

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
March 21, 2001**

Wednesday, March 21, 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>	
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	8:10 pm
a) Claims for period ending March 21, 2001 in the amount of \$376,275.72	
b) Payroll for pay period/pay date March 20, 2001 in the amount of \$71,072.99.	
6. Public Hearing	8:15 pm
a) An ordinance of the City of Sammamish, Washington, declaring public use and necessity for land and property to be condemned as required for the street widening project on 228th Avenue SE; authorizing payment therefore from the City's transportation Capital Improvement Program Fund; and declaring an emergency	
7. Unfinished Business	

8. New Business

- a) **Hardship Exception to Land Use Moratorium/
Plateau Church (Tabled from Last Meeting)** **8:35 pm**

- b) **An ordinance of the City of Sammamish,
Washington, rescinding Section 62, Vehicle
Impoundment, of Ordinance No. O2000-52 and
adopting a new Section 62, Vehicle Impoundment
upon arrest of driver for driving while license
suspended or revoked** **8:45 pm**

- c) **Resolution: A resolution of the City of
Sammamish, Washington, making Ordinance
No. O2001-78 applicable to the 228th Avenue
Phase 1b project** **8:55 pm**

- d) **Contract: Award contract for supply and delivery of
lighting fixtures for 228th Avenue Phase 1b project.** **9:15 pm**

9. ADJOURN

9:30 pm

CITY COUNCIL ROLL CALL

DATE: 3/21/2001

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



Issaquah School District No. 411

565 NW Holly Street • Issaquah, WA 98027-2899 • (425) 837-7000

Superintendent
Janet N. Barry, Ed.D.

March 29, 1999

Greg Kipp, Director
Department of Development and Environmental Services
900 Oakesdale Avenue SW
Renton, WA 98055-1219

RE: Trossachs Divisions 8 and 9
L97P0035

Dear Mr. Kipp:

It has come to the attention of the Issaquah School District, that the proposed development of Trossachs Divisions 8 and 9 is under review. Several elements under review include traffic & road design, and the amount of onsite and off site parking to be required for Division 9. The resolution of these critical issues will have a direct impact to the safety of students walking to the district's proposed elementary school within Trossachs.

From a student safety perspective, it is the opinion of the district that, Trossachs Boulevard should remain a rural two lane road combined with a separated combined use trail only on the east side of the road way. The trail needs to be connected via crosswalks at intersections within the development. The location needs to be coordinated with the King County Park plans. It is imperative that student safety be the utmost concern when making these policy decisions. We believe that this configuration provides the safest walkway for students.

In regards to onsite parking within Division 9, King County should enforce its current code requirements to ensure that sufficient parking is provide within the development, not off site on the roadway.

If additional information is needed, please contact my office at
(425) 837-7010.

Sincerely,

Douglas R. Snyder
Assistant Superintendent

cc: Janet Barry
Steve Crawford
School Board

*Received at Council Meeting
March 21, 2001
Public Comment*

Board of Directors

Mike Bernard • Barbara de Michele • Constance L. Fletcher • David W. Irons • Mary Scott

MARCH 2001

Meeting Schedule

Updated: 03/16/01

SUN

MON

TUE

WED

THU

FRI

SAT



	1	2	3
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31			

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.

1
7:00 pm
Planning Advisory Board
(at City Hall)

2
7:00 pm
Planning Advisory Board
(at City Hall)

3

10

7
5:30 pm
Public Works Committee
7:30 pm
Regular Council Meeting

9

10

14
7:30 pm
Council Study Session-Cancelled
5:30 pm
Suburban Cities Dinner

15
10 am
Sign Code Hearings (FD #82)
7:00 pm
Planning Advisory Board (Land Use Subcommittee)
(at City Hall)

17

22
10 am-4 pm
Amedson Hearing (Fire Station #82)
7:30 pm
PAB—Transportation Subcommittee
(at City Hall)

24

21
5:00 pm
Finance Committee
7:30 pm
Regular Council Meeting

23

24

28
5:30 pm
Public Works Comm.
6:30 pm
Com. Dev. Comm.
7:30 pm
Study Session
(at City Hall)

29
7:00 pm
Family Summit (at Eastlake H.S.)
7:00 pm
Anderson Plat Hearing

31

10 am-3 pm
Open House
K.C. Dist 12 Rep
David Irons
(City Hall)

30

8 am-4 pm
Open House
K.C. Dist 12 Rep
David Irons
(City Hall)

31

10 am-3 pm
Open House
K.C. Dist 12 Rep
David Irons
(City Hall)

31

10 am-3 pm
Open House
K.C. Dist 12 Rep
David Irons
(City Hall)

APRIL 2001

City Hall Meeting Schedule

Updated: 03/16/01

SUN MON TUE WED THU FRI SAT

1	2	3	4	5	6	7
			4 5:30 pm Public Works Com- mittee 7:30 pm Regular Council Meeting (all at City Hall)	5 7:00 pm Planning Advisory Board (at City Hall)		
			11 7:30 pm Council Study Session (at City Hall)	12	13	14
			18 5:00 pm Finance Committee 6:30 pm Com. Dev. Comm. 7:30 pm Regular Council Meeting (all at City Hall)	19 7:00 pm Planning Advisory Board (Land Use Subcommit- tee) (at City Hall)	20	21
			25 5:30 pm Public Safety Comm. 7:30 pm Council Study Ses- sion (all at City Hall)	26 7:30 pm PAB—Transportation Subcommittee (at City Hall)	27	28
			16 6:30 pm Park & Rec Commission (at City Hall)	17		
			24 7:00 pm Planning Advisory Board— Public Involvement Subcommittee (at City Hall)			
			23			
			30			



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.

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 21, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
Regular Meeting				
Public Hearing	Condemnation of Properties for 228 th Avenue Improvements		Public Works	:20
Exception	Plateau Bible Church		Community Development	:15
Ordinance	Condemnation for properties on 228 th Avenue		Public Works	:25
Ordinance	Impound Procedures		Public Safety	:15
Resolution	Regarding the resurfacing of 228 th and street excavation		Public Works	:15
Interlocal	Sammamish Plateau Water & Sewer/Joint funding of construction and cost sharing for 228 th		Public Works	
Contract	Supply and Delivery of Lighting Fixtures 228 th Avenue Phase 1b		Public Works	

MARCH 28, 2001	ITEM	COMMITTEE DATE	LIAISON	TIME
	Cancelled			

APRIL 4, 2001 ITEM COMMITTEE DATE LIAISON TIME

Regular Meeting

Report	PAB/Park & Recreation Quarterly Report			
Exceptions	Two/Land Use Exceptions		Community Development	
Resolution	Trossachs Division 8 Final Plat Approval		Community Development	:15
Approval	Additional Personnel Positions		Administration	
Contract	Award Bid 228 th Avenue NE		Public Works	
Contract	Droll/Amendment for Skate Park Design		Park & Rec	

APRIL 11, 2001 ITEM COMMITTEE DATE LIAISON TIME

Study Session

APRIL 18, 2001 ITEM COMMITTEE DATE LIAISON TIME

Regular Meeting

Hearing	Surface Water Comprehensive Plan		Public Works	
Ordinance	First Reading: Adopting SWM Comp Plan		Public Works	
Ordinance	First Reading: Adopting SWM Fees		Public Works	



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

Ordinance	Second Reading: Adopting SWM Comp Plan		Public Works	
Ordinance	Second Reading: Adopting SWM Fees		Public Works	

MAY 2, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Regular Meeting

MAY 9, 2001 **ITEM** **COMMITTEE DATE** **LIAISON** **TIME**
Study Session

3/16/01

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

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ITEMS TO BE SCHEDULED - COUNCIL REQUESTED

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

ITEMS TO BE SCHEDULED - STAFF

TYPE	ITEM	COMMITTEE DATE	LIAISON	TIME
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
Ordinance	Second Reading: Parks, Recreation and Open Space.		Parks	
	Storm Water Comprehensive Plan	9/20	Public Works	

Check: 3353	03/21/2001		
Vendor: ACE	Ace Hardware, Inc.	<u>Amount</u>	<u>Invoice No</u>
		75.27	
		75.27	
		37.18	
		5.83	
		61.55	

	Total for Check Number 3353:	255.10	
Check: 3354	03/21/2001		
Vendor: ANDER	Don & Penny Anderson	<u>Amount</u>	<u>Invoice No</u>
		79.30	

	Total for Check Number 3354:	79.30	
Check: 3355	03/21/2001		
Vendor: APWA	American Public Works Assoc	<u>Amount</u>	<u>Invoice No</u>
		110.00	

	Total for Check Number 3355:	110.00	
Check: 3356	03/21/2001		
Vendor: ASAP	ASAP Software	<u>Amount</u>	<u>Invoice No</u>
		1,848.91	1938677

	Total for Check Number 3356:	1,848.91	
Check: 3357	03/21/2001		
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>
		18.60	

	Total for Check Number 3357:	18.60	
Check: 3358	03/21/2001		
Vendor: CAPITAL	Capital Enterprise & Eng Corp	<u>Amount</u>	<u>Invoice No</u>
		77.82	109033
		77.83	109033

	Total for Check Number 3358:	155.65	
Check: 3359	03/21/2001		
Vendor: CBOTHA	Celeste Botha	<u>Amount</u>	<u>Invoice No</u>
		306.08	2111-1
		311.36	2103-1
		155.51	2110-1

	Total for Check Number 3359:	772.95	
Check: 3360	03/21/2001		
Vendor: CH2MHI	CH2MHill	<u>Amount</u>	<u>Invoice No</u>
		1,078.57	3258834

① 337,045.32 }
① 39,230.40 } \$376,275.72

Total for Check Number 3360:			1,078.57
Check: 3361	03/21/2001		
Vendor: CONNER	Conner Homes	<u>Amount</u>	<u>Invoice No</u>
		1,177.38	
Total for Check Number 3361:		-----	1,177.38
Check: 3362	03/21/2001		
Vendor: CONSUP	Cascade Contractors Supply	<u>Amount</u>	<u>Invoice No</u>
		81.64	879212
		81.64	879212
Total for Check Number 3362:		-----	163.28
Check: 3363	03/21/2001		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		39.06	31505910
		37.08	31505890
		43.01	31506130
		94.26	31506160
		94.26	31506160
		188.50	31506160
		2.31	31455851
		232.49	31522000
		100.61	31455730
		100.60	31455730
		58.32	31455730
		48.37	31455850
		45.84	31455770
		418.33	31539340
		17.48	31539281
		151.13	31564270
		41.04	31522001
		149.70	31513930
		336.28	31539280
		76.83	31539250
Total for Check Number 3363:		-----	2,275.50
Check: 3364	03/21/2001		
Vendor: CRAN	GORDON CRANDALL	<u>Amount</u>	<u>Invoice No</u>
		1,914.03	
Total for Check Number 3364:		-----	1,914.03
Check: 3365	03/21/2001		
Vendor: CRYST	Crystal Springs Water Company	<u>Amount</u>	<u>Invoice No</u>
		28.23	291611
		28.23	291611
		94.90	291611
		82.93	380003
Total for Check Number 3365:		-----	234.29

Check: 3366	03/21/2001		
Vendor: CWA	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>
		450.00	01-140
		7,732.01	01-139
		3,755.79	01-135
		6,621.04	01-142
		8,449.33	01-141

	Total for Check Number 3366:	27,008.17	

Check: 3367	03/21/2001		
Vendor: DELL	Dell Marketing L.P.	<u>Amount</u>	<u>Invoice No</u>
		1,086.00	534347927
		1,086.00	534347927
		651.60	534347927
		760.20	534347927
		760.20	534347927
		760.20	534347927
		760.20	534347927
		651.61	534347927

	Total for Check Number 3367:	6,516.01	

Check: 3368	03/21/2001		
Vendor: EASTJOU	Eastside Journal	<u>Amount</u>	<u>Invoice No</u>
		32.50	

	Total for Check Number 3368:	32.50	

Check: 3369	03/21/2001		
Vendor: FRANCO	Francotyp-Postalia, Inc	<u>Amount</u>	<u>Invoice No</u>
		564.00	956529
		25.00	946196
		1,000.00	

	Total for Check Number 3369:	1,589.00	

Check: 3370	03/21/2001		
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>
		111.78	01452.00-1
		44.02	00738.00-2
		479.27	01445.00-1
		1,380.00	00740.00-3
		537.86	00715.00-2
		1,374.04	00689.00-4
		1,177.74	00689.00-4
		1,374.04	00689.00-4
		532.71	00610.00-6
		846.02	00623.00-6
		366.67	00623.01-1

	Total for Check Number 3370:	8,224.15	

Check: 3371	03/21/2001		
Vendor: GTEREP	GTE (Repair)	<u>Amount</u>	<u>Invoice No</u>
		62.74	BR71760

	Total for Check Number 3371:	62.74	
Check: 3372	03/21/2001		
Vendor: HAMPTON	Tressia Hampton	<u>Amount</u>	<u>Invoice No</u>
		75.00	2

	Total for Check Number 3372:	75.00	
Check: 3373	03/21/2001		
Vendor: INCA	Inca Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		65,246.96	25387

	Total for Check Number 3373:	65,246.96	
Check: 3374	03/21/2001		
Vendor: INFO	Inter Forestry Consultants Inc	<u>Amount</u>	<u>Invoice No</u>
		1,862.20	1

	Total for Check Number 3374:	1,862.20	
Check: 3375	03/21/2001		
Vendor: ISSJAIL	Issaquah City Jail	<u>Amount</u>	<u>Invoice No</u>
		165.00	SM10002

	Total for Check Number 3375:	165.00	
Check: 3376	03/21/2001		
Vendor: KCFLEET	King County Fleet Admin	<u>Amount</u>	<u>Invoice No</u>
		883.07	200321
		883.08	200321

	Total for Check Number 3376:	1,766.15	
Check: 3377	03/21/2001		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		721.89	

	Total for Check Number 3377:	721.89	
Check: 3378	03/21/2001		
Vendor: KINGTREA	King County Treasury	<u>Amount</u>	<u>Invoice No</u>
		875.05	

	Total for Check Number 3378:	875.05	
Check: 3379	03/21/2001		
Vendor: KUKER	Kuker-Ranken, Inc	<u>Amount</u>	<u>Invoice No</u>
		333.87	232947
		389.52	232947
		389.52	232947

	Total for Check Number 3379:	1,112.91	
Check: 3380	03/21/2001		
Vendor: LANDER	Landerman-Moore Assc.	<u>Amount</u>	<u>Invoice No</u>
		2,460.83	1482

	Total for Check Number 3380:		2,460.83
Check: 3381	03/21/2001		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		63.53	
		63.53	
		74.39	
		138.92	
		18.28	
		146.45	
		1,569.81	
		23.44	
		190.59	
		728.33	
		173.76	
		4.34	
		4.07	

	Total for Check Number 3381:		3,199.44
Check: 3382	03/21/2001		
Vendor: MOBILE	Mobile Mini, Inc	<u>Amount</u>	<u>Invoice No</u>
		334.66	4243120

	Total for Check Number 3382:		334.66
Check: 3383	03/21/2001		
Vendor: MRT	Mr. T's Trophies	<u>Amount</u>	<u>Invoice No</u>
		22.05	

	Total for Check Number 3383:		22.05
Check: 3384	03/21/2001		
Vendor: oer	Olympic Environmental Resource	<u>Amount</u>	<u>Invoice No</u>
		6,844.35	
		3,727.50	

	Total for Check Number 3384:		10,571.85
Check: 3385	03/21/2001		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		87.17	975042933000
		38.00	975117624000

	Total for Check Number 3385:		125.17
Check: 3386	03/21/2001		
Vendor: OILCAN	Oil Can Henry's	<u>Amount</u>	<u>Invoice No</u>
		100.97	
		19.27	
		19.27	

	Total for Check Number 3386:		139.51
Check: 3387	03/21/2001		
Vendor: RABANC	Rabanco Connections	<u>Amount</u>	<u>Invoice No</u>
		597.92	195-000306854

597.92 195-000306854

Total for Check Number 3387: 1,195.84

Check: 3388	03/21/2001		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		14,504.03	
		400.00	

Total for Check Number 3388: 14,904.03

Check: 3389	03/21/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		1,612.22	2001-60
		647.08	2001-59

Total for Check Number 3389: 2,259.30

Check: 3390	03/21/2001		
Vendor: SB&MAC	Stewart Beall & MacNichols	<u>Amount</u>	<u>Invoice No</u>
		1,260.00	

Total for Check Number 3390: 1,260.00

Check: 3391	03/21/2001		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		1,768.90	000002403
		363.84	000002403
		1,424.43	000002403
		558.60	000002403
		530.67	000002403
		-456.69	000002403

Total for Check Number 3391: 4,189.75

Check: 3392	03/21/2001		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		13.00	
		43.77	
		43.77	
		92.67	
		108.29	
		108.29	
		133.15	

Total for Check Number 3392: 542.94

Check: 3393	03/21/2001		
Vendor: SPRING	Springbrook Software, Inc.	<u>Amount</u>	<u>Invoice No</u>
		425.00	7101

Total for Check Number 3393: 425.00

Check: 3394	03/21/2001		
Vendor: SUPER	Super Rent	<u>Amount</u>	<u>Invoice No</u>
		107.51	705031
		107.52	705031

Total for Check Number 3394:		-----	215.03
Check: 3395	03/21/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		17.92	330-0074354
		20.91	330-0074354
		20.91	330-0074354
		17.92	330-0075136
		20.91	330-0075136
		20.91	330-0075136
Total for Check Number 3395:		-----	119.48
Check: 3396	03/21/2001		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		10.50	
		1,763.91	
		157.33	
		10.51	
Total for Check Number 3396:		-----	1,942.25
Check: 3397	03/21/2001		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		3,483.90	WR01-111
		2,485.00	WR01-126
Total for Check Number 3397:		-----	5,968.90
Check: 3398	03/21/2001		
Vendor: WESTBANK	Western Bank	<u>Amount</u>	<u>Invoice No</u>
		7,865.00	
Total for Check Number 3398:		-----	7,865.00
Check: 3399	03/21/2001		
Vendor: WESTWAT	Westwater Construction Co	<u>Amount</u>	<u>Invoice No</u>
		149,435.00	
Total for Check Number 3399:		-----	149,435.00
Check: 3400	03/21/2001		
Vendor: WFOA	Wa Finance Officers Assoc	<u>Amount</u>	<u>Invoice No</u>
		200.00	
Total for Check Number 3400:		-----	200.00
Check: 3401	03/21/2001		
Vendor: WILSON	Michael Wilson	<u>Amount</u>	<u>Invoice No</u>
		4,328.00	
Total for Check Number 3401:		-----	4,328.00
Total for Accounts Payable Check Run:		-----	337,045.32

(1)

- PAID -

Check: 3337	03/06/2001		
Vendor: AWCMED	AWC Employee BenefitsTrust	<u>Amount</u>	<u>Invoice No</u>
		12,506.72	
	Total for Check Number 3337:	-----	
		12,506.72	
Check: 3338	03/06/2001		
Vendor: FACNW	Facilitation Northwest	<u>Amount</u>	<u>Invoice No</u>
		1,500.00	
	Total for Check Number 3338:	-----	
		1,500.00	
Check: 3339	03/06/2001		
Vendor: ICBO	Int Conf of Bldg Officials	<u>Amount</u>	<u>Invoice No</u>
		50.00	
	Total for Check Number 3339:	-----	
		50.00	
Check: 3340	03/06/2001		
Vendor: ICMA401	ICMA	<u>Amount</u>	<u>Invoice No</u>
		7,519.69	
	Total for Check Number 3340:	-----	
		7,519.69	
Check: 3341	03/06/2001		
Vendor: ICMA457	ICMA	<u>Amount</u>	<u>Invoice No</u>
		8,102.63	
	Total for Check Number 3341:	-----	
		8,102.63	
Check: 3342	03/06/2001		
Vendor: NATION	Nationwide 457	<u>Amount</u>	<u>Invoice No</u>
		100.00	
	Total for Check Number 3342:	-----	
		100.00	
Check: 3343	03/06/2001		
Vendor: POLINSKY	Michelle Polinsky	<u>Amount</u>	<u>Invoice No</u>
		80.00	
	Total for Check Number 3343:	-----	
		80.00	
Check: 3344	03/06/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		37.21	
		37.22	
	Total for Check Number 3344:	-----	
		74.43	
Check: 3345	03/06/2001		
Vendor: SEAWARD	Ron Seaward	<u>Amount</u>	<u>Invoice No</u>
		306.50	

Total for Check Number 3345: 306.50

Check: 3346 03/06/2001
/endor: WADRS Wa State Dept of Retirement Sy

Amount
8,990.43

Invoice No

Total for Check Number 3346: 8,990.43

Total for Accounts Payable Check Run: 39,230.40

①

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Public Hearing on Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the 228th Ave. Phase 1B Street Widening Project

Meeting Date: 3/21/01

Date Submitted: 3/15//01

Originating Department: Public Works

Action Required: Hold Public Hearing and Adopt ordinance

Clearances:

 Administration Police

 x Public Works Fire

 Building/Planning x Attorney

Exhibits: Ordinance

Committee:

Budgeted Amount: Not applicable

Summary Statement:

This ordinance allows the City to use, if needed, the process of condemnation to acquire right-of-way and easements necessary to construction the 228th Avenue Phase 1B, SE 24th St. to SE 8th , Street improvement project. Adopting this ordinance does not mean the City will advance through the actual stages of condemnation of the properties listed in the ordinance. The Public Works Department fully expects that the City will reach satisfactory settlements with all, or nearly all, of the property owners as it continues negotiations already in progress with property owners. By having this ordinance in place, the City will be able to move forward with the project while providing more time for property owners to negotiate and to provide additional information which might result in a more favorable settlement for the property owner. Passing this ordinance also allows any given property owner, who feels that condemnation processes might produce a better result, to pursue that option. An additional benefit for the public in general, and, in particular, for property owners along the project site, is that passing this ordinance at this time will allow the City to take advantage of this year's construction season and, thereby, avoid costs and disruptions to the public which would occur by having to extend the construction of this project into next year.

Recommended Motion:

Hold public hearing and adopt ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO.O2001-81**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING PUBLIC USE AND
NECESSITY FOR LAND AND PROPERTY TO BE
CONDEMNED AS REQUIRED FOR THE STREET
WIDENING PROJECT ON 228TH AVENUE SE;
AUTHORIZING PAYMENT THEREFOR FROM THE
CITY'S TRANSPORTATION CAPITAL IMPROVEMENT
PROGRAM FUND; AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has previously adopted Ordinance No. O2000-59 authorizing the construction of the street widening project for 228th Avenue SE; and

WHEREAS, the project consists of reconstructing 228th Avenue SE to form a four lane arterial street with a center median, turning lanes, sidewalks, bicycle lanes, street lighting, and signalization; and

WHEREAS, certain land and properties must be acquired in order to provide the necessary right-of-way for construction of the project; and

WHEREAS, efforts are now on-going to acquire the properties necessary for this public use by negotiation and agreement; and

WHEREAS, in the event that negotiated acquisition is not fully successful in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's Transportation Capital Improvement Program (CIP) fund; and

WHEREAS, 228th Avenue is the primary arterial running through the City; and

WHEREAS, the City Council finds that the protection of the public health, safety, and welfare requires that the construction on 228th Avenue be completed as quickly as possible to facilitate the safe movement of traffic, including emergency vehicles;

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

Section 1. Acquisition. Acquisition of the properties generally located on the drawing attached as Exhibit "A," and legally described on Exhibit "B," which are incorporated herein by this

reference, is necessary for the public use of the City's street widening project for **228th Avenue Southeast**.

Section 2. Authorization. The City Attorney is hereby authorized to commence condemnation proceedings for the properties identified in Section 1, above, pursuant to law.

Section 3. Compensation. Compensation to be paid to the owners of the property identified in Section 1, above, and costs of litigation, shall be paid from the City's Transportation CIP fund.

Section 4. 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 5. 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 21st DAY OF MARCH 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Pamela Simmons, Acting City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 15, 2001

Passed by the City Council:

Date of Publication:

Effective Date: March 21, 2001



**ADAMS PROPERTY
TAX LOT #042406-9084**

-  TEMPORARY CONSTRUCTION EASEMENT
-  R/W REQUIRED
-  AGREEMENT TO RECONSTRUCT DRIVEWAY

Diary - Adams

Parcel No. 032406-9011

3/10/01 - I met with Russell Adams out at the site and discussed the plans and compared the plans to the site. He had the following points of interest that either required further clarification.

- The pond retaining wall shows it to be about 8 feet south of the current fence that is located on the Swan property. This "new" wall looks to be located on the property line per the design plans but the question remains, is this the true property line. All these years Mr. Adams probably thought the property line is where the fence line is and we need to straighten this issue out.
- Mr. Adams would like a copy of the pond design (interested in depth) due to his home having a basement.. implied drainage concerns.
- His mailbox is located on the other side of the street, who would he contact to have it relocated to his side of the street after construction. He doesn't want to cross four lanes of traffic and a median to get to his mailbox.
- His "berm" is actually a rockery and he wants it relocated to directly behind the back of sidewalk/property line. King County agreed to do this when they originally negotiated with him.

Linda Lane

3/12/01 – Gary Wheeler is going to check on the pond design in relationship to the property line.

3/14/01 – Sent Mr. Adams a copy of the pond design.



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

January 5, 2001

Russell and Kim Adams
P.O. Box 730A
Anacortes, WA 98221-0730

**RE: City of Sammamish
228th Avenue Phase 1B – SE 24th St to SE 8th St – Improvement Project
Tax Parcel No. 042406-9084**

Dear Mr. & Mrs. Adams:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's compensation offer is \$950.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Yard Improvements	\$250.00
Temporary Construction Easement 1,010 SF @\$7.00 per SF (10%)(1 yr.)	\$707.00
Total Just Compensation (rounded)	\$950.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to Erin Allen of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. If you have any questions concerning the construction, right of way plans, or acquisition details, please contact Erin Allen (206) 715-7070.

Linda Lane

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

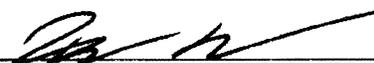
Sincerely,



~~Erin Allen~~ Linda Lane
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged:  Date: 3/10/01
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

ADMINISTRATIVE OFFER SUMMARY

PROJECT: City of Sammamish, 228th Avenue SE - Phase 1B

OWNERS NAME: Russell and Kim Adams

PROPERTY LOCATION: 2015 228th Avenue SE, Sammamish, WA

BEFORE AREA: 14,870 sf AFTER AREA: 14,870 sf

ACQUISITION AREA (1 year)
FEE: 0 sf Temp. Constr. EASEMENT: 1,010 sf
(area) (type) (area)

CURRENT USE: Residential ZONING: R4

HIGHEST & BEST USE: Current Use

EFFECTS OF ACQUISITION: The subject property is currently improved with a single family residence and various yard improvements. The partial acquisition will not directly impact any of the major improvements. However, there are some yard improvements that are directly in the acquisition area that will be impacted by the project. These yard improvements consist mainly of shrubs. Due to the size and depth of the subject property and the project characteristics, there appears to be no damages to the "Remainder".

SALES RELIED ON: L-8, L-9, & L-18 (contained in Addenda)

ACQUISITION COMPENSATION

FEE

LAND:

None \$ 0
(area) (unit value)

IMPROVEMENTS:

Yard Improvements \$ 250
(type and size) (unit value)

EASEMENT: (Temporary Construction)

1,010 sf @ \$7.00/sf (10%)(1yr.) \$ 707
(unit value)

DAMAGES:

None \$ 0

TOTAL:

\$ 950 (rounded)

Sheet 3 of 10 Sheets

Parcel 41

Plan Approval Date 9/18/2000 Revision Date Redline Worksheet Date 12/5/2000

Prepared By: James L. Hoss, MAI, SR/WA Date: 12/15/2000

I concur in the value estimate herein and authorize an Administrative Offer be made in said amount.

James L. Hoss
City of Sammamish

12/26/00
(Date)

This form is prepared in conformance with WSDOT policy and procedures. It does not constitute an appraisal as defined by the USPAP.

Federal Aid # N.A.

Parcel # 41

Exhibit "A"

TAX ACCOUNT NO. 042406-9084
ADAMS PROPERTY

**TEMPORARY CONSTRUCTION EASEMENT
Legal Description**

A STRIP OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES BEING THE WEST 10 FEET OF THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION, 1069.65 FEET NORTH OF THE SOUTHEAST CORNER THEREOF;
THENCE WEST 178.46 FEET; THENCE NORTH 110.00 FEET;
THENCE EAST TO THE EAST LINE OF SAID SUBDIVISION;
THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN 228TH AVENUE SOUTHEAST RIGHT-OF-WAY;

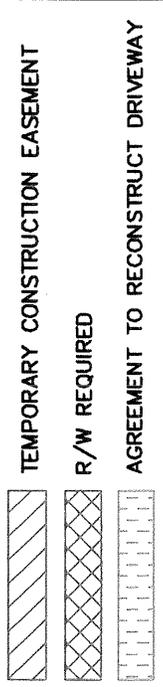
TOGETHER WITH AN UNDIVIDED 1/12 INTEREST IN AND TO THAT PORTION OF SAID GOVERNMENT LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION, 884.55 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 81°41'30" WEST 512.72 FEET; THENCE NORTH 23°42'30" EAST 241.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°17'45" EAST 42.85 FEET; THENCE NORTH 23°42'30" EAST 44.04 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 22 IN BARTELL'S PINE LAKE HOME SITES, AS PER PLAT RECORDED IN VOLUME 35 OF PLATS, PAGE 44, RECORDS OF KING COUNTY; THENCE WESTERLY, ALONG SAID SOUTH LINE, 287.00 FEET, MORE OR LESS, TO THE SHORE LINE OF PINE LAKE; THENCE SOUTHWESTERLY, ALONG SAID SHORE LINE, TO A POINT THAT BEARS NORTH 87°17'45" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°17'45" EAST TO THE TRUE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDIVIDED 3/80 INTEREST IN AND TO THAT PORTION OF SAID GOVERNMENT LOT 1 DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 884.55 FEET NORTH OF THE SOUTHEAST CORNER THEREOF;
THENCE SOUTH 01°41'30" WEST 512.72 FEET;
THENCE NORTH 23°42'30" EAST 241.45 FEET;
THENCE SOUTH 87°17'45" EAST 42.85 FEET;
THENCE SOUTH 23°42'30" WEST 137.96 FEET;

THENCE SOUTH 40°58'20" EAST 50.85 FEET;
THENCE NORTH 81°41'30" EAST 390.00 FEET;
THENCE SOUTH 40.42 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN 228TH AVENUE
SOUTHEAST RIGHT-OF-WAY:

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

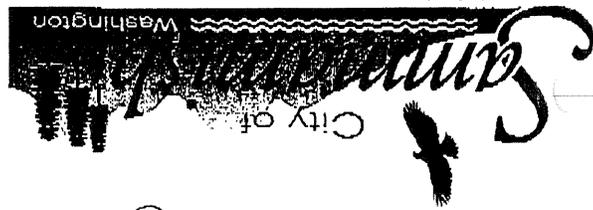


**BELLAMY PROPERTY
TAX LOT #042406-9088**

03/15/01 JAC

Bellamy Diary of Activity for City of Sammamish:

- 1/8/2001 The new design has a bigger impact on the property than we had earlier anticipated. I called Jeff and left message asking him to call me.
- 1/25/2001 I placed a call to Bellamy's and Patricia answered and asked I call when Jeffery was home. I called later and talked to Jeffery Bellamy he expressed concern about the take area because of the potential loss of the trees. He is a new owner and I offered to stop by and give him some aerials and right of Way Plans for the job.
- 2/1/2001 I met with Jeffery and Patricia and Jeffery and showed them the aerials and the right of way sheets along with the finished result of the roadway and how it would enhance the area with its trails lights sidewalks and curbing.
- 2/8/2001 Jeff said he would wait for the offer but felt it should be substantial because so much of the personality of the house depended on the tree cover and screening. He said he wanted to get some ideas on screening so would go out and take pictures of other fences for his consideration.
- 2/26/2001 Jeff called asking about the take and the offer and when he could expect it. I explained that we were waiting on some information to complete the legal and finalize the square footage.
- 3/1/2001 I got new aerials so left one for Jeff on his porch.
3/5/2001 Picked up files from Linda's office to make offers.
3/6/01 I called Jeff and explained the time frame and that I had his offer and also would be asking for a permission and use agreement at the same time..He said he had hired an attorney (Mike Rodgers) and would be giving everything to him. I left the offer and possession and use agreement with Jeff on the 7th and he was to meet with Mike Rodgers the morning of the 9th.
3/7/2001 The offer contained in increase of \$8,000 at the direction of the City (based on loss of trees and screening,etc.)
Jeffery felt the offer was still low and was still going to seek counsel.
- 3/14/2001 Called to talk to Jeffery regarding offer and how the meeting with his attorney went.



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0666

January 5, 2001

Jeffrey D. & Patricia A. Bellamy
22729 SE 16th St
Sammamish, WA 98075

RE: City of Sammamish
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 042406-9088

Dear Mr. and Mrs. Bellamy:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$3,986.00, which includes property rights and improvements, if any. This offer is allocated as follows:

Improvements (Yard)	\$ 200.00
Temporary Construction Easement 1,059 SF @\$7.00 per SF (10%) (1 yr.)	\$ 741.00
Permanent Easement 870 SF @\$7.00 per SF (50% of fee)	\$3,045.00
Total Just Compensation (rounded)	\$3,986.00
(Tree)	\$ 000.00
Additional Impairment (Yard)	11,486.00
Fee Value	

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

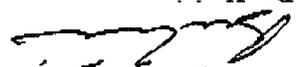
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

ENC.

JR:amr

Sincerely,

John Richter
Right of Way Negotiator
for the City of Sammamish

9905050347;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING AT A POINT 133.6 FEET SOUTH OF THE NORTH LINE AND 42.0 FEET WEST OF THE EAST LINE OF SAID PARCEL; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID PARCEL, 13.0 FEET, THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID PARCEL, 88.7 FEET, THENCE NORTHWESTERLY, 47.4 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL BEING 69.1 FEET WEST OF THE EAST LINE OF SAID PARCEL; THENCE EAST ALONG SAID NORTH LINE, 2.1 FEET; THENCE SOUTHEASTERLY, 83.2 FEET, TO A POINT BEING 42.0 FEET WEST OF THE EAST LINE OF SAID PARCEL AND 54.4 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID PARCEL, 54.4 FEET, TO THE POINT OF BEGINNING;

A STRIP OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: THE WEST 224 FEET OF THE EAST 266 FEET OF THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTH OF THE NORTH 30 FEET THEREOF; EXCEPT THE WEST 108 FEET THEREOF;

TEMPORARY CONSTRUCTION EASEMENT
Legal description:

415910
042406-9088-08

TITLE NO.:
TAX NO.:

EXHIBIT "A"

CONTAINING 869.8 SQ. FEET MORE OR LESS.

9905050347;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER

FEET, TO THE POINT OF BEGINNING;
CURVE AN ARC LENGTH OF 39.6 FEET; THENCE SOUTHEASTERLY, 83.2
HAVING A RADIUS OF 25.0 FEET; THENCE NORTHWESTERLY ALONG SAID
BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST
PARALLEL TO SAID EAST LINE OF SAID PARCEL, 54.2 FEET, TO THE
WEST OF THE EAST LINE OF SAID PARCEL; THENCE NORTHERLY AND
BEGINNING AT A POINT 79.2 FEET SOUTH OF THE NORTH LINE AND 42 FEET

FOLLOWS:

THE WEST 108 FEET THEREOF; MORE PARTICULARLY DESCRIBED AS
WASHINGTON, LYING SOUTH OF THE NORTH 30 FEET THEREOF; EXCEPT
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4,
FEET OF THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE
FOLLOWING DESCRIBED PARCEL: THE WEST 224 FEET OF THE EAST 266
A TRACT OF LAND FOR ROADWAY PURPOSES BEING A PORTION OF THE

Legal description:

PERMANENT EASEMENT FOR ROADWAY PURPOSES

042406-9088-08

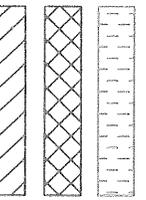
415910

TITLE NO.:
TAX NO.:

EXHIBIT "A"



TEMPORARY CONSTRUCTION EASEMENT
R/W REQUIRED
AGREEMENT TO RECONSTRUCT DRIVEWAY



**BUSHNELL PROPERTY
TAX LOT #042406-9187**

Right-of-Way Diary

Bushnell – Parcel 042406-9187

3/6/01 –

Lee Haro and I met with Mr. Bushnell to discuss the temporary construction easement purchase. We initially sat down with Mr. Bushnell to go over the project, the status of the timing involved and the design plans. Mr. Bushnell brought out his folder from King County in which there was a Deed and a Permanent Slope Easement for approximately the north 168 feet of his parcel adjacent to 228th. He proceeded to tell us that he had not kept on top of the project and was trying to imply that the public would enjoy a treed area far more than a sidewalk improvement. “Who would use it” was his comment.

We then decided to walk the property. Certain stakes were in the ground and it was hard to tell exactly what the survey stakes were notating. One of the stakes was in from the corner and had 45 ft radius written on it. Many of the trees were marked with orange paint. There had been some recent improvements made at the signal and a temporary curb and asphaltting had been placed adjacent to the roadway. Mr. Bushnell felt that this curbing represented his property line when in fact his line is about 10 or 13 feet back from the curb. At this point he thought we were buying property but we were trying to make the point that the property had already been purchased and he was misinformed as to the location of the new property line. Without survey staking it is difficult to make a point with him as to where the exact location of the property line is. His lot is heavily forested in certain places. He proceeded to tell us that he had gotten into an argument with his neighbor to the east when he started cutting trees down and they had to get some of the corners staked. There is a stake below a large fir in what appears to be the southeast corner of his lot. The right of way is wide at 20th so it is difficult to know if this is a corner stake or what.

Mr. Bushnell proceeded to tell us that he is in the middle of a long standing divorce. He does not want to divide the money offered to him for the temporary construction easement in half between himself and his soon to be ex-wife. He feels he owns 100% of the house and does not want to set a precedent by agreeing to divide any of the money. He would prefer that we put improvements on the construction plan (such as fencing and/or landscaping) versus paying him a lump sum of money. He requested that we call his divorce attorney (which I did and left a message). He wants the money deposited into court. The problem lies in that both he and his wife need to sign the paperwork. He said she waited for a long time to sign the county paperwork but finally she agreed. He then told us that he took that money and paid off the loan so that he would own it free and clear (the house).

Thus we have the following problems:

1. Ongoing divorce
2. No real knowledge of property line after County purchase
3. Tree hugger

It would appear that INCA should pull the recorded slope easement (8 feet behind right of way take) that runs adjacent to 228th and see if we can work within the parameters already in place via the King County purchase.

I will fax his attorney the possession and use in addition to the offer letter. Hopefully the attorney can handle real estate matters in addition to divorce decree matters.

Linda Lane

3/12/01 – Gary reviewed the scenario and says we can work with what we have. We do not need anything from Mr. Bushnell.

Linda to order copy of recorded slope easement.

3/14/01 – slope easement copy sent to Gary via fax.

January 5, 2001

Leroy F. & Charlene M. Bushnell
PO Box 1450
Issaquah, WA 98027"

**RE: City of Sammamish
228th Avenue Phase 1B – SE 24th St to SE 8th St – Improvement Project
Tax Parcel No. 042406-9187**

Dear. Mr. and Mrs. Bushnell:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$4,350.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Temporary Construction Easement 5,238 SF @\$4.00 per SF (10%) (1 yr.)	\$2,095.00
Permanent Easement 1,123 SF @\$4.00 per SF (50% of fee)	<u>\$2,246.00</u>
Total Just Compensation (rounded)	\$4,350.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to Linda Lane of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. **If you have any questions concerning the construction, right of way plans, or acquisition details, please contact Linda Lane at (425) 227-6073 or (206) 854-1008.**

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,

Ben Yazici
Public Works Director
City of Sammamish

Sincerely,

Linda Lane
Right of Way Negotiator
for the City of Sammamish

ENC.

LL:amr

EXHIBIT "A"

BUSHNELL
TAX ACCOUNT NO.

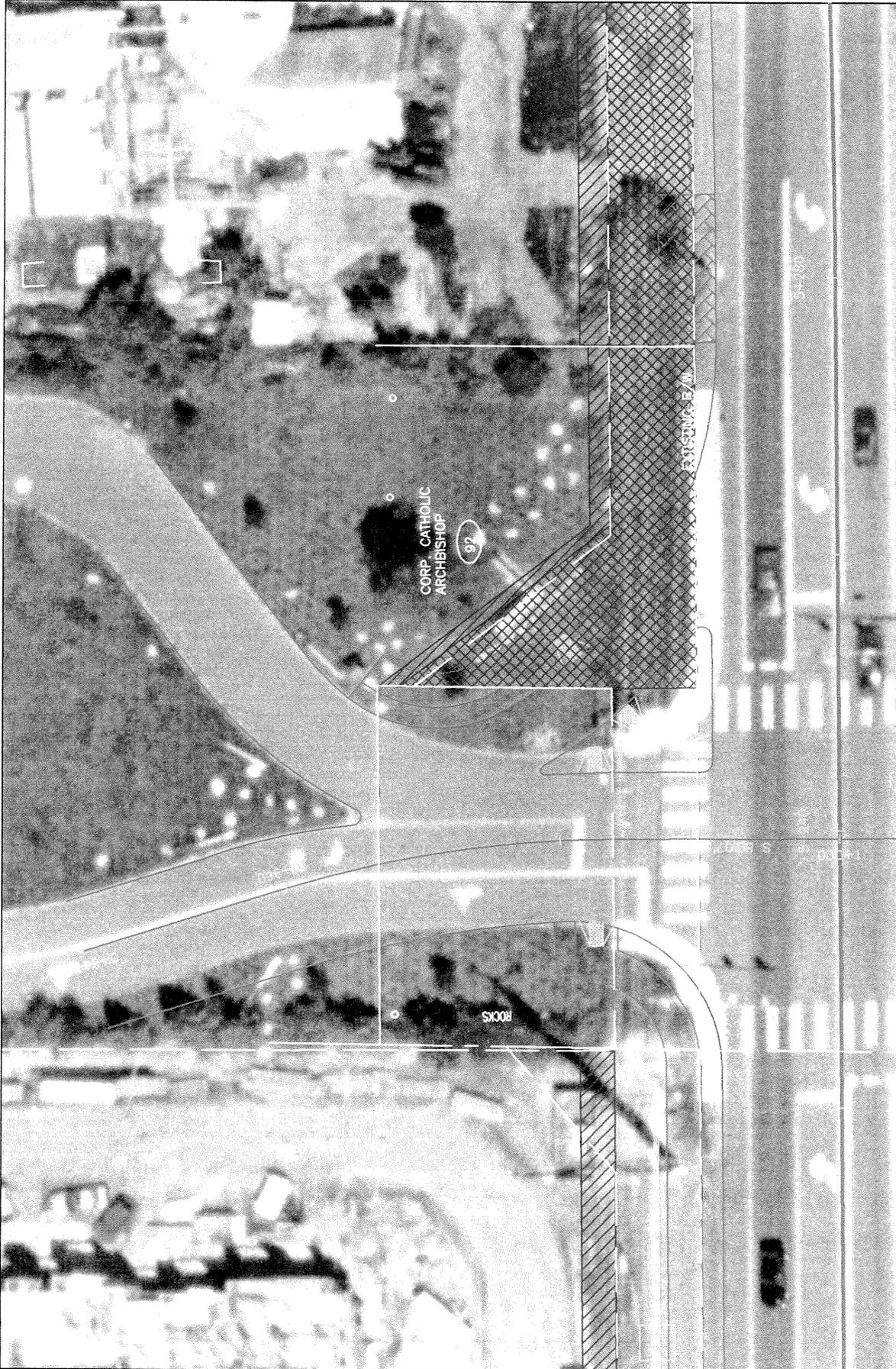
042406-9187

**TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

A STRIP OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: THE WEST 167.5 FEET OF THE EAST 197.5 FEET OF THE SOUTH 330 FEET OF THE NE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON; (BEING KNOWN AS TRACT 4 AS DESIGNATED ON SHORT PLAT NO. 976015 RECORDED ON NOVEMBER 29, 1976 UNDER KING COUNTY RECORDING NO. 7611290643);

TOGETHER WITH THE EAST 10 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND; TOGETHER WITH THAT PORTION LYING SOUTHEASTERLY OF AN ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET; SAID CIRCLE BEING TANGENT TO THE NORTHERLY MARGIN OF SE 20TH STREET AND TANGENT TO THE LINE 40 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF 228TH AVENUE SE;

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL BEING AT THE WEST MARGIN OF THE RIGHT-OF-WAY OF 228TH AVENUE SE; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL, 13 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID PARCEL, 303.6 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 23.6 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL 129.5 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE SOUTH ALONG SAID WEST LINE, 10 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL, BEING ALSO A POINT ON THE NORTH MARGIN OF THE RIGHT-OF-WAY OF SE 20TH ST; THENCE EAST ALONG SAID LINE, 132.5 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 39.3 FEET; THENCE NORTH 303.6 FEET TO THE POINT OF BEGINNING.



- 
 TEMPORARY CONSTRUCTION EASEMENT
- 
 R/W REQUIRED
- 
 AGREEMENT TO RECONSTRUCT DRIVEWAY

CORP. OF CATHOLIC ARCHBISHOP
TAX LOT #042406-9092

DIARY FOR MARY QUEEN OF PEACE CHURCH
SAMMAMISH

<u>DATE</u>	<u>ACTIVITIES</u>
3/14/2001	Nancy Rogers called to ask about the status of the changes she made to the easments. I explained that Lee Haro had them and was reviewing the information and we were in the midst of finalizing the right of way and I would get back to her. Next action: Respond to their counter-offer.
3/12/2001	I called Nancy after our meeting and told her the increase in the money had been accepted and that Lee Haro would be looking over the changes in the documents themselves. Lee would be making the decision and if it was a legal question he would take it to the City Attorney.
3/9/2001	I stopped in the City offices to drop off the counter offer faxed me by Nancy Rogers.
3/9/2001	Nancy Rogers faxed her counter offer to me to give to Lee Haro.
3/7/2001	Nancy Rogers called to ask if the take area had changed since their offer had been made because she noticed the first offer differed from the subsequent and final offer.
3/6/2001	I called Nancy Rogers who said she had just received some information for which she had been waiting
2/27/2001	I faxed information from the appraisal to Nancy for her use to estimate fair market value for the property.
2/12/2001	Nancy Rogers called to introduce herself as the legal counsel for Mary Queen Of Peace Catholic Church and asked that I fax her the offer letter, which I did.
2/9/2001	Dropped the offer off to Brenda at the Church. Brenda said she would forward to the Archbishop's office.
1/25/2001	Lee and I met with a board at the Church and Lee explained the access and details of the impact of the 228th on the church and how it would help the church. Changes were well received and the elimination of all the roundabouts except one was a positive. The board was content that the City had worked hard to meet the earlier voiced needs of the Church facility. Issues of the parking lot and other issues not related to the acquisition of the land along 228th
1/23/01	I dropped off maps and plans to Brenda for their information.



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

February 20, 2001

Donna A. Connell
1515 228th Ave. SE
Sammamish, WA 98075

RE: **City of Sammamish**
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 042406-9091

Dear Ms. Connell:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$8,000.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fcc Value</u>	
Improvements (yard)	\$2,000.00
Temporary Construction Easement 1,794 SF @\$5.20 per SF (10%) (1 yr.)	\$1,000.00
Permanent Easement 1,957 SF @\$5.20 per SF (50% of fee)	<u>\$5,000.00</u>
Total Just Compensation (rounded)	\$8,000.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

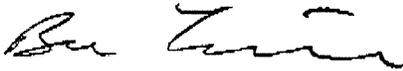
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

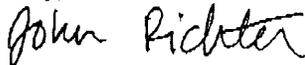
Thank you for your cooperation.

Sincerely,



Ben Yazici
City Manager
City of Sammamish

Sincerely,



John Richter
Right-of-Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

Exhibit
Possession and Use Agreement
Legal Description

EXHIBIT "A"

TITLE NO.: 290910
TAX NO.: 042406-9092-02

RIGHT-OF-WAY

A TRACT OF LAND FOR ROADWAY PURPOSES LOCATED IN THE NE1/4 NE1/4 SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF NE1/4 NE1/4 WITH THE WEST LINE OF THE EAST 30 FEET OF NE1/4 NE1/4; THENCE NORTH ALONG SAID WEST LINE, 81.5 FEET; THENCE WEST AND PARALLEL TO SOUTH LINE OF THE NE1/4 NE1/4 TO A POINT ON THE WEST LINE OF THE EAST 50 FEET OF THE NE1/4 NE1/4; THENCE SOUTH ALONG SAID WEST LINE, 42.2 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF THE NE1/4 NE1/4 WHICH IS WEST OF THE POINT OF BEGINNING 69.8 FEET; THENCE EAST ALONG SAID SOUTH LINE 69.8 FEET TO THE POINT OF BEGINNING; CONTAINING 2,633 SQ. FEET.

THE ABOVE DESCRIBED TRACT BEING A PORTION OF THE FOLLOWING DESCRIBED PARCELS: THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 160 FEET OF THE EAST 544.5 FEET THEREOF; AND EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE SOUTHEAST, AS CONVEYED TO KING COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5544700; TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°28'49" EAST ALONG THE NORTH LINE THEREOF, 1102.18 FEET TO THE WEST LINE OF THE EAST 230.00 FEET OF SAID SUBDIVISION; THENCE SOUTH 0°25'21" WEST ALONG SAID WEST LINE, 200.04 FEET TO THE SOUTH LINE OF THE NORTH 200.00 FEET OF SAID SUBDIVISION; THENCE SOUTH 88°28'49" EAST ALONG SAID SOUTH LINE, 200.04 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SUBDIVISION AS CONVEYED TO KING COUNTY FOR 228TH AVENUE

SOUTHEAST; THENCE SOUTH 0°25'21" WEST ALONG SAID WEST LINE, 414.41 FEET; THENCE NORTH 88°52'59" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 379.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°25'21" WEST, 217.01 FEET TO THE SOUTH LINE OF THE NORTH 160 FEET OF THE SOUTH 10 ACRES OF SAID SUBDIVISION; THENCE NORTH 88°52'59" WEST ALONG SAID SOUTH LINE, 135.00 FEET TO THE WEST LINE OF THE EAST 544.50 FEET OF SAID SUBDIVISION; THENCE NORTH 0°25'21" EAST ALONG SAID WEST LINE, 217.01 FEET; THENCE SOUTH 88°52'59" EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 135 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

TITLE NO.: 290910
TAX NO.: 042406-9092-02

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES LOCATED IN THE NE/14 NE1/4 SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NE/14 NE1/4; THENCE WEST ALONG THE SOUTH LINE OF THE NE/14 NE1/4, 99.8 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY TO A POINT 50 FEET WEST OF THE EAST LINE OF THE NE1/4 NE1/4 AND 39.3 FEET NORTH OF THE SOUTH LINE OF THE NE1/4 NE1/4; THENCE NORTH AND PARALLEL TO SAID EAST LINE, 42.2 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 NE1/4, 5 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF THE NE1/4 NE1/4, 42.2 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF THE NE1/4 NE1/4 WHICH IS WEST OF THE POINT OF BEGINNING 5.1 FEET; THENCE EAST ALONG SAID SOUTH LINE 5.1 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT BEING A PORTION OF THE FOLLOWING DESCRIBED PARCELS: THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 160 FEET OF THE EAST 544.5 FEET THEREOF; AND EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE SOUTHEAST, AS CONVEYED TO KING COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5544700; TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°28'49" EAST ALONG THE NORTH LINE THEREOF, 1102.18 FEET TO THE WEST LINE OF THE EAST 230.00 FEET OF SAID SUBDIVISION; THENCE SOUTH 0°25'21" WEST ALONG SAID WEST LINE, 200.04 FEET TO THE SOUTH LINE OF THE NORTH 200.00 FEET OF SAID SUBDIVISION; THENCE SOUTH 88°28'49" EAST ALONG SAID SOUTH LINE, 200.04 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SUBDIVISION AS CONVEYED TO KING COUNTY FOR 228TH AVENUE SOUTHEAST; THENCE SOUTH 0°25'21" WEST ALONG SAID WEST LINE, 414.41 FEET; THENCE NORTH 88°52'59" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 379.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°25'21" WEST, 217.01 FEET TO THE SOUTH LINE OF THE NORTH 160

FEET OF THE SOUTH 10 ACRES OF SAID SUBDIVISION; THENCE NORTH 88°52'59" WEST ALONG SAID SOUTH LINE, 135.00 FEET TO THE WEST LINE OF THE EAST 544.50 FEET OF SAID SUBDIVISION; THENCE NORTH 0°25'21" EAST ALONG SAID WEST LINE, 217.01 FEET; THENCE SOUTH 88°52'59" EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 135 FEET TO THE POINT OF BEGINNING.



- TEMPORARY CONSTRUCTION EASEMENT
- R/W REQUIRED
- AGREEMENT TO RECONSTRUCT DRIVEWAY

CONNELL PROPERTY
TAX LOT #042406-9091

January 5, 2001

Donna A. Connell
1515 228th Ave. SE
Sammamish, WA 98075

**RE: City of Sammamish
228th Avenue Phase 1B – SE 24th St to SE 8th St – Improvement Project
Tax Parcel No. 042406-9091**

Dear. Ms. Connell:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$40,000.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Improvements (yard)	\$ 960.00
Temporary Construction Easement 1,794 SF @\$4.50 per SF (10%) (1 yr.)	\$ 807.00
Permanent Easement 1,957 SF @\$4.50 per SF (50% of fee)	\$3,914.00
Damages (Proximity)	<u>\$34,319.00</u>
Total Just Compensation (rounded)	\$40,000.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. **In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.**

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,

Ben Yazici
Public Works Director
City of Sammamish

Sincerely,

John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Exhibit "A"
Legal Description
EASEMENT FOR ROADWAY PURPOSES

TAX NO.: 042406-9091

A TRACT OF LAND FOR ROAD PURPOSES BEING THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY; THE EAST 245 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE SOUTHEAST AS CONVEYED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5548563.

CONTAINING 1957 SQ. FEET.

Exhibit "A"
Legal Description
TEMPORARY CONSTRUCTION EASEMENT

TAX NO.: 042406-9091

A TRACT OF LAND FOR TEMPORARY ROAD CONSTRUCTION PURPOSES BEING THE WEST 11.00 FEET OF THE EAST 53.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY; THE EAST 245 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE SOUTHEAST AS CONVEYED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5548563.

City of Sammamish / Donnal Connell Diary

DATE

ACTIVITY

2/2/2001

I called Ms. Connell to let her know about the design and offer to drop off a new aerial and right of way plan. She asked that I mail the information and asked when the offer would be forthcoming. I explained that we were doing all we could and would give her a call as soon as possible.

She cited several issues she had with the Right of Way being so close to her rental homes:

1. Her tenants were moving out because of the impending construction and to re-rent the houses she had to lower the rent by \$100.00 on one house and on the other she had to lower the rent by \$250.00 per month just to keep someone in occupancy during construction.
2. She was opposed to having equipment on her property
3. The loss of trees and screening could not be replaced and compensation would not replace the mature trees.
4. She understood we could use the easement for a staging area and parking overnight and weekends of the heavy equipment.

I asked Ms. Connell to get documentation to support her claims and I would be glad to take it to the City for their consideration as part of the negotiation process.

32/22/01

I picked up the offer and called Ms. Connell for an appointment. She looked at our \$8,000.00 offer and rejected it with a counter offer of \$70,000.00. I asked if she had an appraisal or some information to help me take that kind of counter offer to the City. Her response was that she used to be a realtor and she knew that this kind of project would drive down her property value by 20% and she had an appraisal done in June which said the houses and property was worth \$365,000.00.

I took the information and presented it to the City in a meeting we had later.

3/1/2001

I called Ms. Connell and let her know that her counter offer had been rejected and would she consider coming down and she said no. I mentioned the tight frame and mentioned the possibility of our asking for a Possession and Use Agreement and she said she didn't know.

3/7/2001

I presented the Possession and Use agreement to Ms. O'Connell and she rejected it, and would not sign. After I left her home she phoned the City Manager and said she would take \$30,000.00 if the City would settle. The City Manager talked to Lee and they rejected her new counter offer. Ms. Connell is going to be out of town from March

13 through April 4th then will be gone again from April 14 to May 5th.
Her son is going to be home.

3/5/2001

At the status meeting I was instructed to let her know she should provide evidence of loss and let her know we are willing to work with her if she could work with us to get some justification for her concerns.



- TEMPORARY CONSTRUCTION EASEMENT
- R/W REQUIRED
- AGREEMENT TO RECONSTRUCT DRIVEWAY

**FORBES PROPERTY
TAX LOT #042406-9159**

CITY OF SAMMAMISH / FORBES DIARY

<u>DATE</u>	<u>ACTIVITY</u>
12/29/2000	I returned Mr. Forbes call explaining that the offers had not come in yet and I would call him as soon as I could.
1/15/2001	I called Mr. Forbes and talked about the new design and I offered to drop off the aerial photos and a page of the new plans. We talked about the access he would like to have entering his property from the rear.
1/18/2001	I dropped off the new designs and told Mr. and Mrs. Forbes that the City agreed to the new access.
1/25/2001	I called Mr. Forbes to let him know we are still waiting for the offers.
2/7/2001	I made copies of the new aerial and new R/W prints and left them at the Forbes home. I told them that the Right of Way plans for their access were being worked on.
2/21/2001	I drove to the Forbes and made the offer to them. Mr. Forbes said that he was going to take the offer to the attorney and ask for advice on a counter but felt he should have \$15,000 and said he had talked to Ms. Connell and now she was going to get a lot more. I went over the offer and explained the benefits of the new road and new access to his property. The new fence and other amenities but he still felt he wanted more money and was not compensated enough for his bamboo screen.
2/22/2001	I let Lee know the results of the offer Our offer \$7400
2/23/2001	Mr. Forbes felt he should have \$17,000 rather than the \$15,000 he had asked for.
3/1/2001	Inca gave me the drawing for the access behind the Forbes property and I made copies for Simsay's Attorney and extra copies for Mr. Forbes.
3/3/2001	I delivered the access design to the Forbes and discussed the design with them and they were very pleased with the road and the work the City had done.
3/5/2001	I called to discuss the P&U and Mr. Forbes said he would take it to his attorney if we asked for one.

3/9/2001

I stopped at the Forbes and presented the P&U to them for their signature and they said they would take to their attorney. They were going to get with their attorney next Friday (16th)



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

February 20, 2001

Gene L. and Roberta Forbes
1423 228th Ave. SE
Sammamish, WA 98075

RE: City of Sammamish
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 042406-9159

Dear Mr. and Mrs. Forbes:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$7,400.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Improvements (yard)	\$1,000.00
Temporary Construction Easement 1,794 SF @\$5.50 per SF (10%) (1 yr.)	\$1,000.00
Permanent Easement 1,958 SF @\$5.50 per SF (50% of fee)	\$5,400.00
Total Just Compensation (rounded)	\$7,400.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

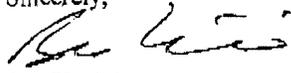
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

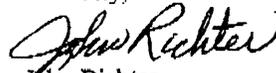
Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

Sincerely,



John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

PAID
03/16/01

Exhibit "A"
Legal Description
TEMPORARY CONSTRUCTION EASEMENT

TAX NO.: 042406-9159

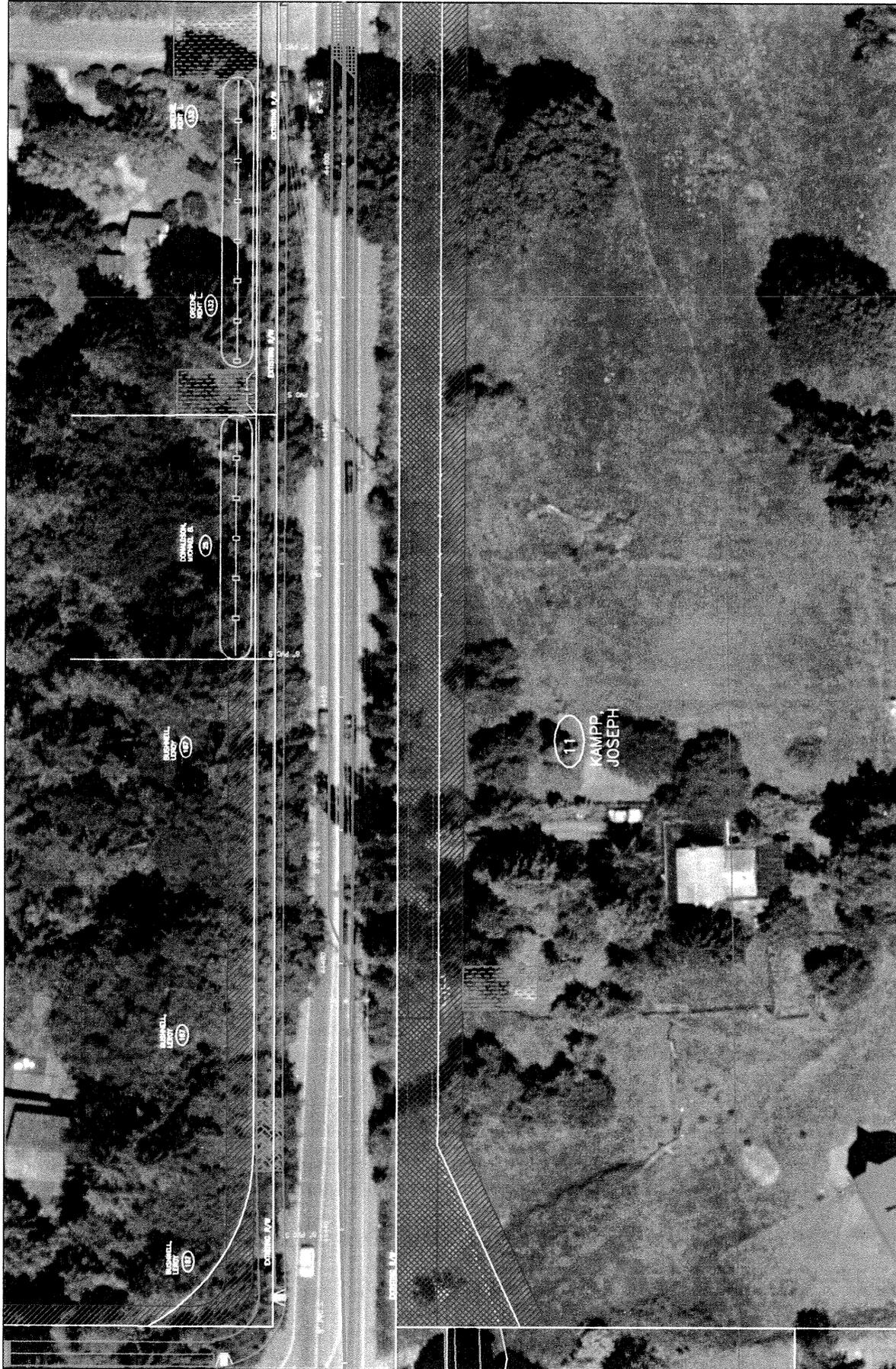
A TRACT OF LAND FOR TEMPORARY ROAD CONSTRUCTION PURPOSES BEING THE WEST 11 FEET OF THE EAST 23 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 1, KING COUNTY SHORT PLAT NO. 876088, RECORDED UNDER RECORDING NUMBER 7704120767, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

Exhibit "A"
Legal Description
EASEMENT FOR ROADWAY PURPOSES

TAX NO.: 042406-9159

A TRACT OF LAND FOR ROAD PURPOSES BEING THE EAST 12 FEET OF THE FOLLOWING DESCRIBED PARCEL; LOT 1, KING COUNTY SHORT PLAT NO. 876088, RECORDED UNDER RECORDING NUMBER 7704120767, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

CONTAINING 1958 SQ. FEET.



**KAMPP PROPERTY
TAX LOT #032406-9011**

- 
 TEMPORARY CONSTRUCTION EASEMENT
- 
 R/W REQUIRED
- 
 AGREEMENT TO RECONSTRUCT DRIVEWAY



- TEMPORARY CONSTRUCTION EASEMENT
- R/W REQUIRED
- AGREEMENT TO RECONSTRUCT DRIVEWAY

**KAMPP PROPERTY
TAX LOT #032406-9011**

Kampp Diary

Parcel No. 0324069011

11/9/00 – I spoke to Mrs. Kampp who wants to meet when her son from San Diego is in town. I told her I would forward her some plans.

11/14/00 – sent plans to Mrs. Kampp

11/21/00 – Received e mail from Joseph Kampp that he and his brother are co-trustees of the trust and that everything should be sent to him and his brother.

11/21/00 – New design plans sent to Mrs. Kampp – see letter in file.

11/26/00 – recvd e-mail from Joseph requesting updated plans.

11/27/00 – received new e-mail address for Joseph Kampp.

11/30/00 – Sent design plans to Joseph, Margaret and David Kampp.

12/11/00 – recvd e-mail from Joseph requesting quantities of take areas.

2/26/01 – Sent offer letter plus legal documents for acquisition. Letter in file.

2/28/01 – sent copies of previous correspondence to Mr. Kampp's accountant, Marc Wellington at Moss Adams.

3/1/01 – sent past correspondence that was sent to Joe Kampp to Margaret Kampp.

3/6/01 – tried to get ahold of Joseph, he is out of town.

3/12/01 - I spoke to Joseph Kampp who finally got back into town. He is upset and insulted by the City's low offer and does not want to help us out by signing a voluntary P&U. He felt he would be giving up something by signing it and I explained that he would not, that it would enable the City to build the project will continuing negotiations with him, etc.... We mentioned other issues that needed to be addressed such as driveways etc... I told him I would call him after the morning status meeting. See e-mail in file dated 3/12/01 to Lee Haro from Linda Lane.

3/12/01 - I spoke to Joe Kampp who is flying up here and wants to meet on Wednesday at Noon out at the property. He had more questions regarding driveway access issues for his mom, and location of fencing. He felt he would be losing more property to a slope easement and I told him it was only a temporary construction easement that the City was desiring to purchase. He stated that if the fence is constructed at the top of the slope that he would be using the "utility" of the property and I told him this may not be so because he still gets to use the ground for density calculations and we can place the fence on his property line instead of top of slope if he desires. (Weak argument). The access road for the cell tower is only good for three more years. He still is insulted by our offer and stated that he received an offer for \$7 Million from the developer recently. Too bad his mother doesn't want to move based on my conversation with her when I was out there previously (her dog).

I told him the City wanted a counter offer from him....

I told him I would get Lee Haro to attend the meeting. All set for this Wednesday.

Linda Lane

3/14/01 – Lee and I met with Joe and David Kampp out at the subject property today. Lee discussed the project and where the project is today as far as timing. We discussed certain issues such as access, valuation, fencing, takes, etc.. as follows:

- It appears we can combine all three driveways into one driveway located just south of the mouth of the circle driveway. The island in the median will need to be cut back a bit and the curb replaced with a double yellow such that a truck (carrying hay) could make the turn and go up the driveway. David and Joe discussed that an arm would come off the driveway and cut through her “island” of shrubbery (including one dead tree which will need to be removed), just missing some trees and removing the Quince. The trees we are just missing would need to be limbed so that her car could pass. We would then also provide a hammerhead by her carport so she could back into it and pull forward safely into traffic. A field fence will be constructed where the present board fence is as it runs up the drive and breaks up the pasture to the south. A gate will need to be placed at the next set of fences that lead to the barn. The sons may want a cedar fence placed in front of the house along 228th with a field fence picking up the remaining property line adjacent to 228th, running north of the house. **Lee has sketch of all this.**
- Agreement to reconstruct driveway to the north (cell site) has two gates that will need to be replaced or relocated if possible.
- They may want a slope easement versus a temporary construction easement. They may want us to buy in fee versus permanent easement. They want to run this by their attorney for review. I gave them the possession and use agreement also.
- Valuation. They feel the property is worth quite a bit more than we offered. They had an offer presented last week for \$7 million. They had an appraisal done a year ago for not quite as much but we told them we would like to see it. We explained how to justify their counter offer such that we could provide the information to our review appraiser to make a determination. They are going to be working on that with Moss Adams. If the Kampps ask us to purchase a slope easement versus temporary const easement, or buy in fee versus easement, the price could easily double or triple what we initially offered them. So lets wait and see what they come back with.

At the end of the meeting they could see that we were going to work with them and it appears they may even sign the P&U dependent on their attorney’s advoc

LLL



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

February 20, 2001

Joseph P. Kampp
3235 Elliott St.
San Diego, CA 92106

and

David Kampp, Co-Trustees
PO Box 358
Snoqualmie, WA 98065

**RE: City of Sammamish
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 032406-9011**

Dear Mr. Kampp and Mr. Kampp:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's compensation offer is \$35,000.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Temporary Construction Easement 13,125 SF @\$2.60 per SF (10%) (1 yr.)	\$ 3,600.00
Permanent Easement 24,164 SF @\$2.60 per SF (50% of fee)	<u>\$31,400.00</u>
Total Just Compensation (rounded)	\$35,000.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to Linda Lane of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. If you have any questions concerning the construction, right of way plans, or acquisition details, please contact Linda Lane at (425) 227-6073 or (206) 854-1008.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,



Ben Yazici
City Manager
City of Sammamish

Sincerely,



Linda Lane
Right-of-Way Negotiator
for the City of Sammamish

ENC.

LL:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

3/15/01 Note to File: Paperwork was "Fed Ex".
owner has not yet provided agent
with signed copy. Owner has
received offer. 

Exhibit "A"
Legal Description
TEMPORARY CONSTRUCTION EASEMENT

TAX NO.: 032406-9011-01

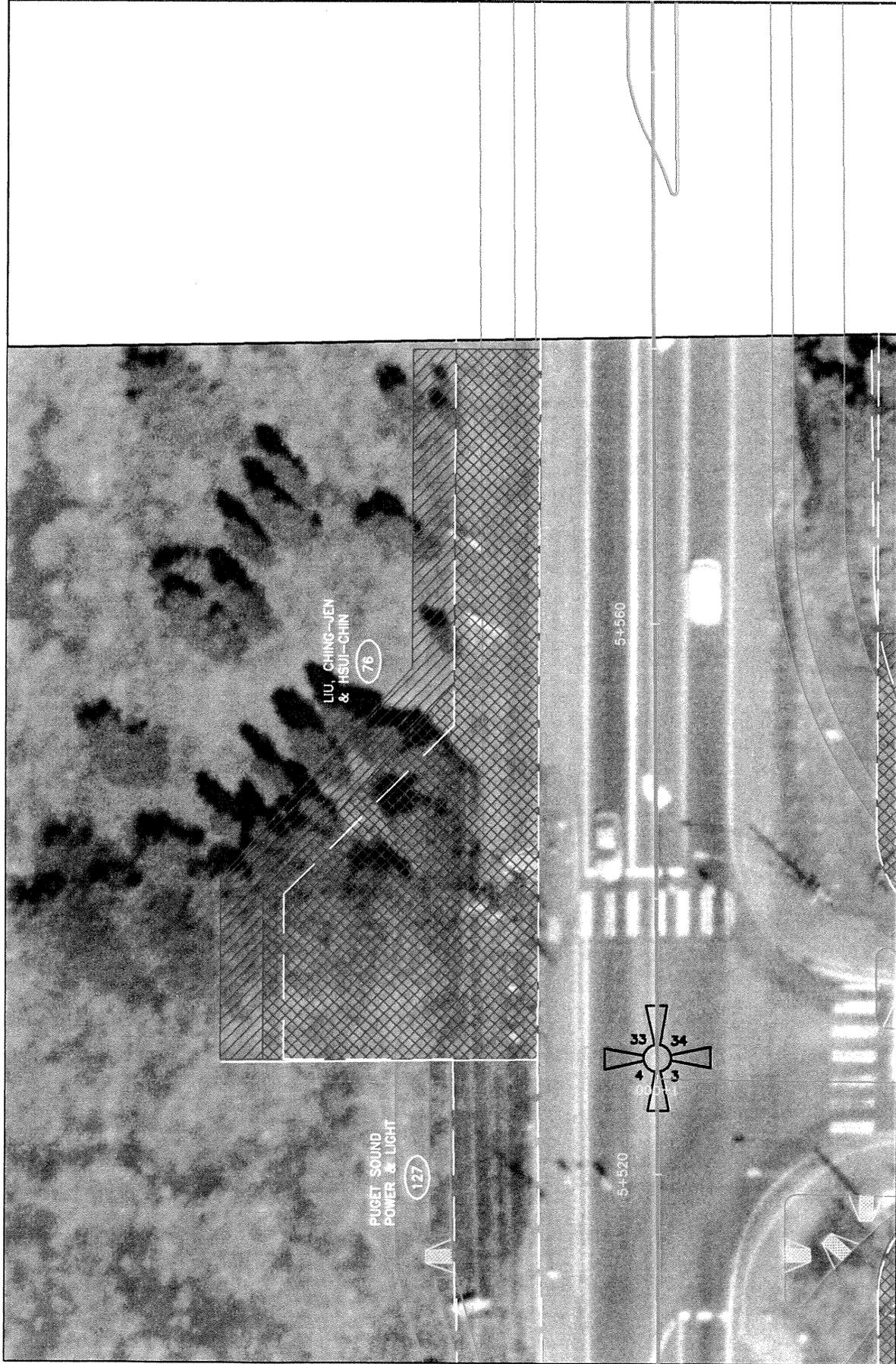
A TRACT OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES BEING 10 FEET WIDE ADJACENT TO THE EAST EDGE OF THE FOLLOWING DESCRIBED TRACT: THE EAST 20 FEET OF THE WEST 50 FEET OF THE NW1/4 SW1/4 SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 198 FEET OF THE WEST 440 FEET TOGETHER WITH A TRIANGULAR SHAPED PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 50 FEET OF SAID NW1/4 SW1/4 WITH THE SOUTH LINE OF SAID NW1/4 SW1/4; THENCE EAST ALONG SAID SOUTH LINE 40 FEET; THENCE NORTHWESTERLY TO A POINT ON THE EAST LINE OF SAID WEST 50 FEET WHICH IS NORTH 90 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE 90 FEET TO THE POINT OF BEGINNING; CONTAINING 24,132 SQ. FEET, MORE OR LESS.

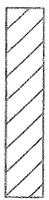
Exhibit "A"
Legal Description
EASEMENT FOR ROADWAY PURPOSES

TAX NO.: 032406-9011-01

A TRACT OF LAND FOR ROADWAY PURPOSES MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THE WEST 50 FEET OF THE NW1/4 SW1/4 SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 198 FEET OF THE WEST 440 FEET TOGETHER WITH A TRIANGULAR SHAPED PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 50 FEET OF SAID NW1/4 SW1/4 WITH THE SOUTH LINE OF SAID NW1/4 SW1/4; THENCE EAST ALONG SAID SOUTH LINE 40 FEET; THENCE NORTHWESTERLY TO A POINT ON THE EAST LINE OF SAID WEST 50 FEET WHICH IS NORTH 90 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE 90 FEET TO THE POINT OF BEGINNING; CONTAINING 24,132 SQ. FEET, MORE OR LESS.

THE ABOVE DESCRIBED TRACT BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 198 FEET OF THE WEST 440 FEET THEREOF; AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5036362.



-  TEMPORARY CONSTRUCTION EASEMENT
-  R/W REQUIRED
-  AGREEMENT TO RECONSTRUCT DRIVEWAY

LUI PROPERTY
TAX LOT #332506-9076

CITY OF SAMMAMISH LIU DIARY

<u>DATE</u>	<u>ACTIVITY</u>
1/12/2001	I called Barry and asked to get together with the owner and present the offer. He said he would set up an appointment.
1/25/2001	I mailed the aerial photo and the road design to Barry and asked Barry to present this to his client. Barry Potashnick is the realtor who has the property listed.
2/5/2001	I called Barry and told him I had just picked up the offer and wanted to meet with his client. We set a time on the 7th.
2/7/2001	Barry, Mike Liu and I met at the Coldwell Banker office in the Mercer office. I presented the offer and listened to the concerns of the owner and Barry regarding the sale of the property. 1. Access for showing the property would be limited with the 228th improvement. And they wanted to have access to or a turn out to view the property for perspective clients. They had spent \$780.00 for a turnout off of 228th and wanted compensation for that loss and a new observation point. 2. The offer seemed low to them but they had no counter. 3. They asked why so much property if the roundabout was not going to be implemented. 4. Barry suggested they give the offer to an attorney to resolve the issues and be sure of the price. I explained that if a developer were to apply for permits he would have to dedicate the property at no compensation and at t this time they could reap income from the property before it is developed.
2/12/2001	I called Barry and he said they had talked it over and decided to get an attorney.
2/26/2001	The Liu attorney:Kevin Pavlich Called to say he was the attorney and he was ordering an appraisal. He voiced the same concerns as his client and wanted a water permit as part of the consideration as well. I explained the process and discussed the ansewers to hs questions. He asked for 2 weeks to get an appraisal.
3/8/2001	I faxed the P&U to the attorney and called leaving a message regarding the agreement.
3/14/2001	I called a left message for attorney to call me back.



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

January 5, 2001

Ching-Jen & Hsiu-Chin Liu
23323 SE 47th St.
Sammamish, WA 98075

**RE: City of Sammamish
228th Avenue Phase 1B – SE 24th St to SE 8th St – Improvement Project
Tax Parcel No. 332506-9076**

Dear. Mr. & Ms. Liu:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$10,000.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Temporary Construction Easement 1,870 SF @\$3.00 per SF (10%) (1 yr.)	\$ 561.00
Permanent Easement 6,291 SF @\$3.00 per SF (50% of fee)	<u>\$9,437.00</u>
Total Just Compensation (rounded)	\$10,000.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

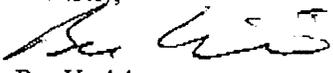
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

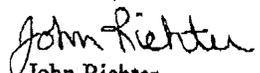
Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

Sincerely,



John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

Exhibit A

Possession and Use Agreement
Legal Description

EASEMENT FOR ROADWAY PURPOSES

TAX NO.: 332506-9076

A TRACT OF LAND FOR ROADWAY PURPOSES BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 320.01 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 228TH AVENUE SOUTHEAST BY DEED RECORDED UNDER RECORDING NUMBER 3679438; AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 1388090; AND EXCEPT THE SOUTH 20 FEET THEREOF AS EXCLUDED FROM DEED RECORDED UNDER RECORDING NUMBER 3789213.

MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT 30 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 33; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION, 139.50 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION, 20 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID SECTION, 79.35 FEET; THENCE SOUTHWESTERLY TO A POINT BEING 95 FEET WEST AND 36.4 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH, 6.4 FEET TO A POINT 30 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION, 65 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4,898 SQ. FEET MORE OR LESS.

Exhibit "A"

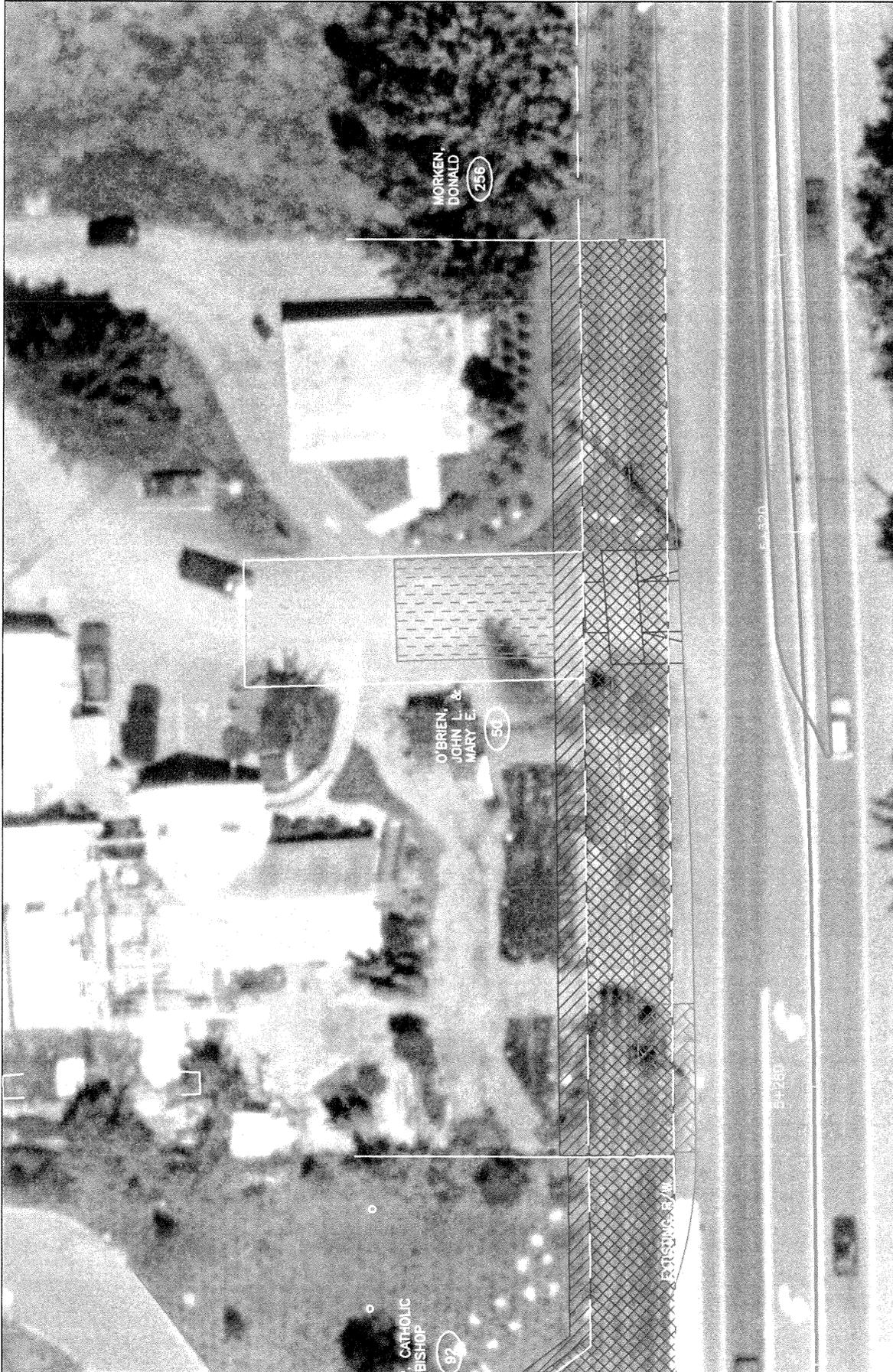
**Legal Description
TEMPORARY CONSTRUCTION EASEMENT**

TAX NO.: 332506-9076-06

A TRACT OF LAND FOR TEMPORARY CONSTRUCTION PURPOSES 10 FEET WIDE ADJACENT TO THE WEST EDGE OF ROAD RIGHT-OF-WAY OF THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT 30 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 33; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 169.50 FEET; THENCE WEST, 20 FEET, PARALLEL TO THE SOUTH LINE; THENCE SOUTH 79.35 FEET PARALLEL TO THE EAST LINE OF SAID SECTION; THENCE SOUTHWESTERLY TO A POINT BEING 95 FEET WEST AND 36.4 FEET NORTH OF THE SOUTHEAST CORNER; THENCE SOUTH 6.4 FEET TO A POINT 30 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE EAST AND PARALLEL TO SAID SOUTH LINE 65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTH 320.01 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 228TH AVENUE SOUTHEAST BY DEED RECORDED UNDER RECORDING NUMBER 3679438; AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 1388090; AND EXCEPT THE SOUTH 20 FEET THEREOF AS EXCLUDED FROM DEED RECORDED UNDER RECORDING NUMBER 3789213.



**O'BRIEN PROPERTY
TAX LOT #042406-9050**

-  TEMPORARY CONSTRUCTION EASEMENT
-  R/W REQUIRED
-  AGREEMENT TO RECONSTRUCT DRIVEWAY

ACTIVITY RECORD AND DIARY FOR O'BRIEN PROPERTY

<u>DATE</u>	<u>ACTIVITY</u>
1/18/2001	I talked to the O'Brien son and he gave me his father's work number which was an attorney in Issaquah.
2/6/2001	I left message that the offers were not ready and let them know the dates of council meetings where they could get information.
2/12/2001	I called Ms. O'Brien at Arbor School and set an appointment to make her the offer on the 14th of February at her office at the Arbor School. We talked for about 40 minutes reviewing issues with access and the City and future building plans.
2/14/2001	I presented the offer to Ms. O'Brien who explained that the school was her operation and her husband need not be present. She also explained the partnership and assured me she would present the offer to them and get back to me. The issues most pressing were the access issues and the sign restoration. Ms. O'Brien had been working with the City to get an easement across their adjacent property and close off the currently used access for 2 reasons: One being a building and remodel project and the danger of the limited driveway and hazard it presented getting on to 228th. Ms. O'Brien said she would speak with the City attorney and although I explained there were two separate issues she wanted to coordinate with Bruce at the City.
2/21/2001	I left a message with Rose, Mary Os Secretary, that I wanted to know the progress of the conversation with the City. I dropped off additional aerial photos and newest designs and left another message.
3/1/2001	I stopped in to see if Mary was there but she was gone for the day.
3/9/2001	I delivered the Possession and Use Agreement and talked to Mr. O'Brien's office to let him know what was happening but his message to me was that Mary was handling the school issues and he suggested I wait until she returned on Monday the 12th. I left the Possession and Use agreement at Mary's office and told Rose that I would call on Monday.
3/12/01	We had a status meeting and discussed the easement and the O'Brien agreement with the City and several other issues relating to the School and its desire to gain the county easement. We intend to keep the two issues separate.

3/13/2001

I talked to Mary O'Brien at length and she said she would contact Bruce in an attempt to resolve the easement issue and discuss the Permission and Use agreement which she said she was willing to sign if she could avoid the excise taxes. I explained the easement would not require an excise tax and if any were do the City would pay them.

3/14/2001

See E-Mails dated this date regarding Bruce working with M.O'Brien. Bruce will call and talk to Mary.



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

January 5, 2001

John L. and Mary E. O'Brien
James E. and Renee R. Thornton
1107 228th Ave. SE
Sammamish, WA 98075

RE: **City of Sammamish**
228th Avenue Phase 1B -- SE 24th St to SE 8th St -- Improvement Project
Tax Parcel No. 042406-9050

Dear Mr. & Mrs. O'Brien and Mr. & Mrs. Thornton:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$9,950.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Improvements (yard)	\$3,000.00
Temporary Construction Easement 1,519 SF @\$3.00 per SF (10%) (1 yr.)	\$ 456.00
Permanent Easement 4,340 SF @\$3.00 per SF (50% of fee)	<u>\$6,510.00</u>
Total Just Compensation (rounded)	\$9,950.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

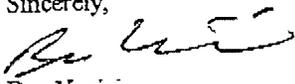
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

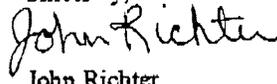
Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

Sincerely,



John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

Exhibit A

Possession and Use Agreement Legal Description

TITLE NO.: 290912
TAX NO.: 042406-9050-02

EASEMENT FOR ROADWAY PURPOSES LEGAL:

A TRACT OF LAND FOR ROAD PRUPOSES BEING THE WEST 20 FEET OF THE EAST 50 FEET OF THE NORTH 160.00 FEET OF THE EAST 409.5 FEET OF THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; TOGETHER WITH THE SOUTH 57.00 FEET OF THE EAST 409.5 FEET OF A PORTION OF SAID NORTHEAST QUARTER LYING NORTH OF SAID SOUTH 10 ACRES;
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5522156.

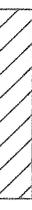
CONTAINING 4340 SQ. FEET.

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND FOR TEMPORARY ROAD CONSTRUCTION PURPOSES BEING THE WEST 7.00 FEET OF THE EAST 57.00 FEET OF THE NORTH 160.00 FEET OF THE EAST 409.5 FEET OF THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; TOGETHER WITH THE SOUTH 57.00 FEET OF THE EAST 409.5 FEET OF A PORTION OF SAID NORTHEAST QUARTER LYING NORTH OF SAID SOUTH 10 ACRES; EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5522156.



-  TEMPORARY CONSTRUCTION EASEMENT
-  R/W REQUIRED
-  AGREEMENT TO RECONSTRUCT DRIVEWAY

SAMMAMISH HILLS LUTHERAN CHURCH
TAX LOT #124110-0045

03/15/01 JAC

City of Sammamish / Sammamish Hills Lutheran Church Diary

DATE

ACTIVITY

2/5/2001

I met with Bill Holladay at the church and provided him with aerial and a design plan. We looked at the property and discussed the take area and the sign location.

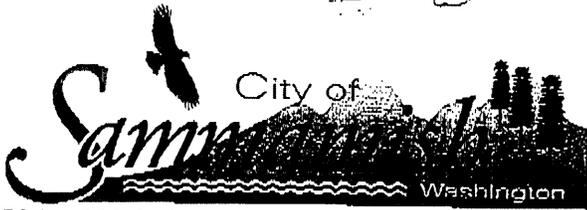
3/8/2001

I called Bill at work and he asked me to drop off the newest aerial and plans so he could take it to the church board and he was having Eagle Scouts work on the sign this weekend.

I dropped off both the offer and the P&U agreement for him to present to the Church.

3/9/01

Bill called to say he needed additional pages of the plans to use with the Eagle Scouts to work on the sign. So I made copies of pages and left them at the mail box in Sammamish for Bill.



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0666

January 5, 2001

Sammamish Hills Lutheran Church
Mr. Holliday
22818 SE 8th St.
Sammamish, WA 98075

**RE: City of Sammamish
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 124110-0045**

Dear Mr. Holliday:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$2,500.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Improvements (yard)	\$ 200.00
Temporary Construction Easement 597 SF @\$3.00 per SF (10%) (1 yr.)	\$ 179.00
Permanent Easement 1,420 SF @\$3.00 per SF (50% of fee)	<u>\$2,130.00</u>
Total Just Compensation (rounded)	\$2,500.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

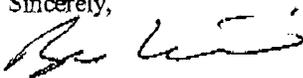
If you decide to accept the City's offer, please sign and have notarized the Deed and execute other associated documents enclosed with this letter, and return them to John Richter of Lane & Associates at the following address: Lane & Associates, 807 N. 33rd St., Renton, WA 98056-1901.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. It is our intent to meet with you at your earliest convenience, and will be contacting you accordingly. **In the interim, if you have any questions concerning the construction, right of way plans, or acquisition details, please contact John Richter at (425) 640-2484.**

It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

Sincerely,

John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

Exhibit A

Possession and Use Agreement

Legal Description

TITLE NO.: 415909 73
TAX NO.: 124110-0045-02

PERMANENT EASEMENT FOR ROADWAY PURPOSES

Legal Description

PARCEL C

A TRACT OF LAND FOR ROADWAY PURPOSES BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: LOT 1, KING COUNTY SHORT PLAT NO. 280007 AS RECORDED UNDER RECORDING NUMBER 8008260767, BEING A PORTION OF TRACT 8, BURKE & FARRAR'S KIRKLAND ADDITION NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 20 FEET OF SAID LOT 1, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9403030764.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1 BEING 133.2 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER SECTION 34, TOWNSHIP 25 NORTH, RANGE 6 EAST; W.M., KING COUNTY, WASHINGTON; THENCE WEST AND PARALLEL TO SOUTH LINE OF SAID SECTION 58.5, FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.0 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 39.0 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 58.5 FEET TO THE POINT OF CUSP WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 84.1 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 131.2 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,359 SQ. FEET MORE OR LESS.

EXHIBIT "A"

TITLE NO.: 415909
TAX NO.: 124110-0045-02

73

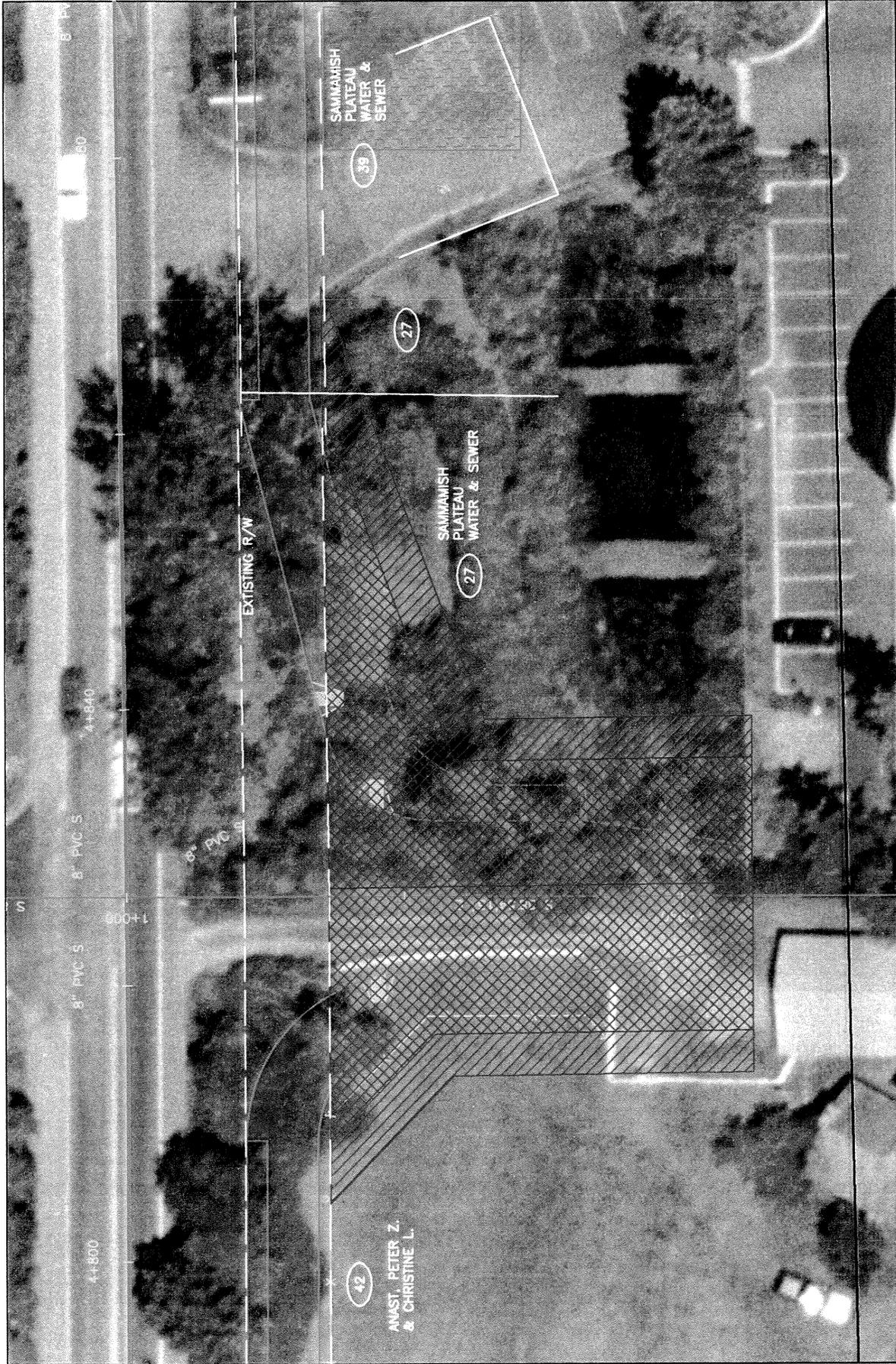
TEMPORARY CONSTRUCTION EASEMENT

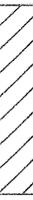
Legal Description

PARCEL C

A STRIP OF LAND 5 FEET IN WIDTH FOR TEMPORARY CONSTRUCTION PURPOSES: BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL: LOT 1, KING COUNTY SHORT PLAT NO. 280007 AS RECORDED UNDER RECORDING NUMBER 8008260767, BEING A PORTION OF TRACT 8, BURKE & FARRAR'S KIRKLAND ADDITION NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 20 FEET OF SAID LOT 1, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9403030764; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 133.2 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER SECTION 34, TOWNSHIP 25 NORTH, RANGE 6 EAST BEING THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 84.1; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 131.2 FEET; THENCE EAST AND AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION, 5 FEET, BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 79.1 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 123.4 FEET; THENCE SOUTH AND AT RIGHT ANGLES TO SOUTH LINE SAID SECTION 5 FEET TO THE POINT OF BEGINNING.



-  TEMPORARY CONSTRUCTION EASEMENT
-  R/W REQUIRED
-  AGREEMENT TO RECONSTRUCT DRIVEWAY

**SAMMAMISH PLATEAU WATER & SEWER
TAX LOT #032406-9008, 27 & 39**

03/15/01 JAC



TEMPORARY CONSTRUCTION EASEMENT

R/W REQUIRED

AGREEMENT TO RECONSTRUCT DRIVEWAY



**SIMSAY PROPERTY
TAX LOT #042406-9031**

03/15/01 JAC

DAILY ACTIVITY DIARY FOR: SIMSAY, ZSOLT AND YOKO

<u>DATE</u>	<u>ACTIVITY</u>
12/29/2001	I called Mr. Simsay to discuss the easement across the property adjacent to his owned by his neighbor Homeowner's association. John Cowling is to design an access into Simsay's property from the street.
1/14/2001	<p>I phoned the developer of the property next to Simsays to discuss the island of property between the road and Mr. Simsay's property He explained that the property was owned by the Homeowners Association (Condos across the street). The developer explained that after 70% of the homes in his developments are sold the open space becomes the property of the homeowner's association. He gave me the name and telephone number of the association Pres. and I called him to ask about the property and granting an easement. The President says they did not own the property. I assured him they did. He said there were several issues within the Homeowners group which would constitute a barrier for working with Mr. Simsay. He said he would check to see if they owned the property and he also added he was not aware of the road improvement if 228th and its impact on the condominiums in which they live. He called Lee at the City of Sammamish to discuss the 228th improvement and its impact on the condo development.</p> <p>I attended an open house at which many of the homeowners from the condo attended to voice their opinions about a variety of things including not granting an easement. The reasons being limit parking even more, liability etc.</p>
1/20/2001	Dropped off aerial photos and design to Mr. Simsay had not talked to him regarding the easement. Mr. Simsay suggested he buy the property but the homeowners said it had to be part of their ownership for open space credits
2/8/2001	Presented offer to Mr. Simsay who had several ideas as how to approach the homeowner's association and he also rejected our offer as being too low for the property, landscaping and access being too dangerous. He explained that he was going to hire an attorney.
3/1/2001	I received a letter from Mr. Simsay's attorney asking that I not contact his client any more. I called the attorney (Lauren Studebaker) to discuss the action from here and Mr. Studebaker said he was ordering an appraisal. The letter came to me via the City where it was initially sent. I reported same information to the City.

- 3/2/2001 I called Mr. Studebaker and offered to send an aerial of the Forbes property which included the Simsay property (Aerial of the rear access for Forbes). I mailed the aerial to Mr. Studebaker.
- 3/5/2001 I called Mr. Studebaker asking if his client would be willing to sign a voluntary possession and use agreement, but he said he saw no advantage for his client to sign the agreement. After a brief discussion in which I let him know the urgency of the project and bid he still felt there was no advantage for his client to sign.
- 3/9/2001 I hand delivered the Possession and Use agreement and letter from the City of Sammamish. Mr. Studebaker was most cordial but firm in that he saw no advantage to having his client sign.



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

January 5, 2001

Zsolt and Yoko Simsay
1403 228th Ave. SE
Sammamish, WA 98075

RE: **City of Sammamish**
228th Avenue Phase 1B - SE 24th St to SE 8th St - Improvement Project
Tax Parcel No. 042406-9031

Dear Mr. and Mrs. Simsay:

As part of the above referenced project, the City needs to either acquire or make use of a portion of your property as highlighted on the enclosed Exhibit Map. As required by law, the City will pay you compensation.

The City's total offer is \$6,700.00, which includes property rights and improvements, if any. This offer is allocated as follows:

<u>Fee Value</u>	
Improvements (yard)	\$2,000.00
Temporary Construction Easement 1,959 SF @\$4.00 per SF (10%) (1 yr.)	\$ 784.00
Permanent Easement 1,959 SF @\$4.00 per SF (50% of fee)	<u>\$3,918.00</u>
Total Just Compensation (rounded)	\$6,700.00

This value has been determined by a professional qualified appraiser and is based on the Fair Market Value of your property, plus damages to the remainder, if any.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ a well-qualified appraiser so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the invoicing or your paid receipts.

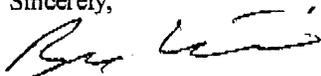
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It is the City's utmost desire to reach an amicable agreement on a price for the purchase of your property. However, if you find it necessary to reject the City's offer, the City may use its power of eminent domain as provided under the Washington State Constitution, and state law, to condemn and acquire your property for public use. If the City does so, the City Attorney will file a condemnation action to obtain an "Order of Public Use and Necessity", permitting the condemnation to proceed. Thereafter, a trial will be arranged to determine just compensation to be paid for the property and/or easement(s) acquired.

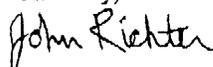
Thank you for your cooperation.

Sincerely,



Ben Yazici
Public Works Director
City of Sammamish

Sincerely,



John Richter
Right of Way Negotiator
for the City of Sammamish

ENC.

JR:amr

Receipt Acknowledged: _____ Date: _____
Owner (Signature does not mean acceptance of City's offer)

Delivered by: _____ Date: _____

Exhibit A

Possession and Use Agreement Legal Description

TITLE NO.: 290909
TAX ACCOUNT NO.: 042406-9031-06

Easement for Roadway Purposes

A TRACT OF LAND FOR ROAD PURPOSES BEING THE WEST 12.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 2, SHORT PLAT NO. 985054 ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 8611040486; EXCEPT THAT PORTION, IF ANY, LYING NORTH OF THE SOUTH LINE OF DEED TO HENDRICKSON, RECORDED UNDER RECORDING NUMBER 1479241, SAID SOUTH LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE AT RIGHT ANGLES TO THE SECTION LINE OF SAID SECTION 4, WESTERLY 1,320 FEET.

CONTAINING 1959 SQ. FEET.

Exhibit "A"

TEMPORARY CONSTRUCTION EASEMENT

Tax Account No. 042406-9031-06

A TRACT OF LAND FOR TEMPORARY ROAD CONSTRUCTION PURPOSES BEING THE WEST 12.00 FEET OF THE EAST 24 FEET FOLLOWING DESCRIBED PARCEL: LOT 2, SHORT PLAT NO. 985054 ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 8611040486;

EXCEPT THAT PORTION, IF ANY, LYING NORTH OF THE SOUTH LINE OF DEED TO HENDRICKSON, RECORDED UNDER RECORDING NUMBER 1479241, SAID SOUTH LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE AT RIGHT ANGLES TO THE SECTION LINE OF SAID SECTION 4, WESTERLY 1,320 FEET.

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 21, 2001

Date Submitted: March 16, 2000

Originating Department: Community Development

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

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is for a two (2) lot short plat. The project is located at 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.

This item was first heard by the Council on March 7th and was tabled until such time the applicant could provide additional information. The applicant has indicated to staff, they will be present at the March 21st meeting with additional information regarding the future plans for the structure is question.

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:
Aisa 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

NAME

Historic Engman House

ATTACHMENT A

Common Marshall Reside Plateau Bible Church Hardship Exception Request - Page 3 of 4

LOCATION

Number & Street 120 228th NE Not for Publication _____
 City or Town Redmond Zip 98052
 Incorporated _____ Unincorporated 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
<u>District</u>	<u>Public</u>	<input checked="" type="checkbox"/> Occupied	<u>Agriculture</u> <u>Museum</u>
<input checked="" type="checkbox"/> Building(s)	<input checked="" type="checkbox"/> Private	<u>Unoccupied</u>	<u>Commercial</u> <u>Park</u>
<u>Structure</u>	<u>Both</u>	<u>Preservation</u>	<u>Educational</u> <u>Private</u>
<u>Historic Site</u>		<u>Work in Progress</u>	<u>Entertainment</u> <input checked="" type="checkbox"/> <u>Residence</u>
<u>Arc. Site</u>	<u>ACCESSIBLE</u>	<u>Threatened by:</u>	<u>Government</u> <u>Religious</u>
<u>Object</u>	<input checked="" type="checkbox"/> Yes Restricted	<u>Demolition</u>	<u>Industrial</u> <u>Scientific</u>
	<u>Yes Unrest.</u>	<u>Neglect</u>	<u>Military</u> <u>Transportation</u>
	<u>No</u>		<u>Other</u>

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 1/4 OF NW 1/4 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 1/4 OF NW 1/4 TAX POR. PARTIALLY EX UNDER RCW 84.36.381 THRU .389

PRESENT REGISTER STATUS

Nat. Register State Register
Other

DESCRIPTION

CONDITION	SITUATION
<u>Excellent</u>	<u>Unaltered</u>
<input checked="" type="checkbox"/> <u>Good</u>	<input checked="" type="checkbox"/> <u>Altered</u>
<u>Fair</u>	
<u>Deteriorated</u>	<input checked="" type="checkbox"/> <u>Original Site</u>
<u>Ruins</u>	<u>Moved</u>
<u>Unexposed</u>	<u>Date</u> _____



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 orch. 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

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Ordinance rescinding Section 62, Ordinance
O2000-52, and adopting a new Section 62.

Meeting Date: March 21, 2001

Date Submitted: March 7, 2001

Originating Department: Public Safety

Clearances:

 X Administration X Police

 Public Works Fire

 Building/Planning X Attorney

Action Required:
Adopt Ordinance

Committee:

Exhibits:
a) Ordinance

Budgeted Amount: N/A

Summary Statement:

There has been increased interest in curbing the incidence of Driving While License Suspended or Revoked in Metropolitan King County. This new section will make minor changes in our procedures for handling the vehicles of drivers arrested/cited for DWLS/R. The new procedures will mirror those of SeaTac, Woodinville, and other cities contracting with the Sheriff's Office so that suspended/revoked drivers are treated the same county-wide. The Sheriff will therefore be responsible for impound hearings and other administrative actions under the ordinance, and the City will utilize a County-published, standardized impound form, which will give detailed instructions to the tow operator and the owner of the vehicle.

If we do not adopt this new section, we will have to pay for an Impound Hearing Officer and publish our own impound forms. Both of these actions could result in significant cost to the city.

There is no cost to the City, as the Sheriff's Office will handle administrative actions. In addition, the City will now be able to collect the \$100 Administrative Fee for each vehicle impounded under this section.

Recommended Motion:

Move to adopt an Ordinance rescinding Section 62, Ordinance O2000-52, and adopting a new Section 62.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2001-82**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, RESCINDING SECTION 62, VEHICLE
IMPOUNDMENT, OF ORDINANCE NO. O2000-52 AND
ADOPTING A NEW SECTION 62, VEHICLE
IMPOUNDMENT UPON ARREST OF DRIVER FOR
DRIVING WHILE LICENSE SUSPENDED OR REVOKED**

WHEREAS, RCW 46.55.113 provides municipalities with authority to impound vehicles driven by persons whose driver's licenses or privilege to drive is in suspended or revoked status; and

WHEREAS, the Council finds that an ordinance providing for impoundment and a process for redemption is appropriate;

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

Section 1. Section 62 of Ordinance O2000-52 Rescinded and Replaced. Section 62 of Ordinance No. O2000-52 is hereby rescinded and shall be replaced by a new Section 62 to read as hereinafter set forth:

Section 62. Vehicle Impoundment Upon Arrest of Driver for Driving While License Suspended or Revoked.

1. Appointment of King County as agent for the City.

King County and the King County Sheriff's Office and/or its designees are appointed and authorized to act as agent of the City in regard to all impoundments and actions permitted by this Section.

2. Impoundment authorized.

A. If a driver is arrested for a violation of Driving While License Suspended ("DWLS") in the Third Degree, as defined in RCW 46.20.342, or if the driver is arrested for driving with a license suspended in another state, the vehicle shall be impounded.

B. If the driver is arrested for a violation of DWLS Second Degree, as defined in RCW 46.20.342, the vehicle shall be impounded for thirty (30) days.

C. If the driver is arrested for a violation of DWLS First Degree, as defined in RCW 46.20.342, the vehicle shall be impounded for thirty (30) days.

3. Administrative fee.

If a vehicle is impounded pursuant to the provisions of this Section, an administrative fee of One Hundred Dollars (\$100.00) shall be paid to the City of Sammamish Finance Department, prior to redemption of the vehicle as provided by this Section. The administrative fee shall be for the purpose of offsetting, to the extent practicable, the cost to the City of implementing, enforcing, and administering this Section and must be deposited in an appropriate account.

4. Owner of impounded vehicle to be notified.

A. Not more than twenty-four (24) hours after impoundment of any vehicle, the tow truck operator shall mail a notice by first class mail to the last known address of the legal and registered owner(s) of the vehicle, as may be disclosed by the vehicle identification number, and as provided by the Washington State Department of Licensing. The notice shall include the name of the impounding tow firm, its address, and telephone number. The notice shall include the location and time of the impound, and by whose authority the vehicle was impounded. The notice also shall include written notice of the right of redemption and opportunity for a hearing to contest the validity of the impound or the amount of towing and storage charges pursuant to this Section, as set forth on a form provided by the King County Sheriff's Office. The notice shall state the mandatory length of the impound. The notice shall state that a person who desires to redeem an impounded vehicle at the end of the mandatory period, must within five (5) days of the impound, at the request of the tow truck operator, pay a security deposit to the tow truck operator of not more than one-half ($\frac{1}{2}$) of the applicable impound storage rate for each day of the proposed suspended license impound to ensure payment of the costs of the removal, towing, and storage of the vehicle pursuant to RCW 46.55.120(1)(b). The notification shall state that if the security deposit is not posted within five (5) days of the impound, the vehicle will be processed and sold at auction as an abandoned vehicle pursuant to RCW 46.55.130. The notice shall set forth the requirements of Subsection 5 of this Section regarding the payment of the costs of removal, towing, and storage as well as providing proof of payment of the administrative fee and proof of satisfaction of any penalties, fines, or forfeitures before redemption. The notice must also state that the registered owner is ineligible to purchase the vehicle at the abandoned vehicle auction, if held.

B. Notwithstanding Part A of this Subsection, a rental car business may immediately redeem a rented vehicle it owns by payment of the costs of removal, towing, and storage, whereupon the vehicle will not be held for a suspended license impound. The officer directing the impound shall notify the rental car business as soon as practicable of the impound.

C. If the date on which a notice required by Part A of this Subsection is to be mailed falls upon a Saturday, Sunday, or postal holiday, the notice may be mailed on the next day that is neither a Saturday, Sunday, nor a postal holiday.

D. Similar notice shall be given to each person who seeks to redeem an impounded vehicle, except that if a vehicle is redeemed prior to the mailing of notice, then notice need not be mailed. The tow truck operator shall maintain a record evidenced by the redeeming person's signature that the notification was provided.

5. Redemption of impounded vehicles.

Vehicles impounded pursuant to this Section shall be redeemed only under the following circumstances, and pursuant to agreement between the City and the King County Sheriff's Office:

A. Only the registered owner, a person authorized by the registered owner, or one who has purchased the vehicle from the registered owner, who produces ownership or authorization and signs a receipt therefor, may redeem an impounded vehicle. A person redeeming a vehicle impounded pursuant to this Section must, prior to redemption, establish that he or she has a valid driver's license and insurance.

B. Any person so redeeming a vehicle impounded under this Section shall pay the tow truck operator for costs of impoundment (removal, towing, and storage) and the administrative fee prior to redeeming such vehicle. The tow truck operator shall accept payment as provided in RCW 46.55.120(1)(e), as now or hereafter amended. If the vehicle was impounded pursuant to this Section and was being operated by the registered owner when it was impounded, it may not be released to any person until all penalties, fines, or forfeitures owed by the registered owner have been satisfied. A vehicle impounded pursuant to this Section can be released only pursuant to written order from the King County Sheriff's Office or a court.

C. The King County Sheriff's Office shall assign an administrative hearings officer(s) to conduct post-impoundment hearings pursuant to this Section. Any person seeking to redeem a vehicle impounded pursuant to this Section has a right to a hearing before an administrative hearings officer to contest the validity of an impoundment or the amount of removal, towing, and storage charges or administrative fee. Any request for a hearing shall be made in writing, on a form provided by the King County Sheriff's Office and signed by such person, and received by the King County Sheriff's Office within ten (10) days (including Saturdays, Sundays, and holidays) of the latter of the date the notice of right of redemption and opportunity for hearing was mailed to the person or the date the notice was given to the person by the tow truck operator. Such hearing shall be provided as follows:

i. If all of the requirements to redeem the vehicle, including expiration of any period of impoundment under Subsection 2 of this Section have been satisfied, then the impounded vehicle shall be released immediately and a hearing shall be held within ninety (90) days of the written request for hearing.

ii. If all of the requirements to redeem the vehicle, including expiration of any period of impoundment under Subsection 2 of this Section, have not been satisfied, then the impounded vehicle shall not be released until after the hearing which shall be held within two (2) business days (excluding Saturdays, Sundays, and holidays) of the written request for hearing.

iii. Any person seeking a hearing who has failed to request such hearing within the time specified in this Section may petition the King County Sheriff's Office for an extension to file a request for hearing. Such extension shall only be granted upon the demonstration of good cause as to the reason(s) the request for hearing was not timely filed. For the purpose of this Section, good cause shall be defined as circumstances beyond the control of the person seeking the

hearing that prevented such person from filing a timely request for hearing. In the event such extension is granted, the person receiving such extension shall be granted a hearing in accordance with this Section.

iv. If a person fails to file a timely request for hearing and no extension to file such a request has been granted, the right to a hearing is waived, the impoundment and the associated costs of impoundment are deemed to be proper, and neither the City or County shall be liable for removal, towing, and storage charges arising from the impoundment.

D. The Sammamish Police Chief, or designee, is authorized to release a vehicle impounded pursuant to this Section prior to the expiration of any period of impoundment upon petition of the spouse or domestic partner of the registered owner of the vehicle, based on economic or personal hardship to such spouse or domestic partner resulting from the unavailability of the vehicle and after consideration of the threat to public safety that may result from the release of the vehicle, including, but not limited to, the driver's criminal history, driving record, license status, and access to the vehicle. If such release is authorized, the person redeeming the vehicle must satisfy the requirements of Parts A and B of this Subsection with the exception of payment of the penalties, fines, or forfeitures owed by the driver, and with the exception of the administrative fee.

E. The Sammamish Police Chief, or designee, is authorized to release a vehicle impounded pursuant to this Section prior to the expiration of any period of impoundment upon the petition of the registered owner of the vehicle based upon economic or personal hardship or equity, provided the registered owner was not the operator of the vehicle at the time of the impound. If such release is authorized, the registered owner must satisfy the requirements of Parts A and B of this Subsection, with the exception of the administrative fee, in order to redeem the vehicle.

6. Post-impoundment hearing procedure.

Hearings requested pursuant to Subsection 5 of this Section shall be held by an administrative hearings officer who shall determine whether the impoundment was proper and whether the associated towing and storage and administrative fees charged were proper.

A. At the hearing, the King County Sheriff's Office may produce any relevant evidence to show that either the impound or fees, or both, were proper. An abstract of the driver's driving record is admissible without further evidentiary foundation and is prima facie evidence of the status of the driver's license, permit or privilege to drive and that the driver was convicted of each offense shown on the abstract. In addition, a certified vehicle registration of the impounded vehicle is admissible without further evidentiary foundation and is prima facie evidence of the identity of the registered owner of the vehicle.

B. At the hearing, the person who requested the hearing may produce any relevant evidence to show that either the impound or fees or both were not proper.

C. If the impoundment is found to be proper, the administrative hearings officer shall enter an order so stating. In the event that the costs of impoundment (removal, towing, storage, and administrative fees) have not been paid or any other applicable requirements of Subsection 5, Parts

A and B of this Section not satisfied, or any period of impoundment has not expired, the administrative hearings officer's order shall also provide that the impounded vehicle shall be released only after payment of any fines imposed on any underlying traffic violations.

D. If the impoundment is found to be improper, the administrative hearings officer shall enter an order so stating and order the immediate release of the vehicle. If the costs of impoundment have already been paid, the administrative hearings officer shall enter judgment against the County and in favor of the person who has paid the costs of impoundment in the amount of the costs of the impoundment, which are removal, towing, storage, and administrative fees, plus interest at the rate of twelve percent (12%) per year from the date that person paid the costs, and the County shall comply with the order. If the costs of impoundment, which are removal, towing, and storage, have not been paid, the hearings officer shall enter an order directing the County to pay the costs to the tow truck operator, and the County shall comply with the order. The County and City are not liable for damages if the police officer who ordered the impound relied in good faith and without gross negligence, on the records of the Department of Licensing in ascertaining whether the operator of the vehicle had a suspended or revoked driver's license.

E. In the event that the administrative hearings officer finds that the impound was proper, but that the removal, towing or storage fees charged for the impoundment were improper, the administrative hearings officer shall determine the correct fees to be charged. If the costs of impoundment have been paid, the administrative hearings officer shall enter a judgment against the County and in favor of the person who has paid the costs of impoundment for the amount of the overpayment plus interest at the rate of twelve percent (12%) per year on the overpayment from the date that person paid the costs, and the County shall comply with the order. The tow truck operator is liable to the County for the amount of the overpayment and interest at the rate of twelve percent (12%) per year. The tow truck operator shall make the payment to the County no later than sixty (60) days after the tow truck operator receives notice of the requirement to pay. The County may bring an action in the King County District Court against the tow truck operator to recover the overpayment plus interest at the rate of twelve percent (12%) per year.

F. No determination of facts made at a hearing under this Section shall have any collateral estoppel effect on a subsequent criminal prosecution and shall not preclude litigation of those same facts in a subsequent criminal prosecution.

G. An appeal of the administrative hearings officer's decision shall be conducted according to, and is subject to the procedures of this Section. In accordance with RCW 46.55.240(1)(d), a decision made by an administrative hearings officer may be appealed to the King County District Court for final judgment. The hearing on the appeal under this Subsection shall be de novo. A person appealing such a decision must file a request for an appeal in district court within fifteen (15) days after the decision of the administrative hearings officer and must pay a filing fee in the same amount required for the filing of a suit in district court. If a person fails to file a request for an appeal within the time specified by this Section or does not pay the filing fee, the right to an appeal is waived and the administrative hearings officer's decision is final.

7. Contracts for towing and storage.

The King County Sheriff's Office and the City Manager and/or designees are authorized and directed to enter into appropriate agreements and to promulgate rules and regulations to provide for the fair and efficient administration of any contract(s) awarded to registered tow truck operators pursuant to this Section. Such contracts shall be at no cost to the County and the City and shall provide that the tow truck operator may recover the costs of towing and storage only from the person seeking to redeem the impounded vehicle, or from the proceeds of sale of an unclaimed vehicle pursuant to RCW 46.55.130, and that the County and City shall not be responsible for payment of such costs except upon order of the administrative hearings officer pursuant to Subsection 6 of this Section.

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

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF MARCH, 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Pamela Simmons, Acting City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 7, 2001
Passed by the City Council: March 21, 2001
Date of Publication: March 24, 2001
Effective Date: March 29, 2001

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Resolution Restricting for Five Years the Street Excavations That Can Occur After Completion of the 228th Ave. Phase 1B Street Widening Project

Meeting Date: 3/21/01

Date Submitted: 3/15//01

Originating Department: Public Works

Action Required: Adopt resolution

Clearances:

 Administration Police

 x Public Works Fire

 Building/Planning x Attorney

Exhibits: Resolution

Committee:

Budgeted Amount: Not applicable

Summary Statement:

This resolution is required to invoke in regard to the 228th Avenue Phase 1B, SE 24th Street to SE 8th Street, the provisions of Sammamish Ordinance 2001-78, which places restrictions on street excavations in newly improved streets within five years of those improvements. These restrictions, however, are not automatically imposed; utilities, property owners and franchise holders first have to be notified and given 45 days to undertake any necessary street excavations. The Director of Public Works can extend additional time if such time extension does not interfere with the City's ability to undertake the street improvements.

In regard to 228th Avenue Phase 1B, property owners, utilities and franchise holder have already had many months of additional notice that this project is taking place and the City has included the utilities and franchise holders in the planning and design of the project..

Recommended Motion:

Adopt resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2001-66**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, MAKING ORDINANCE NO. O2001-78
APPLICABLE TO THE 228TH AVENUE PHASE 1B
PROJECT**

WHEREAS, City of Sammamish Ordinance No. O2001-78 prohibits excavations in a City street within five years of the City Council adopting an ordinance or resolution authorizing the paving or repaving of that street, except under the conditions set forth in the Ordinance; and

WHEREAS, the 228th Avenue Phase 1B project was approved by the City Council prior to adoption of Ordinance O2001-78; and

WHEREAS, the City Council finds that including the 228th Avenue Phase 1B project in the prohibition on excavations set forth in Ordinance No. O2001-78 is in the best interest of the citizens of Sammamish;

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

Section 1. Ordinance No. O2001-78 Applicable to the 228th Avenue Phase 1B Project.
The prohibitions and conditions on excavations in City streets contained in Ordinance No. O2001-78 are hereby applied to the 228th Avenue Phase 1B project, and the date of passage of this resolution shall be the date from which the deadlines under the Ordinance shall be calculated.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF MARCH, 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Pamela Simmons, Acting City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 16, 2001
Passed by the City Council: March 21, 2001
Resolution No.: R2001-66

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Contract for Supply and Delivery of Lighting
Fixtures and Poles for 228th Ave. SE
Improvements Phase 1B

Meeting Date: March 21, 2001

Date Submitted: March 16, 2001

Originating Department: Public Works

Action Required:

Clearances:
 X Administration _____ Police
 X Public Works _____ Fire
_____ Building/Planning X Attorney

Council Award the Contract

Exhibits:
Bid Tab

Committee:

Budgeted Amount: \$450,000

Summary Statement:

The City is purchasing the lighting fixtures and poles and provide as "owner furnished material" for installation by the contractor awarded the construction contracts for the improvement of 228th Ave SE Phase 1B. This contract is required to save time for supply and delivery of material, to complete the project within the schedule.

Recommended Motion:

Council award the subject project to the lowest bidder, Totem Electric of Tacoma, INC. in the amount of \$446,324.00.

City of Sammamish, Washington

ITEM #	DESCRIPTION	UNIT	QT Y	Engineers' Estimate		TOTEM ELECTRIC OF TACOMA, INC.		TRANSTECH ELECTRIC, INC.	
				UNIT PRICE	EXTENDE D PRICE	UNIT PRICE	EXTENDED PRICE (\$)	UNIT PRICE	EXTENDED PRICE (\$)
1	28 Ft. Round Tapered Decorative Pole and Base (1) with W.J. Whatley A4328-18-64/801-DG-R1-N6/SAM Decorative Twin 8' Mast Arm (1) and Decorative Twin 8' Mast Arm (1) and King Luminaire KA72-T-2-96"-7" Rise-DG/SAM (Twin) Tear Drop Luminaire (2) King Lum. K205-EPP-III-200 (MOG)-HPS-240-PL- PEC-DG/SAM Complete Assembly	EACH	22	\$3,272	\$71,984.00	\$ 3,661.00	\$ 80,542.00	\$ 3,721.25	\$ 81,867.50
2	28 Ft. Round Tapered Decorative Pole and Base (1)with W.J. Whatley A4328-18-64/801-DG-R1-N6/SAM Decorative Single 8' Mast Arm (1) and King Luminaire KA72-T-1-96"-7" Rise-DG/SAM (Single) Tear Drop Luminaire (1) King Lum. K205-EPP-III-200 (MOG)-HPS-240-PL- PEC-DG/SAM Complete Assembly	EACH	22	\$2,478.00	\$54,516.00	\$ 2,592.00	\$ 57,024.00	\$ 2,748.00	\$ 60,456.00
3	16 Ft. Round Tapered Decorative Pedestrian Pole (1) W.J. Whatley OA355-16-DG-3/PTR-R1-N1- N6/SAM Acorn Style Luminaire With Louver Optical Refraction (1) King Lum. K118-LAR-III-150 (MOG)-HPS-240- K18-GR-DG/SAM Banner Arm (1) FP300-24"-DG/SAM Complete Assembly	EACH	100	\$1,519.00	\$151,900.00	\$ 1,545.00	\$ 154,500.00	\$ 1,681.00	\$ 168,100.00

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