

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
STUDY SESSION
REGULAR MEETING
February 21, 2001**

Wednesday, February 21, 2001, 6:30 p.m., 486 228th Ave. N.E., City Hall Chambers

*Approximate
Time*

STUDY SESSION

Open Study Session 8:30 pm

1. Parks & Recreation Draft Comprehensive Plan

Close Study Session 8:30 pm

REGULAR MEETING

CALL TO ORDER 8:30 pm

ROLL CALL/PLEDGE

INTRODUCTIONS OF SPECIAL GUESTS/PRESENTATIONS 8:35 pm

1. Approval of Agenda 8:40 pm

2. Executive Session – If necessary

3. Mayor/Council/Committee Reports 8:45 pm

4. **Public Comment** (For members of the public to speak to the Council regarding items **NOT** on the agenda. Please limit remarks to three minute. Additional comments will be permitted before each ordinance is voted on) 8:55 pm

5. Consent Calendar 9:05 pm

- a) Claims for period ending February 21, 2001 in the amount of \$227,176.77

- b) Payroll for pay period/pay date February 15, 2001 in the

amount of \$65,140.16.

c) **Minutes for February 7, 2001 Regular Meeting**

- | | |
|--|-----------------|
| 6. Unfinished Business | 9:07 pm |
| a) Resolution: Call for the Vote on Forming Beaver Lake Management District | |
| 7. New Business | |
| a) Hardship Exception to Land Use Moratorium/22510 NE 2nd Street (Steadman) | 9:10 pm |
| b) Hardship Exception to Land Use Moratorium/21624 NE 14th Place (Charlston) | 9:15 pm |
| c) Ordinance: Prohibiting excavations in city streets within five years of paving | 9:20 pm |
| d) Ordinance/Resolutions: City Finance Policies | 9:30 pm |
| e) Resolution: Emergency Preparedness Program | 9:35 pm |
| f) Contract: Modification of contract with PACE Engineering for Survey of City Owned Property | 9:40 pm |
| g) Contract: Site Analysis for potential park properties by John Couch | 9:45 pm |
| h) Contract Amendment: Landerman-Moore & Assoc. for Parks & Recreation Comprehensive Plan additional elements | 9:50 pm |
| i) Easement: For sewer and access road at Trossachs Division 1 subdivision for Sammamish Plateau Water & Sewer | 9:55 pm |
| 8. ADJOURN | 10:00 pm |

CITY COUNCIL ROLL CALL

DATE: February 21, 2001

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

February 21, 2001

To the members of the City of Sammamish Council:

The following statement was submitted to the Parks & Recreation Commission on 2/12/01. We feel so strongly about the subject of trails that we wanted to make sure that each of you also receives a copy of this statement:

*Received at Meeting
02/21/01
Public Comment
- M. Anderson*

February 12, 2001

Statement to the City of Sammamish Parks & Recreation Committee:

My husband, Mark, and I are residents of Sammamish. We live down a private dirt road in Coyote Country that is a quiet, gated community north of Beaver Lake Park. Most of the properties in Coyote Country are situated on one or more acres. The road is a dead-end road and in addition to the residents only guests and service vehicles are allowed. This is how it's been for over 25 years.

Mark and I support the need for parks and recreation in our community. We are aware that some citizens want a trail system that would link Beaver Lake Park to Section 36 for the benefit of the hikers, joggers, bike riders and horse people. It will become a destination for many people – not just the citizens of Sammamish - and it will most likely disrupt the current way of life for many along the trail. We believe that the trail system should not be built at the expense of those who will live along the trail, if it is actually built. Therefore, we would like to encourage the city to act responsibly in developing its trail system, specifically:

- that they make sure that this is indeed what the majority of the citizens of Sammamish actually want and will use
- that the rights of private property owners be respected
- that private property owners who choose to allow access through their land be justly compensated for their property loss
- that the City of Sammamish be responsible for the maintenance and the liability of the trails - including cleaning up the litter from humans and the animal feces from dogs and horses in a timely manner
- that the integrity of the neighborhoods, through which these trails pass, not be compromised
- that private property owners adjacent to these trails be screened to protect them from lack of privacy and noise
- that no private property be bordered by more than one trail
- and, that no private property be adjacent to a public parking lot

Thank you,

Mark & Chris McClure
24810 SE 14th St.
Sammamish, WA 98075
Tel: (425) 391-1891
E-mail: christinemcclure@hotmail.com

SAMMAMISH CITY COUNCIL AGENDA CALENDAR

All Meetings Are Held At 7:30 pm In The City Hall Council Chambers. Unless Otherwise Noted
This document changes frequently, and is for planning purposes only.
Refer to the City Council agenda for definite times and issues.

FEBRUARY 28, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
Study Session				

MARCH 7, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
Regular Meeting				
	Cascadia Community College/Jack Bautsch Vice President-Student Success			
Public Hearing	Ordinance First Reading: Parks & Recreation and Open Space Comprehensive Plan		Park & Rec	
Resolution	Final Plat//Columbia @ Sammamish Highlands		Community Development	:10
Resolution	BLMD-Call for Vote		Community Development	

MARCH 14, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
Study Session /cancelled				
	Suburban Cities Association Dinner/Plateau Club			

2/15/01

MARCH 21, 2001
Regular Meeting

ITEM

COMMITTEE DATE

LIAISON

TIME

ITEM	COMMITTEE DATE	LIAISON	TIME

MARCH 28, 2001
Study Session

ITEM

COMMITTEE DATE

LIAISON

TIME

ITEM	COMMITTEE DATE	LIAISON	TIME

APRIL 4, 2001
Regular Meeting

ITEM

COMMITTEE DATE

LIAISON

TIME

ITEM	COMMITTEE DATE	LIAISON	TIME

APRIL 11, 2001
Study Session

ITEM

COMMITTEE DATE

LIAISON

TIME

ITEM	COMMITTEE DATE	LIAISON	TIME

APRIL 18, 2001
Regular Meeting

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

ITEM	COMMITTEE DATE	LIAISON	TIME
Surface Water Comprehensive Plan		Public Works	

APRIL 25, 2001
Study Session

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

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 2, 2001
Regular Meeting

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

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 9, 2001
Study Session

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

ITEM	COMMITTEE DATE	LIAISON	TIME

2/15/01

MAY 16, 2001
Regular Meeting

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

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 23, 2001
Study Session

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

ITEM	COMMITTEE DATE	LIAISON	TIME

ITEMS TO BE SCHEDULED - COUNCIL REQUESTED

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
	National Day of Prayer (May3rd)			
	Restrictions on Parking Cars at Intersections		Haworth	

ITEMS TO BE SCHEDULED - STAFF

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

FEBRUARY 2001

City Hall Meeting Schedule

Updated: 2/1/01



SUN	MON	TUE	WED	THU	FRI	SAT
				1 7:00 pm Planning Advisory Board (at City Hall)	2	3
4	5	6	7 5:30 pm Finance Comm. 7:30 pm Council Meeting (at City Hall)	8 7 pm-9 pm Amedson Plat Appeal (at City Hall)	9	19
11	12 6:30 pm Park & Recreation Commission (at City Hall)	13	14 7:30 pm Council Study Session (at City Hall)	15 10am-11am Sign Code Appeals (at Fire Dist 82) 7 pm-10 pm PAB-Land Use Committee (at City Hall)	16	17
18	19 President's Day (City offices Closed)	20	21 5:00 pm Public Works Committee 6:30 pm Council Meeting (at City Hall)	22 7:00 pm Planning Advisory Board (at City Hall)	23 10:00 am-11am Sign Code Appeals (2) (at Fire District 82)	24
25	26	27 10am-4pm Norris Estates Appeal (at Fire Dist 82)	28 7:30 pm Council Study Session (at City Hall)			



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

City Hall Location:
486 228th Avenue NE
Sammamish, Washington

Mailing Address:
704 228th Ave. NE, PMB 491
Sammamish, WA 98074

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

Fx: 425-898-0669

Off Site Location:
East Side Fire Dist. #82
1851 228th Avenue NE
Sammamish, Washington

Meeting dates are Subject to change.

MARCH 2001

Meeting Schedule

Update: 02/01/01

SUN

MON

TUE

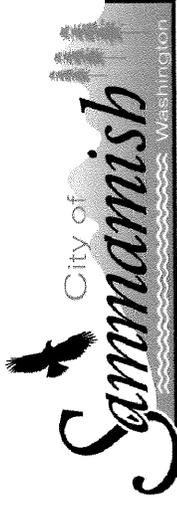
WED

THU

FRI

SAT

	1	2	3
	7:00 pm Planning Advisory Board (at City Hall)		
4	5	6	7
			5:30 pm Finance Comm. 7:30 pm Regular Council Meeting (at City Hall)
8	9	10	
11	12	13	14
			7:30 pm Council Study Session-Cancelled 5:30 pm Suburban Cities Dinner (at Plateau G & CC)
15	16	17	
			7:00 pm Planning Advisory Board (Land Use Subcommittee) (at City Hall)
18	19	20	21
	6:30 pm Park & Rec Commission (at City Hall)		5:00 pm Public Works Committee 6:30 pm Com. Dev. Comm. 7:30 pm Regular Council Meeting (at City Hall)
22	23	24	
25	26	27	28
			5:30 pm Public Works Comm. 7:30 pm Council Study Session (at City Hall)
29	30	31	
			7:00 pm Family Summit (at Eastlake H.S.)



CITY HALL ADDRESS:
486- 228th Avenue NE
Sammamish, Washington

PH: 425-836-7904
(City Clerk)
FX: 425-898-0669

OFF SITE LOCATIONS:

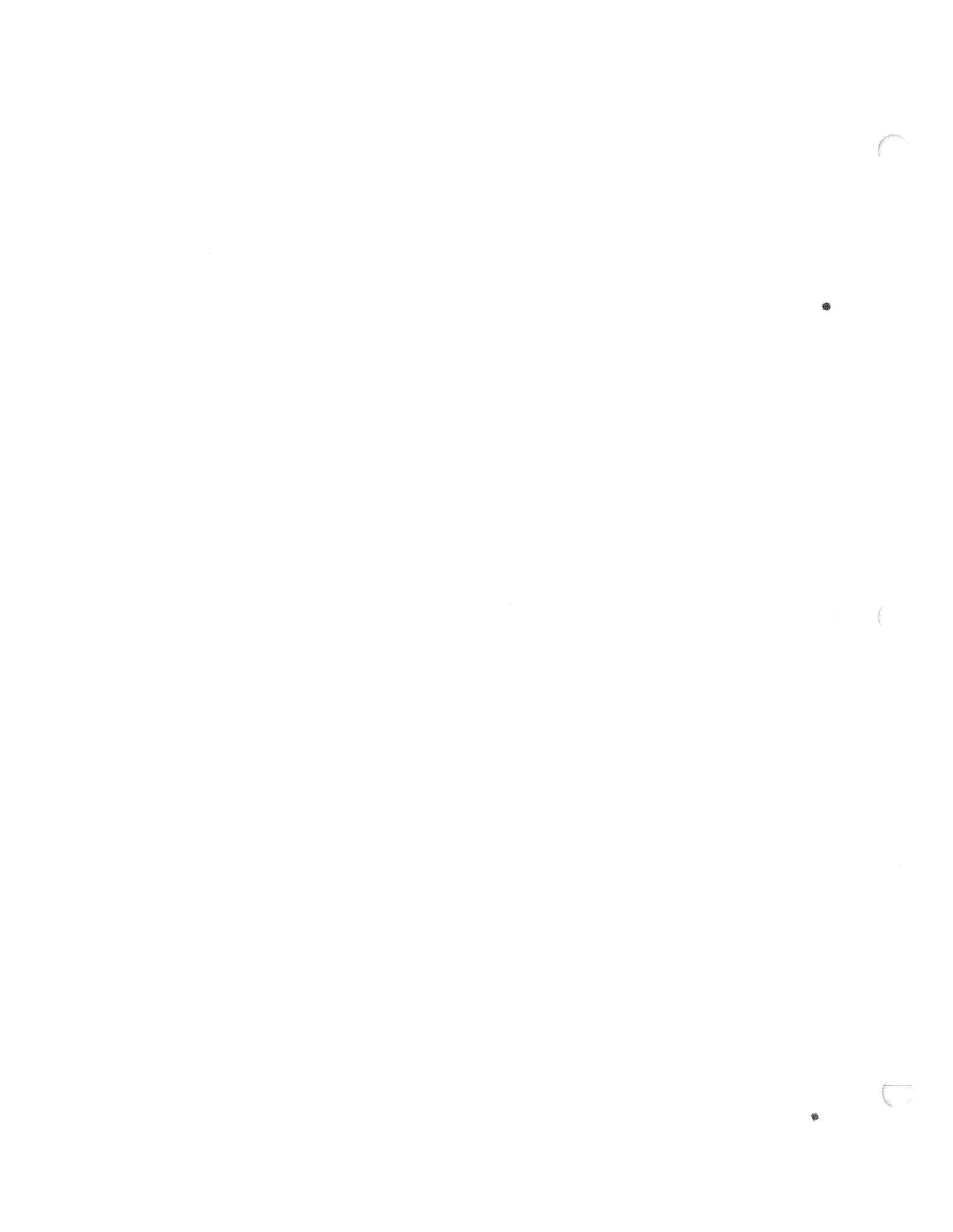
East Side Fire Dist. #82
1851- 228th Avenue NE

Sammamish Plateau Water & Sewer
1510—228th Avenue SE

Sammamish Library
825 - 228th Avenue NE

Eastlake High School
400 228th Avenue NE

Meeting dates are subject to change.



**City of Sammamish
City Council Minutes
Regular Meeting
February 7, 2001**

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

Councilmembers present: Mayor Troy Romero, Councilmembers Jack Barry, Phil Dyer, Don Gerend, and Kathleen Huckabay.

Councilmembers absent: Deputy Mayor Ken Kilroy and Councilmember Ron Haworth

MOTION: Councilmember Barry moved to excuse Deputy Mayor Kilroy and Councilmember Haworth. Councilmember Gerend seconded. Motion passes unanimously 5-0.

Staff present: City Manager Ben Yazici, City Engineer Dick Thiel, Director of Community Development Ray Gilmore, Police Chief Richard Baranzini, Fire Administrator John K. Murphy, City Attorney Bruce Disend and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Dyer let the pledge.

1. Approval of Agenda

MOTION: Councilmember Dyer moved to delete the Executive Session from the agenda and accept the agenda as amended. Councilmember Gerend seconded. Motion passed unanimously 5-0.

2. Mayor/Council/Committee Reports

- Community Development Committee (Councilmember Dyer): No Report
- Public Safety Committee (Councilmember Haworth): No Report
- Finance Committee (Councilmember Huckabay): No Report
- Public Works (Councilmember Gerend): The committee had a discussion on Sound Transit and will be working on developing a transit system in Sammamish. To this end they will request \$10 million in excess revenues from Sound Transit to help fund this system. The committee discussed the costs associated with under grounding utilities on 228th Phase 1B. The committee recommends under grounding all utilities except the high voltage lines. The committee recommended allowing left turns into 13th Street SE and a possible signal at a later date when traffic warrants it. This was in response to considerable public input.

- Eastlake High School Report (Student Liaison Lin Yang): Report on a party organized by Students Against Drunk Driving (SADD). The school is sponsoring a potluck to raise money for needy families in the district. The Youth Advisory Task force is moving along and a report will be given to Council at the next meeting
- Skyline High School Report (Student Mary Vinuelas): "Unsung Heroes" will be celebrated at Skyline on April 12th.
- Mayor Report: Attended the Eastside Fire & Rescue Dinner. The Fire Department presented the City with a plaque. Karen Moran, Sammamish citizen, was appointed to the King County Boundary Review Board. The Family Summit will be on March 29, 2001 at Eastlake High School beginning at 7:00 pm. The City Council Retreat is scheduled for March 9th and 10th.

3. Public Comment

No public comment

4. Consent Calendar

CONSENT CALENDAR

- a) **Claims for period ending February 7, 2001 in the amount of \$824,185.05**
- b) **Payroll for pay period/pay date January 20, 2001 totaling \$83,978.34 and for pay period/pay date February 5, 2001 totaling \$85,676.52.**
- c) **Minutes for January 17, 2001 Regular Meeting**
- d) **Minutes for January 24, 2001 Special Meeting**
- e) **Eastside Transportation Partnership Annual Dues**

MOTION: Councilmember Huckabay moved to approve the Consent Calendar. Councilmember Gerend seconded. Motion passed unanimously 5-0.

5. Public Hearing

a) Extension of land use moratorium

Community Development Director Ray Gilmore gave the staff report. The recommendation by staff is to continue the moratorium without any substantial change for another six months. The original moratorium was put in place August of 1999. It was extended in February, 2000 and August of 2000. The Planning Advisory Board is currently developing the City's comprehensive plan. Completion date for that plan is estimated to be by the end of 2002.

Mayor Romero declared the Public Hearing open at 7:55 pm.

Public Comment:

Fred Armstrong, 2320 130th Avenue NE, Bellevue, 98005, He submitted written comments to Council requesting a senior housing/moderate priced housing exemption to the moratorium.

Ronald Kenyon, 19329 130th Place SE, Snohomish, WA, Submitted written comments to Council requesting an exemption for his property, since it is one of the few properties that is zoned commercial.

Tom Harman, 2302 W. Beaver Lake Drive, Believes that the expiration of water certificates should be considered a categorical exception. He also believes that each exemption should be examined for traffic concurrency before being given an exemption. Is there sufficient code enforcement being done on these exceptions?

Mark Cross, 247 208th Avenue SE, Supported extending the moratorium. He believes the additional time will allow Council to ensure the Comprehensive Plan will work in conjunction with the development code.

Mayor Romero closed the public hearing at 8:03 pm

6. Unfinished Business

a) Discussion – Final Design Decision for 228th Street SE Transportation Improvement Project

Councilmember Gerend gave the recommendation of the Public Works Committee regarding the final design of 228th Avenue transportation project. The committee recommends redesigning the plan at 13th Avenue to provide for left turn lanes. Because of citizen concern over safety issues, the impact to the environmental impact statement and the fast-track nature of the design for Phase 1B Councilmember Gerend made the following motion:

MOTION: Councilmember Gerend moved that the Council recommend the following: (1) Phase 1B be designed and built to include no roundabouts but key intersections should be designed to accommodate potential conversions to roundabouts in the future, in particular to ensure that sufficient rights-of-way be acquired. (2) Staff shall design SE 13th Street to accommodate left turns from and to the westerly portion and to anticipate future conversion to a signalized intersection if and when the situation warrants it. (3) Staff shall seek, at the earliest opportunity, an appropriate intersection enhancement program at which to introduce the first roundabout in Sammamish. Councilmember Dyer seconded. Motion passed unanimously 5-0.

Councilmember Dyer felt that Councilmember Gerend encapsulated the decisions of the committee well. Councilmember Barry believes that roundabouts have their place in the City but not on 228th Avenue. He read into the record the position of the PAB on the issue of roundabouts. Councilmember Huckabay expressed disappointment in the decision to delete the roundabouts from the design. Mayor Romero believes that roundabouts in this city will be an experiment and does not believe the city should be experimenting on 228th Avenue.

b) Resolution: Call for the Vote on Formation of the Beaver Lake Management District

Community Development Director Ray Gilmore gave the staff report. The next step in the formation of the lake management district is for the Council to call for a vote of the residents within the proposed district. If the Council adopts the resolution each resident would be mailed a ballot which would be returned before April 30, 2001.

MOTION: Councilmember Barry voted to call for the vote on the Beaver Lake Management District. Councilmember Gerend seconded.

Councilmember Barry expressed concern that some people are in the district but feel they should not be. He asked Mr. Gilmore if there was an appeal process for residents who felt they should not be included. Mr. Gilmore was not sure what the appeal process, if any, would be. Councilmember Dyer asked if the district could be amended once Council has called for the vote? Mr. Gilmore said there would not be any problem delaying a decision on this resolution until staff could research what the appeal process would be. Councilmember Barry would like to know how many new residents were included in the district and how they could appeal inclusion.

MOTION: Councilmember Dyer moved to postpone consideration of the call for the vote on the Beaver Lake Management District until the next regular Council meeting. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

Council recessed from 8:25 pm to 8:35 pm

7. New Business

MOTION: Councilmember Dyer moved to suspend the rules and amend the agenda to add item 1a to discuss a letter sent from the Association of Washington Cities regarding I-722. Councilmember Barry seconded. Motion passed unanimously 5-0.

1a) The Association of Washington Cities letter to the City requesting funds from the City to pay for their lawsuit against I-722.

MOTION: Councilmember Dyer moved to decline giving any money to fight I-722, since the voters of this city voted overwhelmingly for this initiative. Councilmember Barry seconded. Motion passed unanimously 5-0.

a) Ordinance: Land Use Moratorium Extension

MOTION: Councilmember Huckabay moved to extend the Land Use Moratorium for another six months. Councilmember Gerend seconded

City Manager Ben Yazici explained the City has five years in which to submit a comprehensive plan. The moratorium is necessary to control growth until the plan is in place.

Mayor Romero asked staff and the Planning Advisory Board to look into changing the moratorium to allow the subdivision of short plats in the next moratorium.

AMENDMENT: Councilmember Dyer moved to amend the motion that staff report back to Council at their earliest convenience on the inclusion of a senior housing exemption to the moratorium. Councilmember Gerend seconded. Amendment passed unanimously 5-0.

AMENDED MOTION: Motion as amended passed unanimously 5-0 (O2001-77)

b) Ordinance: Granting authority to City Manager to execute contracts for easements and rights-of-way purchases without Council approval

City Attorney Bruce Disend gave the staff report. This ordinance will improve the efficiency of the City when purchasing rights-of-way and easements for Council-approved projects that are within 10 percent of the appraised value.

MOTION: Councilmember Huckabay moved to grant authority to the City Manager to execute contracts for easements and rights-of-way purchases without Council approval. Councilmember Dyer seconded. Motion passed 5-0. (O2001-76)

Councilmember Gerend suggested that this acquisition authority could be monitored by the Public Works Committee who would make periodic reports to Council on such purchases and agreements.

c) Resolution: Final Plat Approval/Willamette at Sammamish Highlands

Mr. Gilmore gave the staff report. This is a 46-lot subdivision on 9 acres. It was vested under King County and has been reviewed by DDES. Their final report states that all conditions for development have been met and recommend final plat approval.

MOTION: Councilmember Dyer moved to grant final plat approval for the subdivision of Willamette at Sammamish Highlands. Councilmember Huckabay seconded. Motion passes unanimously 5-0. (R2001-61)

Councilmember Huckabay asked if it would be appropriate for the City to intervene in the King County process to encourage compliance with the City's standards so changes will not have to be made later.

d) Resolution: Final Plat Approval/Greens at Beaver Crest

Mr. Gilmore gave the staff report. This is an 88-lot subdivision on 54.6 acres including a 126-unit apartment complex. This project was vested with King County in 1997. The plat has met all conditions of final plat approval.

MOTION: Councilmember Dyer moved final plat approval of the subdivision of the Greens at Beaver Crest. Councilmember Huckabay seconded. Motion passed unanimously 5-0. (R2001-62)

Council directed Mr. Yazici to send a letter to King County, with a copy to King County Councilmember David Irons, verifying that fees paid by the developer to King County would be forwarded on to the City.

e) Contract: Public Works Director

MOTION: Councilmember Dyer moved to authorize the City Manager to sign a contract with John Cunningham to be Public Works Director. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

f) Contract Supplement #2: Additional Design for 228th Avenue Phase 1b with Inca Engineering

City Engineer Dick Thiel gave the staff report. Due to work done by King County that needs to be redone and the amount of time spent studying the roundabout issue, the contract with INCA needs to be increased by \$3,000.

MOTION: Councilmember Gerend moved to authorize the City Manager to sign the contract with INCA engineers for Supplement #2. Councilmember Dyer seconded. Motion passed unanimously 5-0.

Mr. Yazici announced to the Council that during the construction of 228th 1B, during the summer months, staff would like the road to be completely closed between the hours of 7:00 am and 6 pm except to local access and emergency vehicles. This will increase the chance of having the construction completed on time.

8. Adjournment – Mayor Romero adjourned the meeting at 9:40 pm.

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

Check: 3274 02/21/2001
Vendor: ICMA401 ICMA

	<u>Amount</u>	<u>Invoice No</u>
	7,085.18	
<hr/>		
Total for Check Number 3274:	7,085.18	
<hr/>		
Total for Accounts Payable Check Run:	7,085.18	(i)

7,085.18	(i)	}
119,026.55	(i)	
42,396.04	(i)	
45.00	(i)	
58,624.00	(i)	

\$ 227,176.77

Check: 3275	02/21/2001		
Vendor: HINSDALE	Hinsdale Properties, LLC	<u>Amount</u>	<u>Invoice No</u>
		19,591.44	
	Total for Check Number 3275:	----- 19,591.44	- DEVELOPER REFUND
Check: 3276	02/21/2001		
Vendor: ISD	Issaquah School District	<u>Amount</u>	<u>Invoice No</u>
		35,345.00	
	Total for Check Number 3276:	----- 35,345.00	- IMPACT FEES PD
Check: 3277	02/21/2001		
Vendor: LWSD	Lake Washington School Dist	<u>Amount</u>	<u>Invoice No</u>
		36,271.00	
	Total for Check Number 3277:	----- 36,271.00	- IMPACT FEES PD
Check: 3278	02/21/2001		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		13.64	
		63.53	
		190.59	
		18.46	
		25.41	
		63.53	
		13.58	
		140.64	
		83.92	
		97.90	
		97.90	
		42.35	
		49.42	
		49.41	
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		4.85	
		9.90	
		617.74	
		63.53	
	Total for Check Number 3278:	----- 1,756.58	
Check: 3279	02/21/2001		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		14,504.03	
		400.00	
	Total for Check Number 3279:	----- 14,904.03	
Check: 3280	02/21/2001		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		2,604.00	9760

3,286.50 WR01-59

5,168.00 WR01-64

Total for Check Number 3280:

11,058.50

Check: 3281 02/21/2001

Vendor: WATREA Wa State Dept of Treasury

Amount

Invoice No

100.00

23201

Total for Check Number 3281:

100.00

Total for Accounts Payable Check Run:

119,026.55

(1)

Check: 3222	02/21/2001		
Vendor: ACE	Ace Hardware, Inc.	<u>Amount</u>	<u>Invoice No</u>
		38.15	9220
		38.15	9220
		8.72	9208
		8.72	9208
		16.11	9193
		3.41	9146
		11.50	9049

	Total for Check Number 3222:	124.76	

Check: 3223	02/21/2001		
Vendor: ACTION	Action Water Heaters	<u>Amount</u>	<u>Invoice No</u>
		38.20	

	Total for Check Number 3223:	38.20	

Check: 3224	02/21/2001		
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>
		21.88	

	Total for Check Number 3224:	21.88	

Check: 3225	02/21/2001		
Vendor: BELRED	Bel-Red Electric Service, Inc.	<u>Amount</u>	<u>Invoice No</u>
		1,770.18	14878
		1,770.18	14878

	Total for Check Number 3225:	3,540.36	

Check: 3226	02/21/2001		
Vendor: BOFAPC	Bank of America Petty Cash	<u>Amount</u>	<u>Invoice No</u>
		24.55	
		2.60	
		17.91	
		9.75	
		9.75	
		9.95	
		21.45	
		11.04	
		8.35	
		25.30	
		16.27	
		1.87	
		13.00	

	Total for Check Number 3226:	171.79	

Check: 3227	02/21/2001		
Vendor: BOGDAN	Bogdan's Janitorial	<u>Amount</u>	<u>Invoice No</u>
		827.00	13101SAM

		Total for Check Number 3227:		827.00
Check: 3228	02/21/2001			
Vendor: CORPEX	Corporate Express		<u>Amount</u>	<u>Invoice No</u>
			-30.98	31094981
			8.73	31203510
			177.28	31203510
			379.78	31154440
			51.05	31220310
			67.77	31220310
			366.65	31220280
			6.37	31011552
			23.95	31107420
			37.01	31107420
			206.81	31108120
			44.30	31121660
			26.92	31121660
			36.72	31011732

		Total for Check Number 3228:		1,402.36
Check: 3229	02/21/2001			
Vendor: CRAN	GORDON CRANDALL		<u>Amount</u>	<u>Invoice No</u>
			2,337.03	

		Total for Check Number 3229:		2,337.03
Check: 3230	02/21/2001			
Vendor: DAILY	Daily Journal of Commerce		<u>Amount</u>	<u>Invoice No</u>
			169.20	

		Total for Check Number 3230:		169.20
Check: 3231	02/21/2001			
Vendor: DROLL	Robert W. Droll		<u>Amount</u>	<u>Invoice No</u>
			883.60	00178-01

		Total for Check Number 3231:		883.60
Check: 3232	02/21/2001			
Vendor: DUFFORD	PHILIP DUFFORD		<u>Amount</u>	<u>Invoice No</u>
			4,608.00	431.13.01

		Total for Check Number 3232:		4,608.00
Check: 3233	02/21/2001			
Vendor: FRANCO	Francotyp-Postalia, Inc		<u>Amount</u>	<u>Invoice No</u>
			25.00	936997
			1,000.00	

		Total for Check Number 3233:		1,025.00
Check: 3234	02/21/2001			
Vendor: GFOA	Govt Finance Officers Assoc		<u>Amount</u>	<u>Invoice No</u>
			99.00	
			185.00	

Total for Check Number 3234:		-----	284.00
Check: 3235	02/21/2001		
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>
		81.04	00484.00-2
		69.48	00484.00-2
		81.04	00484.00-2
		369.78	00689.00-3
		369.78	00689.00-3
		316.95	00689.00-3
		921.15	00740.00-2
		912.99	00623.00-5
		629.09	00622.00-3
		451.56	00610.00-5
Total for Check Number 3235:		-----	4,202.86
Check: 3236	02/21/2001		
Vendor: HAMPTON	Tressia Hampton	<u>Amount</u>	<u>Invoice No</u>
		75.00	1
Total for Check Number 3236:		-----	75.00
Check: 3237	02/21/2001		
Vendor: IOS	IOS Capital	<u>Amount</u>	<u>Invoice No</u>
		342.10	50718190
Total for Check Number 3237:		-----	342.10
Check: 3238	02/21/2001		
Vendor: ISSAQ2	Issaquah School District	<u>Amount</u>	<u>Invoice No</u>
		105.00	26171
Total for Check Number 3238:		-----	105.00
Check: 3239	02/21/2001		
Vendor: KCBLANK	King County Finance	<u>Amount</u>	<u>Invoice No</u>
		500.00	D-09
Total for Check Number 3239:		-----	500.00
Check: 3240	02/21/2001		
Vendor: KINGCOMC	King County Mun. Clerks' Ass'n	<u>Amount</u>	<u>Invoice No</u>
		10.00	
Total for Check Number 3240:		-----	10.00
Check: 3241	02/21/2001		
Vendor: KINGDD	King County DDES	<u>Amount</u>	<u>Invoice No</u>
		554.40	101117493
		646.80	101117493
		646.80	101117493
Total for Check Number 3241:		-----	1,848.00

Check: 3242	02/21/2001		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		1,230.13	1079003
		1,153.16	1079003

	Total for Check Number 3242:	2,383.29	
Check: 3243	02/21/2001		
Vendor: KINGPOL	King County Police Chiefs Asso	<u>Amount</u>	<u>Invoice No</u>
		10.00	

	Total for Check Number 3243:	10.00	
Check: 3244	02/21/2001		
Vendor: KINKO	Kinko's	<u>Amount</u>	<u>Invoice No</u>
		67.22	51700042732

	Total for Check Number 3244:	67.22	
Check: 3245	02/21/2001		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		1,825.72	1476

	Total for Check Number 3245:	1,825.72	
Check: 3246	02/21/2001		
Vendor: MANTEK	Mantek	<u>Amount</u>	<u>Invoice No</u>
		489.96	219735
		489.96	219735

	Total for Check Number 3246:	979.92	
Check: 3247	02/21/2001		
Vendor: MOBILE	Mobile Mini, Inc	<u>Amount</u>	<u>Invoice No</u>
		334.66	42431206

	Total for Check Number 3247:	334.66	
Check: 3248	02/21/2001		
Vendor: MRSC	Municipal Research & Services	<u>Amount</u>	<u>Invoice No</u>
		60.00	

	Total for Check Number 3248:	60.00	
Check: 3249	02/21/2001		
Vendor: NEWSTR	The News Tribune	<u>Amount</u>	<u>Invoice No</u>
		133.60	S5345030000

	Total for Check Number 3249:	133.60	
Check: 3250	02/21/2001		
Vendor: PAPERX	Paper Express, Inc.	<u>Amount</u>	<u>Invoice No</u>
		130.61	0075152-IN

	Total for Check Number 3250:	130.61	

Check: 3251	02/21/2001		
Vendor: PERFORM	Performance Htg & Air Inc.	<u>Amount</u>	<u>Invoice No</u>
		298.65	470737
	Total for Check Number 3251:	-----	
		298.65	
Check: 3252	02/21/2001		
Vendor: POI	Professional Office Interiors	<u>Amount</u>	<u>Invoice No</u>
		483.27	
	Total for Check Number 3252:	-----	
		483.27	
Check: 3253	02/21/2001		
Vendor: POLICE	Police Executive Research Frm	<u>Amount</u>	<u>Invoice No</u>
		125.00	000779
	Total for Check Number 3253:	-----	
		125.00	
Check: 3254	02/21/2001		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		912.63	
	Total for Check Number 3254:	-----	
		912.63	
Check: 3255	02/21/2001		
Vendor: PUGH	KATHY PUGH	<u>Amount</u>	<u>Invoice No</u>
		725.00	010206
	Total for Check Number 3255:	-----	
		725.00	
Check: 3256	02/21/2001		
Vendor: QUALITY	Quality Inn	<u>Amount</u>	<u>Invoice No</u>
		396.00	
	Total for Check Number 3256:	-----	
		396.00	
Check: 3257	02/21/2001		
Vendor: RABANC	Rabanco Connections	<u>Amount</u>	<u>Invoice No</u>
		30.00	195-000300336
		578.42	195-000300336
		578.42	195-000300336
	Total for Check Number 3257:	-----	
		1,186.84	
Check: 3258	02/21/2001		
Vendor: REDLAWN	Redmond Lawn & Equipment	<u>Amount</u>	<u>Invoice No</u>
		-23.95	309707
		39.23	58743
	Total for Check Number 3258:	-----	
		15.28	
Check: 3259	02/21/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		55.42	
		55.41	
	Total for Check Number 3259:	-----	
		110.83	

Check: 3260	02/21/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		14.00	
		13.99	

	Total for Check Number 3260:	27.99	
Check: 3261	02/21/2001		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		28.26	650507908 102
		111.56	650507908 102
		111.55	650507908 102
		136.10	650507908 102
		55.65	650507908 102

	Total for Check Number 3261:	443.12	
Check: 3262	02/21/2001		
Vendor: SIMMONS	Pamela Simmons	<u>Amount</u>	<u>Invoice No</u>
		64.65	

	Total for Check Number 3262:	64.65	
Check: 3263	02/21/2001		
Vendor: TENHULZ	Tenhulzen Remodeling, Inc.	<u>Amount</u>	<u>Invoice No</u>
		482.14	
		55.00	
		54.00	
		76.50	

	Total for Check Number 3263:	667.64	
Check: 3264	02/21/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		20.40	330 0071202
		20.40	330 0071977
		15.99	330 0071977
		15.98	330 0071977
		19.67	330 0071202
		19.67	330 0071202

	Total for Check Number 3264:	112.11	
Check: 3265	02/21/2001		
Vendor: UPS	United Parcel Service	<u>Amount</u>	<u>Invoice No</u>
		43.56	000014AV93041
		22.65	000014AV93051

	Total for Check Number 3265:	66.21	
Check: 3266	02/21/2001		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		1,452.43	
		159.34	
		45.44	
		10.26	
		10.26	

		7.45	
		386.16	
		20.84	

	Total for Check Number 3266:	2,092.18	
Check: 3267	02/21/2001		
Vendor: VOICE	Voice Stream Wireless	<u>Amount</u>	<u>Invoice No</u>
		770.98	
		68.65	
		68.66	
		135.63	
		45.21	

	Total for Check Number 3267:	1,089.13	
Check: 3268	02/21/2001		
Vendor: WATREA	Wa State Dept of Treasury	<u>Amount</u>	<u>Invoice No</u>
		216.00	

	Total for Check Number 3268:	216.00	
Check: 3269	02/21/2001		
Vendor: WCMA	Wa City/County Mgmt Assoc	<u>Amount</u>	<u>Invoice No</u>
		95.00	

	Total for Check Number 3269:	95.00	
Check: 3270	02/21/2001		
Vendor: WESTWAT	Westwater Construction Co	<u>Amount</u>	<u>Invoice No</u>
		244.35	

	Total for Check Number 3270:	244.35	
Check: 3271	02/21/2001		
Vendor: WFOA	Wa Finance Officers Assoc	<u>Amount</u>	<u>Invoice No</u>
		50.00	

	Total for Check Number 3271:	50.00	
Check: 3272	02/21/2001		
Vendor: WILSON	Michael Wilson	<u>Amount</u>	<u>Invoice No</u>
		4,328.00	

	Total for Check Number 3272:	4,328.00	
Check: 3273	02/21/2001		
Vendor: WRPA	Wa Recreation & Parks Assoc	<u>Amount</u>	<u>Invoice No</u>
		205.00	941

	Total for Check Number 3273:	205.00	

	Total for Accounts Payable Check Run:	42,396.04	(1)

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 02/09/01 09:55
PD

Check: 3209 02/09/2001
Vendor: COSTCO Costco Wholesale

	<u>Amount</u>	<u>Invoice No</u>
	45.00	

Total for Check Number 3209:	45.00	

Total for Accounts Payable Check Run:	45.00	

MEMBERSHIP FOR CITY

(1)

Council AGENDA 2/21/01

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 02/09/01 15:39

PD

Check: 3210	02/09/2001	<u>Amount</u>	<u>Invoice No</u>
Vendor: ISD	Issaquah School District	28,094.00	

	Total for Check Number 3210:	28,094.00	- IMPACT FEES, DEC.
Check: 3211	02/09/2001	<u>Amount</u>	<u>Invoice No</u>
Vendor: LWSD	Lake Washington School Dist	30,296.00	

	Total for Check Number 3211:	30,296.00	- IMPACT FEES DEC.
Check: 3212	02/09/2001	<u>Amount</u>	<u>Invoice No</u>
Vendor: WATREA	Wa State Dept of Treasury	234.00	- WSBCC SURCHARGES
		-----	DEC.
	Total for Check Number 3212:	234.00	

	Total for Accounts Payable Check Run:	58,624.00	

- NOT FOR COUNCIL AGENDA -

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Formation of the Beaver Lake Management District

Meeting Date: February 21, 2001
Date Submitted: February 15, 2001
Originating Department: Community Development
Clearances:

Action Required:
Postpone adoption of Resolution submitting the question of creating a Lake Management District to a vote of the property owners within the district.

Administration Police
 Public Works Fire
 Comm. Development Attorney
Committee:

Exhibits:

- a) Memo

Budgeted Amount:

Summary Statement:

At its regular meeting of January 17, and following the conclusion of the public hearing on the intent to form a Beaver Lake Management district, Council directed staff to prepare a resolution calling for a district vote on the formation of the management district.

In consideration of RCW 36.61.070, a resolution which submits the question of creating a Beaver Lake Management District is prepared for the Council's consideration. The vote is limited to those properties within the defined management district boundary. If adopted, the ballots will be submitted to the property owners within the district in April.

Staff Recommendation

Postpone consideration of this item until March 7, 2001 Regular Council Meeting



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0669

TO: CITY OF SAMMAMISH CITY COUNCIL
FROM: COMMUNITY DEVELOPMENT
DATE: FEBRUARY 15, 2001
SUBJ.: BEAVER LAKE MANAGEMENT DISTRICT VOTE-
CONTINUED ITEM

At its regular meeting of February 7, the Council directed staff to investigate whether certain properties should be deleted from inclusion in the Beaver Lake Management District, based upon concerns expressed by some property owners. This issue centers on whether some of these properties are actually outside of the Beaver Lake Drainage Basin and should not be included in the BLMD.

Staff has been working with King County Natural Resources in obtaining additional background on the district boundaries. The primary King County contact on this project, Sharon Walton was not available until the February 15th. As such, we could not obtain the needed information for the packet by the end of today. Additionally, staff has been working on obtaining and mapping watershed boundary data on a suitable map base. This has recently been received, but has not been analyzed to date.

Consequently, Staff is recommending that this item be continued to the March 7th meeting.

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 Robert Steadman

Meeting Date: February 21, 2001

Date Submitted: February 16, 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 22510 NE 2nd Street near the intersection of NE 2nd Street and 228th Avenue NE. The property contains approximately 3.45 acres of land and is developed with an 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.

Mr. Bob Steadman
May 30, 2000
Page 2

DCI 00693

It would be greatly appreciated if a waiver of the moratorium for this preliminary short plat was granted due to the above described hardship.

Please call if you need any other information to process this request.

Sincerely,
Duncanson Company, Inc.



Harold M. Duncanson, P.E.
President

Enclosures

ATTACHMENT A

Robert Steadman Hardship Exception Request – Page 2 of 5

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

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

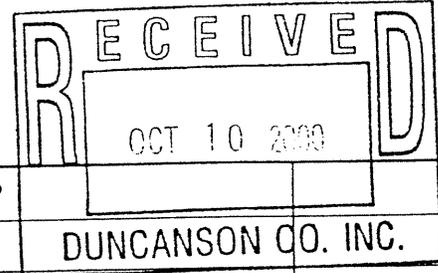
12391

Receipt
 Number

Received
 From

Robert Steadman
25510 NE 2nd
Redmond WA 98053

Date 4-20-00



Water Receipt

GL #	Received for		
	<u>Dwy + Stafford NE 2nd SP</u>		
271060	Water Application #	thru	
271000	General Facilities	<u>Preliminary</u>	1500.00
417000	R/W Permit		
271020	Water Charge in Lieu of Assessment		
472020	Water Availability Letter		
235000	Engineering: Developer Extensions:	<u>Administrative Fee</u>	250.00
235000	Misc.		
461000	Flushing		
142500	Invoice #		
	Misc. Customer Account #		
	Misc.		
Sub Total			1750.00

Sewer Receipt

GL #	Received for		
	<u>Dwy + Stafford NE 2nd SP</u>		
417011	Side Sewer Permit #	thru	
271001	General Facilities	<u>Preliminary</u>	2000.00
271021	Sewer Charge in Lieu of Assessment		
461031	Sewer Availability Letter		
235001	Engineering: Developer Extensions:	<u>Administrative Fee</u>	250.00
235001	Misc.		
461000	Flushing		
	Misc.		
	Misc.		
Sub Total			2250.00

Check Number

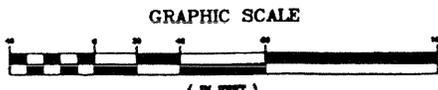
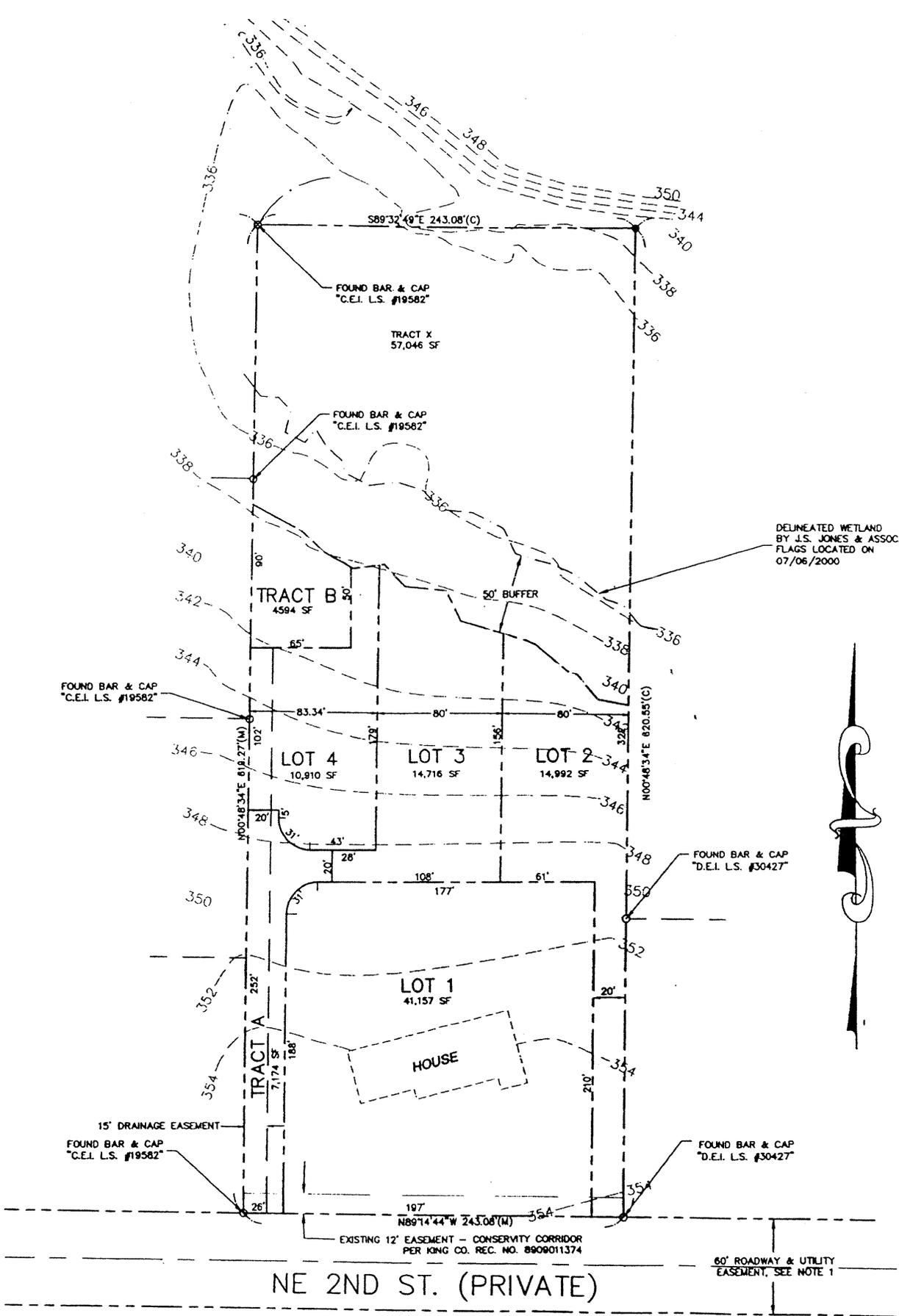
7007

Received
 by

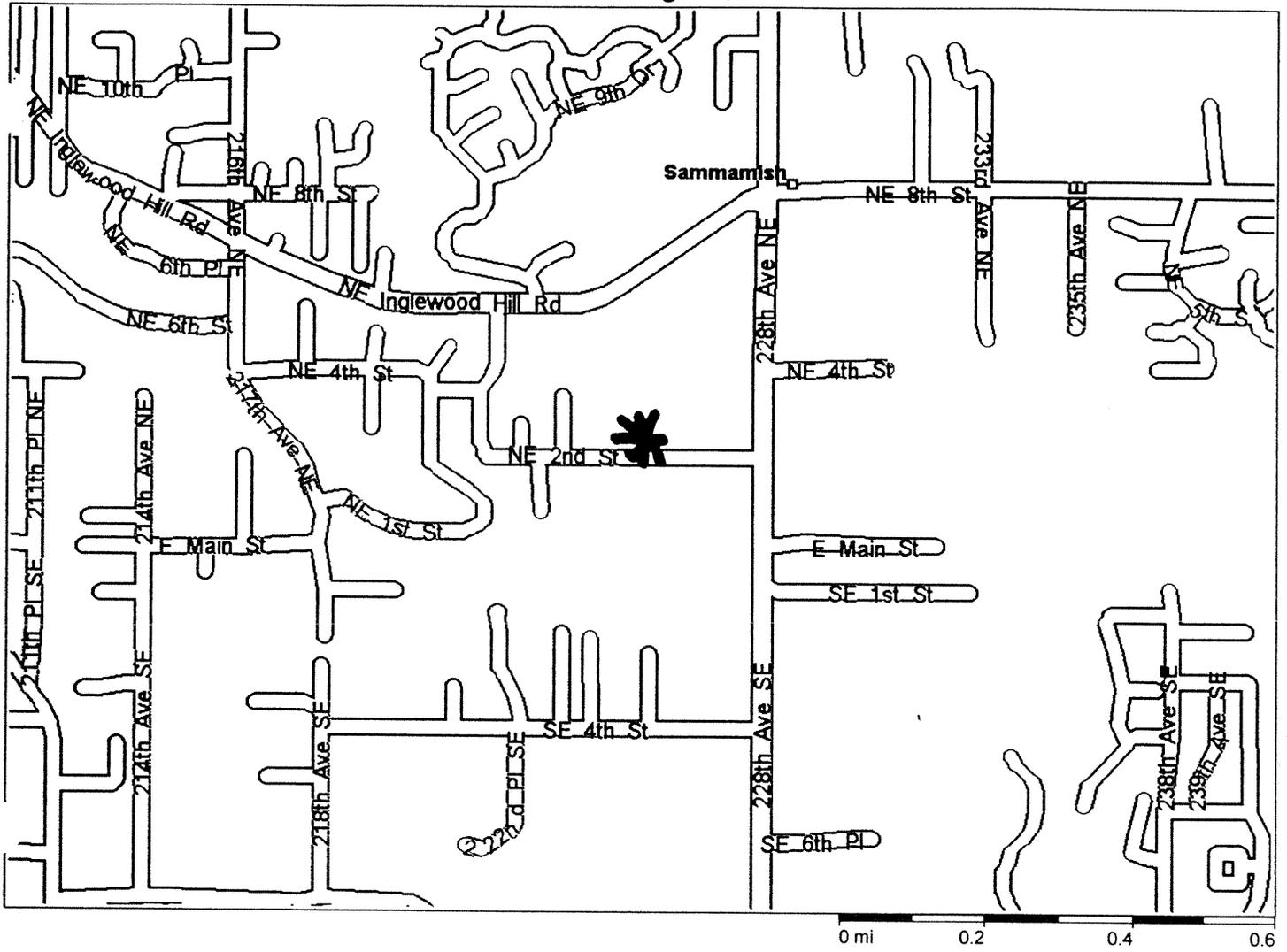
[Signature]

ATTACHMENT A

4600.00



ATTACHMENT A



AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Request to except a two (2) lot short plat from the City's Development Permit Moratorium by Loren and Joanne Charlston

Meeting Date: February 21, 2001

Date Submitted: February 16, 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 two (2) lot short plat. The project is located at 21624 NE 14th Place near the intersection of NE 14th Place and 216th Avenue NE. The property contains approximately 1.25 acres of land and is developed with an 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.

February 14, 2001

City of Sammamish Council,

I am requesting a hardship exemption for a short plat due to my wife's continued medical ailments. My family resides in a two-story home that sits on 1 1/4 acres and we would like to subdivide the property in half and build a rambler on the front lot. The zoning in the area allows four houses per acre. We received a water availability letter from Sammamish Water and Sewer for the proposed second lot on February 12, 2001.

The following are the reasons for the hardship request:

My wife's health conditions are worsening and she should not be walking up and down the stairs in our present home. My wife suffers from Fibromyalgia, Ankylosing Spondylitis, in addition to this, she has had multiple extensive knee surgeries, an arthritic left knee that will need a complete replacement soon, deep vein thrombosis with multiple pulmonary emboli affecting her lungs and both legs, heart problems due to pre-ventricular and atrial contractions, arthritis and a sleeping disorder and dizziness caused by the Fibromyalgia.

I am a firefighter and work 24 hour shifts and it is not good for my wife to be going up and down the stairs with her medical issues when I am not home for these long 24-hour shifts.

There are a number of symptoms associated with Fibromyalgia but the following are what my wife experiences on a daily basis:

- Stiffness, muscle tightness, weakness, eye tearing, dizziness, buckling knees, weak ankles, muscle cramps, fatigue, irregular heartbeat, shortness of breath, extreme joint and back pain, an inability to grasp things due to the weakness in her hands, spatial disorientation and interrupted sleep patterns that make her extremely tired even in the morning. The inability for my wife to grasp things with her hands makes her more vulnerable and susceptible for a serious injury during a fall.

What is Ankylosing Spondylitis?

- It is a rheumatic disease that causes arthritis of the spine and sacroiliac joints and can cause inflammation of the eyes, lungs, and heart valves. This disease attacks the spine, peripheral joints, neck, upper back and other organs resulting in severe joint and back stiffness, loss of motion, and deformity.

You're probably wondering why we just don't sell the property and move into a rambler. The main reason is that we like the area, neighbors and school district and feel it is absolutely necessary to keep our son in the same school. Our son has enough changes/challenges in his life with my wife's medical issues and one of the most stable things in his life is school.

The decreased monthly house payment will also assist with the finances for home health care nurse visits, health insurance costs and assistance once a month with house cleaning. Letters from my wife's Physical Therapist and Doctor are available upon request. Thank you for listening and understanding the uniqueness of our request.



Loren and Joanne Charlston
21624 NE 14th Place
Sammamish, Washington 98074
Phone (425) 868-2778

RECEIVED BY MP.

FEB 14 2001

ATTACHMENT A

Loren and Joanne Charlston Hardship Exception Request – Page 1 of 2

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Ordinance Restricting Excavation in
City Streets within 5 years of paving

Meeting Date: February 21, 2001

Date Submitted: February 15, 2001

Originating Department: Public Works

Clearances:

Action Required: Adopt ordinance

 Administration Police

 x Public Works Fire

Exhibits: Ordinance

 Building/Planning x Attorney

Committee:

Budgeted Amount: Not applicable

Summary Statement:

This ordinance allows the City to restrict, for five years, the digging up of newly built, reconstructed or overlaid streets by utilities, private developers or other entities. This would not be an automatic restriction. The City Council would first have to adopt a resolution naming the specific street(s) on which the restrictions would be imposed and property owners along the street, utility companies, franchise holders and any other applicable agencies would be notified and given at least 45 days to install any facilities they need to install. Appeals for exceptions or extensions can be made to the Director of Public Works, whose decision can be further appealed to City Council. The main goal of this type of ordinance is not to penalize the installation of utilities in the street, but rather to encourage advance planning and coordination.

Recommended Motion:

Adopt ordinance restricting excavations in City streets within five years of paving.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO.2001-___**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, PROHIBITING EXCAVATIONS IN CITY
STREETS WITHIN FIVE YEARS OF PAVING**

WHEREAS, the City Council of the City of Sammamish finds that allowing excavations in City streets that have been recently paved decreases the effective life of the pavement, necessitating higher maintenance costs and more frequent repaving; and

WHEREAS, making excavations within a City street to place or repair utilities while that street is either being repaved or will be repaved in the immediate future eliminates the need to make such excavations at a later date; and

WHEREAS, persons and entities wishing to place or repair utilities within City streets must have effective notice of the City's plans to repave its streets such that maintenance and repairs may be accomplished prior to repaving;

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

Section 1. Excavation in City Streets Within Five Years of Street Paving Prohibited.
Whenever the City Council adopts an ordinance or passes a resolution authorizing the paving or repaving of any street, no permit shall be issued for any openings, cuts or excavations in said street for a period of five years after the date of enactment of such ordinance or resolution except as provided in this Ordinance.

Section 2. Notification of Intent to Pave.

A. Whenever the City Council enacts any ordinance or resolution providing for the paving or repaving of any street, the Director of Public Works shall promptly mail written notice thereof to the following:

1. Each person owning any sewer, main, conduit or other utility in or under said street or any real property, whether improved or unimproved, abutting said street;
2. The occupants of all houses, buildings and other structures abutting said street;
3. Any applicable state agencies;
4. Holders of franchise agreements with the City allowing utilities in any public right-of-way within the City;

5. City departments that may need to perform work within the affected street;
and

6. All other persons who register with the City Clerk to receive such notice.

B. The notice shall state that no excavation permit shall be issued for openings, cuts or excavations in said street for a period of five years after the date of enactment of the ordinance or resolution. The notice shall also state that applications for permits to excavate prior to such paving or repaving shall be submitted promptly in order that the work covered by the permit may be completed by the deadline established for such work by the Director of Public Works.

Section 3. Deadline for Work. All utility work accomplished prior to a repaving shall be completed by the deadline established by the Director of Public Works. That deadline shall be at least forty-five days after the date of passage of the resolution or ordinance authorizing repaving of the street, but the Director may establish a deadline that is more than forty-five days after passage if the Director determines that allowing more time will not interfere with the City's planned work.

Section 4. Exceptions. No permit for excavation shall be issued within the five-year period after expiration of the deadline, unless the Director determines that:

A. Denying the permit would work an undue hardship on the person applying for the permit and the need for the excavation could not have been reasonably anticipated before expiration of the deadline; or

B. An emergency exists that requires such an excavation to protect the public health, safety or welfare.

Section 5. Excavation by City Departments. Every City department or official responsible for any work that may require any opening, cut or excavation in said street is directed to take appropriate measures to perform such excavation work within the deadline set by the Director of Public Works.

Section 6. Appeals. In the event that the Director of Public Works denies an application, the applicant's remedy shall be to appeal to the City Council. The applicant shall file a written notice of appeal with the City Clerk within fifteen days from the date of receipt of the denial of the excavation permit application. The appeal notice shall state the specific reasons for objection to the decision of the Director. At the next regular City Council meeting following receipt by the City Clerk of the applicant's notice of appeal, the City Council shall set a date to hear the applicant's appeal. The City Council shall conduct a hearing on the applicant's appeal within forty-five days of the date the City Clerk received the notice of appeal. A majority vote of the City Council shall be required to reverse the decision of the Director.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or

federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2001.

CITY OF SAMMAMISH

Mayor Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 15, 2001

Passed by the City Council:

Date of Publication:

Effective Date:

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
City Expenditure Policies

Meeting Date: February 21, 2001

Date Submitted: February 16, 2001

Originating Department: Finance

Action Required: Approval of Resolutions and Ordinance

Clearances:
XX Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning _____ Attorney

Exhibits: Credit Card Ordinance
Purchasing Policy Resolution
Travel Policy Resolution

Committee:

Budgeted Amount: N/A

Summary Statement:

The Credit Card Ordinance, Purchasing Policy, and Travel Policy are intended to provide comprehensive compliance with State law requirements and detail guidelines for City expenditures relating authorization, control, as well as procedures for processing.

Recommended Motion:

To approval the Credit Card Ordinance, Purchasing Policy Resolution, and Travel Policy Resolution.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2001-__**

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING A
SYSTEM FOR THE ISSUANCE, USE AND CONTROL OF CREDIT CARDS BY CITY
OFFICIALS AND EMPLOYEES.**

WHEREAS, the City Council of the City of Sammamish finds it advantageous for the City to use a credit card for certain official City purchases; and

WHEREAS, the City finds that the use of credit cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency; and

WHEREAS, the City strives to perform all functions in an efficient and cost effective manner; and

WHEREAS, the Washington State Legislature has enacted legislation and passed RCW 39.58.180 and RCW 43.09.2855 requiring that any City which contracts for the issuance and use of credit cards adopt policies governing the distribution, authorization, credit limits, payment and control of such credit cards.

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

Section 1. Credit Card Use

- A. The City Manager and Finance Director shall implement and maintain the following system for the distribution, authorization and control of credit cards issued to or for the benefit of the City and used by City officials and employees.
1. Distribution. Credit cards may be distributed to those City officials and employees who, in the opinion of the City Manager, or his/her designee, have job responsibilities that would benefit or otherwise be facilitated by use of a credit card.
 2. Authorization and Control. The Finance Director shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit cards and credit card funds. The purchasing card is to be used when it is in the best interest of City administrative affairs.
 3. Application. The individual holder, upon prior approval of the City Manager or his/her designee, shall hold each credit card responsibly.

4. Credit Limits. The City Manager or his/her designee shall set credit limits on each card issued subject to the approval of the City Council. Individual purchases shall not exceed \$1,000 without the pre-approval of the City Manager and in no event shall the credit card limit exceed \$2,500 for any individual credit card account.
 5. Credit Card Restriction. The following will be considered an unauthorized purchase or use of any City purchasing/credit card:
 - a. Cash advances;
 - b. Payment of invoices or statements;
 - c. Purchases where an open charge account would be utilized;
 - d. Personal purchases of any kind;
 6. Disallowed Charges. Disallowed charges, or charges not properly identified, will be paid by the employee before the charge card billing is due. Failure to do so will render the employee personally liable where the City shall have a prior lien against and a right to withhold any and all fund payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the cost. Employee shall not use the credit card if any disallowed charges are outstanding
- The act of obtaining a City credit card does not indicate pre-approval of expenditures/expenses.
7. Return of Credit Card. The employee shall return all City credit cards at the request of the City Manager or designee, or upon separation of employment. Final paycheck will be held till all outstanding City property has been returned.

B. The City Manager and Finance Director are authorized to implement any additional policies or administrative procedures necessary to implement the provisions of this section.

Section 2. Validity

If any section, paragraph, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that they would have passed this Ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases may subsequently be found by competent authority to be unconstitutional or invalid.

Section 3. Effective Date

This ordinance shall take effect and be in full force five (5) days following its publication, as required by law.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2001.**

H. Troy Romero, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 15, 2001
Passed by the City Council:
Date of Publication:
Effective Date:



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0669

Leave this space for Auditor or Clerk

**PERSONNEL REIMBURSEMENT/
CREDIT CARD EXPENDITURE**

Name _____

INSTRUCTIONS—PLEASE READ AND FOLLOW

Be sure to sign as payee
Claim will not be allowed unless all information called for on reverse side of this voucher is shown in detail and receipted sub-vouchers are attached.

For traveling and incidental expenses incurred during the Month of _____
as shown in detail on reverse hereof.

	ESTIMATED	ACTUAL	BARS CODE
Meals	\$	\$	
Hotel Rooms	\$	\$	
Mileage	\$	\$	
Other Transportation	\$	\$	
Sundry Expenses	\$	\$	
Conference/Class Fees	\$	\$	

I, holding the position of _____ having herewith presented my itemized account for expenses for the period ending _____ amounting to the sum of \$ _____ dollars, do hereby certify under penalty of perjury: That the foregoing account is just and true as therein stated; that no payment has been received by me on account thereof; that no rebate of and character, kind or description has been made to me by any person or persons furnishing any of said transportation or subsistence; that the expenses charged were actually and necessarily incurred and paid by me in lawful money.

Subscribed this _____ day of _____ 20 _____
at Sammamish, Washington.

Employee _____

Supervisor _____

DAY OF MONTH	MEALS			HOTEL ROOM	MILES	LOCATION	PURPOSE OR REASON FOR TRIP
	BREAK	LUNCH	DINNER				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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31							
TOTALS							

OTHER EXPENDITURES AS RECEIVED MUST BE ATTACHED				RAIL, BOAT OR STAGE FARES PAID				
DAY	PAID TO	FOR	AMOUNT	DAY	FROM	TO	VIA	AMOUNT
TOTAL			\$	TOTAL				\$

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO.R2001-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON
ESTABLISHING TRAVEL POLICIES THAT CONFORM TO STATE
LAW REQUIREMENTS FOR EMPLOYEE TRAVEL AND
REIMBURSEMENT.**

WHEREAS, it is necessary to provide the City of Sammamish travel policies and procedures that comply with State law requirements RCW 42.24.090; and

WHEREAS, the City Council desires to ensure that the City's system of employee travel and reimbursement of expenses conform to the requirements imposed by State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, RESOLVES THE FOLLOWING:

SECTION 1: INTRODUCTION/INTENT

This document has been prepared to establish guidelines and procedures related to travel expenses incurred by City employees, elected and appointed officials when they are on official City business.

SECTION 2: GENERAL POLICY

- 2. General Travel:** The City of Sammamish will reimburse City elected officials, employees, and members of boards and commissions for their reasonable expenses actually incurred in the conduct of their business for the City. Reimbursement for such necessary and reasonable expenses will be made subject to the rules herein, compliance with the City's purchasing policy, and with RCW 42.24. Expenditures will be commensurate with the employee's normal standard living, but is assumed and expected that expenses will be consistent with the best interests of the City and its desire to minimize travel costs.

Payment in advance for such travel costing over \$75.00 may be from the advance travel fund subject to the City's purchasing policy and RCW 42.24.120.

Any normal travel time in excess of an eight-hour day each way, that is brought about by the employee's choice of transportation, will be charged to the employee as vacation time. Paid time for travel shall be clearly resolved in accordance with FLSA guidelines in advance of authorizing travel.

Reimbursement requests must be accompanied by original receipt or statement. Photocopies will not be accepted and may only be approved on a case-by-case basis.

3. **Out of State Travel:** All reasonable transportation expense for approved travel will be reimbursed. Any travel out of state should have the prior approval of the City Manager for employees and the City Council for elected officials.
4. **Continuing Education/Training:** It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City. (Please refer to the City's Purchasing Policy).
5. **Interviewing and Relocation**
 2. **Applicant Expenses:** It may be necessary when selecting personnel to fill positions requiring special experience and training, in order to insure selection of the most qualified applicant, to interview personally. City Council must pre-approve travel expenses for applicants residing outside of Washington, Idaho, Oregon, and British Columbia.
 3. **Moving Expenses:** Whenever the Council determines that in order to secure the services of any person not residing within the State of Washington as an employee of the City, it is necessary to pay the costs of moving the household goods and personal effects of such person from his place of residence to the City upon appointment to City service. Upon Council approval, such costs incurred by the immediate family for a move to the City shall be paid as an employee of the City.

SECTION 3: ELIGIBLE EXPENDITURES

2. **Transportation Costs:** It is recommended that all City personnel use a City vehicle when traveling on official City business, unless a City vehicle is not available or it is determined by a Department Director that it is not in the best interest of the City due to the length of time such a vehicle shall be unavailable for other City use. Expenses shall be reimbursed for travel within a 300-mile radius of the City at such rate per mile equal to that established by the United States Internal Revenue Service for reimbursement of such expenses for purposes of business travel expense deductions. Trips beyond this limit shall be reimbursed at the lower of (a) the established rate per mile, or (b) the lowest available airfare (other than non-refundable) obtainable from major airlines plus mileage reimbursement based on the estimated distance between the airport and the destination.

City employees who receive an automobile allowance in lieu of City provided transportation should not be entitled to further reimbursement for surface transportation within a 10-mile radius of the City. Incidental travel costs such as parking, ferry or bridge tolls are reimbursable as they would be if a City vehicle had been provided.

2. **Lodging:** Reasonable expenses will be reimbursed at the rate of the maximum single room rate per person. A detailed receipt for all incurred lodging expenditures is required for

reimbursement. Payment or prepayment may be made by purchase order, credit card or advance travel. However, preference should be given to prepayment through the purchase order process, allowing for City Council or Finance Committee approval prior to actual payment.

3. **Meals:** Reimbursement will be at actual cost limited on a per diem basis for meals, according to the most recent Internal Revenue Service publication pertaining to Travel, Entertainment, and Gift Expenses for the local area. Gratuities are allowable up to 15%, should be considered as a part of the maximum allowable amount, and shown separately on each receipt. Substitute meals already included in registration fees or on flights are not permissible. Reimbursements not considered part of meal costs include, but are not limited to liquor, expenses for spouses, guests or other persons not authorized to receive reimbursement under this policy or State regulations. One person may claim reimbursements for several employees or officials eating together, as long as all names are listed on the reimbursement claim. Receipts must accompany all reimbursement claims.
4. **Incidental Expenses:** Reasonable costs for parking, taxis, buses, rental cars (if necessary), etc. will be paid/reimbursed if itemized on the claim form and accompanied by original receipt.
 - a) Rental cars must have prior approval by the department director for Staff, City Manager for department directors, and Council for individual Councilmembers.
 - b) Phone calls made to the City shall be reimbursed. Employees that travel away from home overnight may make one call home per day of reasonable length.

SECTION 4: EMPLOYEE REIMBURSEMENT

Reimbursement procedures for out-of-pocket expenses will be through the normal claims process. (Refer to Section 4, A Purchasing Policy). The employee shall prepare a "personnel expense reimbursement" form (see attached), as may be established by the City Manager and Finance Director, attach required receipts, obtain approval signatures, and submit for claims payment. Where administrative policy allows petty cash to be used for small City business expense reimbursements (less than \$50.00), the applicable form should be prepared in like manner and submitted to the petty cash custodian.

An Advance Travel Fund has been created by City resolution that establishes purchasing policies. The purpose of this fund is to provide reasonable allowances in advance of travel to minimize the impact on the personal finances of employees and official when they are traveling for the benefit of the City. This fund is to provide cash for what would normally be out of pocket expenses for the employee. This fund is not intended to provide for expenses that can be paid for through the City's claims process such as airline tickets, room deposits or conference fees, for example. Refer to Section 5.2 Purchasing Policy.

SECTION 5: ADMINISTRATIVE PROCEDURES

The City Manager and Department Director may establish additional procedures to facilitate administrative compliance with the City's Travel Policy established herein, or to comply with other State mandated financial oriented policies. It is the responsibility of the employee incurring the expense to complete the proper authorization/request forms and to obtain the necessary approvals.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF FEBRUARY 2001**

H. Troy Romero, Mayor

Attest:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 15, 2001

Passed by the City Council:

Resolution No.:



PETTY CASH FORM
ORIGINAL RECEIPT REQUIRED

DATE: _____ EMPLOYEE: _____ DEPT: _____

ACCT #	DESCRIPTION (Item; Where Purchased; Purpose)	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL REQUEST: \$ _____

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury, that the above item(s) were purchased according to City Of Sammamish purchasing policies and are for City business.

EMPLOYEE SIGNATURE _____ DATE _____

SUPERVISOR AUTHORIZATION _____ DATE _____



PETTY CASH FORM
ORIGINAL RECEIPT REQUIRED

DATE: _____ EMPLOYEE: _____ DEPT: _____

ACCT #	DESCRIPTION (Item; Where Purchased; Purpose)	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL REQUEST: \$ _____

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury, that the above item(s) were purchased according to City Of Sammamish purchasing policies and are for City business.

EMPLOYEE SIGNATURE _____ DATE _____

SUPERVISOR AUTHORIZATION _____ DATE _____



704 – 228th Ave. NE PMB 491 Sammamish, WA 98074 Phone 425-898-0660 Fax 425-898-0669

ADVANCE TRAVEL REQUEST

Name _____ Date of Request _____

Department _____ Destination _____

Purpose _____

Anticipated departure and return dates _____

Amount Requested: \$ _____

Projected Expenses:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Estimated Cost:	\$ _____

_____	_____	_____	_____
Employee	Date	Supervisor	Date

Check Issued: # _____ **Date:** _____ **Amount: \$** _____

Actual Expense Detail:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Actual Cost:	\$ _____
Amount Returned/(Owed)	\$ _____



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0669

Leave this space for Auditor or Clerk

**PERSONNEL REIMBURSEMENT/
CREDIT CARD EXPENDITURE**

Name _____

INSTRUCTIONS—PLEASE READ AND FOLLOW

Be sure to sign as payee
Claim will not be allowed unless all information called for on reverse side of this voucher is shown in detail and receipted sub-vouchers are attached.

For traveling and incidental expenses incurred during the Month of _____ as shown in detail on reverse hereof.

	ESTIMATED	ACTUAL	BARS CODE
Meals	\$	\$	
Hotel Rooms	\$	\$	
Mileage	\$	\$	
Other Transportation	\$	\$	
Sundry Expenses	\$	\$	
Conference/Class Fees	\$	\$	

I, holding the position of _____ having herewith presented my itemized account for expenses for the period ending _____ amounting to the sum of \$ _____ dollars, do hereby certify under penalty of perjury: That the foregoing account is just and true as therein stated; that no payment has been received by me on account thereof; that no rebate of and character, kind or description has been made to me by any person or persons furnishing any of said transportation or subsistence; that the expenses charged were actually and necessarily incurred and paid by me in lawful money.

Subscribed this _____ day of _____ 20 _____ at Sammamish, Washington.

Employee _____

Supervisor _____

OF MONTH	BREAK	LUNCH	DINNER		ROOM	MILES	LOCATION	FOR TRIP
1								
2								
3								
4								
5								
6								
7								
8								
9								
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27								
28								
29								
30								
31								
TOTALS								

OTHER EXPENDITURES AS RECEIPTED MUST BE ATTACHED				RAIL, BOAT OR STAGE FARES PAID				
DAY	PAID TO	FOR	AMOUNT	DAY	FROM	TO	VIA	AMOUNT
TOTAL			\$	TOTAL				\$

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2001-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON
ESTABLISHING PURCHASING POLICIES THAT CONFORM TO
STATE LAW REQUIREMENTS FOR MONIES BUDGETED AND
SPENT IN ALL CITY OPERATIONS.**

WHEREAS, it is necessary to provide the City of Sammamish purchasing policies and procedures that comply with State law requirements; and

WHEREAS, the City Council desires to ensure that the City's system of purchasing conforms to the requirements imposed by State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, RESOLVES THE FOLLOWING:

SECTION 1: INTRODUCTION/INTENT

This document has been prepared to establish a uniform system of purchasing and spending with all policies and procedures in writing and available in one document. It is the intent of a uniform system to assist all departments in obtaining the maximum use of money budgeted and spent for procurement of goods and services, to aid in the budget and general financial control of all City operations and to enforce all federal, state and local regulations.

SECTION 2: GENERAL

It is the general policy of the City that all expenditures shall be rationally related to some public purpose and reasonable in the amount and nature. All expenditures/expenses must be pre-audited and certified by the City's Auditing Officer prior to submitting them to the City Council or its designated advisory group (Finance Committee). The City Council or its designated advisory group may review and certify account payable claims twice monthly, and perform a limited audit of payroll to ensure that all issued payroll checks have been accounted for in the payroll of a given month.

Normally no claims/payroll checks may be issued prior to review and approval of City Council or the Finance Committee. However, the City Council has authorized the City Manager to issue certain checks prior to the review and approval by the City Council if they deemed that a delay in payment would not be in the best interest of the City. These may include, but are not limited to:

1. When delay in payment may result in late charges or penalties;
2. Registration fees, etc., that require payment by a certain deadline;
3. Payments that must be made in advance, (County permit fees, etc.)

At the next regular meeting, the City Council or Finance Committee must review and approve those claims paid. If the City Council or its designated advisory group disapproves a claim that has already been paid, the City Manager or Finance Director must recognize the claim as a

receivable and pursue collection diligently until the amount is either collected or the City Council is satisfied and approves the claim.

SECTION 3: PURCHASING AUTHORITY

1. **Authorization/Forms:** All City purchases will require the preparation of a purchase order or a personnel expenditure reimbursement form that has been approved by the City Manager or Finance Director.
2. All purchases less than \$2,500 must be approved by a Department Director or his/her designee.
3. All purchases between \$2,500.00 and \$10,000.00 must be approved by the Department Director.
4. All purchases in excess of \$10,000.00 must be approved by the City Manager, unless an emergency situation exists.

The above approvals must be made by signature on a purchase order request form, a purchase order, or a personal expenses reimbursement form, as appropriate. (See Attached Forms).

5. **Budget Appropriations:** All departments are encouraged to stay within the line item appropriations, however, if it is necessary to exceed the appropriation in one line item, the Department Director must compensate by under-spending in another line item to ensure that the total fund expenditures do not exceed the total fund appropriation.
6. **Non-Budgeted Expenditures:** All non-budgeted capital outlay expenditures must be approved by the City Manager.
7. **Budget Amendments:** If an expenditure/expense shall cause a fund to exceed the total budgeted appropriation for the fund a budget amendment ordinance shall be prepared and submitted to the City Council for approval before expenditure is incurred. Council consensus to approve a future budget amendment that includes the cumulative affect of all of budget adjustment items for a specific period will also satisfy the authority to spend requirement.
8. **Multiple Year Budgets:** Multi-year and capital project budgets are defined as non-operating/special purpose budgets where appropriations do not lapse at year end and are approved for those funds authorized under State law. Such budgets will be authorized by the City Council and will not pass at calendar year end, but will continue until the purpose of the project or fund has been completed. Such budgets may be amended from time to time by the City Council, whether for an individual project, or for the total fund where projects do not exist within the account structure.

SECTION 4: PURCHASING PROCESS

1. **General Procedures:** Purchase orders may be issued by those City Departments authorized by the City Manager. When purchase orders are prepared by one department on behalf of another department, the requesting department shall provide the following

documents and information: A purchase order request form approved by the Finance Director and having authorization signatures denoted in Section 3.A of this resolution; vendor name and address; description of goods or services being purchased; estimated cost, account number to be charged, and balance of long-term project payments. One copy of all purchase orders prepared will be forwarded to the Finance Department for encumbrance, pending audit and payment. One copy will be retained by the requesting department and designated as a "receiving copy" that will contain the final purchase amount and a dated and authorized department signature that will be forwarded to the Finance Department. The Finance Department will merge the receiving copy, original invoices (or authorized substitute, as may be required by the City Manager or Finance Director), and purchase order on file, perform an accounts payable audit on the voucher package, and prepare checks following data entry into the City's accounting system.

2. **Petty Cash Funds:** The City shall have a working petty cash fund of \$400, a change fund of \$100, and a travel advance fund of \$1,500. The use of such funds shall conform to guidelines established under State Law as follows:
 - a. The City Council must approve all new petty cash funds or changes in the level of existing funds.
 - b. The City Council shall appoint the Finance Director or his/her designee as the petty cash custodian.
 - c. Working fund type petty cash funds are to be used to facilitate small purchases, not to exceed \$50.00 unless specifically authorized by the City Manager or his/her designee.
 - d. Petty cash shall be replenished, at a minimum, once monthly by check payable to the appropriate custodian and petty cash account.
 - e. Recording of petty cash accounts should be properly segregated from other cash accounts on the City's balance sheet statement.
 - f. The replenishing of petty cash should follow the same review and approval as processed invoices.
 - g. The petty cash fund may not be used for personal cash advances even if secured by check or other IOU's.

C. Competitive Bidding:

1. Procedures for public works contracts or purchases shall be governed by RCW 35A.40. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.23.352. No contract for construction of public works less than the threshold amount required for competitive bidding shall be awarded without approval of the City Manager, except in the event of emergencies. The department head, in requesting approval, shall submit evidence that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with the payment voucher. In accordance with the Revised Code of Washington such procedures may be waived in the event of an emergency.
2. Although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment unconnected with a public works project. The City

must use the competitive bid process for purchasing public works projects where the estimated cost of the project exceeds \$20,000 for a single craft or trade or \$35,000 for multiple crafts or trades.

3. **Small Works Roster**: In addition to the above procedures, the City may use a Small Works Roster and award contracts for \$100,000.00 or less, as provided in RCW 39.04.155. The City shall maintain a Small Works Roster comprised of qualified contractors who have requested to be on the roster.
 4. **Intergovernmental Purchases and Bidding**: RCW 39.34.030, a section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. Under this act, the City has entered into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid.
1. **Fixed Assets and Depreciation**: General fixed assets are to be defined and accounted for in compliance with generally acceptable accounting standards. Assets owned by proprietary funds are to be depreciated and accounted for in a like manner. The Finance Director will determine the minimum threshold cost of capital outlay expenditures that shall be recorded as fixed assets of the City. The currently recommended threshold shall be \$1,000 for both general fixed assets and proprietary assets. All fixed assets are valued at historical cost (or estimated cost, where historical cost is not known/or estimated market value for donated assets/or the lower of cost of fair market value when transferred between proprietary funds and the general fixed assets account group).

SECTION 5: EMPLOYEE EXPENSES

1. **General**: It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City. (Please refer to the City's Travel Policy).
2. **Travel Advance**: A revolving fund has been established and is to be used solely for employee travel advances, not direct payment to vendors. Money may be advanced to an employee who is going on travel status for related expense to be incurred out of his/her own pocket. Travel advance may not be used for personal loans, payment of airline tickets, pre-registration fees, reimbursement to employees for travel already incurred, etc. Travel advance shall be operated in compliance with generally accepted accounting procedures pursuant to RCW 42.24.120 as follows:
 - a. The advance travel amount must be established and maintained in accordance to procedures prescribed for petty cash (See Section 4, B).
 - b. Custodian will open checking account in a local bank in the name of the City in the name of "Advance Travel Expense Account" and allow the following transactions:
 - i. Amount establishing said fund or subsequently added;
 - ii. Refunds of any unexpended advances; and

iii. Amounts of reimbursement for travel expenses in the settlement of employee advances.

- c. Check register will be maintained recording all transaction of the account, including deposits, disbursements and bank service charges. Reconciliation with the bank statement shall be made once monthly.
- d. Requests for travel advances shall be reasonable estimates of the employee's travel requirements and contain the following: (See attached request form).
- e. Settlement of advances will be made on or before the 15th day following the close of the travel period as required by RCW 42.24.090.
- f. Any default in accounting for or repaying an advance shall render the full amount which is unpaid immediately due and payable with interest at the rate of 10% per annum from the date of default until repaid or approved in accordance with RCW 42.24.140. No further advance may be made to any employee at any time when he/she is delinquent in accounting for or repaying a prior advance.

3. **Credit Cards**: Credit cards may be issued to certain officers and employees for authorized travel expenses only in accordance with the City credit card policy. The person whom it has been issued is solely responsible for the use of the credit card. (Refer to the City of Sammamish Credit Card Policy).

4. **Authorized Expenses**: The City shall pay all reasonable costs that relate to employee travel. These include registration fees, room, board, tips (not to exceed 15% of meals) and mileage for the employee only. Non-allowable expenses include expenses of a spouse or other unauthorized person, personal entertainment, beauty/barber shop, personal postage/telephone, and other non-business related expenses unless specifically authorized by the City's travel and reimbursement policy. (Refer to the City of Sammamish Travel Policy).

Mileage: It is recommended that all City personnel use a City vehicle when traveling on official City business, unless a City vehicle is not available or it is determined by a Department Director that it is not in the best interest of the City due to the length of time such a vehicle shall be unavailable for other City use. (Refer to the City of Sammamish Travel Policy, Section 3.1).

5. **Employee Reimbursement**: Reimbursement procedures for out-of-pocket expenses will be through the normal claims process. (Refer to Section 4, A). The employee shall prepare a "personnel expense reimbursement" form (see attached), as may be established by the City Manager and Finance Director, attach required receipts, obtain approval signatures, and submit for claims payment. Where administrative policy allows petty cash to be used for small City business expense reimbursements (less than \$50.00), the applicable form should be prepared in like manner and submitted to the petty cash custodian. (See attached form).

SECTION 6: ADMINISTRATIVE PROCEDURES

The City Manager and Finance Director may establish procedures to facilitate administrative compliance with City purchasing related policies established herein, or to comply with other State mandated financial oriented policies.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF FEBRUARY 2001**

H. Troy Romero, Mayor

Attest:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 15, 2001

Passed by the City Council:

Resolution No.:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Resolution creating an Emergency Management Organization, authorizing the City Manager to appoint a Director of Emergency Management; and authorizing the Director to develop an Emergency Management Program

Meeting Date: February 21, 2001

Date Submitted: January 15, 2001

Originating Department: Public Safety

Action Required:

Adopt Resolution

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits:

a) Resolution

Committee:

Budgeted Amount:

Summary Statement:

The City Council created an Emergency Management Committee to make initial recommendations and initiate preparation of an interim Emergency Management and Disaster Response plan in fall, 1999. The committee will remain in place in an advisory capacity for future planning review needs, unless later action by City Council changes the committee. Currently, the chair of the committee advises the committee of the City Council as well as City Manager.

The proposed Director of Emergency Management will coordinate the Emergency Management Program with other standing committees working on other affected elements of the city comprehensive plan (utilities, transportation).

The resolution placed before the City Council tonight aligns the position of the Director of Emergency Management to report to directly to City Manager, who in turn reports to City Council. The City Manger will discuss staffing on budget at the City Council meeting.

Recommended Motion:

Approve Proposed Resolution under Agenda Bill 7. e. as written.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO.2001-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, CREATING AN EMERGENCY
MANAGEMENT ORGANIZATION; AUTHORIZING THE
CITY MANAGER TO APPOINT A DIRECTOR OF
EMERGENCY MANAGEMENT; AND AUTHORIZING
THE DIRECTOR TO DEVELOP AN EMERGENCY
MANAGEMENT PROGRAM**

WHEREAS, RCW Chapter 38.52 directs local governments to provide for emergency management within their jurisdictions; and

WHEREAS, the City Council of the City of Sammamish finds that development of an emergency management program based on the requirements set forth in RCW Chapter 38.52 is in the best interest of the citizens of the City of Sammamish;

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

Section 1. Emergency Management Organization Established. An Emergency Management Organization, as set forth in RCW Chapter 38.52, is hereby established for the City of Sammamish. The City Manager is hereby authorized to designate a Director of Emergency Management who shall be directly responsible for the organization, administration, and operation of the Emergency Management Organization. The Director is authorized to develop an emergency management program for the City of Sammamish. The City Manager is authorized to administratively adopt the program upon development, and to amend such program from time to time as necessary to comply with state and federal law and as necessary for effective emergency preparedness.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF FEBRUARY, 2001.**

CITY OF SAMMAMISH

Mayor Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 15, 2001

Passed by the City Council:

Resolution No.:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
228th Ave. Phase 1B & C Survey

Meeting Date: Feb. 21, 2001

Date Submitted: Feb. 05, 2001

Originating Department: Public Works

Action Required:
Authorize execution of contract

Clearances:
_____ Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning _____ Attorney

Exhibits:
Proposals from PACE, Exhibit "A" & "A1"

Committee:

Budgeted Amount:

Summary Statement:

Phase 1B: The City would like to proceed with additional detailed survey of the City Hall property and potential extension of SE 8th St. for design purposes.

Phase 1C: After going over the traffic situation at 228th/NE 8th (looking at the library driveway and other problems), the city would like to extend the Phase 1C project to NE 11th St and proceed with additional detailed road topo to NE 11th St.

It is requested that Council authorize execution of a contract with Penhallegon Associates Consulting Engineers to provide the necessary survey information. This firm is currently on the City's engineering consultant roster.

Recommended Motion:

Move to authorize the City Manager to execute a contract with Penhallegon Associates Consulting Engineers to complete survey per agreement in Exhibit "A" & "A1"

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: **Penhallegon Assoc. Consulting Engineers (PACE)**

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" & "A1" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A" & "A1"

A sum not to exceed \$ _____

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **April 31, 2001**, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or

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

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[List name, address, telephone number]

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney



engineering

Planning

Surveying

January 30, 2001

Mr. John A. Cowling
City of Sammamish
704 - 228th Ave. NE
P.M.B. 491
Sammamish, WA 98074

Subject: P#54.01 - Topographic/Boundary Survey of City Hall Property

Dear John,

I reviewed the request for additional survey works and based on our site walk yesterday, I propose the following:

Scope of Work

- Provide topographic/boundary survey over entire property set aside for future City of Sammamish City Hall including 60 feet north of the north line of said property. (Approx. 11.5 acres). Significant trees over 8" diameter will be located.
- Recover existing control and establish additional section monumentation as needed to establish boundary control.
- Provide all surveyed data on 24" x 36" sheets in Autocad R14 format at a scale suitable to the site. Contours will be in two foot intervals unless otherwise directed.

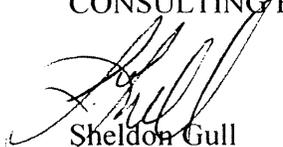
Estimated Fee \$8,541.00

Fees shall be based on a Time & Materials basis according to the attached 2001 Hourly Rate Schedule. These fees are to be considered *not to exceed* amounts unless unforeseen obstacles are encountered.

Thank you for the opportunity to submit this proposal. Please sign below and return one copy to our office if this proposal is acceptable to you. Receiving a signed copy will be our notice to proceed. Do not hesitate to call if you have any questions or comments regarding this proposal.

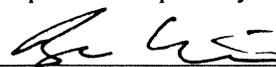
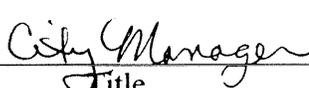
Sincerely,

PENHALLEGON ASSOCIATES
CONSULTING ENGINEERS, INC.



Sheldon Gull
Project Surveyor

Proposal accepted by:


Name Title Date



Engineering

Planning

Surveying

2001 HOURLY RATE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Expediter	\$ 27.50
2. Jr. Chain Person, Jr. Office Tech.	\$ 33.00
3. Chain Person, Office Tech.	\$ 38.00
4. Sr. Word Processor, Planning Tech., Jr. Instrument Person	\$ 45.00
5. Jr. CAD Drafter, Instrument Person, Sr. Office Tech.	\$ 50.00
6. Jr. Engineer, Designer I, Inspector, Jr. Planner, CAD Drafter I, Party Chief, Computer Tech.	\$ 56.00
7. Sr. Inspector, Planner, Engineer I, Designer II, Survey Tech I, CAD Drafter II	\$ 63.00
8. Engineer II, Sr. Party Chief, Survey Technician II, Sr. Designer, Sr. CAD Drafter	\$ 70.00
9. Sr. Engineer, Sr. Planner, Project Designer I, Project Surveyor, Sr. Computer Tech, Designer	\$ 78.00
10. Project Engineer, Project Planner, Sr. Project Surveyor, Project Designer II, Chief of Parties	\$ 85.00
11. Sr. Project Designer, Sr. Project Engineer, Sr. Project Planner, Survey Project Manager	\$ 92.00
12. Project Manager, Survey Manager, Principal Surveyor	\$ 100.00
13. Sr. Project Manager, Survey Director	\$ 109.00
14. Principal Engineer/Project Director	\$ 119.00
15. GPS with Operator	\$ 125.00
16. GPS Two Person Crew	\$ 173.00
17. Robotic Instrument with Operator	\$ 88.00
18. Robotic Instrument Two Person Crew	\$ 136.00

REIMBURSABLES

A. Within 30 Mile Radius *	No Charge
Beyond 30 Mile Radius	
Automobile	\$.35 per mile
* On job inspection mileage will be billed	\$.35 per mile
B. Special Equipment/Software	As negotiated or Cost + 10%
Special Software for Modeling/Analysis	\$10/hour
C. Blueprinting and Reproductions - In-house	Established In-house Rates
Blueprinting and Reproductions - Outside	Cost + 10%
D. Copies - In-house	\$.10/Copy
E. Maps, reports, materials and general supplies, cost of commercial transportation, permit fees, pass-thru bills and similar items necessary for work in progress	Charged at Cost + 10%
F. Per Diem for Out-Of-Town Work	Cost + 10%
G. Long Distance Phone Calls	Cost + 10%
H. Sub-Consultant	Cost + 10%
III. Expert Witness	Rate x 1.5

Note: All payment is due within 30 days from date of invoice. Interest at 1% per month will be added on all accounts older than 30 days.



Penhallegon Associates Consulting Engineers, Inc.

Engineering

Planning

Surveying

January 29, 2001

Mr. John A. Cowling
City of Sammamish
704 - 228th Ave. NE
P.M.B. 491
Sammamish, WA 98074

Subject: P#53.01 - Additional Topographic Survey on 228th Avenue NE

Dear John,

I reviewed the request for additional survey works and based on our site walk yesterday, I propose the following:

Scope of Work

- Continue topographic survey from 600 feet North of the intersection of Ingelwood Hill Road and 228th Ave. NE to the centerline intersection of NE 11th Place and 228th Ave NE. (Approx. 500 - 600 feet). Topographic survey shall conform to same standards as the main 228th Ave base mapping.
- Recover existing control and establish additional section monumentation as needed to establish boundary control.
- All field data shall be reduced and added to the existing 228th Avenue base mapping including x-sections and centerline profile.
- Provide preliminary Right-of-Way staking at approximate 100 foot stations along 228th Avenue NE from NE 8th Street to NE 11th Place (approx. 1,100 - 1,200 feet). Preliminary R/W shall be staked at 45.5 feet each side of existing centerline.

Estimated Fee \$4,900.00
Fees shall be based on a *Time & Materials* basis according to the attached 2001 Hourly Rate Schedule. These fees are to be considered *not to exceed* amounts unless unforeseen obstacles are encountered and without prior approval.

Thank you for the opportunity to submit this proposal. Please sign below and return one copy to our office if this proposal is acceptable to you. Receiving a signed copy will be our notice to proceed. Do not hesitate to call if you have any questions or comments regarding this proposal.

Sincerely,

PENHALLEGON ASSOCIATES
CONSULTING ENGINEERS, INC.



Sheldon Gull
Project Surveyor

Proposal accepted by:

Name

Title

Date

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:

Contract for Services with John Couch.

Meeting Date: February 21, 2001

Date Submitted: February 15, 2001

Originating Department: Parks/Recreation

Action Required:

Approve Contract

Clearances:

____ Administration ____ Police

____ Public Works ____ Fire

____ Building/Planning ____ Attorney

Exhibits:

Committee:

Budgeted Amount: \$5,000

Summary Statement:

Contractor to provide Initial Site Analysis on two designated properties for potential parkland acquisition. Analysis to follow the Acquisition Criteria established in the Comprehensive Parks and Recreation Plan. Analysis to include written report and presentation to the City Council.

Also, develop a Strategic Acquisition Plan for future parkland. This plan will provide initial analysis on properties within the city for their possible use as parkland. Plan to be based on the land acquisition and development objectives established in the Comp. Parks and Recreation Plan. Consultant to work directly with the Parks and Recreation Manager.

Recommended Motion:

Approve Professional Services Contract with John Couch.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: John Couch

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

 A sum not to exceed \$ _____

 Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending April 30, 2001, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

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

7. **Record Keeping and Reporting.**

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

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

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

9. **Termination.**

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

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

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

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

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

10. **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.

11. **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.

12. **Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

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

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

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

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

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

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

John Couch
2225 185th Place NE
Redmond WA 98052
Phone number: (425) 747-6206

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

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

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: John R. Couch

Title: PRESIDENT

Date: 2.5.01

Approved As To Form.

City Attorney

EXHIBIT A

Scope of Services to be provided by John Couch (Contractor)

- Provide Initial Site Analysis on two designated properties for potential parkland acquisition. Site Analysis to follow the Acquisition Criteria established in the Comprehensive Parks and Recreation Plan. Site Analysis on both properties to include a written report and presentation to the City Council.
- Develop a Strategic Acquisition Plan for future parkland. This plan will provide initial analysis on properties within the city for their possible use as parkland. Acquisition Plan to be based on the land acquisition and development objectives established in the Comp. Parks and Recreation Plan.

Consultant to work directly with the Parks and Recreation Manager.

COMPENSATION: The City shall pay the Contractor for services rendered the sum of \$65/hour, not to exceed \$5,000.

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: 532-40-2885

Print Name: John R. Couch

Title: PRESIDENT

Business Name: Quality of Life Promotions

Business Address: 2225 185th PL NE Redmond, WA 98052

Business Phone: 425-747-6206

2-5-01
Date

John R. Couch
Authorized Signature (Required)

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Contract Amendment with Landerman-Moore & Assoc. for additions to Comprehensive Parks, Recreation and Open Space Plan.

Meeting Date: February 21, 2001

Date Submitted: February 15, 2001

Originating Department: Parks/Recreation

Action Required:

Approve Contract

Clearances:

_____ **Administration** _____ **Police**

_____ **Public Works** _____ **Fire**

_____ **Building/Planning** _____ **Attorney**

Exhibits: : a) **Amendment to Contract**
 b) **Original Contract**

Committee:

Budgeted Amount: \$2,200

Summary Statement:

An amendment to the contract with the consultant working in the city's first Park Plan is needed. The Parks, Recreation and Open Space Plan has been expanded from the original scope of work to include several open space elements and objectives that have come about during the plan process. The additional changes and expanded work by the Consultant are an additional \$2,200.

Recommended Motion:

Approve Contract Amendment to Professional Services Agreement with Landerman-Moore and Associates.

DATE: February 13, 2001

TO: Jeff Watling, Parks/ Recreation Director
CITY OF SAMMAMISH

FROM: Norm Landerman-Moore
LANDERMAN-MOORE ASSOCIATES

RE: Contract Amendment No. 1

MEMORANDUM

We have reviewed the changes and additions described in your e-mail dated February 13, 2001 and assessed the associated costs to complete the insertions, language changes and descriptions in the Parks & Recreation Comprehensive Plan, which you received on February 8, 2001.

Additional service time and reproduction costs are outlined as follows:

Service Hours:	Principal	5 Hrs. @ \$90/hr.	\$ 450.00
	Graphics	4 Hrs. @ \$40/hr.	\$ 160.00
	Word Processing	28 Hrs. @ \$30/hr.	\$ 840.00
		Sub Total	\$ 1,450.00
Expenses:	Reproduction	25 copies @ \$25/pre copy	\$ 625.00
	Assembly & Miscellaneous Expense		\$ 100.00
	Communication		\$ 25.00
		Sub Total	\$ 750.00
	Total		\$ 2,200.00

This Amendment must be approved by the City of Sammamish prior to proceeding with the additional work requested.

Regards,
Norman J. Landerman-Moore

NJLM/mc

CONTRACT FOR SERVICES
City of Sammamish and Landerman-Moore Associates

This Agreement is entered into by and between the City of Sammamish, Washington, a noncharter optional municipal code city, hereinafter referred to as "the City," and Landerman-Moore Associates, hereinafter referred to as "the Consultant," whose principal office is located at PO Box 6, Anacortes, Washington 98221.

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.
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. 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 July 5, 2000, and ending March 31, 2000, 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.
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 Agreement. 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 shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Consultant, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Consultant shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

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 the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. 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 Agreement 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:

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

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

Landerman-Moore Associates
PO Box 6
Anacortes, Washington 98221
Phone number: 360-299-3731

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.

CITY OF SAMMAMISH, WASHINGTON

[CONSULTANT]

By: 

By: _____

Title: City Manager

Title: _____

Date: 07/06/00

Date: _____

Attest/Authenticated:


Melonie Anderson, ~~Interim~~ City Clerk

Approved As To Form:


Bruce Disend, City Attorney

Exhibit A

Parks & Recreation Comprehensive Plan

CITY OF SAMMAMISH
WASHINGTON

By

LANDERMAN-MOORE ASSOCIATES
ROBERT W. DROLL, LANDSCAPE ARCHITECT, P.S.

June 28, 2000

Approach/ Methodology

Our approach is based upon the request for services and successful implementation of recreation elements, park and recreation master plans and related assignments. **LMA** and **RWD** specialized in the field of park and recreation planning and design services with over 50 years experience in the field. **LMA**, with the assistance of **RWD**, will guide the project, develop its direction, conduct the work program, and provide liaison on a continuing basis throughout the assignment.

Our approach is organized into a work program incorporating four basic planning functions:

1. Strategic coordination with the Department's management, recreation user groups, citizens and integration of their views and preferences into the planning process.
2. Systematic demand analysis and formation of a statement of needs, group critiques, and refinement to articulate recreation development objectives (level of service) and issues early in the planning process.
3. Public participation, through highly organized synergy workshops and interviews, that generates understanding and consensus of program and facilities needs, preferences and priorities.
4. Use of graphics, statistical data and comparative analysis to communicate key components designed to establish the consensus and plan approval of the community as well as decision makers.

Scope of Services & Work Activities Overview

City of Sammamish has requested the preparation of a Parks/Facility Planning design with the following objectives:

1. Inventory and assess suitability of existing public recreation facilities.
2. Forecast parkland and facility demand and needs with level of service definition.
3. Estimate capital improvement costs and identify maintenance and operations procedures and related costs.
4. Describe the master development plan in terms of park classification, size, options, facilities and service areas.
5. Define funding options and implementation program with actions necessary to implement the master plan.
6. Assess public ordinances to determine preferred methods of financing.

Incorporating each of the objectives described in the request for proposal into major elements of work, and under the guidance of the Department, we propose there be three (3) successive and integrated elements of service:

Element 1:

An assessment of existing parks and recreational resources. Research data and organize planning procedures for preparation of a database, demand analysis and Statement of Needs with a defined level of service policy.

- Conduct a systematic analysis of public recreation facilities, identifying deficiencies and opportunities. This information will be organized to establish specific improvements that enhance usage and levels of service.
- Evaluate the resident population, by age group, population growth and recreation interest by age group profile.

- Evaluate recreation participation rates in terms of recreation/ user categories.
- Conduct a recreation demand analysis using workshops, interviews and controlled data gathering and analysis procedures.
- Draft a statement of needs and define the appropriate level of service standard for City parks.

Element 2:

Parks classification system, standards and improvement procedures for new parks.

- Criteria for classification and standards of parks and recreation facilities to serve the recreational needs of resident populations will be prepared. The criteria will reflect a City park system that establishes a high quality level of service standard, in terms of balancing physical quality, utility, economy, and use efficiency.
- Define recreation service areas with the City in a manner that will assure access to parks and recreation resources by neighborhood, community or area populations.
- Provide an overall park and recreation facilities plan which reflects priorities assigned to facilities on the basis of needs and park classifications.

Element 3:

Conduct an evaluation of costs, revenues and funding methods to implement parkland acquisition, facility improvements, and maintenance/operations. Define funding programs and financing alternatives that qualify for the parks capital improvement program (CIP).

- Identify capital outlay objectives including enhancement of existing parks, and development of new parks and recreation facilities.
- Prepare an overview of an Operations & Maintenance (O & M) program, identifying relevant maintenance procedures, costs and operations support requirements. Evaluate and describe administrative and O & M staffing requirements and departmental organization structure.
- Within the public participation process, identify and recommend funding options for parks and recreation development. The analysis will consider public/ private partnerships and alternative funding methods, local ordinance development and statutory funding sources through State and Federal programs.

- Prepare cost projection for future park land acquisition and facilities development based on build-out objectives.
- Define priorities, phasing, and implementation strategies to achieve the objectives of the plan.

As work progresses through these elements, and benchmarks are achieved, four (4) meetings will be conducted with the Department to review progress and status of planning activities. The Consultant will address issues, findings and opportunities that become apparent in furtherance of the Department's objectives.

The following describes tasks related to each of the elements outlined above.

Element 1

Assessment of Existing Conditions

Task 1. Project Definition & Organization

Conduct a project organization conference with departmental staff to:

- Determine final scope, intent and parameters of the project.
- Develop liaison and coordination procedures, and identify data retrieval requirements where City assistance is required.
- Establish public participation program and user groups representation in the planning process.
- Establish concurrence on work program and calendar of work activities.

Task 2. Research & Fact Finding:

- A. Research demographics and population data. Review existing demographic, related to population age groups, growth and housing. The following information will be sought:
 - Demographic data which profiles population and growth within the City.
 - Recreation participation estimated for general population and by recreation category.
 - Recreation program services including league or individual sports, classes, seniors, cultural, music, arts and special event program.
- B. Document current public recreation services provided to resident populations. Identify other entities that may be considered interlocal partners or entities who provide recreation services.

- C. Review existing budgets and funding programs that sustain public recreation services, capital improvement programs in progress and operations and maintenance procedures.
- D. Review existing Department organization, staffing, current level of service and Department's relationship with other City departments.

Task 3. Inventory of Existing Recreation Facilities:

- A. Visit, inventory, and evaluate the functional suitability of existing City parks and public schools; document status of nearby County and State parks and greenways in the area.
- B. Visit any proposed park sites; evaluate current plans for parkland acquisition, park sites and new facilities.
- C. Inventory and evaluate existing facilities within the City limits. The inventory shall consist of site and documents review, preparation of written and/ or graphic inventory of existing park facilities describing existing amenities, their apparent serviceability, and proposed site improvements under current planning or adopted under Capital Improvement Programs.
- D. Conduct Department Meeting and Workshop No. 1

Task 4. Recreation User Group & Service Areas Analysis:

- A. Develop recreation user group profile and evaluate the types of recreation programs most suitable to the community.
 - Evaluate probable frequency of use of recreational resources by recreation category.
 - Conduct a public and user group workshop designed to generate recreation user information.
- B. Evaluate and review potential service areas for new parks and recreational facilities.
 - Conduct analysis to establish recreation service areas within the City.
 - Based on City data provided in ARC View format, assess suitability of land for recreation purposes.
 - Prepare map at the appropriate scale locating proposed recreation service areas.

- Describe parks units and recreation facilities to be developed on the basis of perceived needs and preliminary demand data.
- C. Assess functionality of school facilities and other facilities conducive to recreation on an interlocal agreement basis.
- D. Review, research and fact finding. Conduct a Departmental meeting to assess completeness of inventory and facilities/program assessment activity.

Task 5. Needs Analysis

A. Demand Assessment:

- Conduct and tabulate a questionnaire of known user groups to profile needs and demand. The questionnaire will be facilitated by LMA in cooperation with the Department at the user group workshop.
- Facilitate a series of three (3) citizen and user group workshops to establish specific needs, user preferences and issues relevant to recreation development.
- Conduct one-on-one interviews with at a maximum of 15 key leaders in the community.
- Develop a projection of recreation demand for park land, facilities and services by recreation categories.
- Prepare a Statement of Needs which articulates parkland and recreation services.
- Establish level of service standard in terms of acres per 1,000 population based on demographics and apparent recreation demands.
- Prepare a parks classification system based on user criteria, demand analysis and recreation planning standards.
- Describe parks and recreation program needs in terms of the current demand and projections for a six (6) year period and a twelve (12) year period.
- Conduct workshop to review, evaluate and provide a “reality check” on findings and to clarify issues related to Parks and Recreation NEEDS ANALYSIS.

Element 2

Classifications/ Standards & Improvements

Tasks in this element focus on defining standards and preparing conceptual facilities/ site plans for parks and recreation. While criteria and classifications will have been applied during the needs assessment, this element defines facilities development and operations/ maintenance objectives.

Task 1. Plan & Concepts for Parks:

- A. This task will assess standards and utilize needs data for parks and recreational facilities and will:
 - Articulate park classification and development standards to recreation development objectives establishing the number of park units, acreage and facilities listing.
 - Project total demand for land, parks and recreational facilities within the City based on current, six (6) year and twelve (12) year time increments.

- B. Conceptual park improvement graphics will be prepared and include:
 - Prepare conceptual improvement plans for existing parks.
 - Conceptual park graphic models identifying facilities and general site improvements for each park classification.
 - Preparation of specific park site, if required and identified by City, and conduct evaluation and selection criteria for parkland acquisition.

- C. Conduct Department meeting to review park site/ facility improvement concepts and plans and site selection criteria.

Task 2. Prioritize Park & Recreation Development Objectives

- A. This task provides an overview of park development and service area definitions and established priorities. Specific data and descriptions will include:
 - Service Area Descriptions
 - Acreage Requirements
 - Park Classifications and Park Units

- B. Identify park land acquisition and development program:
 - Graphic illustration of recreation service areas development requirements.
 - Narrative of the park development requirements within each service area based on needs and populations served.
 - Table and graphic representations of service areas with appropriate park classifications, acreage and facilities descriptions.

Task 3. Organization, Management & Maintenance

- A. Review organizational structure needs for future Parks and Recreation services, maintenance and operations and make recommendations of the following:
 - Organization structure lines of responsibility
 - Staffing requirements and categories of employee services
 - Maintenance program and levels of service

- B. Discuss analysis with Department and others involved in policy procedures where organization and services are a consideration.
 - Describe organization structure
 - Describe staffing
 - Describe maintenance program
 - Describe operational requirements
 - Describe preliminary O & M requirements

Element 3

Costs, Funding, Implementation

The tasks outlined in this element of work will proceed during the entire planning process; however, will be addressed after the basic elements of the Park/Facility have been organized and there is sufficient definition to focus on costs, funding and implementation.

Task 1. Evaluation of Revenue Sources & Expense Categories

- A. Conduct an assessment of tax-based revenue sources and fees utilized or otherwise available to the Department through existing statutes.
 - Local, State & Federal Funding
 - User Fees
 - Bond Financing
 - Grants
 - Other Sources

- B. Evaluate Capital & Operating Cost Centers.
 - Administrative
 - Operations
 - Maintenance
 - Capital Improvements

- C. Prepare projections of Capital Development and O & M Costs based on year 2000 dollar values and levels of service projected for current needs, year six and year twelve.
 - Parkland Acquisition Cost Projections
 - Capital Improvement Cost Projections
 - O& M Cost Projections

Task 2. Organize Development Priorities/ Phase

- A. Describe park and recreation development priorities formulated on the basis of service area, type or classification of park and capital improvements. Prepare a draft Capital Improvement Program (CIP) tied to a six (6)-year time frame.
- B. Describe long-term improvement priorities and methods for achieving park and recreation development objectives beyond the initial CIP.

Task 3. Funding Methods & Programs

- A. Compare funding programs to development objectives and conduct evaluations of the appropriate state and local programs for funding Parks and Recreational facilities, programs and services.
- B. During initial public participation workshop, assess community attitudes for funding. Several options and funding innovations will be discussed including public/ private partnerships.
- C. Describe functional requirements of funding programs, including the following revenue sources:
 - User fees
 - Concession contracts
 - Growth impact fees
 - Sponsorships
 - Special Assessment Districts
 - Revenue bonds
 - Public/ private partnerships
 - Special Events revenue
 - Other sources or methods
- D. Evaluate funding options in terms of their respective probability of being used or implemented and the extent to which they will generate new fund sources.

Task 4. Policy Recommendations

- A. Draft policy language in a manner consistent and beneficial with the Department's organizational structure, service objectives and implementation of a Parks and Recreation Development program.

- B. Identify any local ordinance or legislative actions that may be needed to implement the Parks and recreation Master Plan.
- C. Review funding programs and implementation procedures with the Department.

Upon completion of the Work Program, **LMA** will assemble the Draft Parks & Recreation Master Plan and review the plan with the Parks Board and Department, incorporating additions or changes into the Final Draft. The Final Draft will be submitted to the City of acceptance and/ or adoption. **LMA** will participate in the draft and final documents review process.

Term of Service/ Schedule

The services herein proposed, inclusive of research, analysis, planning, reviews and acceptance of the final draft of all Elements of the City of Sammamish by the Department will be performed within 8 calendar months from the date of authorization to proceed. Each element of work will be completed in succession except for overlap in certain planning activities.

Element 1:	6 weeks
Element 2:	8 weeks
Element 3:	6 weeks
Close-out Activities:	3 weeks *

Projected Time Frame: 20-26 weeks

* *The calendar days time allotted may be extended due to public meeting schedules and public notice requirements for final draft reviews.*

Tentative Meetings & Workshop Schedule

1. Project Organizational Meeting 1
2. Public Participation Workshops 3
3. Departmental Workshops 2
4. Departmental Meetings 4
5. General Public Workshop 1
6. Final Draft Review Meetings 1

Information & Support Provided by the City of Sammamish, Parks/ Facility Planning

The following documents, maps, data and incidental materials and support services will be required to appropriately executed these assignments. This proposal is based upon the City of Sammamish supplying this information in the form and time period requested.

- Current park and recreation budget and funding programs, sources and general fund allocation for 2000 and 2001.
- Current park and recreation staffing and organization including full-time and part-time or seasonal employees and volunteer support services.
- Current recreation programs and services for one full operating year including all classes, sports programs, special events and other recreation services.
- User data including identified recreation user groups, name registrations, titles, schedules of park use.
- City of Sammamish Parks/Facility Planning, land use element, spheres of influence and annexation plans.
- GIS land data provided in ARC View format.
- Historic profile of the City Sammamish Parks/Facility Planning
- Listing of schools and school enrollment for Sammamish.
- Maps of the City and physical descriptions of existing parks, schools, trails and open space areas within the City in hard copy and AutoCad format.
- List or description of private recreation resources or service provider within the City.
- Base maps of City and of any public (city, county or state) recreation resources for which maps have been prepared.
- Participation in user groups workshops (2 staff).

Fee Proposal

The following services fees are proposed on the basis of required level of service, hourly rates and projected expenses. The total fee proposed is a not-to-exceed fee amount. Any request for services beyond those described herein shall be compensated on the basis Exhibit 'B', Standard Hourly Rates & Billing Policy, in such amount as determined by mutual agreement.

Expenses projected for this assignment are to be reimbursed on the basis of actual expense incurred. All direct expenses are reimbursed on a cost plus 15% basis.

Professional Services Time:

<u>Elements</u>	<u>LMA</u>	<u>RWD</u>	<u>Total</u>
Element 1	\$ 7,000	\$ 6,000	\$13,000
Element 2	\$12,500	\$ 7,000	\$19,500
Element 3	\$ 9,000	\$ 3,000	\$12,000
<hr/>			
Services Fee:	\$28,500	\$16,000	\$44,500

Reimbursable Expenses:

Communication	\$ 800	
Reproduction	\$ 1,500	
Travel	\$ 1,200	
Misc. Expense	\$ 300	
<hr/>		
Sub Total:		\$ 3,800
<hr/>		
Total Fee Amount:		\$ 48,300

NOTE: This fee proposal is valid for sixty (60) days from date of submittal.

Exhibit B

Standard Hourly Rates & Billing Policy

LANDERMAN-MOORE ASSOCIATES

Effective January 2000

The following rates are for services performed on the basis of time and expense, or as provided within a specific agreement or contract for professional.

HOURLY RATES:

Principal	90.00/ hour
Associate	55.00/ hour
Research Assistant/ Graphics	40.00/ hour
Technical/ Word Processing/ Computer	30.00/ hour

REIMBURSABLE EXPENSES:

Vehicle Mileage	32¢ / mile *
Travel: Air & Ground Transport	At Actual Cost
Lodging/ Meals	At Actual Cost
Communications	At Actual Cost
Reproduction	At Actual Cost plus 12%

* *Portal-to-Portal miles applied.*

Unless otherwise provided in services agreements, hourly rates are applied for those services required within and/ or outside the office and for the purpose of field research, travel, meetings and duties relevant to an assignment requested or authorized by the client or performance of services under contract.

Invoices transmitted to clients are due and payable upon receipt unless there is an agreed payment schedule which states the terms and schedule of payment of services.

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Easement for Sewer Lines with Access Road with
Sammamish Plateau Water & Sewer District

Action Required:
Grant Easement

Exhibits:
Easement Agreement

Meeting Date: February 21, 2001

Date Submitted: February 14, 2001

Originating Department:

Clearances:

_____ **Administration** _____ **Police**

_____ **Public Works** _____ **Fire**

_____ **Building/Planning** _____ **Attorney**

Committee:

Budgeted Amount: N/A

Summary Statement:

Sammamish Plateau Water & Sewer District is requesting a permanent easement for sewer lines, and an access road in Tract D; Trossachs Division 7. They are also requesting permanent easement for ingress and egress over the portion of property described in Exhibit D.

Recommended Motion:

Grant easement for sewer lines and access road.

Recording Requested By And
When Recorded Mail To:

Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
Sammamish, Washington 98075

DOCUMENT TITLE: *EASEMENT FOR SEWER LINES WITH ACCESS ROAD*
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*
GRANTOR(S): City of Sammamish
ADDITIONAL GRANTORS ON PAGE OF DOCUMENT
GRANTEE(S): *SAMMAMISH PLATEAU WATER & SEWER DISTRICT*
ADDITIONAL GRANTEES ON PAGE OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION: Tract D; Trossachs Div. 7, Vol. 187, pgs. 67-69
ASSESSOR'S TAX / PARCEL NUMBER(S):

EASEMENT FOR SEWER LINES WITH ACCESS ROAD

The undersigned, City of Sammamish ("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Sammamish Plateau Water and Sewer District, a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent Easement for Sewer Lines including sewer lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property"), such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress for said purposes.
2. Access Easement. Grantor also hereby dedicates, conveys and grants to Grantee a permanent non-exclusive access easement for ingress and egress over the portion of the Real Property as legally described on *Exhibit "D"* attached hereto ("Access Easement") and as depicted on *Exhibit "E"* attached hereto.

3. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Sewer Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.

4. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Sewer Lines.

5. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

6. Recording. Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington.

DATED this _____ day of _____, _____.

GRANTOR(S)

By _____

By _____

 (Print or type name(s))

Its _____

(Print or type position held)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes
mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged
it as the _____ of _____,
to be the free and voluntary act of such entity, for the uses and purposes mentioned in the
instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

EXHIBIT A
Property Legal Description

Tract D; Trossachs Division 7; according to the plat thereof, recorded in Volume 187 of Plats, pages 67 through 79, Records of King County, Washington.

EXHIBIT B

October 13, 2000

**LEGAL DESCRIPTION
FOR
TROSSACHS DIVISION 8**

**SANITARY SEWER EASEMENT NO. 3
AT TROSSACHS DIVISION 8**

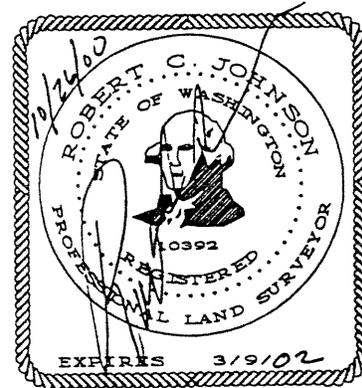
That portion of Tract D, Trossachs Division 7, according to the plat thereof, recorded in Volume 187 of Plats, pages 67 through 79, Records of King County, Washington, lying within a strip of land 15.00 feet in width, 7.50 feet on each side of the following described centerline:

Beginning at the Southeast corner of said Tract D;

Thence N 01°46'05" E along the East line thereof a distance of 15.00 feet to the True Point of Beginning of the herein described centerline;

Thence N 88°13'36" W a distance of 118.66 feet;

Thence S 04°35'06" W a distance of 15.02 feet to a point on the South line of said Tract D, distant thereon 119.40 feet Westerly of the Southeast corner thereof and the terminus of said centerline.



Prepared by:

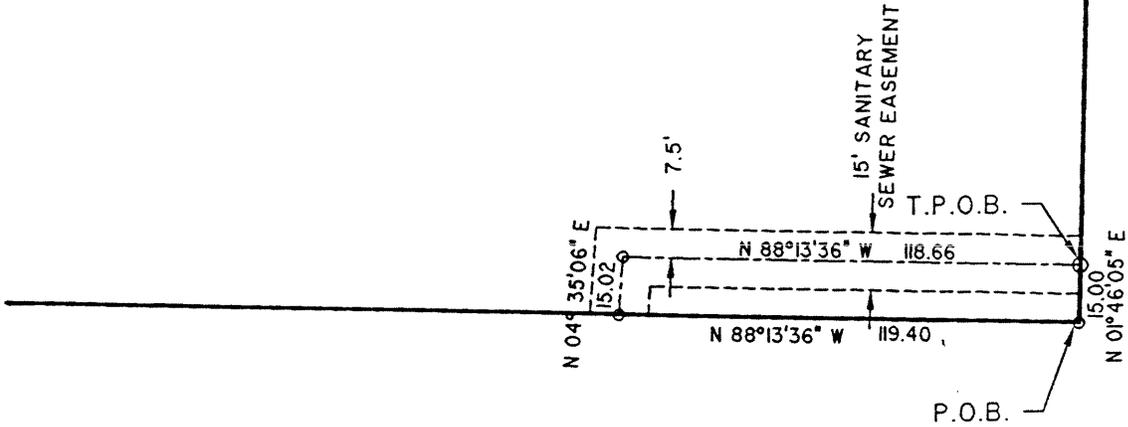
Checked by:



Hugh G. Goldsmith
& Associates, Inc.

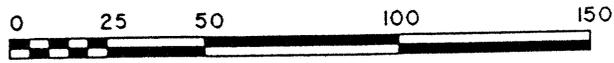
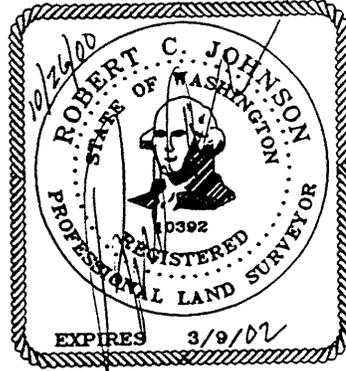
EXHIBIT C 1/2

TRACT "D"
The Trossachs Div. 7
Volume 187, Pages 67-79



Tract "CC"
Div. 7

Tract "E"
Div. 7



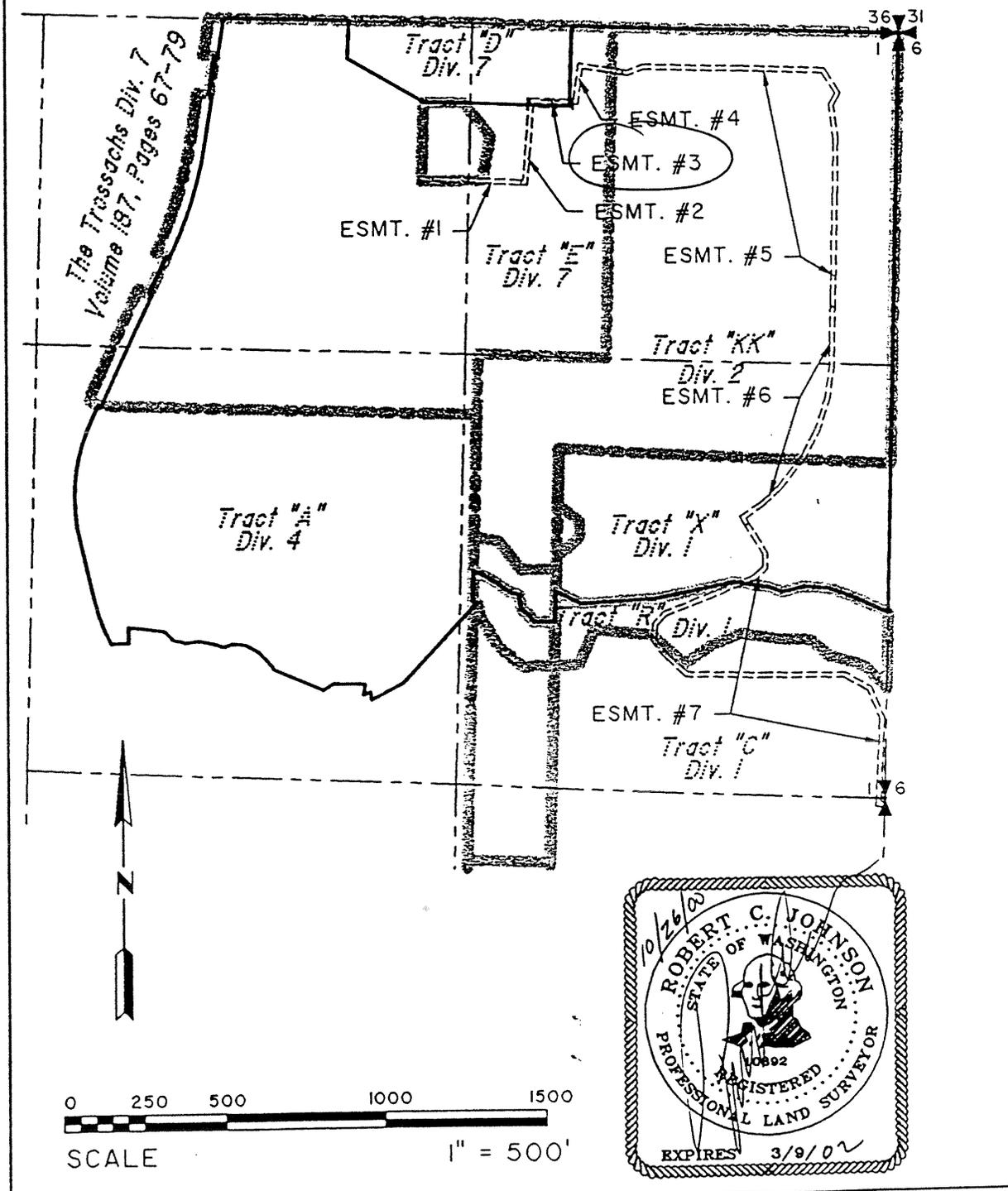
SCALE

1" = 50'



 Hugh G. Goldsmith & Associates, Inc. Consulting Engineers - Surveyors - Planners P.O. Box 3565 TEL: (425) 482-1080 Bellevue, WA 98009 FAX: (425) 462-7719			THE TROSSACHS GROUP JOB NO: 99520	
SCALE: 1" = 50' APR: BJ BY: KJT			PROPOSED SANITARY SEWER EASEMENT #3 4/8	
PSSF: 96500P DATE: 10/25/00				
DWG:M:\ACAD\SURVEY\96\96500\96500X37.dwg			KING COUNTY WASHINGTON 96500X37.dwg KJUSTE 10/26/00 10:27	

EXHIBIT C 2/2



 Hugh G. Goldsmith & Associates, Inc. Consulting Engineers - Surveyors - Planners P.O. Box 3565 TEL: (425) 482-1080 Bellevue, WA 98009 FAX: (425) 482-7719	THE TROSSACHS GROUP		JOB NO: 99520
	PROPOSED SANITARY SEWER EASEMENTS		1/8
SCALE: 1" = 500'	APR: BJ	BY: KJT	
PSSF: 96500P	DATE: 10/25/00	KING COUNTY	WASHINGTON
DWG: M:\ACAD\SURVEY\96\96500\96500X37.dwg 96500X37.dwg KJUSTE 10/26/00 10:27			

EXHIBIT D
Property Legal Description

Tract D; Trossachs Division 7; according to the plat thereof, recorded in Volume 187 of Plats, pages 67 through 79, Records of King County, Washington.

EXHIBIT E

36 31
1 6

Tract D
Div. 7

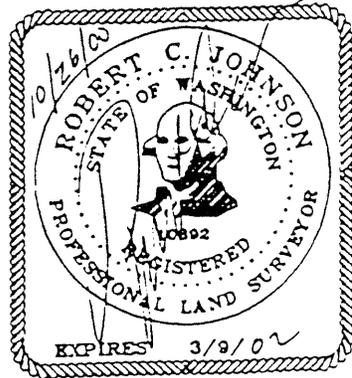
ESMT. EXHIBIT D

ESMT. EXHIBIT B



SCALE

1" = 500'



Hugh G. Goldsmith & Associates, Inc.
Consulting Engineers - Surveyors - Planners
P.O. Box 3565 TEL: (425) 462-1080
Bellevue, WA 98009 FAX: (425) 462-7719

THE TROSSACHS GROUP

JOB NO: 99520

SEWER EASEMENTS

SCALE: 1" = 500' APR: BJ BY: KJT
PSSF: 96500P DATE: 10/25/00

KING COUNTY WASHINGTON

DWG:M:\ACAD\SURVEY\96\96500\96500X37.dwg; 96500X37.dwg KJUSTE 10/26/00 10:27

