

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
March 7, 2001**

Wednesday, March 7, 2001, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<u>CALL TO ORDER</u>	7:30 pm
<u>ROLL CALL/PLEDGE</u>	
<u>INTRODUCTIONS OF SPECIAL GUESTS/PRESENTATIONS</u>	7:35 pm
a) Proclamation: Absolutely Incredible Kid Day/Camp Fire Boys & Girls	
b) Presentation: Cascadia Community College/Jack Bautsch	
1. Approval of Agenda	7:40 pm
2. Executive Session – If necessary	
3. Mayor/Council/Committee Reports	7:45 pm
4. Public Comment (For members of the public to speak to the Council regarding items <u>NOT</u> on the agenda. Please limit remarks to three minute. Additional comments will be permitted before each ordinance is voted on)	7:55 pm
5. Consent Calendar	8:05 pm
a) Claims for period ending March 7, 2001 in the amount of \$281,314.92	
b) Payroll for pay period/pay date March 5, 2001 totaling \$95,901.48	
c) Minutes for February 21, 2001 Regular Meeting	
6. Public Hearing	8:10 pm
a. Draft Park, Recreation and Open Space Plan	

- | | | |
|----|--|---------|
| 7. | Unfinished Business | |
| | a) A Resolution of the City of Sammamish, Washington, to form Lake Management District No. 1 in the Beaver Lake watershed and calling for a vote by affected property owners on the formation of the management district | 8:30 pm |
| 8. | New Business | |
| | a. Request for Reconsideration for Hardship Exception to Land Use Moratorium/22510 NE 2nd Street (Steadman) | 8:40 pm |
| | b. Hardship Exception to Land Use Moratorium/ Plateau Church | 8:45 pm |
| | c. Ordinance: an ordinance of the City of Sammamish, Washington, declaring an emergency due to damage caused by the February 28, 2001 earthquake and ratifying the declaration of emergency issued by City Manager on February 28, 2001 | 8:55 pm |
| | d. Ordinance: First Reading of ordinance adopting the draft Parks, Recreation and Open Space Comprehensive Plan | 9:00 pm |
| | e. Resolution: Final Plat Columbia @ Sammamish Highlands (formerly Cedar Park) | 9:10 pm |
| | f. Memo: Comprehensive Plan Development Process/funding for Consultant Services | 9:15 pm |
| | g. Contract: Tennis Court Resurfacing/ | 9:25 pm |
| | h. Contract: Design/Site Work for Playground Restoration/Droll & Associates | 9:35 pm |
| | i) Contract: Comprehensive Plan Development Process/Funding for Consultant Services | 9:40 pm |
| 9. | ADJOURN | 9:50 pm |

CITY COUNCIL ROLL CALL

DATE: March 7, 2001

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

cc: Council
CM
CD
PW
File

Received at Meeting
March 7, 2001
Public Comment
M. Anderson

Wednesday, March 07, 2001

Statement to the Sammamish City Council:

My name is Acar Z. Bill, and I live at 1640 West Beaver Lake Drive S.E. For the last five years we have ^{been} involved with our neighbors in a process of hearings, appeals and public meetings about the Norris Estates application. Many specific concerns and objections have been raised and recorded in a voluminous file. Among these two are of major importance and planting a few trees here and building a sidewalk there simply cannot mitigate them. And these two are: 1. Additional traffic that 226 homes will generate and 2. The probable damage to the water quality of Beaver Lake.

Now the Council has an important part to play in this conflict: On one hand the applicant wants to build 226 homes for 226 families. On the other hand the building of these homes may deteriorate the quality of life for an entire neighborhood and deny the use of a wonderful recreational area to the 35,000 citizens of Sammamish.

The Council should provide real leadership and deny this application in its present form. Thank you for you attention.

Acar Z. Bill

Wednesday, March 07, 2007

Statement to the Sammamish City Council

My name is Acaz S. Bill, and I live at 1840 West Beaver Lake Drive SE. For the last 7 years we have involved with our neighbors in a process of hearings, appeals and public meetings about the Morris Estates application. Many specific concerns and objections have been raised and recorded in a voluminous file. Among these two are of major importance and planting a few trees here and building a sidewalk there simply cannot mitigate them. And these two are: Additional traffic that 228 homes will generate and 2. The probable damage to the water quality of Beaver Lake.

Now the Council has an important part to play in this conflict. On one hand the applicant wants to build 228 homes for 228 families. On the other hand the building of these homes may deteriorate the quality of life for an entire neighborhood and deny the use of a wonderful recreational area to the 35,000 citizens of Sammamish.

The Council should provide real leadership and deny this application in its present form. Thank you for your attention.

Acaz S. Bill

Received at Meeting
March 7, 2001
Public Comment
M. Anderson

INTERROGATORY NO. 15: As alleged in paragraph 4.4 of plaintiffs' amended complaint, the development of the School District property as well as other property has increased the water flow onto plaintiffs' property causing damage thereto by flooding it, polluting it and rendering it unwholesome. With respect to these allegations, please state in total dollar amounts of damage sustained by the plaintiffs to date as follows:

ATTACHMENT TO INTERROGATORY No. 15

Before development, Mystic Lake was a natural, pristine fen which received waters from precipitation that had infiltrated through the forest covering into the relatively porous sandy soils beneath and then moved as subsurface water to the lake where it appeared as springs erupting through the peat. These waters were clear and as transparent as glass. This input raised the level of the fen slowly and steadily without the sudden flow-in which now occurs. This gave time for the various plants and wildlife to adjust to the new levels.

With the advent of the developments, storm waters were gathered together and then transported overland, picking up heavy loads of contaminants and unnatural nutrients. This unnatural rise of contaminated water overwhelmed nesting areas and submerged and destroyed some natural vegetation. In the summer of 1990, the heavy loads of contaminants prompted the first algae bloom we ever witnessed on the lake; it was covered with a white slime and the algae died when the unnatural nutrients were consumed and sank to the bottom, smothering other plants and the moss. The whole lake stank of rotting vegetation. Its color and clarity has never recovered and the bird population has greatly diminished. See Reports listed in answer to Interrogatory 19.

It is indeed "polluted" and "unwholesome".

INTERROGATORY NO. 12: With respect to your answer to Interrogatories 7, 8, 9, 10 and 11 of plaintiffs' first cause of action, please state the total amount in dollars of damage sustained by plaintiffs to date by reason of:

See Answer to Interrogatory 11. At no time have we placed a dollar value on the aesthetic value of Mystic Lake. We have never made any economic use of Mystic Lake. Instead, it was highly prized for its aesthetic value as a wildlife and bird sanctuary. For decades Mystic Lake has been a safe refuge, feeding and breeding area for wild ducks, Canadian geese and other waterfowl and for deer, bear and other animals. This is our front yard and it is not for sale.

These are parts of the deposition taken from E.R Wallace & Nellie Wallace
In 1994 by the Lake Washington School District.

Received at Regular Meeting
March 7, 2001
Public Comment

Public comment

March 7, 2001

Bente Pasko, 22109 NE 21st Way, Samm.

M. Anderson

There has been a lot of discussion recently about crime, safety and the ELST. Despite numerous studies that have concluded rail-trails do not generate crime, concerns persist. The research that has been conducted, along the anecdotal evidence, suggests that converting an abandoned rail corridor to a trail actually tends to reduce crime by cleaning up the landscape and attracting people who use the trail for recreation and transportation.

A study of the B-G in Seattle relied on interviews with local police and residents adjacent to the 12 mile urban rail-trail. The study found that incidents of vandalism and burglary did not increase as a result of the trail. To the contrary, the rate of vandalism and break-ins to adjacent property was well below the neighborhood average. ~~X~~ Police said that they did not anticipate crime being a problem as long as motor vehicle use on the trail was prohibited, citing the separation of a criminal from his/her escape vehicle (i.e. car) as being a primary deterrent. ~~X~~

Encouraging use helps ensure trail safety. By generating lawful activities, parks and trails are actually one of the safest places to be, many more times safer than walking along the side of the street.

This document includes letters attesting to the safety of rail-trails from 40 police chiefs. To quote Chief of Police Riggs of Louisville:

"I was concerned for the safety of citizens due, in part, to the remote area that was traversed by the line. I strongly encouraged the placement of emergency call boxes along the walkway. The call boxes were never installed. I am very pleased to report that crime incidents along the walkway are almost non-existent."

End quote

Quoting from Chief of Police Linsky of Bloomington, on the Constitution Trail which runs through residential areas:

"This trail is not visible from city streets for over half of the layout, and much of it cannot be patrolled by an officer using conventional methods. However, we do periodically put our Bike Patrol officers on Constitution Trail. This is done primarily as a public relations maneuver, because there is very little crime created on or near the trail due to its construction.

Our citizens use this trail 24 hours a day and have met with very little crime on this trail. When the trail was first constructed, the administration of this department had a concern the trail would invite crime and would add to the crime rate of this city. However, in fact, it has had no impact on the crime rate."

End quote

Every form of human activity involves risk. The question is whether the risks are acceptable in light of the rewards. Our society rationalizes away or accepts 40,000 deaths each year from motor vehicles because it believes the rewards are acceptable. Although

7500 incidents of violent crime on college campuses were reported for the '91-'92 academic year, including 1,000 rapes, most people believe the rewards of college are worth the risk of occasional criminal behavior. Once established, trails have proven to be as safe as the surrounding community through which they pass. The rewards of recreation and nonmotorized transportation they provide far outweigh the risks.

I have quoted liberally from the Rails-Trails and Safe Communities report. I have made copies for each of you.

Thank you for your time.

cc: Council
CM
CD
PW
File

March 7, 2001

Received at Reg. Meeting
Public Comment
March 7, 2001
M. Anderson

To: Sammamish City Council

Re: Norris Estates

We have owned the Beaver Lake property since 1961 and have witnessed the many changes taking place on the Plateau over the years. None has been greater than what has taken place the past couple of years. We worked for incorporation in order to get away from the county policies, hoping to improve our situation, to maintain the quality of life which this area provided.

Beaver Lake is one of the valuable resources of our city. To have a dense development as proposed for Norris Estates so close to the Lake seems grossly inappropriate. A look at the map of this area in black and white shows how dark it is compared to other developments due to its density.

From a practical standpoint, the effect of the traffic generated from this development plus Laurelwood on S.E. 24th will be considerable. Cars also use this street from SE 32nd and if a through street from the North is built, jams can be expected. Furthermore with no sidewalks for pedestrians and joggers, accidents can easily happen.

I hope the Council will seriously consider the deleterious effects of this development before giving final approval.

Kazuko Bill

Kazuko Bill

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.*

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

MARCH 21, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
	Regular Meeting			

MARCH 28, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
	Special Meeting/Study Session			
	Contract Award Bid 228 th Avenue NE		Public Works	

3/2/01

APRIL 4, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Regular Meeting

ITEM	COMMITTEE DATE	LIAISON	TIME

APRIL 11, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

ITEM	COMMITTEE DATE	LIAISON	TIME

APRIL 18, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Regular Meeting

ITEM	COMMITTEE DATE	LIAISON	TIME
Surface Water Comprehensive Plan		Public Works	

APRIL 25, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

ITEM	COMMITTEE DATE	LIAISON	TIME

T

MAY 2, 2001 **ITEM**

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

Regular Meeting

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 9, 2001 **ITEM**

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

Study Session

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 16, 2001 **ITEM**

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

Regular Meeting

ITEM	COMMITTEE DATE	LIAISON	TIME

MAY 23, 2001 **ITEM**

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

Study Session

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 Moratorium Extension		Community Development	
	Storm Water Comprehensive Plan	9/20	Public Works	

APRIL 2001

City Hall Meeting Schedule

Updated: 03/07/01

SUN

MON

TUE

WED

THU

FRI

SAT

1

2

3

4

5

6

7

5:30 pm
Public Works Com-
mittee

7:00 pm
Planning Advisory
Board
(at City Hall)

7:30 pm
Regular Council
Meeting
(all at City Hall)

8

9

10

11

12

13

14

7:30 pm
Council Study
Session
(at City Hall)

15

16

17

18

19

20

21

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

5:00 pm
Finance Committee

6:30 pm
Com. Dev. Comm.

7:30 pm
Regular Council Meeting
(all at City Hall)

5:00 pm
Planning Advisory
Board
(Land Use Subcommit-
tee)
(at City Hall)

22

23

24

25

26

27

28

5:30 pm
Public Works Comm.

7:30 pm
Council Study Ses-
sion
(all at City Hall)

29

30

31

1

2

3

4

5

6

7



CITY HALL LOCATION:
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

Meeting dates are subject to change.

MARCH 2001

Meeting Schedule

Updated: 03/07/01

SUN MON TUE WED THU FRI SAT



4	5	6	7	8	9	10
				7:00 pm Planning Advisory Board (at City Hall)		
			5:30 pm Public Works Committee			
			7:30 pm Regular Council Meeting (at City Hall)			
11	12	13	14	15	16	17
			7:30 pm Council Study Session-Cancelled	7:00 pm Planning Advisory Board (Land Use Subcommittee) (at City Hall)		
			5:30 pm Suburban Cities Dinner (at Plateau G & CC)			
18	19	20	21	22	23	24
	6:30 pm Park & Rec Commission (at City Hall)		5:00 pm Finance Committee 6:30 pm Com. Dev. Comm. 7:30 pm Regular Council Meeting Cancelled	10 am-4 pm Amedson Short Plat Hearing (Fire Station #82)		
25	26	27	28	29	30	31
			5:30 pm Public Works Comm. 7:30 pm Special Meeting (at City Hall)	7:00 pm Family Summit (at Eastlake H.S.)	8 am-4 pm Open House K.C Dist 12 Rep David Irons (City Hall)	10 am-3 pm Open House K.C Dist 12 Rep David Irons (City Hall)

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.



Absolutely Incredible Kid Day Proclamation

WHEREAS, Camp Fire Boys and Girls, the national organization, will sponsor Absolutely Incredible Kid Day on March 15, 2001; and

WHEREAS, Camp Fire Boys and Girls has issued a call to action, asking every adult in America to write a letter to a child or children on March 15, 2001; and

WHEREAS, Camp Fire Boys and Girls has established the goal that every child receive a letter on March 15, 2001; and

WHEREAS, Central Puget Sound Council of Camp Fire Boys and Girls in the State of Washington teaches boys and girls self-reliance, good citizenship and leadership; and

WHEREAS, through contemporary programs and by speaking out on issues affecting youth and their families, Camp Fire Boys and Girls helps youth cope with their changing world; and

WHEREAS, in Camp Fire the choices and opportunities are inclusive to boys and girls; and

WHEREAS, Camp Fire Boys and Girls is commended for the valuable programs offered to young people in the City of Sammamish and throughout the nation, and for the many services these young people perform for their communities through Camp Fire;

NOW, THEREFORE, I, the mayor of the City of Sammamish, do hereby officially proclaim March 15, 2001, to be

Absolutely Incredible Kid Day

in the City of Sammamish and declare the children of Sammamish as absolutely incredible kids this 7th day of March in the year two thousand.

Mayor, City of Sammamish

Check: 3282	02/21/2001		
Vendor: SULTAN	Sultan Police Department	<u>Amount</u>	<u>Invoice No</u>
		75.00	
	Total for Check Number 3282:	----- 75.00	
	Total for Accounts Payable Check Run:	----- 75.00	(1)

75.00
25.00
350.00
280,864.92

281,314.92

Check: 3215	02/14/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		25.00	
	Total for Check Number 3215:	----- 25.00	
	Total for Accounts Payable Check Run:	----- 25.00	(1)

Check: 3283	02/23/2001		
Vendor: GFOA	Govt Finance Officers Assoc	<u>Amount</u>	<u>Invoice No</u>
		350.00	

	Total for Check Number 3283:	350.00	

	Total for Accounts Payable Check Run:	350.00	(1)

Check: 3294	03/07/2001		
Vendor: AICP	Am Inst of Certified Planners	<u>Amount</u>	<u>Invoice No</u>
		250.00	

	Total for Check Number 3294:	250.00	

Check: 3295	03/07/2001		
Vendor: APWA	American Public Works Assoc	<u>Amount</u>	<u>Invoice No</u>
		110.00	

	Total for Check Number 3295:	110.00	

Check: 3296	03/07/2001		
Vendor: ARROW	Arrow Graphics	<u>Amount</u>	<u>Invoice No</u>
		162.90	5610
		162.90	5613

	Total for Check Number 3296:	325.80	

Check: 3297	03/07/2001		
Vendor: BOFACC	Bank Of America Credit Card	<u>Amount</u>	<u>Invoice No</u>
		29.58	
		50.57	
		19.41	
		20.23	
		19.10	
		37.75	
		318.43	
		318.44	
		353.27	
		353.27	
		25.08	
		25.08	
		32.48	
		32.48	
		15.17	
		15.18	
		16.86	
		33.30	
		33.30	
		220.53	
		220.53	
		25.00	
		25.00	
		115.34	

	Total for Check Number 3297:	2,355.38	

Check: 3298	03/07/2001		
Vendor: BELTREE	Bellevue Tree & Yard Care	<u>Amount</u>	<u>Invoice No</u>
		176.47	32455
		176.48	32455

	Total for Check Number 3298:		352.95
Check: 3299	03/07/2001		
Vendor: BLUM	Blumenthal Uniforms & Equip	<u>Amount</u>	<u>Invoice No</u>
		199.66	170937

	Total for Check Number 3299:		199.66
Check: 3300	03/07/2001		
Vendor: BMC	BMC Lumber	<u>Amount</u>	<u>Invoice No</u>
		356.02	2312466

	Total for Check Number 3300:		356.02
Check: 3301	03/07/2001		
Vendor: BOGDAN	Bogdan's Janitorial	<u>Amount</u>	<u>Invoice No</u>
		827.00	22801SAM

	Total for Check Number 3301:		827.00
Check: 3302	03/07/2001		
Vendor: CBOTHA	Celeste Botha	<u>Amount</u>	<u>Invoice No</u>
		142.64	2109-1
		223.65	2102-1
		147.80	2108-1
		574.85	2107-1
		98.06	2105-1
		147.92	2106-1
		147.92	2104-1
		350.00	2101-1

	Total for Check Number 3302:		1,832.84
Check: 3303	03/07/2001		
Vendor: CAPITAL	Capital Enterprise & Eng Corp	<u>Amount</u>	<u>Invoice No</u>
		77.82	109017
		77.83	109017
		59.90	109005
		59.90	109005

	Total for Check Number 3303:		275.45
Check: 3304	03/07/2001		
Vendor: CONSUP	Cascade Contractors Supply	<u>Amount</u>	<u>Invoice No</u>
		-313.85	444911
		140.63	876320
		140.64	876320
		35.27	875726
		35.27	875726
		35.89	875726
		35.89	875726

	Total for Check Number 3304:		109.74
Check: 3305	03/07/2001		
Vendor: CH2MHI	CH2MHill	<u>Amount</u>	<u>Invoice No</u>
		3,707.09	3254539

		4,324.95	3254539
		4,324.95	3254539

	Total for Check Number 3305:	12,356.99	
Check: 3306	03/07/2001		
Vendor: CHAFFEY	Chaffey Corp	<u>Amount</u>	<u>Invoice No</u>
		216.00	

	Total for Check Number 3306:	216.00	
Check: 3307	03/07/2001		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		366.25	31346292
		37.49	31346290
		169.18	31346280
		44.06	31371000
		187.27	31349830
		102.50	31423750
		66.37	31291770
		1,098.84	31315200
		34.07	31154442
		45.36	31315320
		52.92	31315320
		52.93	31315320

	Total for Check Number 3307:	2,257.24	
Check: 3308	03/07/2001		
Vendor: CWA	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>
		9,982.29	01-110
		3,134.62	01-129
		6,481.38	01-127
		5,107.70	01-121

	Total for Check Number 3308:	24,705.99	
Check: 3309	03/07/2001		
Vendor: DELL	Dell Marketing L.P.	<u>Amount</u>	<u>Invoice No</u>
		1,970.00	519175673

	Total for Check Number 3309:	1,970.00	
Check: 3310	03/07/2001		
Vendor: EARTH	Earth Tech, Inc.	<u>Amount</u>	<u>Invoice No</u>
		6,990.98	42228-156540

	Total for Check Number 3310:	6,990.98	
Check: 3311	03/07/2001		
Vendor: ENR	Engineering News-Record	<u>Amount</u>	<u>Invoice No</u>
		74.00	

	Total for Check Number 3311:	74.00	
Check: 3312	03/07/2001		
Vendor: FORD	Ford Graphics, Inc.	<u>Amount</u>	<u>Invoice No</u>
		5.40	1216647

		6.31	1216647
		6.31	1216647

	Total for Check Number 3312:	18.02	
Check: 3313	03/07/2001		
Vendor: GENUITY	Genuity Solutions, Inc.	<u>Amount</u>	<u>Invoice No</u>
		126.50	23770162

	Total for Check Number 3313:	126.50	
Check: 3314	03/07/2001		
Vendor: GFOA	Govt Finance Officers Assoc	<u>Amount</u>	<u>Invoice No</u>
		50.00	0071969S

	Total for Check Number 3314:	50.00	
Check: 3315	03/07/2001		
Vendor: GTEERS	GTE Electronic Repair Services	<u>Amount</u>	<u>Invoice No</u>
		139.56	0372230

	Total for Check Number 3315:	139.56	
Check: 3316	03/07/2001		
Vendor: KENYON	Kenyon Dornay Marshall PLLC	<u>Amount</u>	<u>Invoice No</u>
		8,062.97	1903
		5,266.50	1904
		9,270.57	1905
		1,022.60	1906

	Total for Check Number 3316:	23,622.64	
Check: 3317	03/07/2001		
Vendor: KINGDD	King County DDES	<u>Amount</u>	<u>Invoice No</u>
		455.40	102120586
		2,673.00	102120379
		531.30	102120586
		531.30	102120586

	Total for Check Number 3317:	4,191.00	
Check: 3318	03/07/2001		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		55,331.29	1011138
		2,868.46	1007067
		4,194.11	1015913
		36,045.90	1011139
		7,800.81	1011140
		4,854.38	1011141

	Total for Check Number 3318:	111,094.95	
Check: 3319	03/07/2001		
Vendor: KINGPARK	King County Park System	<u>Amount</u>	<u>Invoice No</u>
		730.71	

	Total for Check Number 3319:	730.71	

Check: 3320	03/07/2001		
Vendor: KUKER	Kuker-Ranken, Inc	<u>Amount</u>	<u>Invoice No</u>
		81.75	234414-001
		95.38	234414-001
		95.39	234414-001

	Total for Check Number 3320:	272.52	
Check: 3321	03/07/2001		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		2,200.00	

	Total for Check Number 3321:	2,200.00	
Check: 3322	03/07/2001		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		390.94	975022192000
		369.21	1188955010010
		66.73	975039243000
		19.54	975027704000
		22.80	975027704000
		22.80	975027704000
		45.57	975021317000

	Total for Check Number 3322:	937.59	
Check: 3323	03/07/2001		
Vendor: PACE	Pace Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		1,562.50	16163
		1,968.50	16165
		1,610.00	16164

	Total for Check Number 3323:	5,141.00	
Check: 3324	03/07/2001		
Vendor: PERC	Prof Environmental Rec Cons	<u>Amount</u>	<u>Invoice No</u>
		400.00	020/01

	Total for Check Number 3324:	400.00	
Check: 3325	03/07/2001		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		1,083.36	

	Total for Check Number 3325:	1,083.36	
Check: 3326	03/07/2001		
Vendor: QUALITY	Quality Inn	<u>Amount</u>	<u>Invoice No</u>
		44.36	

	Total for Check Number 3326:	44.36	
Check: 3327	03/07/2001		
Vendor: QWEST	QWEST	<u>Amount</u>	<u>Invoice No</u>
		208.18	
		208.19	

	Total for Check Number 3327:	416.37	
Check: 3328	03/07/2001		
Vendor: SAFFRON	Saffron	<u>Amount</u>	<u>Invoice No</u>
		1,000.00	
	Total for Check Number 3328:	-----	
		1,000.00	
Check: 3329	03/07/2001		
Vendor: COOT	The Coot Company	<u>Amount</u>	<u>Invoice No</u>
		1,882.60	SAMMJA01
	Total for Check Number 3329:	-----	
		1,882.60	
Check: 3330	03/07/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		20.40	330-0072789
		19.67	330-0072789
		19.67	330-0072789
		20.40	330-0073563
		19.67	330-0073563
		19.67	330-0073563
	Total for Check Number 3330:	-----	
		119.48	
Check: 3331	03/07/2001		
Vendor: VERIZON	Verizon Wireless	<u>Amount</u>	<u>Invoice No</u>
		28.81	
		177.51	
	Total for Check Number 3331:	-----	
		206.32	
Check: 3332	03/07/2001		
Vendor: WAPOL	Wa Assoc Sherriffs & Pol Chief	<u>Amount</u>	<u>Invoice No</u>
		245.00	
	Total for Check Number 3332:	-----	
		245.00	
Check: 3333	03/07/2001		
Vendor: WAAUDIT	Wa State Auditor's Office	<u>Amount</u>	<u>Invoice No</u>
		142.20	L35274
	Total for Check Number 3333:	-----	
		142.20	
Check: 3334	03/07/2001		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		2,756.25	WR01-98
		3,654.00	WR01-84
		272.55	WR01-106
	Total for Check Number 3334:	-----	
		6,682.80	
Check: 3335	03/07/2001		
Vendor: KINGWAT	King County Finance Water & Land Division	<u>Amount</u>	<u>Invoice No</u>
		60,223.90	SAMILA#7
	Total for Check Number 3335:	-----	
		60,223.90	

Check: 3336
Vendor: WILSON

03/07/2001
Michael Wilson

Amount
4,328.00

Invoice No

Total for Check Number 3336:

4,328.00

Total for Accounts Payable Check Run:

280,864.92

(1)

**City of Sammamish
City Council Minutes
Study Session
Regular Meeting
February 21, 2001**

Mayor Troy Romero opened the study session of the Sammamish City Council 6:30 pm.

The topic of the study session was the presentation of the Draft Parks, Recreation and Open Space Plan. Parks Manager Jeff Watling gave an overview of the plan and explained the public process followed to obtain public response for creation and content of the of the plan. Council requested a public hearing which will be held at the March 7, 2001 Regular Meeting of the City Council. Complete draft copies of the plan are available for viewing at the Sammamish Public Library and City Hall. Please contact the City Clerk for more information.

Study session was closed at 8:30 pm.

Mayor Troy Romero called the regular meeting of the Sammamish City Council to order at 8:40 pm.

Councilmembers present: Mayor Troy Romero, Deputy Mayor Ken Kilroy, Councilmembers Don Gerend and Kathleen Huckabay.

Councilmembers absent: Councilmembers Jack Barry, Phil Dyer and Ron Haworth.

MOTION: Councilmember Kilroy moved to excuse Councilmembers Barry, Dyer and Haworth. Motion passed unanimously 4-0.

Staff present: City Manager Ben Yazici, Director of Public Works, John Cunningham, City Engineer Dick Thiel, Director of Community Development Ray Gilmore, Police Chief Richard Baranzini, Fire Administrator John K. Murphy, Interim Finance Director Jesse Baloca, Parks Manager Jeff Watling, City Attorney Bruce Disend and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Kilroy let the pledge.

1. Approval of Agenda

MOTION: Councilmember Kilroy moved to delete the Executive Session from the agenda. Councilmember Gerend seconded. Motion to accept agenda as amended passed unanimously 4-0.

MOTION: Councilmember Kilroy moved to replace Item #2 with Item # 7e on the agenda. Councilmember Huckabay seconded. Motion to accept agenda as amended passed unanimously 4-0.

2. 7e **Resolution: Emergency Preparedness Program**

Police Chief Richard Baranzini explained the process for the preparation of the emergency preparedness program. In October of 1999 Council adopted an ordinance forming a citizen advisory committee to develop the Emergency Program. This resolution provides the legal foundation for having a plan and any other actions that would be necessary in the future. He then presented members of the advisory committee with a certificate of appreciation. The members of the committee are: Jan Bromberg, Mary Doerrer, Di Irons, Lynda Roberts, Ron Kruml, Jonathan Key, Amy-Beth Firestone, Deputy Chief Jon Fallstrom.

MOTION: Councilmember Huckabay moved to accept the resolution forming an emergency preparedness program. Councilmember Kilroy seconded. Motion passed unanimously 4-0 (R2001-63)

3. **Council Committee Reports**

- Finance Committee (Councilmember Huckabay): The committee will now be meeting on the third Wednesday of each month. Public Works Committee will be meeting on the first Wednesday. Forums regarding ESA issues are becoming active again.
- Public Safety Committee (Councilmember Kilroy): No Report
- Public Works (Councilmember Gerend): The committee addressed citizen concerns regarding concrete trucks and late night street sweeping. 244th Street construction is going along well. 228th Avenue SE Phase 1a is making progress and should be completed by July. 228th Avenue SE Phase 1b is in the planning stage with all involved agencies and should be completed by late October. 228th Avenue Phase 1c is being surveyed and right-of-way acquisition will begin when phase 1b is complete. This part of the project should be complete by summer of 2002. The committee will be studying alternative to concrete sidewalks. A study will be done to consider the viability of a roundabout at Inglewood Hill Road SE and 214th Street SE. That location is currently being considered for a signal.
- Community Development Committee (Councilmember Dyer): No Report
- Mayor's Report: Requested Councilmembers to consider nominations for the Seattle PI Jefferson Award for outstanding volunteers. Topics to be discussed at the upcoming Council Retreat will include a new City Hall and processes for Council committees. The City will sponsor the Suburban Cities Association monthly meeting at the Sammamish Plateau Golf and Country Club on March 14, 2001.
- Councilmember Huckabay announced a vacancy on the Parks and Recreation Commission and recommended there be a process established for recruitment of committee members.

4. Public Comment

Steve Stevlingson, 24938 Fall City Road, Redmond, Requested Council schedule a study session to discuss the issues of water certificate extensions. He also explained there is a strong possibility of a water shortage this summer.

Chris McClure, 24810 SE 14th, Commended the Parks, Recreation and Open Space Plan. She encouraged the City to act responsibly in the formation of trails. Private land owners should be properly compensated for any of their land used for trails and she hopes the City will maintain the trails.

Tom Harman, 2302 W Beaver Lake Drive, Recommended a joint meeting with Council and Water District Board concerning various water-related issues. He also reported on the Beaver Lake Triathlon and encouraged other organizations to get involved with it.

5. Consent Calendar

- 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**

MOTION: Councilmember Gerend moved to approve the Consent Calendar. Councilmember Kilroy seconded. Motion passed unanimously 4-0.

6. Unfinished Business

- a) **Resolution: Call for the Vote on Forming Beaver Lake Management District**

City Manager Ben Yazici asked Council to postpone this item to the next regular meeting to allow staff to do more research.

MOTION: Councilmember Kilroy moved to table this item to the next regular meeting. Councilmember Gerend seconded. Motion passed unanimously 4-0.

7. New Business

- a) **Hardship Exception to Land Use Moratorium/22510 NE 2nd Street (Steadman)**

Community Development Director Ray Gilmore gave the staff report. This request is for a four-lot short plat. Their request is based on the expiration of water certificates. Councilmember Huckabay expressed concern that this exception is based solely on the expiration of water certificates.

MOTION: Councilmember Kilroy moved to grant the hardship exception to the building moratorium for the Steadmans. Councilmember Gerend seconded. Motion failed 3-1 with Councilmember Huckabay dissenting.

b) Hardship Exception to Land Use Moratorium/21624 NE 14th Place (Charlston)

Mr. Gilmore gave the staff report. This request is for a two-lot short plat. The request is based on a medical hardship.

MOTION: Councilmember Huckabay moved to grant the exception. Councilmember Gerend seconded. Motion passed unanimously 4-0.

c) Ordinance: Prohibiting excavations in city streets within five years of paving

City Engineer Dick Thiel gave the staff report. The reason for this ordinance is to preserve new street paving after it has been laid by preventing utility companies, franchise owners etc. from digging up the street for at least five years. There is an appeal process but the hope is this ordinance will encourage pre-planning on the part of utility companies.

MOTION: Councilmember Huckabay moved to approve an ordinance prohibiting the excavation of city streets within five years of paving. Councilmember Gerend seconded. Motion passed unanimously 4-0. (O2001-78)

d) Ordinance/Resolutions: City Finance Policies

Interim Finance Director Jesse Baloca gave the staff report. These policies are intended to provide compliance with state guidelines and to provide detailed processing guidelines for Travel, Credit Card Use and Purchasing. Currently the City does not have adequate policies in place.

MOTION: Councilmember Dyer moved to approve 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. Councilmember Huckabay seconded. Motion passed unanimously 4-0. (O2001-79)

MOTION: Councilmember Kilroy moved to approve a resolution of the City of Sammamish, Washington establishing travel policies that conform to state law requirements for employee travel and reimbursement. Councilmember Huckabay seconded. Motion passed unanimously 4-0 (R2001-64)

MOTION: Councilmember Huckabay moved to approve 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. Councilmember Gerend seconded. Motion passed unanimously 4-0. (R2001-65)

f) Contract: Modification of contract with PACE Engineering for Survey of City Owned Property

MOTION: Councilmember Gerend moved to authorize the City Manager to sign a contract amendment with Pace Engineering for additional survey work on the City-owned property on 228th Avenue SE and to extend the survey farther north along 228th Avenue NE. Councilmember Huckabay seconded. Motion passed unanimously 4-0.

g) Contract: Site Analysis for potential park properties by John Couch

Mr. Watling gave the staff report. Site analysis will be performed on two different sites for potential park properties and assistance will be provided in development of a strategic park acquisition plan.

MOTION: Councilmember Kilroy moved to authorize the City Manager to sign a contract with John Couch to perform site analysis on potential park properties and provide assistance in development of a strategic park acquisition plan. Councilmember Huckabay seconded. Motion passed unanimously 4-0.

h) Contract Amendment: Landerman-Moore & Assoc. for Parks & Recreation Comprehensive Plan additional elements

Mr. Watling gave the staff report. This is a contract amendment to provide for additional elements that have been added into the Parks, Recreation and Open Space Draft Plan.

MOTION: Councilmember Huckabay moved to authorize the City Manager to sign the contract amendment with Landerman-Moore. Councilmember Gerend seconded. Motion passed unanimously 4-0.

i) Easement: For sewer and access road at Trossachs Division 1 subdivision for Sammamish Plateau Water & Sewer District

Mr. Thiel gave the staff report. The request is from the sewer district for access and easements. It is routine and will provide sewer services to parts of the Trossach Subdivision.

MOTION: Councilmember Huckabay moved to grant the access and easements to the Sammamish Plateau Water & Sewer District. Councilmember Gerend seconded. Motion passed unanimously 4-0.

8. Adjournment – Mayor Romero adjourned the meeting at 9:50 pm.

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Request to except a four (4) lot short plat from the City's Development Permit Moratorium by Robert Steadman

Meeting Date: March 7, 2001

Date Submitted: March 2, 2000

Originating Department: Community Development

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

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is a resubmittal 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 original request is attached as Attachment A for the Council's review. The applicant will be available at the time of the meeting to provide further details regarding the request.

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.



DUNCANSON

Company, Inc.

February 12, 2001

DCI 00693

RECEIVED BY

FEB 13 2001

CITY OF SAMMAMISH

City of Sammamish
City Council
c/o Mr. David Sawyer, PE
704 228th Avenue NE PMB 491
Sammamish, WA 98029

Subject: Steadman Short Plat
Waiver to Moratorium

Dear Council Members:

On behalf of Robert Steadman, the property owner, we respectfully request a waiver to the moratorium imposed upon the filing of applications for land development permits, in this case, a preliminary short subdivision application. Duncanson Company is the civil engineering and surveying firm working on this project for Mr. Steadman.

The primary hardship is the loss of water availability shares obtained by lottery after three efforts beginning in June of 1999. The shares granted May 3, 2000 usually expire after 6 months. An extension was granted by the Sammamish Plateau Water and Sewer District. Further extensions are not permitted and the shares will be lost if a notice of complete application is not issued before May 2, 2001.

These shares have been obtained with much time and expense. While the effort is difficult to quantify at this point, the water and sewer fees alone have come to \$4,000. These fees will be forfeited and Mr. Steadman will be required to begin the process again, if the short plat application is not accepted.

The proposed project consists of short platting a large lot (3.45 Ac.) with one existing house into 4 residential lots (see the enclosed plan). Unfortunately, Mr. Steadman is faced with an impending expiration of his water availability.

14212 Ambaum Boulevard SW · Suite 301 · Seattle, Washington 98166
Phone 206.244.4141 · Fax 206.244.4441 · Web www.duncansonco.com

ATTACHMENT A

Robert Steadman Hardship Exception Request – Page 1 of 5

REVEYING

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

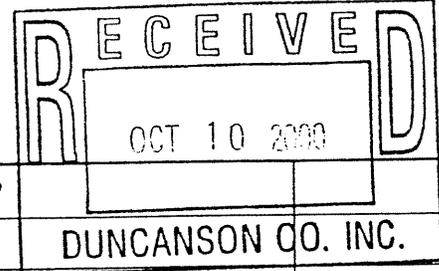
12391

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

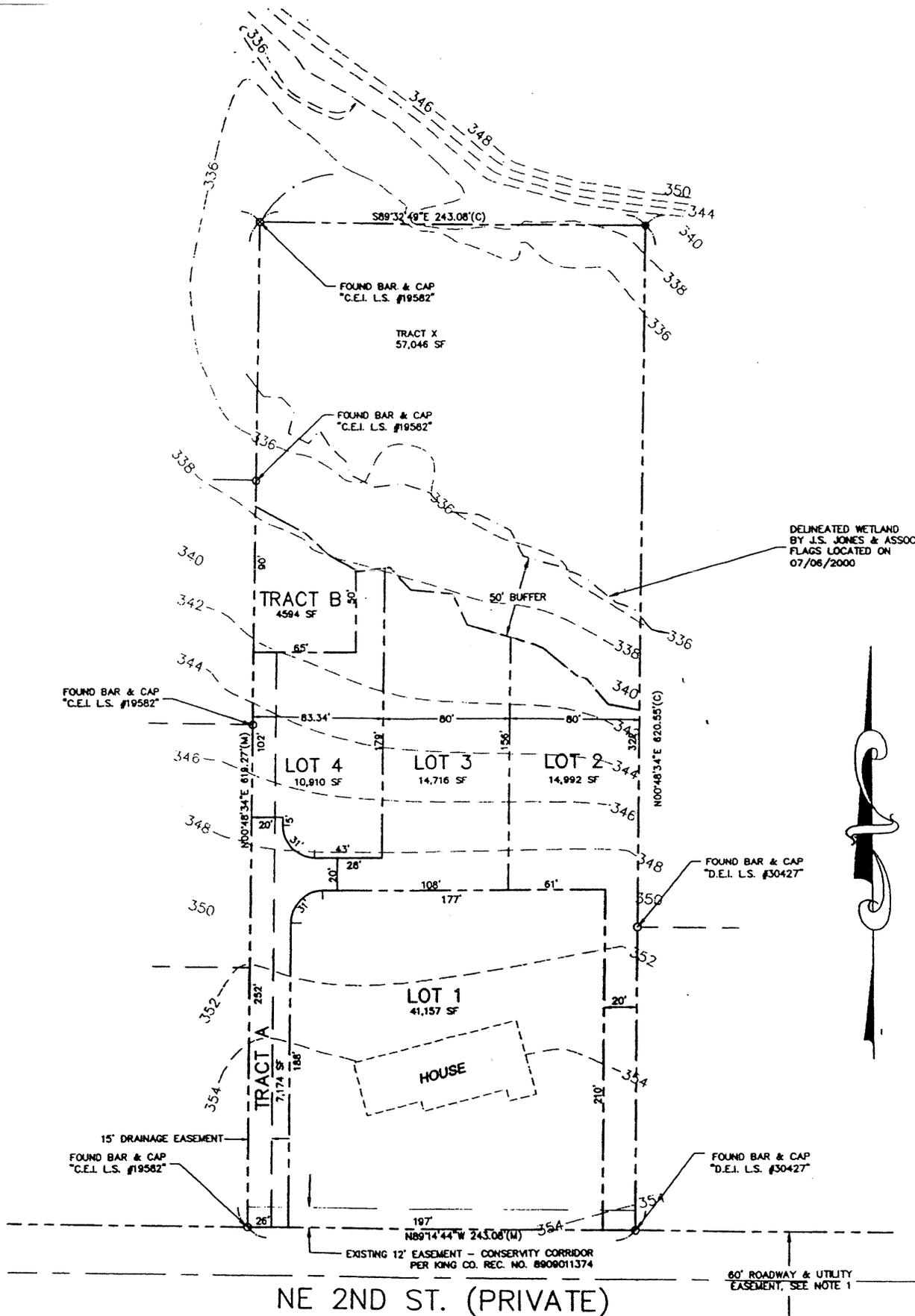
7007

Received
by

[Signature]

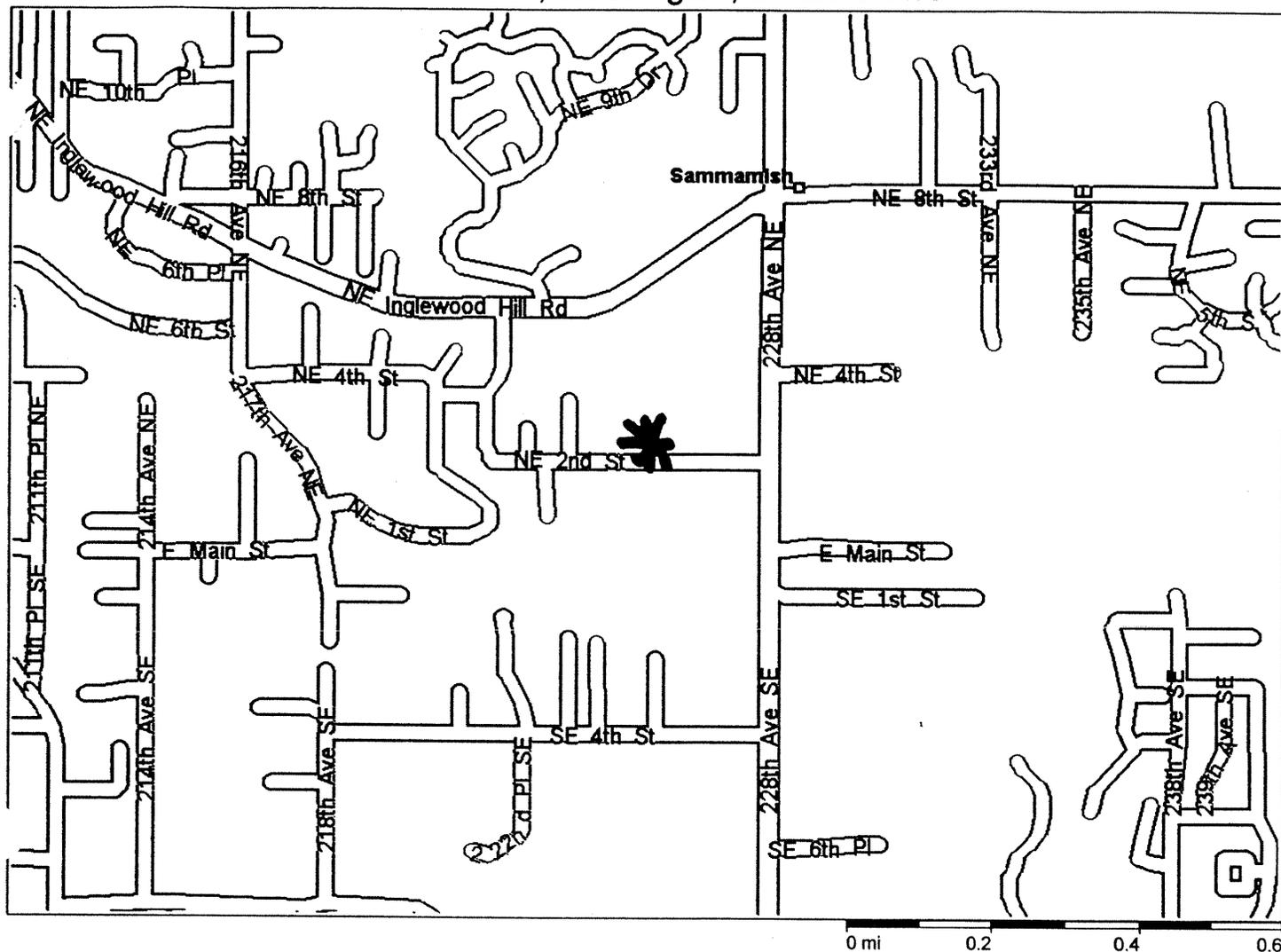
ATTACHMENT A

4000.00



ATTACHMENT A

Sammamish, Washington, United States



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 Plateau Bible Church

Meeting Date: March 7, 2001

Date Submitted: March 2, 2000

Originating Department: Community Development

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

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is a for a two (2) lot short plat. The project is located at 120 228th Avenue NE near the intersection of Main Street and 228th Avenue NE. The property contains approximately 20 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 applicant will be available at the time of the meeting to provide further details regarding the request.

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.



PLATEAU BIBLE CHURCH

Pastor:
Craig Swanson

Associate Pastor:
Ben Maxson

Children's Ministries Director:
Alisa Gil

Worship Assistant:
Patty Bennett

Address:
24326 SE Issaquah-Fall City Rd.
Issaquah, WA 98029

Phone:
(425) 391-6653

Fax:
(425) 391-4649

E-mail:
plateau_bible_church@msn.com

Web Site:
PBC.Plateau.Org

February 9, 2001

RECEIVED
FEB 9 2001
E. M. P.

Mr. David Sawyer, Planning Manager
City of Sammamish
704 - 228th Avenue NE
PMB 491
Sammamish, WA 98074

Triad Job No.: 99-068

Subject: Request for Hardship Exception from the City of Sammamish Development Moratorium, to Allow a One-Lot Short Subdivision That Would Result in the Preservation of a Historic Structure (120 – 228th Avenue NE)

Dear Mr. Sawyer:

On October 29, 1999, Plateau Bible Church submitted an application for a Conditional Use Permit to allow the construction of a church and daycare facility at the subject location. On October 27, 2000, the City issued a Mitigated Determination of Non-Significance. However, during the SEPA comment period, the Sammamish Historical Society brought to the City's attention that a structure of local historic significance, which is commonly known as the Engman House, is on our property. We were unaware of this situation until this comment was forwarded to our land development consultant, Triad Associates. Unlike other historic resources, the Engman House is not identified in the East Sammamish Community Plan. For additional detail, please see the attached King County Historic Sites Survey Inventory Sheet describing the Engman House.

Staff has indicated that we may opt to do a number of things to mitigate the impact of our proposed church on this house. Our options include, but may not be limited to:

- Preserving the home in its existing location,
- Moving the home to another location either on or off site, or
- Memorializing the home with photographs and/or a plaque and demolish it.

At this juncture, our development committee has opted to explore the possibility of modifying our site plan and preserving the home in its existing location. This option would only be viable if we could create a separate lot so that we may either sell or dedicate the

ATTACHMENT A

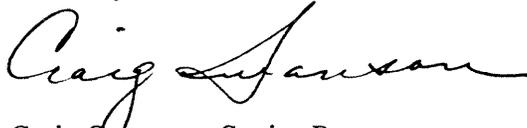
home and land to an appropriate party or entity. Because our property is comprised of only one lot, we would need to be granted short subdivision approval to create another lot for the home. However, the City Council recently extended a development moratorium that precludes submittal of applications for short subdivision approvals. Fortunately, the moratorium states that parties may request an exception, if hardship can be demonstrated.

Section 5 (Hardship Exceptions) of Ordinance 02001-77 (the moratorium) states the following:

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

Therefore, based on the above information, I request that the City Council grant the Plateau Bible Church an exception from the City’s development moratorium. Granting this request would be in the public interest and meets the spirit and intent of Section 5 of the moratorium. The unusual nature of our circumstance and the City’s unique opportunity to preserve a historic resource warrant the Council’s approval of our request.

Sincerely,



Craig Swanson, Senior Pastor
Plateau Bible Church

Attachment

cc: George Buell, Triad Associates

ATTACHMENT A

Plateau Bible Church Hardship Exception Request – Page 2 of 4

LOCATION

Number & Street 120 228th NE Not for Publication
City or Town Redmond Zip 98052
Incorporated Unincorporated X Community name
Congressional District 3 Community Planning District Samammish Plateau
State Legislative District 47 Zoning SE
County Council District 6 Shoreline Environment

CLASSIFICATION

CATEGORY OWNERSHIP STATUS PRESENT USE
District Public X Occupied Agriculture Museum
X Building(s) X Private Unoccupied Commercial Park
Structure Both Preservation Educational Private
Historic Site Work in Progress Entertainment X Residence
Arc. Site ACCESSIBLE Threatened by: Government Religious
Object X Yes Restricted Demolition Industrial Scientific
Yes Unrest. Neglect Military Transportation
No Other

OWNER OF PROPERTY: Bolivia P. Marshall
Number & Street 120 228th NE
City or Town Redmond State WA Zip 98052

LEGAL DESCRIPTION: Sec 34 Twn 25 Rng 06 (TL 17)
LOT 1 KC SHORT PLAT NO 577023 REC NO 7709080921 SD PLAT DAF SW 1/2 OF NW 1/2 EX S 20 FT THOF EX
CO RD EX N 413.34 FT THOF EX S 125 FT OF N 538.34 FT OF W 436 FT OF SW 1/2 OF NW 1/2 TAX POR.
PARTIALLY EX UNDER RCW 84.36.381 THRU .389

PRESENT REGISTER STATUS

Nat. Register State Register
Other

DESCRIPTION

CONDITION SITUATION
Excellent Unaltered
X Good X Altered
Fair
Deteriorated X Original Site
Ruins Moved
Unexposed Date



PRESENT & ORIG. PHYSICAL APPEARANCE

The Engman House is an irregularly shaped, 1 1/2 story farmhouse built in 1900. It is situated on a flat tract of land and rests on a concrete foundation. The medium pitch gable roof is covered with composition shingles. The exterior wall material is horizontal fir siding. Most windows are plainly trimmed, double hung sashes.

The main entrance is at the northwest corner of the building. Originally, a veranda spanned the west facade. This has been enclosed to form an enlarged living room with an open porch at the north end, containing a single, north-facing door. Three large fixed windows are on the west side of the building.

A single story wing extends from the east side of the building. A porch with a wood rail and stairs is on the south side of the wing. A single door is contained within the porch. A dormer with an overhanging gable roof is above the porch.

Another wing, this one small and used for storage, extends from the southeast corner of the first wing. A single door enters this second wing on its east side. North of the door is an open entry way leading through to the porch on the first wing.

This house is located on a 20-acre tract of land in a rural setting. An old barn and several other outbuildings, including houses for domestic birds, are near the house.

SIGNIFICANCE

Builder(s) Carl Engman

Architect(s) and/or Engineer(s) _____

Date(s) Built 1900

Present Level of Significance:

Most Significant Period 1900 - present National State Local

STATEMENT OF HISTORY & SIGNIFICANCE

This property was originally contained within the 160 acre homestead of Marshall N. Hill in 1892. Mr. Hill was from nearby Monohan. He erected a cabin which later burned to the ground.

The property was sold to Carl Engman who built the house in 1900. He and his family farmed the land and sold the produce at Seattle's Pike Place Market.

In 1920, the property was sold to Nels Alner, who continued to farm the land. Upon the death of Mr. Alner, (1940's), the land was divided between his daughters and 40 acres were sold to the present owner.

This is an excellent excellent example of the type of farmhouse built in the area at the turn of the century. It has undergone some modification, but retains its turn of the century character.

BIBLIOGRAPHICAL REFERENCES

Interviews:

Marshall, Bolivia. 120 228th NE. Redmond, WA. 98052.

Interviewed July 25, 1978. Longtime resident and owner of property.

McCulloch, Pauline. 135-214th NE. Redmond, WA. 98052.

Interviewed August 1, 1978. Longtime resident of the area.

FORM PREPARED BY (PRINT): John Stewart

Signature *John Stewart*

Date 8-4-78

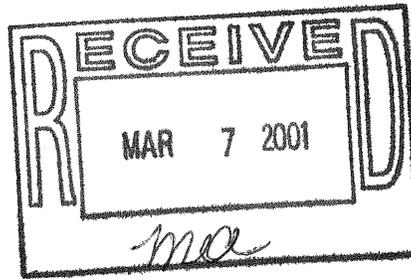
Organization King County Historic Sites Survey

Address 1955 6th Ave. W. Seattle, WA 98119

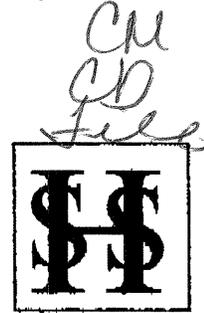
Phone (206) 284-8556

ATTACHMENT A

Regarding item # 8b
Hardship Exemption
Plateau Church



cc: Council P. 01



SAMMAMISH
HERITAGE SOCIETY

March 6, 2001

The Honorable Members of the
Sammamish City Council and
Mr. David Sawyer
City of Sammamish
704 228th Avenue NE, PMB 491
Sammamish, Washington 98074

Re: Plateau Bible Church Hardship Exemption

Dear Ladies and Gentlemen:

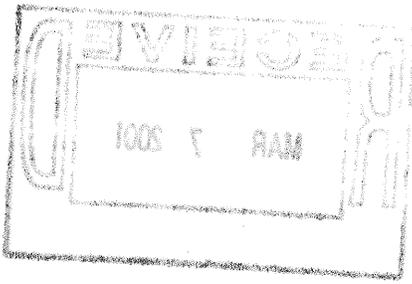
The Sammamish Heritage Society is writing in support of the Plateau Bible Church's request to short plat their property to provide a separate plat for the historically significant Engman/Marshall House located on 228th Avenue NE (and shown as item 13 on the map we provided in our package to you and the Planning Advisory Board last week).

We applaud the church's efforts to try to keep the home intact for as long as possible, while at the same time moving forward with the development of their church building.

We hope staff and the council will look favorably upon their request. We look forward to the hopeful restoration of the home as a vital example of using existing historical structures to fill current community needs while preserving our unique heritage.

Sincerely yours,

Leslie Kralicek
Co-President



AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

An ordinance of the City of Sammamish, Washington, declaring an emergency due to damage caused by the February 28, 2001 earthquake and ratifying the City Manager's declaration of emergency issued February 28, 2001

Meeting Date: March 7, 2001

Date Submitted: March 1, 2001

Originating Department: City Manager

Clearances:

 Administration Police

 Public Works Fire

 Building/Planning X Attorney

Action Required:

Adopt Ordinance

Exhibits:

- a) Declaration of the City of Sammamish, Washington, declaring an emergency due to damage caused by the February 28, 2001 earthquake issued by the City Manager
- b) Ordinance

Committee:

Budgeted Amount: n/a

Summary Statement:

On February 28, 2001 the City, and the greater Puget Sound area, suffered significant damage due to an earthquake. The City Manager immediately declared a City emergency in order to mobilize personnel and equipment to address the damage that occurred within the City and to protect the public health and safety. This ordinance will ratify the City Manager's actions. The ordinance will also assist the City to obtain state and federal disaster relief funding.

Recommended Motion:

Adopt an ordinance declaring an emergency due to damage caused by the February 28, 2001 earthquake and ratify the City Manager's declaration of emergency issued February 28, 2001.

**CITY OF SAMMAMISH
WASHINGTON
DECLARATION**

**A DECLARATION OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING AN EMERGENCY DUE TO
DAMAGE CAUSED BY THE FEBRUARY 28, 2001
EARTHQUAKE**

WHEREAS, on February 28, 2001 an earthquake occurred within the City of Sammamish and the surrounding Puget Sound area; and

WHEREAS, East Lake Sammamish Parkway, in the vicinity of SE 15th Street, suffered significant damage posing a threat to the public health and safety; and

WHEREAS, there may be additional, undiscovered damage to public property that poses a threat to the public health and safety; and

WHEREAS, the City desires to declare an emergency in order to take such actions as may be necessary to protect the public health and safety;

**NOW, THEREFORE, THE CITY MANAGER OF THE CITY OF SAMMAMISH,
WASHINGTON, DOES DECLARE AS FOLLOWS:**

Section 1. There is hereby declared a state of emergency within the city limits of the City of Sammamish.

Section 2. This declaration shall be presented to the City Council, at the earliest convenience of the Council, for approval and ratification.

DATED THIS 28TH DAY OF FEBRUARY 2001.

CITY OF SAMMAMISH


Ben Yazici, City Manager

ATTEST/AUTHENTICATED:

Melanie Anderson
Melanie Anderson, City Clerk

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING AN EMERGENCY DUE TO
DAMAGE CAUSED BY THE FEBRUARY 28, 2001
EARTHQUAKE AND RATIFYING THE DECLARATION
OF EMERGENCY ISSUED BY CITY MANAGER ON
FEBRUARY 28, 2001**

WHEREAS, on February 28, 2001 an earthquake occurred within the City of Sammamish and the surrounding Puget Sound area; and

WHEREAS, East Lake Sammamish Parkway, in the vicinity of SE 15th Street, suffered significant damage posing a threat to the public health and safety; and

WHEREAS, there may be additional, undiscovered damage to public property that poses a threat to the public health and safety; and

WHEREAS, the City Council finds that an emergency exists and it is Council's intent to take such actions as may be necessary to protect the public health and safety; and

WHEREAS, issuing a declaration of emergency will assist the City in securing state and federal emergency relief funding; and

WHEREAS, in order to respond to the emergency immediately, the City Manager issued a declaration of emergency and the City Council wishes to ratify that declaration;

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

Section 1. Declaration of Emergency. There is hereby declared a state of emergency within the city limits of the City of Sammamish.

Section 2. Ratification. The declaration of emergency issued by the City Manager on February 28, 2001, and all actions taken in accordance with that declaration, are hereby ratified.

Section 3. 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 4. Effective Date. This ordinance, as a public emergency measure necessary for the protection of the public health, safety, and welfare, shall be effective immediately

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 7th DAY OF MARCH 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 2, 2001
Passed by the City Council:
Ordinance No.
Date of Publication:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

First Reading of Ordinance to adopt the Parks,
Recreation and Open Space Plan.

Meeting Date: March 7, 2001

Date Submitted: March 1, 2001

Originating Department: Parks/Recreation

Action Required:

Clearances:

 Administration Police

 Public Works Fire

 Building/Planning Attorney

Exhibits:

Committee: Parks/Recreation Commission

Budgeted Amount:

Summary Statement:

First Reading of the Ordinance to adopt the Parks, Recreation and Open Space Plan. The Plan is the policy document that creates the framework and sets the objectives for the future development of the citywide parks and recreation system.

Recommended Motion:

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING A PARKS, RECREATION AND
OPEN SPACE PLAN**

WHEREAS, state law, RCW 35A.63.062, encourages the legislative body of each city to prepare and adopt a parks, recreation and open space element of the city's Comprehensive Plan; and

WHEREAS, the purpose of such plan is to assure that each city shall have plans looking to the future, for not less than six years, as a guide in carrying out the development of a parks and recreation system; and

WHEREAS, City staff and the Parks and Recreation Commission have conducted a comprehensive survey, held numerous public workshops and gathered considerable public input in the development of a Parks, Recreation and Open Space Plan; and

WHEREAS, the Parks, Recreation and Open Space Plan was based on the Washington State Interagency Committee for Outdoor Recreation (IAC) guidelines; and

WHEREAS, the IAC requires an adopted Parks Plan from a newly incorporated city within three years of it's incorporation to be eligible for the IAC grant funding; and

WHEREAS, the adoption of a Parks, Recreation and Open Space Plan will allow the City to coordinate current planning efforts, develop a strategic acquisition and development plan, and pursue grant funding for parks projects; and

WHEREAS, the City Council has conducted a public hearing on March 7, 2001 to receive comments on the proposed interim plan;

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

Section 1. Adoption of Plan. The City hereby adopts the Parks, Recreation and Open Space Plan attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance or a summary thereof, shall be published in the official newspaper of the City, and shall take effect and be in full force five 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 H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 1, 2001

Passed by the City Council:

Ordinance No.

Date of Publication:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Columbia at Sammamish Highlands Subdivision

Meeting Date: March 7, 2001

Date Submitted: March 1, 2001

Originating Department: Community Development

Action Required:
Motion to approve subdivision

Clearances:

 Administration **Police**

 X **Public Works** **Fire**

 X **Building/Planning** **Attorney**

Exhibits/Attachments:
a) Map of Final Plat
) Transmittal Letter
c) Hearing Examiner Decision Oct. 26, 2001

d) Recreation Tract Letter Feb. 13, 2001
e) Water / Sewer Letter Jan. 17, 2001
f) Resolution

Budgeted Amount: N/A Legislative Approval

Summary Statement:

The proposed plat is 54 lots on 15.32 acres, proposed by Cam West Development, Inc. The proposal was reviewed and approved by King County DDES, and the required infrastructure (drainage, roads, sidewalks, etc) improvements have been under construction, under King County DDES staff inspection. Here are the key points:

Christa McAuliffe School is immediately south of site. The school impact fees at rate of \$1,774.50 totals \$95,823, has been paid to KC DDES.

The MPS transportation impact fees at the rate of \$961 per unit is \$51,894 for Zone # 403, has been paid to KC DDES, in addition to the frontage and internal streets in the plat conditions. Roads are built to King County Road Standards.

Recommended Motion:

Approve 54-lot Columbia at Sammamish Highlands Subdivision and authorize the Mayor to sign mylars of the final plat.

March 1, 2001

TO: Melonie Anderson, City Clerk
From: Matt Mathes, Special Project Planner

**RE: Columbia at Sammamish Highlands (AKA Cedar Park) Final Plat
City Council Regular Meeting March 7, 2001**

The materials under this cover memo have been selected from the full file as the agenda packet materials for review by City Council. The enclosed materials are:

Ex. A - Map of Plat (Reduced to 8-1/2 x 11)	1 page
Ex. B - Transmittal letter - March 1, 2001	1 page
Ex. C - Hearing Examiner Decision – October 26, 1999	12 pages
Ex. D – Recreation Letter – Feb. 13, 2001	1 page
Ex. E – Water / Sewer Letter	1 pages
Total	16 pages

Background on Proposed Plat

The name of the proposal has changed from “Cedar Park” to “Columbia at Sammamish Highlands”. Some of the agenda and file materials will appear as either plat name. This is the first ever plat to be heard by City Hearing Examiner under Interlocal Agreement #C99-14, reviewed by KC DDES and become eligible as Final Plat. Last month, the City Council approved Willamette at Sammamish Highlands by same applicant.

The proposed plat is 54 lots on 15.32 acres, proposed by Cam West Development, Inc. The proposal was reviewed and approved by King County DDES. Here are the key points:

Christa McAuliffe School is immediately south of site. The school impact fees at rate of \$1,774.50 totaling \$95,823, have been paid to KC DDES.

The MPS transportation impact fees at the rate of \$961 per unit totaling \$51,894 (Zone # 403), have been paid to KC DDES.

The recreation tract is combined with a stormwater facility – a tennis court is built on top of stormwater tank similar to one other plat in the city. A reduction in rec tract size is allowed under the code, yet the applicant provides a recreation tract area in excess of the 21,060 SF requirement.

The Articles of Incorporation for Columbia at Sammamish Highlands Owners Association is on file and available for review upon request, filed with Secretary of State on Feb. 23, 2001.

The records of two (2) decommissioned water wells are also on file.

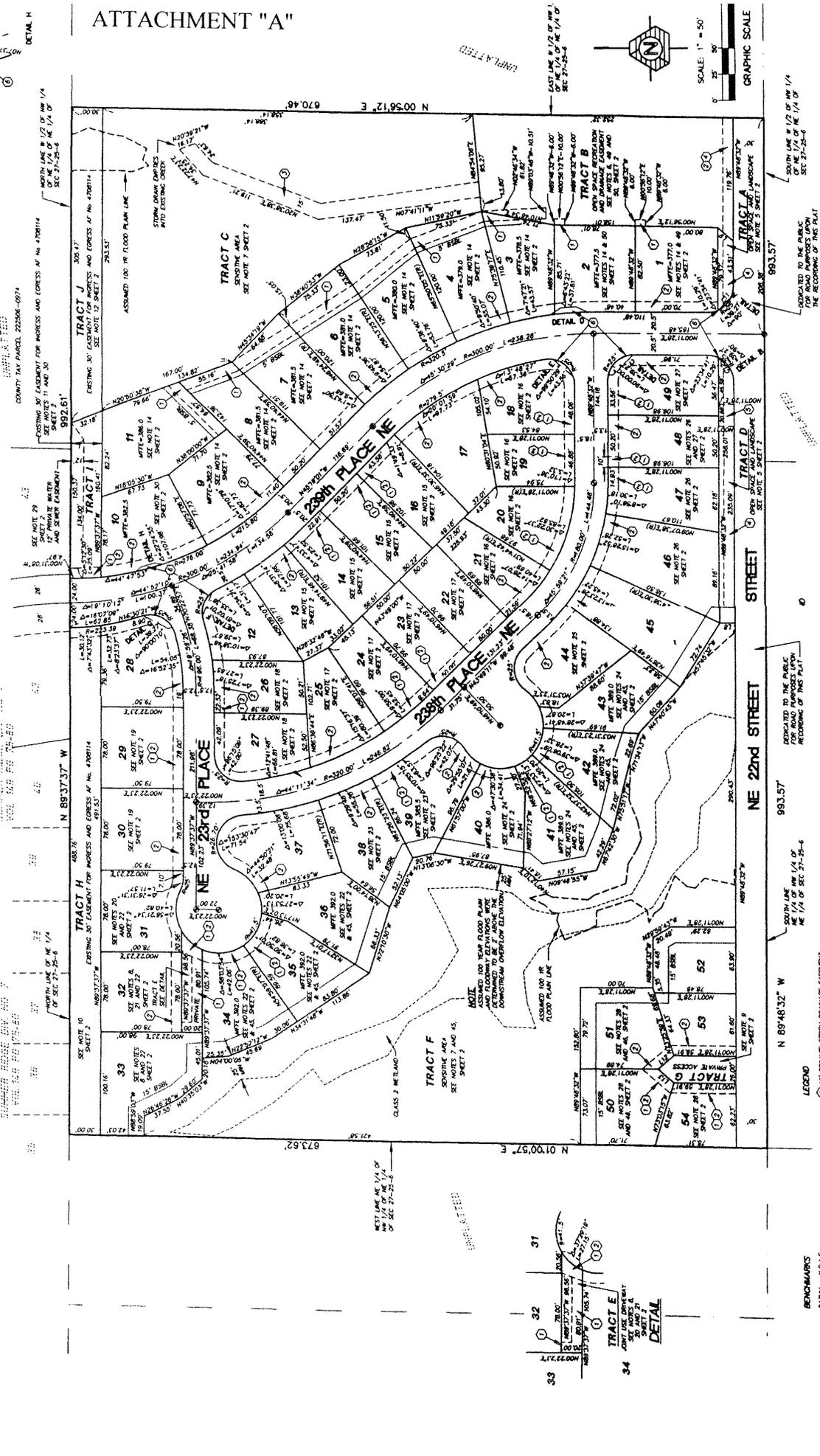
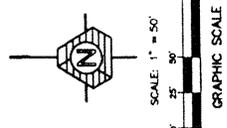
Recommendation:

Staff recommends approval of 54-lot Columbia at Sammamish Highlands Subdivision for the final plat.

COLUMBIA AT SAMMAMISH HIGHLANDS

FOR NE 1/4, NW 1/4, NE 1/4 AND NW 1/4, NE 1/4, SEC 27, TWP 25 N, RCE 6 E, WM.
KING COUNTY, WASHINGTON

ATTACHMENT "A"



LINE	LENGTH	BEARING	AREA
L1	10.00	N 00° 00' 00" W	0.00
L2	10.00	N 00° 00' 00" W	0.00
L3	10.00	N 00° 00' 00" W	0.00
L4	10.00	N 00° 00' 00" W	0.00
L5	10.00	N 00° 00' 00" W	0.00

CURVE	LENGTH	RADIUS	DELTA
C1	20.00	20.00	90.00
C2	20.00	20.00	90.00

- LEGEND**
- ① 10' PRIVATE STORM DRAINAGE EASEMENT
 - ② 10' PUBLIC UTILITY AND SEWER EASEMENT
 - ③ 15' EASEMENT TO THE SAMMAMISH RIVER AND WATER DISTRICT
 - ④ 10' EASEMENT TO THE SAMMAMISH RIVER AND WATER DISTRICT
 - ⑤ 10' EASEMENT TO THE SAMMAMISH RIVER AND WATER DISTRICT
 - ⑥ STANDARD KING COUNTY EASEMENT IN CASE TO BE SET

- BENCHMARKS**
- BM "A" - ELEV 32.89
 - SET BY AT THE CORNER CORNER PAV FOR PAVEMENT NEAR SW CORNER OF SITE
 - BM "B" - SET BY ON NORTH PLANE BOLT OF FIRE INSURANCE COMPANY
 - BM "C" - ELEV 37.24
 - SET BY ON THE CORNER OF CONCRETE PAD FOR FEET SOUTH OF THE SOUTHWEST CORNER OF THIS PLAT

LINE	LENGTH	BEARING	AREA
L1	10.00	N 00° 00' 00" W	0.00
L2	10.00	N 00° 00' 00" W	0.00
L3	10.00	N 00° 00' 00" W	0.00
L4	10.00	N 00° 00' 00" W	0.00
L5	10.00	N 00° 00' 00" W	0.00

CURVE	LENGTH	RADIUS	DELTA
C1	20.00	20.00	90.00
C2	20.00	20.00	90.00

D.D.E.S. FILE NO.



**King County
Department of Development
and Environmental Services**

900 Oakesdale Avenue Southwest
Renton, WA 98055-1219

March 1, 2001

Matt Mathes, Special Project Planner
City of Sammamish
704 228th Ave. NE, PMB 491
Sammamish, WA 98053

RE: Columbia at Sammamish Highlands

Dear Mr. Mathes:

The Land Use Services Division has completed the review of the final map page and supporting documents for recording the above plat (File L96P0027). This review has determined that the plat has met all applicable regulations and conditions of approval. This agency's review was performed pursuant to the interlocal agreement between the City of Sammamish and King County.

Based on that review, the County recommends the final map page mylars be approved and signed by the City, then forwarded to the King County Records and Elections Office to be recorded. To assist in your discretionary decision, we are forwarding a copy of the key file documents to you at this time.

A performance bond in the amount of \$725,100 has been furnished to King County to guarantee all required road and storm drainage improvements are completed within two years of the date of recording. Also a bond in the amount of \$86,560 has also been furnished to King County to guarantee that the recreation facilities are completed. These financial guarantees are transferable to the City. Also a plat recording fee in the amount of \$62.00 has been paid. It is our understanding that King County will continue to provide on-site inspections of road and drainage work on behalf of the City under the terms of the agreement.

After obtaining the city approvals, please deliver the plat mylars together with one copy and a copy of this letter to the King County Assessors Office for processing. For information call Nimpa Gueco at (206) 296-5140.

At the time of recording please send a copy of the recorded plat to Shirley Goll in care of King County at the address above.

If you have any questions on this letter, please contact Steve Van Patten, Engineer, at (206) 296-7197.

Sincerely,

James H. Sanders, P.E.
Development Engineer

Enclosures:

cc: Steve Townsend, Supervising Engineer, Land Use Inspection Section
Raymond E. Florent, P.L.S., Senior Engineer, Engineering Review Section
ATTN: Steve Van Patten, P.L.S., Engineer, Engineering Review Section

HEARING EXAMINER
CITY OF SAMMAMISH

UU OCT 02 2000 U

In the Matter of the Application)		K.C. D.D.E.S.
of CamWest Real Estate)	DDES FILE NO. L960027	
Development, Inc. for Approval)		
of the Preliminary Plat of)	FINDINGS OF FACT, CONCLUSIONS	
Cedar Park)	OF LAW AND DECISION	

SUMMARY OF DECISION

The Preliminary Plat of Cedar Park is APPROVED, subject to conditions.

INTRODUCTION

CamWest Real Estate Development, Inc. (Applicant) seeks approval of a preliminary plat to develop 54 single-family residential lots on a 15.32 acre tract in northeast Sammamish, just north of Christa McAuliffe Elementary School. The application came on before hearing before Gordon F. Crandall, Hearing Examiner for the City of Sammamish on October 12, 1999, under the Rules of Procedure of the King County Hearing Examiner. Public testimony under oath was given by the following:

- Matt Mathes, Interim City Planner
- Keri Akers, King County Project Planner
- Eric Campbell, CamWest Real Estate Development, Inc.
- Marsha Martin, Attorney at Law, Foster, Pepper & Sheffelman
- Michael Matthews, P.E., Triad Associates
- Peter Dye, King County Civil Engineer
- Aileen McManus, King County Traffic Engineering
- Ernie Grillo, 24206 NE 22nd Street, Redmond, WA 98053
- John O'Meara, 2452 - 239th Place NE, Sammamish, WA

LOOFRO86

The following exhibits were offered and admitted:

1. Staff Report and Attachments
2. Proposed Revision to Condition 8(a)
3. Current Plat Map dated September 29, 1998

From the foregoing, the Examiner makes these:

FINDINGS OF FACT

1. Staff Report

The City Sammamish formally came into existence on August 31, 1999, and this is the first land use hearing held before the City's Hearing Examiner. Pursuant to agreement with King County, a final report on the proposed subdivision was prepared by

the County's Department of Development & Environmental Services (DDES). Staff from King County presented the report and testified concerning the proposal. The final report to the City of Sammamish including its four attachments contains extensive factual material concerning the proposal, and is incorporated into these Findings of Fact as though set forth verbatim. King County staff recommends approval of the application, subject to conditions.

2. Location

The proposed subdivision is located generally between NE 24th Place and Northeast 22nd Street, south of the Summer Ridge Division 6 subdivision, and north of the Christa McAuliffe Elementary School.

3. Vicinity

Large lots between two and five acres in area, with existing residences about the property to the east and west. The zoning is R-4. Summer Ridge Division 6 lies to the north. The Christa McAuliffe Elementary School is located across Northeast 22nd Street to the south.

4. Proposal

Applicant proposes to subdivide the property into 54 lots, ranging from approximately 5,000 to 7500 square feet. The site will be served by an extension of 239th Place NE from Summer Ridge No. 6 through the site to Northeast 22nd Street. Two minor access roads will serve the remaining lots. See Attachment 1. All streets will be dedicated to the City of Sammamish.

A 30-foot undeveloped ingress/egress easement extends an east/west direction along the north property line of the site. The easement benefits a lot to the east of the site, and while the owners of that lot do not intend to improve the easement, they do not want to abandon it either. The easement extends across lots 10, 11, 23-33 and sensitive area Tract C. (See Attachment 1.) The easement area will be placed in a separate tract to be owned by the homeowners' association or such other agency approved by the City. The foregoing lots still meet minimum lot size requirements notwithstanding the existence of the easement. King County staff recommends that lot 11 be provided with panhandle access in the area of lots 8 and 9 if the easement is not vacated. Applicant disagrees.

All of the 54 lots will be occupied by single-family residences. In addition to the easement tract, there will be seven additional tracts, as follows:

- Tract A – Wetland
- Tract B – Open Space/Recreation drainage easement (detention vault and sport court)
- Tract C – Sensitive Area
- Tract D – Landscape
- Tract E – Private access tract
- Tract F – Sensitive area
- Tract G – Private access tract

5. Zoning

The site is zoned R-4 which permits four units per acre. Overall, the proposal is designed for a density of 3.5 dwelling units per acre.

6. Topography, Soil, Vegetation, Wetlands and Stream

A. The site is moderately rolling except for the northeast portion which slopes approximately 18% to a Class III stream.

B. The soils include Alderwood gravelly sandy loam, and Everett gravelly sandy loam, the characteristics of which are suitable for residential development but moderate to poor for septic tank filter fields.

C. The site is moderately to heavily wooded with a second and third growth mixture of indigenous trees.

D. Two wetlands are found on the site. The wetland on Tract A is a Class II forested wetland of approximately .62 acres. The other is an unregulated wetland approximately 980 square feet which will be filled. The Class III intermittent stream crosses the northeast corner of the site, is intermittent, and does not support anadromous fish.

7. Wildlife

A wildlife habitat survey was prepared for the proposal by Adolfson Associates, Inc., dated January 1998. A survey is required by provisions of the 1994 King County Comprehensive Plan, when a proposal involves more than ten acres. The study concluded that the overall habitat value was moderate to high due to the fact that the majority of the site is continuously vegetative. In addition, the site is connected to other forested parcels, which increases its value as part of a movement corridor for wildlife. Two species of animals, thirteen species of birds, and one amphibian were observed. In addition, the site is known to be inhabited by other commonly found animals and birds. The primary impact of the project is the removal of habitat. Construction noise and physical disturbance will impact wildlife. Following completion of the project, the small patches of forested area will provide refuge for small animals, birds and amphibians, but will not likely provide breeding habitat. The study made several recommendations to mitigate the impact of the proposal on wildlife.

8. Schools, Parks, Fire Service

The subdivision will be served by Christa McAuliffe Elementary School, Inglewood Junior High School and Eastlake High School. All have adequate capacity to absorb the students expected from the proposal. The Lake Washington School District currently imposes an impact fee on subdivisions of \$3,716 per lot.

The nearest community parks are East Lake Sammamish Park and undeveloped Section 36 Park. Applicant will provide at least 21,060 square feet of onsite recreational space, including tot/child play areas.

A certificate of water availability from the Northeast Sammamish Sewer & Water District assures adequate water for fire protection.

9. Sewer, Water

Sewer and water service will be provided by the Northeast Sammamish Sewer & Water District. The certificate of water availability has been issued to assure potable water service from the district.

10. Transportation and Traffic

Access to the site will be provided by extending the road stub of 239th Place NE south through the project to NE 22nd Street. Internal circulation will be provided by minor access roads. (See Attachment 1.) A transportation certificate of concurrency was issued on July 31, 1996, indicating that transportation improvements or strategies will be in place at the time of development, or a financial commitment will be in place to complete the improvements or strategies within six years.

The traffic from the proposal will impact the intersection of Sahalie Way at SR 202, currently operation at LOS F (highest congestion). Applicant will mitigate these impacts by contributing \$1,731 per dwelling unit to a project managed by the Washington State Department of Transportation to improve that intersection. The project will add capacity by adding an additional northbound left turn lane, and a hill-climbing lane. The total contribution will be \$93,474. In addition, King County's Mitigation Payment System (MPS) requires payment of an administrative fee for each single-family residential lot or unit created, in an amount determined at the time the fee is collected.

11. SEPA

The responsible official in King County's Land Use Services Division issued a Mitigated Determination of Non-Significance (MDNS) for the proposal on July 21, 1999. The sole condition attached to the MDNS was the contribution of \$93,474 to the state's SR 202 project.

12. Disputed Items

At the hearing, Applicant disputed three of the recommendations made in the Staff Report:

A. Applicant asked that the underscored language of the following paragraph P-9 of the proposed conditions be deleted:

"The preliminary plat shows an existing 30-foot road easement located along the north property line. This easement shall be vacated or placed in a separate tract for ownership by the plat homeowners' association or other organization as approved by DDES. If the existing easement is not vacated, lot 11 shall be redesigned to provide a pipe stem access in the area adjacent to lot 8 or 9."

Applicant argues that access to lot 11 can be gained from the easement area. Staff argues that such access may expose the owner of lot 11 to unexpected maintenance costs. Applicant argues that the homeowners association can assume this risk.

B. Applicant asked that the first subparagraph of paragraph P-17 relating to surface water control be deleted, as inapplicable to this site. Staff agreed that this subparagraph did not apply and may be deleted.

C. Applicant asked that paragraph P-8(a) be amended to allow flexibility in the improvement of NE 22nd Street at the east boundary of the site. Staff argued that the issue should be dealt with later during engineering review of the proposal.

13. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

From the foregoing Findings of Fact, the Examiner makes these:

CONCLUSIONS OF LAW

1. Jurisdiction

The Hearing Examiner is authorized by the City of Sammamish Interim Development Code (ISDC) to hear and decide an application for a preliminary plat. ISDC Ch. 20.24.

2. Criteria for Subdivision Approval

Section 20.24 of the ISDC provides that when the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

- A. Appropriate provisions are made for public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- B. The public use and interest will be served by the platting of such subdivision and dedication.

3. Disputed Items

A. Applicant's request that the last sentence of Condition P-9 be deleted should be granted. Access to lot 11 can be gained from the easement area, and any expense of maintenance can and should be borne by the homeowners' association as owner of the tract upon which the easement is located. The easement is only for access and will not be obstructed by such use.

B. Applicant and Staff agree that the first subparagraph of paragraph P-17 of the Conditions should be deleted. The Examiner has deleted that material from the conditions.

C. Concerning improvement of NE 22nd Street, the Examiner concurs with Staff that the exact improvement at the east end of NE 22nd Street should be determined during the engineering review stage. The amendment requested by Applicant is not approved.

4. Analysis

The final report concludes that the proposed subdivision will not have a significant, adverse impact on the environment, that existing regulations provide a means to sufficiently mitigate any such impact, and that as conditioned, the proposal will comply with the goals and objectives of the King County Comprehensive Plan and all official land use controls of the County. The Examiner concurs, and concludes further that the proposed preliminary subdivision satisfies all of the criteria of ISDC 20.24.195 and should be approved, subject to the following conditions:

SP

1. Applicant shall comply with all platting provisions of Title 19 of the King County Code.

SP

2. All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication that includes the language set forth in King County Council Motion No. 5952.

SP

3. The plat shall meet the base density of the R-4 zone classification. All lots shall meet the minimum dimensional requirements of the R-4 zone classification or shall be as shown on the face of the approved preliminary plat, whichever is larger. Minor revisions to the plat that do not result in substantial changes may be approved at the discretion of the Department of Development and Environmental Services.

SP

4. The applicant must obtain final approval from the King County Health Department.

CURRENT LETTER FR. UTILITY DISTRICT.

SP

5. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 11187, as amended.

SP

6. The Applicant must obtain the approval of the King County Fire Protection Engineer for the adequacy of the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.

7. Final plat approval shall require full compliance with drainage provisions set forth in King County Code 9.04 and the storm drainage requirements and guidelines as established by the Surface Water Management Division. Preliminary review has identified the following conditions of approval, which represent portions of the drainage requirements. All other applicable requirements in KCC 9.04 and the Surface Water Design Manual (SWDM) must also be satisfied during engineering and final review.

- a) Drainage plans and analysis shall comply with the 1990 King County Surface Water Design Manual and applicable updates adopted by King County. DDES approval of the drainage and roadway plans is required prior to any construction.
- b) Current standard plan notes and ESC notes, as established by DDES Engineering Review, shall be shown on the engineering plans.

9P

- c) The following note shall be shown on the final recorded plat:
"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved construction drawings # _____ on file with DDES and/or the Department of Public Works. This plan shall be submitted with the application of any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with plans on file."

- d) Core Requirement No. 1: Discharge at the Natural Location.

The applicant has received approval for the requested drainage variance regarding diversion of surface water and alternative designs for water quality facilities. (See Attachment 3.) The conditions for variance approval include specific design requirements for the proposed stormwater detention and wet vault. The variance requirements shall be satisfied during design and review of the project engineering plans.

- e) Core Requirement No. 3: Runoff Control.

Stormwater runoff control shall be provided using the BW-2 Stream Standard specified in the Bear Creek Basin Plan dated July 1990. Detention facilities shall be designed such that the post-development 2-year runoff is released at a maximum of 50 percent of the pre-developed 2-year rate, the post-developed 10-year rate at the pre-developed 2-year rate, and the post-developed 100-year rate at the pre-developed 10-year rate, all for a 24-hour design event. The calculated storage volume shall be increased by a safety factor of 30 percent. As specified by the approved drainage variance, an alternative detention design includes the use of KCRTS Level 2 methodology. If the Applicant proposes combined recreation space with the runoff control facilities, a homeowners association shall own the stormwater facilities tract and a drainage easement shall be provided to King County for maintenance of the stormwater facilities.

- f) Core Requirement No. 4: Conveyance Systems.

The outlet pipe from the detention facility is proposed to convey stormwater over steep slopes before discharge to the onsite stream. The proposed conveyance pipe

shall be designed and located to minimize disturbance to natural vegetation and reduce potential erosion. Design requirements for drainage outfalls and conveyance on steep slopes shall be provided as specified in Section 4.3.6 of the drainage manual. Detention pond overflow systems shall be designed for piped conveyance, rather than open spillways. The overflow structures and conveyance pipe shall be designed to accommodate flows for the 100-year storm under developed site conditions. A public drainage easement for the pipe system shall be shown on the engineering plans and final plat. The Applicant shall contact the Washington State Wildlife/Fisheries Department to determine if an HPA permit is required for the proposed drainage outfall.

SP

- g) Special Requirement No. 9: 100-year Floodplain.

Wetlands and streams are located on the property. Therefore, a floodplain analysis shall be performed as specified by the drainage manual. The 100-year floodplain boundaries shall be shown on the final engineering plans and recorded plat.

SP

- h) A grading and erosion control plan shall be prepared to address the removal of fill material shown on the plat map in the eastern portion of the site. The plan shall be reviewed by the DDES geologist to determine any required slope restoration, building setbacks, or structural fill requirements.

8. The proposed subdivision shall comply with the 1993 King County Road Standards (KCRS), including the following improvements:

- a) During preliminary review, the Applicant submitted a road variance application (File No. L97V0145; see Attachment 4) regarding sight distance requirements and the extent of urban road improvements for NE 22nd Street. As stated in the variance approval, the proposed entering sight distance at the plat and school entrance is acceptable, and the full-width street construction along the plat frontage must extend to the east property line in a manner determined during road engineering review. The final road improvements shall comply with the variance decision requirements. Exhibit A in the variance file shows the proposed road profile along NE 22nd Street.
- b) NE 22nd Street shall be improved as a full-width urban neighborhood collector along the frontage of the plat. Public road right-of-way shall be dedicated to accommodate the road improvements. The existing gate on NE 22nd Street shall be removed and a new gate and/or barricade shall be provided at a location east of the Cedar Park property. The final design and location of the gate shall be determined by the Applicant in consultation with other property owners who use the private portion of NE 22nd Street. The gate shall be privately maintained and located outside the public road right-of-way.

ESM/A
11/09/10
maintenance?

Adjoiners

c) The roadways within the plat shall be improved in accordance with design requirements for the street classifications shown on the plat map.

Verify
d) As required by KCRS 5.03, street trees shall be included in the design of all road improvements.

SP
e) Tract E shall be improved as a private access tract serving Lots 31-33. Tract G shall be improved as a private access tract serving Lots 50-51. The lots served shall have undivided ownership of the respective tracts and be responsible for maintenance. A note to this effect shall be shown on the fact of the final plat. Improvements shall conform to KCRS 2.03 for urban minor access roads, which includes 22 feet of paving. The minimum tract width shall be 26 feet with a maximum length of 150 feet. *TR. E was revised to J-USETR.*

Eng or Insp. f) In accordance with KCR 9.05, the Applicant shall submit a traffic control plan for development construction. The plan shall address methods to minimize construction impacts along 239th Place NE with the plat of Summer Ridge and along NE 22nd Street adjacent to the elementary school. A haul route shall be included to address routing, hours of operation, traffic safety procedures, signage, flagging, and daily maintenance.

Eng. g) NE 22nd Street is designated as a neighborhood collector street, which may require designs for bus zones and turnouts. As specified in KCRS 2.16, the designer shall contact Metro and the local school district to determine specific requirements.

h) Modifications to the above road conditions may be considered by King County pursuant to the variance procedures in KCRS 1.08.

SP 9. The preliminary plat shows an existing 30-foot wide easement located along the north property line. The easement shall be vacated or placed in a separate tract for ownership by the plat homeowners association or other organization approved by DDES.

10. Preliminary plat review has identified the following specific sensitive area requirements which apply to this project. All other applicable requirements from KCC21A.24 shall also be addressed by the Applicant:

a) The Class II forested wetland (Wetland A) shall be placed into a Sensitive Areas Tract (Tract F) with a buffer width of 50 feet, measured from the wetland edge.

b) The Class III stream shall be placed into a Sensitive Areas Tract (Tract C) with a minimum 50 foot buffer of undisturbed vegetation.

SP c) Buffer averaging is acceptable so long as the provisions of KCC 21A.24.320B are satisfied. The buffer around Tract F shall be an average of 48.5 feet in width,

with the additional area of buffer applied to the stream and steep slope in Tract C. The buffer in Tract F shall contain the same number of significant trees as with application of the standard buffer width. As part of the buffer averaging approval, permanent fences shall be installed around the sensitive areas tracts. These fences shall act as visual barriers, and should be rail-type fences as opposed to solid wood or chain link. Details of the fences and their locations shall be shown on the engineering plans.

snags trees
put in

SP

d) A minimum building setback line of 15 feet shall be required from the edge of Tract F.

SP

e) The wetland, stream, and sensitive area tracts shall be delineated and signed in accordance with KCC 21A.24.160. The sign details shall be shown on the engineering plans.

SP

installed
per SARA

f) A minimum of four conifer snags shall be installed in the southeastern lobe of the wetland in Tract F, to mitigate for loss of pileated woodpecker habitat in the southwestern corner of the site, and as mitigation for buffer averaging. The location of these snags shall be shown on the engineering plans. A letter report prepared by a wildlife biologist shall be submitted with the engineering plans detailing the size, diameter and tree species for the snags, and shall include installation techniques to minimize disturbance to the wetland and its buffers. The snag plan and report shall be reviewed by a King County wildlife specialist at the time of engineering plan review. The snags shall be installed prior to final plat recording.

verifs →

SP

~~Must be set
per Eng. Plans.~~

11. The proposed subdivision shall comply with the Sensitive Areas Ordinance as outlined in KCC 21A.24. Permanent survey marking, and signs as specified in KCC 21A.24.160 shall also be addressed prior to final plat approval. Temporary marking of sensitive areas and their buffers (e.g., with bright orange construction fencing) shall be placed on the site and shall remain in place until all construction activities are completed. Need copy of low quality worksheet "addressing" perm. cons & signs

SP

12. The following note shall be shown on the final engineering plan and recorded plat:

RESTRICTIONS FOR SENSITIVE ARA TRACTS AND SENSITIVE AREAS BUFFERS

Dedication of a sensitive area tract/sensitive area and buffer conveys to the public a beneficial interest in the land within the tract/sensitive area buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive areas and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the

tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Development and Environmental Services, or its successor agency, unless otherwise provided by law.

The common boundary between the tract/sensitive area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a lot subject to the sensitive area tract/sensitive area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed.

No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

SP
13. All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.

SP
14. The Applicant or subsequent owner shall comply with King County Code 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The Applicant has the option to either: (1) pay the MPS fees at the final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS) have been paid;" if the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.

15. Suitable recreation space and facilities shall be provided consistent with the requirements of KCC 21A.14.180 and .190.

SP
An overall conceptual recreation space plan shall be submitted for review and approval by DDES, with the submittal of the engineering plans. This plan shall include location, area calculations, dimensions, and general improvements. The approved engineering plans shall be consistent with the overall conceptual plan.

SP
A detailed recreation plan (i.e., landscape specs, equipment specs, etc.) consistent with the overall conceptual plan, shall be submitted for review and approval by DDES and King County Parks prior to or concurrent with the submittal of the final plat documents.

SP
A performance bond for recreation space improvements shall be posted prior to recording of the plat.

SP

16. A homeowners' association or other workable organization shall be established to the satisfaction of DDES to provide ownership and continued maintenance of the recreation facilities, associated landscaping, and sensitive areas tracts.

SP

17. The following condition shall apply to implement the P-suffix conditions to this property:

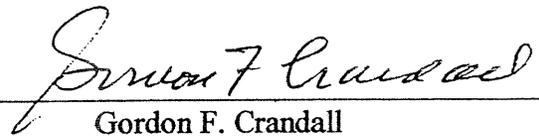
Need copy of P-cond.

ESP-P20 (Seasonal Clearing and Grading Restrictions): Clearing and grading shall not be permitted between October 1 and March 31. All bare ground must be fully covered or revegetated between these dates. Deviations from these standards may be allowed based on a special study prepared by a qualified forester with expertise in windthrow or tree disease. Certain exemptions apply for such situations as emergencies and routine maintenance of public agency facilities.

SP

18. Lots within the Cedar Park subdivision are subject to King County Ordinance 10162 and Ordinance 12532, which imposed impact fees to fund school system improvements needed to serve new development. As a condition of final approval, fifty percent (50%) of the impact fees due for the plat shall be assessed and collected immediately prior to recording, using the fee schedules in effect when the plat received final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.

DATED this 26th day of October, 1999.



Gordon F. Crandall
Hearing Examiner



**King County
Department of Development
and Environmental Services**

900 Oakesdale Avenue Southwest
Renton, WA 98055 1219

February 13, 2001

Matt Mathes
Special Projects Planner
City of Sammamish
PMB 491
704 - 228th Avenue Northeast
Sammamish, WA 98053

RE: Plat of Cedar Park (DDES File No. L96P0027)
Recreation Space Plan, Activity No. L01MI029

Dear Mr. Mathes:

Pursuant to Section 2.5 of the interlocal agreement between King County and the City of Sammamish, the Land Use Services Division (LUSD) is transmitting to the City the following recommendation concerning the proposed final recreation plan for the plat of Cedar Park.

Pursuant to conditions contained in the November 1999 Hearing Examiner's report, the applicant submitted a landscape/recreation plan for review on February 6, 2001 (copies enclosed). Note, the location and layout of the recreation space was modified as a result of the reconfiguration of the drainage facility per the approved plan change (DDES file no. L00PC178). The Land Use Services Division has completed their review of these plans and recommends approval subject to the following conditions:

- The equipment (plat structures, benches, etc.) shall meet at a minimum, Consumer Product Safety Standards and be appropriately anchored.
- The applicant is responsible for posting a performance bond (\$86,560.), which includes 30% contingency, prior to final recording of the plat. The bond amount includes landscaping, equipment, surfacing materials, fencing, etc.

After you have completed your review of this matter, please send us 2 copies of your decision and approved plans for our records. If you have any questions regarding this project, please call me at (206) 296-7167.

Sincerely,

Kim Claussen, Planner III
Current Planning Section

Cc: Sara Slatten, Cam-West Development
Denise Liftin, Triad Associates, Inc.
Steve Townsend, P.E., Supervising Engineer, Land Use Inspection Section w/enc.
Steve VanPatten, Engineer, Engineering Review Section, LUSD w/enc
FGMU



NORTHEAST SAMMAMISH SEWER & WATER DISTRICT

January 17, 2001

FEB 05 2001

LAND USE SERVICES

Mr. Steve VanPatten
King County Department of Development & Environmental Services
900 Oaksdale Avenue SW
Renton, WA 98055-1219

Subject: Cedar Park Water and Sewer

Dear Mr. VanPatten:

Northeast Sammamish Sewer and Water District entered into a Water/Sewer Developer Extension Agreement (DE) with CamWest Development for the Cedar Park plat on July 30, 1998. The DE was renewed in June 1999 and September 2000. The DE has a term of one year. It may be renewed at the discretion of the District.

Construction of water and sewer facilities is under way. The District is holding a performance bond for this project in the amount of \$330,000. The bond amount is based on the District's engineer's estimate of the cost of the project. Upon completion of the project, water/sewer service will be available to Cedar Park.

If you have any questions, please call.

Sincerely,

Laura Szentes
General Manager

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2001__**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING
FINAL PLAT APPROVAL TO THE PLAT OF COLUMBIA AT SAMMAMISH
HIGHLANDS SUBDIVISION**

WHEREAS, the City Council has received King County's recommendation of approval for the final plat of Columbia at Sammamish Highlands Subdivision (formerly Cedar Park) designated King County File No.L96P0027; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the plat of Columbia at Sammamish Highlands;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the King County Hearing Examiner's October 26, 2001 decision for the preliminary plat of Columbia at Sammamish Highlands, King County File No. #L96P0027, attached hereto and incorporated herein as Exhibit C.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of Greens at Beaver Crest Subdivision, King County File No. #L96P0027

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 7th DAY OF MARCH 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 2, 2001
Passed by the City Council:
Resolution No.:

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Comprehensive Plan Development Process/
Funding for Consultant Services

Meeting Date: March 7, 2001

Date Submitted: March 2, 2001

Originating Department:
Community Development

Clearances:

Action Required:
None – Information Only

 Administration Police

 Public Works Fire

 Community Dev. Attorney
Committee:

Exhibits:
Attachment "A": Comprehensive Plan
Development Process/Program Budget

Budgeted Amount: N/A

Summary Statement:

Staff is appraising the Council on the use of consultant services for the development of the Comprehensive Plan and Development Regulations for 2001-2002. It is intended that the use of consultant services is limited to several technical and procedural tasks that are required under state statute. This will enable staff to focus on and work freely with the Planning Advisory Board on the drafting of the Comprehensive Plan and Development Regulations.

The attached describes the role and responsibilities of the staff, Planning Advisory Board, and consultants during this planning period. The estimated costs for consultant services is \$193,000. The amount available is \$220,903.

Comprehensive Plan Development Process
2001-2002

Staff Responsibilities

Staff, in conjunction with the PAB, will produce the following:

Comprehensive Plan Elements

- Land Use Polices and Goals
 - Residential
 - Commercial
- Sensitive Areas
- Conservation and Open Space
 - Historical Preservation
 - Cultural Resources
- Housing Policies and Goals
- Essential Public Facilities Policies and Goals
- Capital Facilities
 - Transportation (In Transportation Plan)
 - Parks and Recreation (In Parks and Recreation Plan)
 - Schools (Based upon School Districts Capital Facilities Plans)

Revised / Updated Development Codes

- Land Use Matrix
- Land Use Classifications/Elements
- Bulk and Dimensional Standards
 - Density
 - Setbacks
 - Height
- Sensitive Areas Update
 - Wetlands/Creeks
 - Steep Slopes
 - ESA Requirements/Standards
- Housing
 - Housing Tenure and Types
 - General Standards (may be combined with DC matrix)
- Essential Public Facilities
 - General Locational Requirements
 - Siting Standards

Consultant Services

Consultant will deliver the following:

- Community Survey/Public Involvement
 - Develop 2-page survey questionnaire with PAB
 - WEB page development of questionnaire
 - General area-wide mail-out.

- Report on community preference
- Population Capacity Analysis
 - GIS Analysis/Update
 - Report
 - Presentation to PAB/Public
- Land Use Inventory
 - Data Compilation (GIS)
 - Field Verification (use of interns, volunteers or PAB members).
 - Report
 - Presentation to PAB/Public
- Transportation
 - Refine/update Transportation Model
 - Capital Facilities
 - Concurrency Management System
- Draft and Final Comprehensive Plan/Development Regulations
Environmental Impact Statement

PROGRAM BUDGET FOR CONSULTANT SERVICES.

<i>FUND</i>	<i>2001</i>	<i>2002</i>
<i>Planning 558-60-41-00</i>	41500 (100%)	36500 (100%)
<i>Building 559-20-41-00</i>	36400 (42%)	50000 (45%)
<i>Public Works (Transportation Plan)</i>	47500	5000
<i><u>Total Available</u></i>	127401	93502

2001/2002 Adopted Budget

Consultant Services funds as stated in budget objectives, Community Development Department, Planning Division:

(reflected on pages 131 and 132 of the Budget):

\$193,000

Actual Amount Allocated under Expenditure Detail (Page 138 of the Budget):

\$78,000

Balance from other available funds (Building Division and Public Works):

\$86,400 (Building, Professional Services)

\$52,500 (Public Works)

Total Available: **\$220,903**

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Contract for Services with Center Court Surfacing.

Meeting Date: March 7, 2001

Date Submitted: March 1, 2001

Originating Department: Parks/Recreation

Action Required:

Approve Contract

Clearances:

_____ Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning _____ Attorney

Exhibits:

Committee:

Budgeted Amount: \$9,950

Summary Statement:

Center Court Surfacing to provide repair and resurfacing of the two tennis courts and the basketball court at NE Sammamish Park. Scope of work to include repair of numerous depressions, repair of cracks, and a tree root that is beginning to encroach the tennis courts, sanding and painting all net posts, application of Plexipave Four Coat Surface System with lines on the tennis and basketball courts, and installation of new tennis court nets with center strap.

This project has been identified in the restoration plans of NE Sammamish Park. Completion of the resurfacing project will ensure the safe and enjoyable use of these recreation assets. The resurfacing of these courts at NE Sammamish was identified as a desired improvement in the recent parks and recreation survey.

Recommended Motion:

Approve Agreement for Services Contract with Center Court Surfacing.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Center Court Surfacing

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$9,950

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. **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: _____

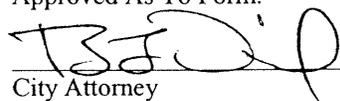
Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk



City Attorney



Center Court Surfacing

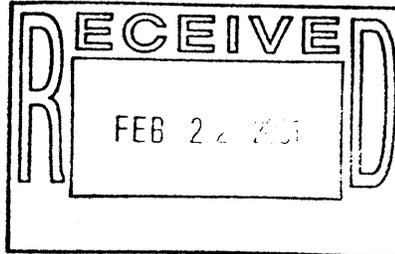
9235 NE 142nd St., Bothell, WA 98011
15817 NE 59th Way - Redmond, WA 98052

Phone: (425) 881-5535 • Fax: (425) 881-5535
820-4688 820-4688

Exhibit "A"

February 22, 2001

City of Sammamish
Attn: Jeff Watling
Phone: 425-836-7907
Fax: 425-898-0669



Dear Mr. Watling:

Center Court Surfacing is pleased to present this bid proposal for the repair and resurface of the two tennis courts located at Northeast Sammamish Park. Upon inspection, there are numerous depressions, some cracks and a root from a evergreen tree that needs to be cut outside the fence. Also the net posts would be sanded and painted with a Rustoleum paint. Please find below the specifications and terms for this work.

Specifications (Four Coat Plexipave Resurface System with Lines)

1. Pressure wash entire court surface area with minimum 3000 psi pressure washer.
2. Patch and repair all needed areas.
3. Sand and paint net posts.
4. Apply one coat of acrylic resurfacer over entire court surface areas.
5. Apply two Plexipave colored filler coats over entire court surface area.
6. Apply one Plexipave fortified finish coat over entire court surface area.
7. Lines: Accurately layout, tape, prime, and apply two coats of textured white line paint per USTA standards.

Terms

Plexipave Four Coat Surface System with Lines: \$ 6,850.00**

Optional:

- ✓ • If the City is interested, we could clean and restripe the adjacent basketball court with key and three point line for an additional \$375.00**.
- ✓ • If an acrylic surface with lines was desired on the basketball court (approximate size: 2500 square feet), this could be done for an additional \$2500.00**.
- ✓ • New net with center strap (installed): \$195.00** each.

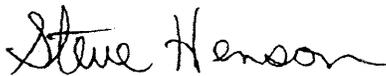
**Plus applicable Washington State Sales Tax

• Tennis Court Construction • New Surfacing • Resurfacing • Playcourts • Striping •

The Plexipave System has been used on over 3000 courts throughout the Pacific Northwest over the past 30 years. The typical Plexipave surface will last 7 to 10 years before requiring resurfacing. Courts we have done near you include Skyline High School, Issaquah and Liberty High Schools in Issaquah, and the courts located at Snoqualmie Ridge Golf development. A complete reference list, along with a Plexipave brochure and color chart can be provided upon request.

If you agree with the above terms and specifications, please sign the acknowledgment below. Please contact me at 425-820-4688 with any questions.

Sincerely,



Steve Henson
Center Court Surfacing
WA Contractors Lic. #CENTECS061KB

Acceptance:

Accepted by: _____ Date: _____

Title: _____

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.: _____

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 Robert W. Droll

Meeting Date: March 7, 2001

Date Submitted: March 1, 2001

Originating Department: Parks/Recreation

Action Required:

Approve Contract

Clearances:

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

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

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

Exhibits:

Committee:

Budgeted Amount: \$11,500

Summary Statement:

Robert W. Droll and staff of Landscape Architects will provide the design and site work for the restoration of the play areas at Pine Lake and NE Sammamish Parks. Scope of work to include preparation of the site map for each site, preliminary design of the play areas, and the preparation of the bid documents and advertisements for construction and play facility components.

This project has been identified in the restoration plans of NE Sammamish Park and Pine Lake Park. Once design and site work are complete, bidding for play components and construction will take place. Overall cost of this Capital Improvement is \$230,000. Completion of the Play Area Restoration projects will ensure the safe and enjoyable use of these recreation assets.

Recommended Motion:

Approve Agreement for Services Contract with Robert W. Droll.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Robert W. Droll, Landscape Architect, PS

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Robert W. Droll, Landscape Architect, PS, hereinafter referred to as the "Consultant."

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$11,170

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. **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.

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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: _____

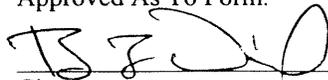
Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk



City Attorney

Sammamish Parks & Recreation Department
Play Facilities Improvements *Project Scope of Work / Fee*
Pine Lake Park & Northeast Sammamish Park

Exhibit "A"

#	Tasks	Total	Bob Droll		Land. Arch. III		Clerical	
			hours	total	hours	total	hours	total
1	Meet w/ Client & Prepare Site Map of each site	\$ 2,060.00	6	\$ 540.00	18	\$ 1,170.00	10	\$ 350.00
2	Prepare Site Improvements Contract Documents	\$ -		\$ -	0	\$ -	0	\$ -
	Preliminary Design	\$ 610.00	1	\$ 90.00	8	\$ 520.00	0	\$ -
	Layout, Grading & Storm Drainage Plan							
	Plan	\$ 2,000.00	2	\$ 180.00	28	\$ 1,820.00	0	\$ -
	Details (1 Sheet)	\$ 610.00	1	\$ 90.00	8	\$ 520.00	0	\$ -
	specifications/project manual	\$ 1,200.00	1	\$ 90.00	16	\$ 1,040.00	2	\$ 70.00
	estimate of probable cost	\$ 350.00	1	\$ 90.00	4	\$ 260.00	0	\$ -
	Permitting coordination	\$ -	0	\$ -	0	\$ -	0	\$ -
3	Site Improvements Bid Advertisement, Bidding & Negotiations-Award	\$ 130.00	0	\$ -	2	\$ 130.00	0	\$ -
4	Play Facility Components Furnish and Installation Bid Preparation	\$ -						
	Prepare Play Facility Components							
	Special Provisions	\$ 610.00	1	\$ 90.00	8	\$ 520.00	0	\$ -
	Prepare specifications/project manual	\$ 1,200.00	1	\$ 90.00	16	\$ 1,040.00	2	\$ 70.00
	estimate of probable cost	\$ 350.00	1	\$ 90.00	4	\$ 260.00	0	\$ -
5	Play Facility Components Bid Advertisement, Bidding & Negotiations-Award	\$ 260.00	0	\$ -	4	\$ 260.00	0	\$ -
6	Project Management, Communications & Correspondence	\$ 490.00	1	\$ 90.00	4	\$ 260.00	4	\$ 140.00
7	Construction Observation & Inspection	\$ -	0	\$ -	0	\$ -	0	\$ -
Tasks Subtotal		\$ 9,870.00		\$ 1,440.00		\$ 7,800.00		\$ 630.00
Direct Expenses (plots, bid document reproduction, mail, mileage, etc.)		\$ 1,300.00						
Subconsultant Administration @ 10%		\$ -						
Professional Services Fee Total		\$ 11,170.00						
Overall Play Area Restoration Project Budget		\$ 240,000.00						
Professional Services Fee as percentage of Mandated Budget		4.65%						
Construction Budget for both parks		\$ 228,830.00						
Assumed Construction Budget Allocation for Northeast Sammamish Park		\$ 70,937.30						
Assumed Construction Budget Allocation for Pine Lake Park		\$ 157,892.70						

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.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Consultant Services Agreement
Comprehensive Plan Development, Phase 1

Meeting Date: March 2, 2001

Date Submitted: March 7, 2001

Originating Department:
Community Development
Clearances:

Action Required:
Approval of Consultant Services Agreement

_____ Administration _____ Police

_____ Public Works _____ Fire

_____ Building/Planning _____ Attorney

Exhibits:
Draft Contract

Committee:

Budgeted Amount:

Summary Statement:

The first phase of the development of the comprehensive plan involves three essential tasks: A community involvement program; a land use inventory; and, a 20-year population capacity analysis and population projection.

The City reviewed eight proposals from interested consultants. An interview panel consisting of the Community Development Director, the Planning Manager and Mr. John Rose, Chairman of the Land Use Subcommittee of the Planning Advisory Board interviewed, three consultant teams. Based upon the interviews, the interview panel selected EDAW, Inc. of Seattle, to undertake Phase 1 of the Comprehensive Plan development for an amount not to exceed \$68,747. Sufficient funds are available to accomplish this project.

Recommended Motion:

Staff recommends approval of the agreement.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: EDAW, Inc.

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

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

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

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

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

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

The City shall pay Consultant :

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "___"

X A sum not to exceed **\$ 68,747 (SIXTY EIGHT THOUSAND SEVEN HUNDRED FORTY SEVEN DOLLARS), EXHIBIT "A-1"**

___ 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 August 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 agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the Consultant's negligent acts, errors or omissions and those Consultant's agents, employees, subconsultants, representatives or anyone for whom the Consultant is legally liable.

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

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 \$1,000,000 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 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, 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's 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 \$1,000,000 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, shall be delivered to the City within seven 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.

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
486- 228th Avenue NE, ~~PMB 491~~
Sammamish, Washington 98053
Phone number: (425) 898-0660

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

EDAW, Inc.
1505 Western Avenue
Suite 601
Seattle, WA 98101

Phone Number: (206) 622-1176

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:

City Clerk

Approved As To Form:

City Attorney

**CITY OF SAMMAMISH COMPREHENSIVE PLAN DEVELOPMENT
PHASE 1
SCOPE OF WORK**

TASK 1: LAND USE INVENTORY

The land use inventory is a critical step in the planning process to provide a baseline defining actual uses. The inventory requires a substantial amount of organization of existing data (aerial photographs, GIS data layers, assessor parcel information, recent subdivision information, and similar data) in a form to be used by the field crews. The land use inventory data form will be developed by EDAW and approved by the City staff. To maximize the value of the inventory, EDAW proposes to gather the following specific information in addition to standard survey data:

1. Housing conditions evaluation of aging neighborhoods for use in developing housing strategies to meet low and moderate income housing requirements;
2. Specific types of businesses in the commercial area for use in the traffic analysis; and
3. Vacant lands for use in future capacity analysis.

1.1 Develop Inventory Forms

EDAW will develop the basic land use data inventory form to be used in the field. A paper form is preferred to the use of computers in the field so that there is a permanent record. This form will be developed to capture the information indicated above as well as standard land use information. Desired format is a single letter-sized sheet. The draft form will be presented to City staff for review, comment, and approval prior to use.

1.2 Land Use Inventory Field Work

While the field inventory form is under development, EDAW will be organizing the interns responsible for the fieldwork, as well as defining a strategy for the fieldwork logistics. This preliminary planning includes gathering the basic GIS data related to tax assessor parcels, existing zoning, hydrology, and the City's road network. It also includes gathering digital aerial photography imagery rectified to GIS coordinates from PSRC. The City's assistance will be required for this last task, as these data are typically released only to local jurisdiction staff.

The City will provide tax assessor parcel records, in digital format, at least 2 weeks prior to start of land use inventory fieldwork. Using available resources of

the Suburban Cities Association, City staff will be responsible for gathering these records and delivering them to EDAW in a useable format, such as an Excel or Access database. (PDF files are not usable for this effort.) A complete set of paper copies should be delivered as well. Only those parcels included in this assessor parcel database will be inventoried under this scope of work.

Once the basic fieldwork strategy is in place, fieldwork will begin. It is envisioned that fieldwork will be accomplished by pairs of interns working in teams. Christiana Carr, an EDAW staff member experienced in gathering land use inventory data, will supervise these interns. Most fieldwork will be conducted by car, although areas of commercial concentration and higher density residential use may be inventoried on foot. A single data inventory form will be completed for each tax assessor parcel. As a general parameter, we have estimated that approximately 1,000 hours of intern time will be needed. This time may vary greatly, depending on actual conditions that are encountered in the field and the skill level of the interns.

EDAW has contacted the University of Washington Department of Urban Design and Planning to discuss the use of planning students for this effort. The department head is interested to work with us and is contacting the Student Association to determine the student's level of interest

1.3 Data Compilation and Mapping

Upon completion of fieldwork, data inventory forms will be entered into an electronic database. This database will be linked to the parcel level GIS database, so that existing land use conditions can be graphically displayed in proper land use colors. This will be a valuable part of the QA/QC process, since problems with either the GIS system or with the land use inventory will show up immediately as blank spots on the map. For this initial stage of the Comprehensive Plan, we anticipate that the existing land use map created through this process will have an accuracy of 95 percent. As the City continues to develop their GIS, the remaining parcels will be confirmed and corrected. EDAW will field check inconsistencies in parcel data related to the field inventory to provide accurate and complete data inventory forms for all tax assessor parcels identified in the city.

1.4 Redevelopable Lands Analysis

The City has also requested that the inventory identify potentially redevelopable lands. Our experience has shown that it is most effective to do this as a second step in the GIS analysis of the inventory, rather than relying on the individual judgments of many different field personnel. We have typically used two criteria for this analysis: 1) residential areas are evaluated for lot size, to determine if zoning permits a greater density of residential units than currently exists, presenting opportunities for future densification; and 2) commercial areas are evaluated using assessed values to determine redevelopment opportunities based on a predetermined ratio of land improvement value as compared to the

underlying land value. We will work with the City to develop appropriate criteria for Sammamish and will conduct the analysis using the GIS database.

Products

- The Land Use Inventory Data Sheet.
- Completed inventory forms on all tax parcels.
- The Land Use Inventory Database.
- Existing Land Use map and data tables.
- Redevelopable Lands analysis map and data tables.

TASK 2.0: COMMUNITY SURVEY

We understand that the Planning Advisory Board (PAB) has determined that the previous visioning efforts need not be supplemented by other visioning meetings. However, they would like a survey to reach a greater number of local citizens and they are interested in a public meeting or charrette. The approach EDAW will use is a modification of the original Option 2 (Community Wide Meetings) presented in section 2.1.2 of our initial proposal. This Task will now be comprised of: 1) a mail-out written survey; 2) a web-based open-end survey, and 3) a single community-wide meeting to review the survey results and to establish directions.

2.1 Mail-Out Survey

EDAW will work with the planning staff and the Planning Advisory Board to develop a simple survey questionnaire to be mailed to City residents. This survey should be limited to a maximum of 20 to 25 questions and 2 pages to assure a good return rate. The survey will be organized in an attractive manner designed to be as user-friendly as possible to stimulate a maximum response. The questionnaire design will employ devices such as check boxes, and yes/no or multiple-choice questions. EDAW will initiate development of the survey questions based on direction from City staff and provide a draft to staff/PAB for approval before being finalized. Questions will generally be related to determining citizen preferences with regard to future land use patterns, infrastructure needs, and satisfaction with the current conditions in the City. Our costs assume that the City will be responsible for distributing the questionnaire through direct mail or through inclusion in a city newsletter, water bill, or other mail out to all households in the City. If the City prefers to do a more limited mailing, we can advise staff on how to define a random sample of the population that will provide statistically valid results representing the entire population. If desired, the survey forms can be coded to represent up to 4 different geographic areas of the city to determine if preferences vary from one quadrant to another.

2.2 Data Analysis

EDAW will code data and analyze up to 500 survey forms to determine the pattern of responses and the specific concerns of local citizens. This number of responses is more than sufficient to provide statistically valid data representing the full range of citizen views at a 95 percent confidence level (a minimum of 200 is needed to achieve statistically valid results). The data analysis will represent the results in tables, charts, and illustrations as appropriate to information and to make it easy to comprehend.

2.3 Web-Based Survey

Because we anticipate that hundreds of the mail-out surveys will be returned and will be coded for analysis, we recommend that that survey be limited to check box or multiple choice responses. To give local citizens an opportunity to provide narrative responses on topics of their choice, we propose to include e-mail and/or web site addresses for citizens to send in these comments. These narrative comments will be compiled into a single compendium for review by staff, the PAB, and the City Council. No data analysis of the narrative comments is proposed.

2.4 Community Meeting

Following the tabulation of the survey responses and the phone survey, EDAW will meet with the PAB to discuss the format and approach to the community-wide meeting that will present the findings of the survey efforts. We anticipate that the community-wide meeting will be a 2- to 3-hour evening meeting. One outcome of this meeting will be clear identification of issues important to the citizens of Sammamish, and direction for the PAB on how they will use the comprehensive planning process to resolve these issues. EDAW will assist the PAB in facilitating this meeting and will be responsible for preparation of all exhibits necessary to adequately present the findings of the surveys to the public in a clear and readable manner.

Products/Meetings

- A mail-out Survey Questionnaire.
- An internet-based survey questionnaire, to be hosted on the City of Sammamish's server.
- A brief (10-15 page) data analysis report of the mail-out survey responses.
- A compendium of internet responses.
- A community-wide meeting.

TASK 3.0: POPULATION ESTIMATES AND DEVELOPMENT CAPACITY ANALYSIS

3.1 Population Forecast Memo

This Task consists of preparation of a technical memo outlining the potential population level of the City of Sammamish in 20 years. The steps to be taken in preparing this task will include the following:

1. Review of the prior growth allocation by King County's East Sammamish Community Plan to the area now within the City of Sammamish;
2. Consultation with other organizations with an interest in area population forecasts, such as the PSRC, King County demographers, and the real estate industry; and
3. Adjusting the growth projection obtained in step 1 above based on the pace of growth in recent years and predicted trends for the future from step 2 above.

Logical conclusions will be drawn from these data and presented to the City in a Technical Memorandum of approximately 10 pages in length. This memo will play an important part in determining the future population planning target that will be agreed to within the GMA process in King County.

3.2 Development Capacity of Existing Zoning

This task consists of analyzing the City's current capacity for development under the existing zoning. The first step will be to establish a methodology for preparing this capacity development. We will do this based on our recent experience in the cities of Lakewood and Woodinville. We typically develop a separate process for residential and for commercial lands, with open space, public property, and institutional lands exempted from the capacity analysis. Essential to this process will be an understanding of the existing critical areas. Therefore, the City will provide EDAW with the Critical Area coverages in GIS format prior to starting this task. This information will be used to eliminate land areas that otherwise would be assumed developable, resulting in an excess of current development capacity being identified in the City.

In discussions with City staff, EDAW will develop a methodology for this task that can be used in future development capacity analyses to be conducted on the plan alternatives and in the SEPA EIS on the Comprehensive Plan. The methodology will take into account the effect of the identified Critical Areas and buffer areas defined by the City. It will also make extensive use of the Land Use Inventory data, including the identified redevelopable lands. This development capacity analysis will allow the City to determine what level of change in zoning will be needed to meet the population target mandated by the GMA process. It will also provide important baseline data for infrastructure planning, particularly future traffic needs.

Following completion of the Development Capacity projections, a Draft Technical Memorandum will be submitted which summarizes the findings with regard to development capacity. It will also provide a detailed explanation for the Capacity analysis process itself, including diagrammatic illustrations of the various steps in the process. These findings will be presented to the PAB and City staff. This

report will be revised following City comments and a final report on the City's development capacity under current zoning will be submitted.

Products

- A Technical Memo providing a 20 year population estimate.
- A Technical Memo discussing the development capacity of the existing zoning.
- Any GIS files developed for capacity analysis will be delivered to the City

SCHEDULE

In recognition of the City Council's desire to complete the Comprehensive Plan quickly, we are prepared to move rapidly into all three tasks, upon authorization to proceed. Portions of all three tasks can be done concurrently and we have staff available to lead this effort. We propose to coordinate these tasks as follows:

Weeks 1-4

- Land Use Inventory: obtain GIS files, aerials & assessor information, develop inventory methodology and survey forms, select interns
- Population Projections: evaluate County plan and pace of growth, develop population projection/target

Weeks 5-12

- Community Survey: define issues, draft survey instrument, review & revise with PAB distribute mail-out survey and provide web-based survey text
- Land Use Inventory: conduct inventory field work
- Population Projection/Capacity Analysis: evaluate resource lands, develop methodology, review and revise with staff.

Weeks 13-16

- Community Survey: analyze results of survey, prepare for community-wide meeting, hold community wide meeting, coordinate results with staff and PAB
- Land Use Inventory: compile and verify inventory field work, enter into GIS, and provide results to staff and PAB
- Population Projection/Capacity Analysis: analyze capacity of zoning using methodology defined above, present results to staff and PAB.

ASSUMPTIONS AND LIMITATIONS

1. City of Sammamish is responsible for compiling addresses and mailing all survey forms. EDAW can assist with defining methods to conduct a random sample, if desired.
2. City of Sammamish shall deliver to EDAW a complete database of all tax assessor parcel data inclusive of all tax assessor parcels in the city. This database shall be delivered at least 2 weeks prior to the start of the land use inventory field work.
3. City of Sammamish will work with East Sammamish Water and Sewer District to make available all necessary GIS files.
4. EDAW will code and analyze up to 500 data inventory forms. If additional forms are returned, we will work with the City to determine if coding is desired and how this can be handled.
5. EDAW has provided for one round of review of each document by the City before it is finalized. All comments by City reviewers must be reconciled and consolidated.
6. This aggressive schedule also requires that sufficient volunteers/interns (10 minimum) are available to conduct the land use inventory. EDAW will make every effort to obtain volunteers from UW Department of Urban Planning and Design, but cannot guarantee that it will be able to do so at this time. The City may need to solicit local citizens for additional volunteers.

COST PER TASK - SAMMAMISH COMPREHENSIVE PLAN DEVELOPMENT, PHASE 1

TASKS ESTIMATED EDAW STAFF HOURS

TASKS	Princl		Editor &		Admin/		CADD/GIS	Total Hours
	Planner	Sr. Planner	Jr. Planner	Finance	WP			
1 SURVEY/PUBLIC INVOLVEMENT								
Meet to strategize questionnaires	8	8						16
Prepare questionnaires, review & revise	2	10	16	2	2			32
Mount Web version/advise on mail-out		8				4		12
Tabulate/code results & analyze		8	60					68
Compile web-based survey	2	2			8	2		14
Prepare report, revise & finalize	2	4	16		6			28
Workshop with PAB/Community	12	24				8		44
Project set up & admin	2	2			4			8
Subtotal Hours	28	66	92	2	20	14		222
rates	\$170	\$110	\$65	\$79	\$65		\$83	
Subtotal costs	\$4,760	\$7,260	\$5,980	\$158	\$1,300		\$1,162	\$20,620
2 LAND USE INVENTORY								
Kickoff meeting/Scope refinement	4	4						8
organize approach/prepare inventory form	2	8	8					18
Train and supervise interns	4	16	80					100
Prepare database/GIS link		16	16			60		92
Analyze Redevelopable Lands	2	16				24		42
Present Results to staff and PAB	4	8						12
Project Admin		2			2			4
Subtotal Hours	16	70	104	0	2	84		276
rates	\$170	\$110	\$65	\$79	\$65		\$83	
Subtotal costs	\$2,720	\$7,700	\$6,760	\$0	\$130		\$6,972	\$24,282
3 POPULATION PROJECTIONS								
Obtain data from KC		4						4
Research recent and projected growth rates		4	8					12
Prepare population projection memo	2	12	12	2				28
Establish model to evaluate current development capacity		16				16		32
Evaluate resource lands and sensitive areas		16				16		32
Evaluate development capacity	4	24				40		68
Present Results to staff and PAB	4	4						8
Prepare development capacity memo - draft and final	2	12		4		16		34
Subtotal Hours	12	92	20	6	0	88		218
rates	\$170	\$110	\$65	\$79	\$65		\$83	
Subtotal costs	\$2,040	\$10,120	\$1,300	\$474	\$0	\$7,304		\$21,238
TOTAL LABOR COSTS	\$9,520	\$25,080	\$14,040	\$632	\$1,430	\$15,438		\$66,140

COST TASK - SAMMAMISH COMPREHENSIVE PLAN DEVELOPMENT, PHASE 1

EXHIBIT "A-1"

TASKS ESTIMATED EDAW STAFF HOURS

EDAW EXPENSES

		Notes
Computer charge(\$2/labor hour)	\$1,432	Costs are estimates only. Expenses billed on a reimburseable basis up to a maximum of 5% of the contract total shown above.
Travel(20 trips@30 miles rt @ \$.325/mile)	\$195	
Misc expenses (phone/fax/copies/film) est.	\$300	
Reprographics est.	\$200	
Plotting charges(est. @ 12 SF * \$2 * 20 plots)	\$480	
SUBTOTAL	\$2,607	

SUBCONSULTANT COSTS

		Notes
U of W student interns or other field staff		Up to 1,000 hours of time may be needed at a rate of \$10.00/hour-paid directly by City.
Earthtech (minimal GIS assistance)		Up to 20 hours of time may be needed to assist with GIS - to be provided under their existing contract.
5% Handling on sub fees	0	No charge in this category, unless the above items are channeled through the EDaw contract.
SUBTOTAL FOR SUBCONSULTANTS	0	

TOTAL FEE FOR PHASE 1 SERVICES

\$68,747

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.

Corporation Partnership
 Government Consultant Other (please explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

