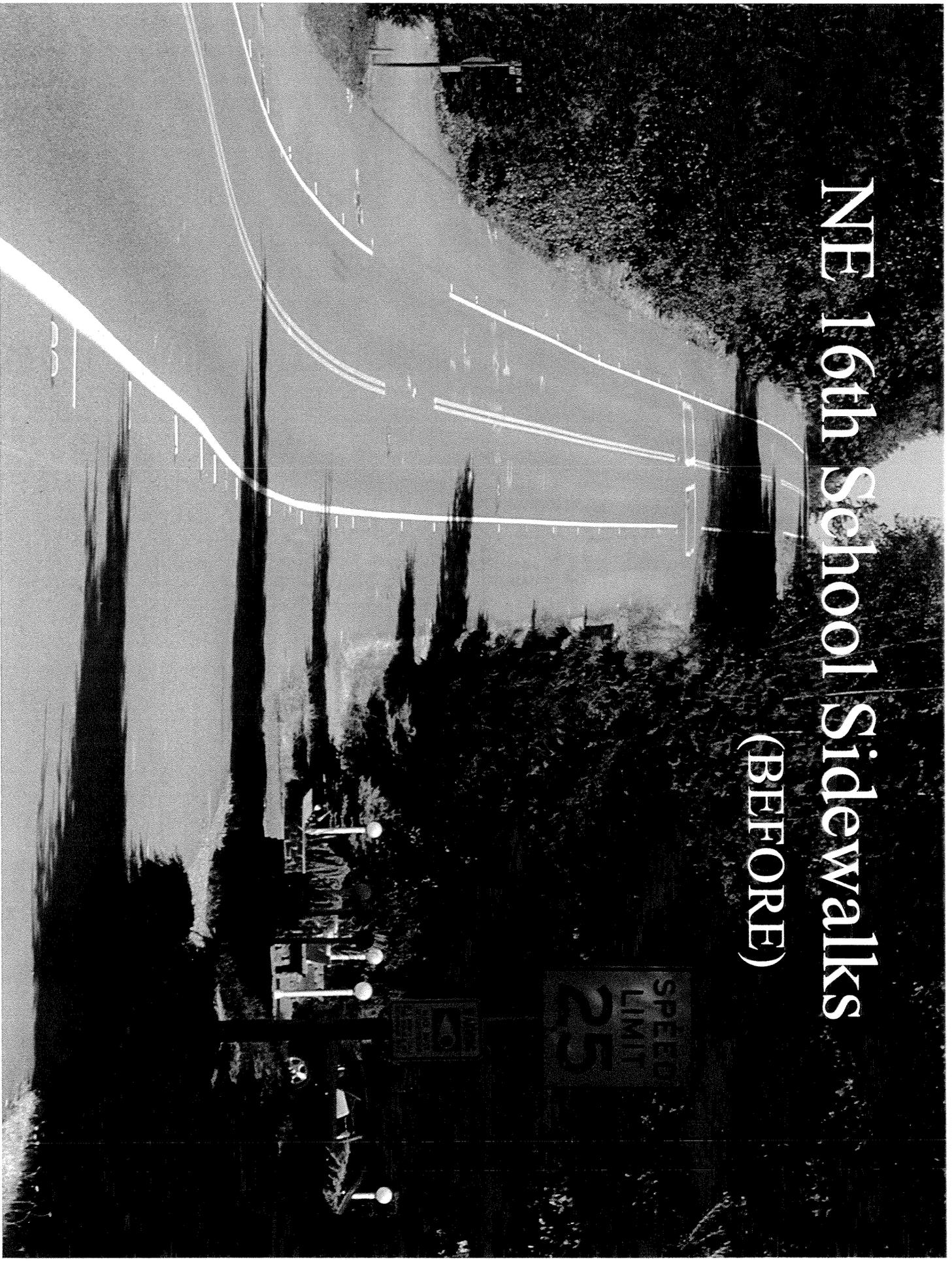
NO.	ITEM	QTY.	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup & Demobilization	1 LS	\$ 10,160.00	\$10,160.00
2	Removal of Structure and Obstruction	1 LS	\$ 2,565.00	\$2,565.00
3	Locate Existing Utilities	1 LS	\$ 522.50	\$522.50
4	Clearing and Grubbing	1 LS	\$ 4,213.25	\$4,213.25
5	Excavation, Backfill, Compaction, and Grading	1,010 CY	\$ 47.50	\$47,975.00
6	Unsuitable Foundation Excavation Including Haul	25 CY	\$ 23.75	\$593.75
7	Thru Curb Inlet	2 EA	\$ 665.00	\$1,330.00
8	Catch Basin Type 1	2 EA	\$ 760.00	\$1,520.00
9	Connect Existing Drain Pipe	4 EA	\$ 95.00	\$380.00
10	Adjust Catch Basin	7 EA	\$ 285.00	\$1,995.00
11	PVC Storm Sewer Pipe 12-Inch Diameter	350 LF	\$ 38.00	\$13,300.00
12	DI Storm Sewer Pipe 12 Inch Diameter	20 LF	\$ 57.00	\$1,140.00
13	Excavate Unsuitable Material, Trench Section	5 CY	\$ 23.75	\$118.75
14	Bank Run Gravel for Trench Section	100 CY	\$ 19.00	\$1,900.00
15	Foundation Material, Class A	5 CY	\$ 28.50	\$142.50
16	Trench Excavation Safety Systems	1 LS	\$ 256.50	\$256.50
17	Sawcutting	1,050 LF	\$ 0.95	\$997.50
18	Gravel Base	200 TN	\$ 9.50	\$1,900.00
19	Crushed Surfacing Top Course	100 TN	\$ 11.40	\$1,140.00
20	Crushed Surfacing Base Course	150 TN	\$ 11.40	\$1,710.00
21	Asphalt Concrete Pavement Class B	60 TN	\$ 118.75	\$7,125.00
22	Cold Mix Asphalt Concrete	10 TN	\$ 38.00	\$380.00
23	Topsoil Type A	70 CY	\$ 28.50	\$1,995.00
24	Seeding, Fertilizing and Mulching	365 SY	\$ 0.95	\$346.75
25	Bark or Wood Chip Mulch	40 CY	\$ 28.50	\$1,140.00
26	Temporary Erosion Control	1 LS	\$ 1,586.50	\$1,586.50
27	Cement Concrete Curb and Gutter	1,050 LF	\$ 17.10	\$17,955.00
28	Cement Concrete Sidewalk	700 SY	\$ 26.60	\$18,620.00
29	Asphalt Concrete Driveway Repair	75 TN	\$ 118.75	\$8,906.25
30	Cement Concrete Driveway Approach	300 SY	\$ 38.00	\$11,400.00
31	Permanent Signing	1 LS	\$ 313.50	\$313.50
32	Traffic Control	1 LS	\$ 4,227.50	\$4,227.50
33	White Edge Paint Stripe	950 LF	\$ 0.48	\$456.00
34	Rock Wall	3,760 SF	\$ 11.40	\$42,864.00
35	Backfill for Rock Wall	1,050 TN	\$ 17.10	\$17,955.00
36	Quarry Spalls	10 TN	\$ 19.00	\$190.00
37	Chain Link Fence Type 6 (4' high)	400 LF	\$ 11.40	\$4,560.00
38	Trees	20 EA	\$ 213.75	\$4,275.00
Subtotal (All Items)				\$238,155.25
Sales Tax @ 0.0 % (W.S. Rev. Rule 171):				\$0.00
SUBTOTAL CONSTRUCTION ESTIMATE CHANGE ORDER NO. 2				\$238,155.25



NO.	ITEM	QTY.	UNIT PRICE	AMOUNT
	Contingencies @ 20%			\$47,631.05
	<b>CONSTRUCTION COST ESTIMATE</b>			<b>\$285,786.30</b>
	Design and Construction Management Services			\$24,500.00
	<b>SUBTOTAL CHANGE ORDER NO. 2 COST</b>			<b>\$310,286.30</b>
	<b>TOTAL ESTIMATED PROJECT COST - CHANGE ORDER NO. 2</b>			<b>\$310,000.00</b>
	PREPARED BY: TLS			
	CHECKED BY: TJO 		DATE: JAN 3, 2001	

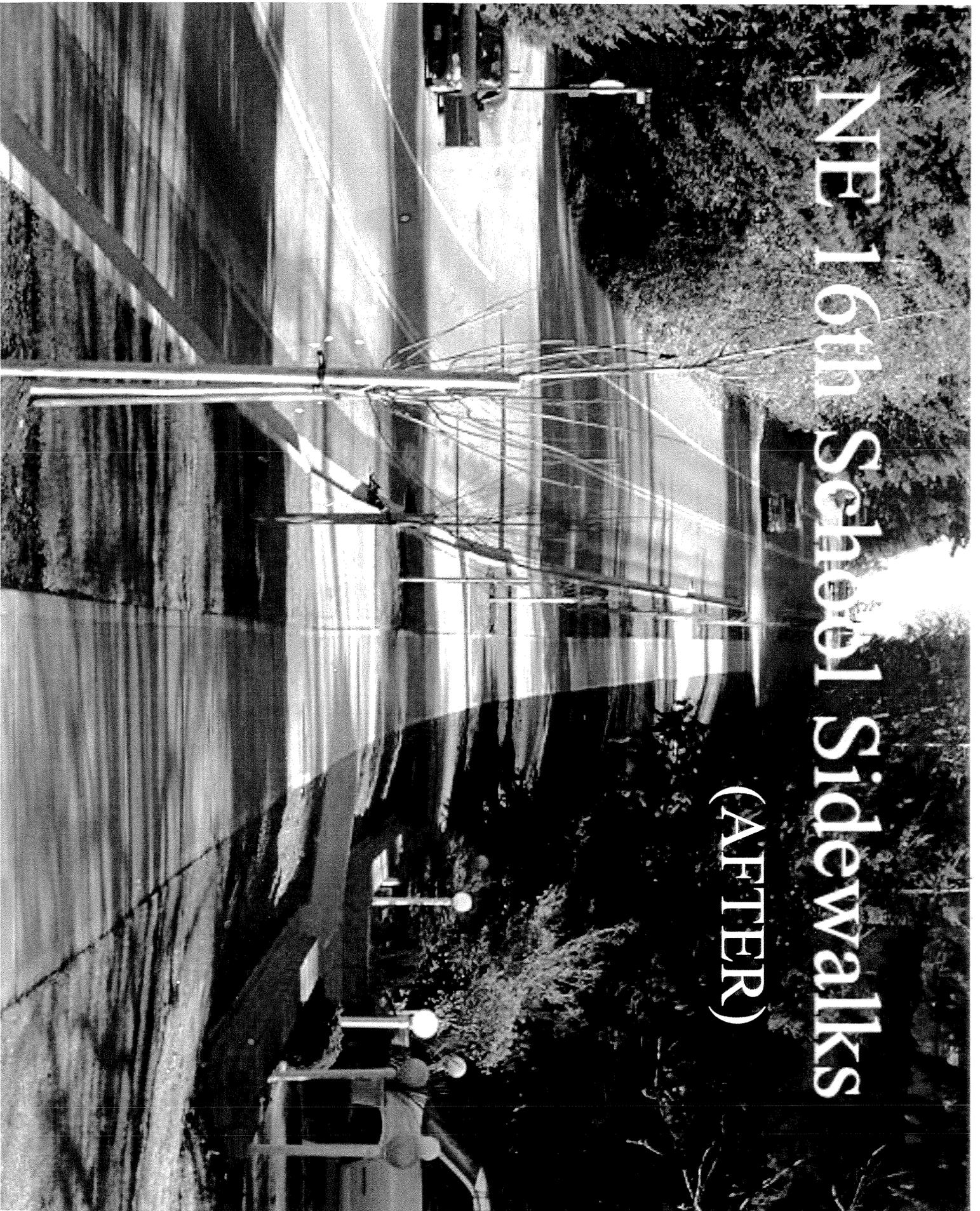


# NE 16th School Sidewalks (BEFORE)

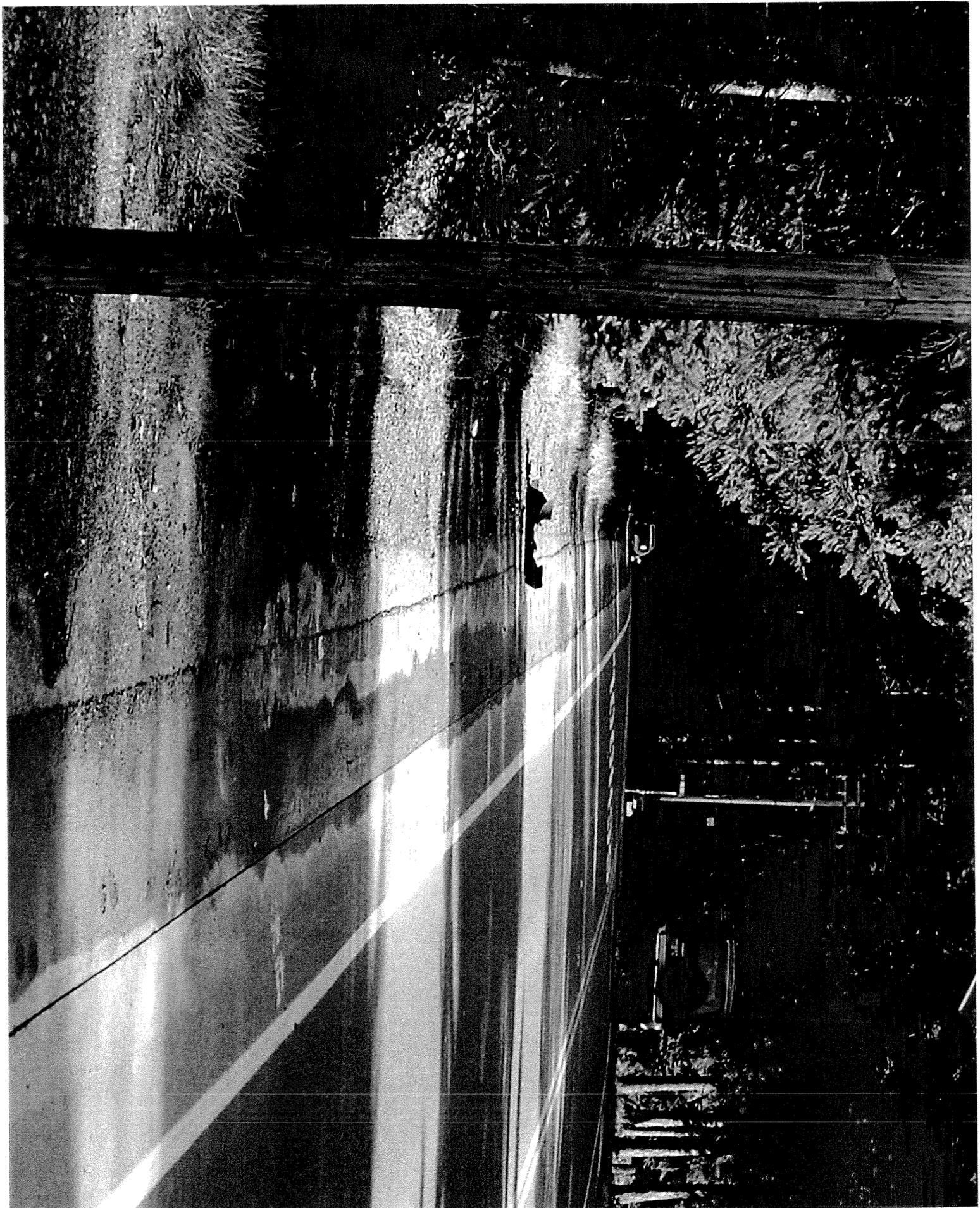




# NE 16th School Sidewalks (AFTER)



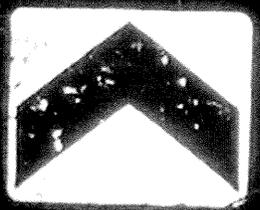






SE 32nd Way School Sidewalk

12/30/00





## Mary Queen of Peace Objections to Proposed Traffic Roundabouts

Submitted to the City of Sammamish, City Council, on 3 Jan 2001  
by Kevin Williams (Chair, Facilities Commission at Mary Queen of Peace Parish)  
Contact info for Kevin Williams = [Kevwill@microsoft.com](mailto:Kevwill@microsoft.com) 425 936 4066 (office)

- 1) **Mary Queen of Peace Parish (MQOP) was not approached until 14 Dec 2000** regarding the proposed roundabouts (We were told that we would have a chance to review proposals prior to any public hearings. That did not happen).
- 2) We originally granted a **ROW easement to the County** when the original road improvements were conducted (widening and signalization). **That Agreement provided the current signal light, as part of the consideration/granting of the R.O.W....** To remove the signal, as part of the proposed improvements, would create a severe impact on traffic flow from the MQOP site. Prior to the current signalization MQOP routinely experienced wait times of 20 to 30 minutes to clear our parking lot. These times are now down to 5 to 10 minutes.
- 3) **MQOP currently has a reciprocal parking agreement with Skyline High School** (to share parking lots for overflow parking). A roundabout will create severe problems for pedestrians trying to cross without signals, and will create an unnecessary life safety situation (crossing after dark for football games and winter Masses)
- 4) **The current computerized traffic model we were shown appears to be constructed with erroneous assumptions about peak traffic periods** (AM versus PM). The AM peak has a greater impact to MQOP, to Skyline High School, and to the morning rush-hour traffic.
- 5) The Traffic Engineer and his consultant told us that the roundabouts will create an **increase in "fender bender" accidents** for at least the first year. Who takes on the liability for this?
- 6) **No cost information was presented** -- we question whether or not this is the most cost-effective solution, since we have no baseline data for comparison.
- 7) **No discussions have been conducted with MQOP regarding ROW acquisition plans.**
- 8) **In the diagram we were shown, our driveway was shown stubbed-out from the West end of the Traffic Circle. We have no idea what impact this will have on our site** -- in terms of land acquisition, loss of parking, etc. If the plan is to go to bid this month (as the recent newspaper article stated) then Construction Drawings surely exist; however, we have not been shown any of those documents.
- 9) **No one could answer my question about how the Development Rights get transferred back to MQOP.** We are in the middle of construction on the completion of our master plan, and we need the development rights to remain in compliance.

*Received at Regular Meeting  
Public Comment  
January 3, 2001 in Anderson*







**CITY COUNCIL ROLL CALL**

DATE: January 3, 2001

<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
Mayor Jack Barry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Troy Romero	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phil Dyer	<input type="checkbox"/>	<input checked="" 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"/>

