

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
May 2, 2001**

Wednesday, May 2, 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	7:35 pm
2. Presentations/Proclamations	
3. Executive Session – If necessary	
Mayor/Council/Committee Reports	7:40 pm
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 minutes. Additional comments will be permitted before each ordinance is voted on)	7:50 pm
Consent Calendar	8:05 pm
4. Claims for period ending May 2, 2001 in the amount of \$895,200.54	
5. Minutes of April 18, 2001 Regular Meeting	
6. Minutes of April 25, 2001 Special Meeting/Study Session	
Unfinished Business	
7. Hardship Exception/Scindia	8:10 pm
New Business	
8. Hardship Exception/Plateau Bible Church	8:15 pm
9. Hardship Exception/Labrador	8:20 pm
10. Hardship Exception/Daily	8:30 pm

- | | | |
|-----|---|-----------------|
| 11. | Ordinance: Second Reading Stormwater Management Comprehensive Plan | 8:40 pm |
| 12. | Ordinance: Second Reading System Developer Charges | 8:45 pm |
| 13. | Ordinance: Second Reading Stormwater Rate Increase | 8:50 pm |
| 14. | Resolution: 2000 Sidewalk Improvement Completion | 9:05 pm |
| 15. | Contract: City Hall Public Input Process | 9:10 pm |
| 16. | Contract Amendment: Comprehensive Plan/Edaw | 9:20 pm |
| 17. | Contract: Hearing Examiner | 9:25 pm |
| 18. | Contract Amendment: Park Acquisition/Couch | 9:30 pm |
| 19. | Approval: Plans Examiner Salary | 9:35 pm |
| 20. | Agreement: Underground Conversion/PSE | 9:45 pm |
| | City Manager Report | 9:50 pm |
| 10. | ADJOURN | 10:05 pm |

CITY COUNCIL ROLL CALL

DATE: May 2, 2001

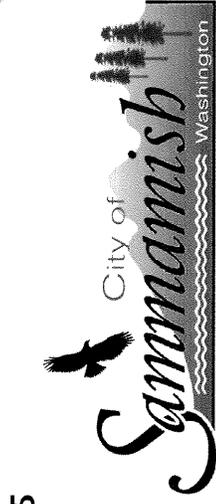
<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
Mayor Troy Romero	___X___	_____	_____
Deputy Mayor Ken Kilroy	___X___	_____	_____
Jack Barry	___X___	_____	_____
Phil Dyer	___X___	_____	_____
Don Gerend	___X___	_____	_____
Ron Haworth	___X___	_____	_____
Kathleen Huckabay	___X___	_____	_____

MAY 2001

Meeting Schedule

Updated: 04/27/01

SUN MON TUE WED THU FRI SAT



6	7	8	9	10	11	12
1 7:00 pm Skate Park Design Workshop (at Eastlake H.S.)	2 5:30 pm Public Works Committee 7:30 pm Regular Council Meeting (at City Hall)	3 7:00 pm Planning Advisory Board (at City Hall) Highland Ridge Plat Hearing 7:00pm Fire District #83	4	5	17 7:30 pm PAB/Land Use Subcommittee (at City Hall) Castle Pines & Beaver Dam Tract D Plat Hearings 7:00pm, City Hall	19
13	14	15 7:00 pm Skate Park Design Workshop (at Eastlake H.S.) Wesley Cove Appeal Hearing 7:00pm, City Hall	16 6:30 pm Finance Committee 7:30 pm Regular Council Meeting (at City Hall)	17 7:30 pm PAB/Land Use Subcommittee (at City Hall) Castle Pines & Beaver Dam Tract D Plat Hearings 7:00pm, City Hall	18	20
20	21 7:00 pm Open House Park, Rec & Open Space Comp. Plan (at City Hall)	22 7:00 pm PAB/Public Involvement Subcommittee (at City Hall) Timberline Ridge Plat Hearing 7:00pm, City Hall	23 6:30 pm Com. Dev. Committee 7:30 pm Council Study Session (at City Hall)	24 7:00 pm PAB/Transportation Subcommittee (at City Hall) 48th Street Townhouses Appeal Hearing 7:00pm, location?	25	26
27	28 Memorial Day Holiday City Hall Closed	29	30	31		

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

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

OFF SITE LOCATIONS:
 East Side Fire Station #82
 1851 - 228th Avenue NE

East Side Fire Station 83
 3425 Issaquah-Pine Lake Road

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.

AGENDA TOPICS - For Planning Purposes Only (Contact Clerk to Verify Dates)			
Mon 4/30	6:30 pm	PARC	Open House: Park, Rec & Open Space Comp Plan
MAY			
Tues 5/1	7 pm	Skate Park Design Workshop	Eastlake High School Commons
Wed 5/2	5:30 pm	Public Works Committee	
Wed 5/2	7:30 pm	Regular Meeting	4 Land Use Hardship Exception Ordinance: Second Reading SW Comp Plan Ordinance: Second Reading: System Developer Fees Ordinance: Second Reading Stormwater Rate Increase Contract: City Hall Public Input Contract: Amendment/Couch Contract: Hearing Examiner (tent.)
Thurs 5/3	7:00 pm	Planning Advisory Board	
Wed 5/9	7:30 pm	Study Session	Privatization of Parks/Paul Guppy (V.P. Research) WA Institute of Policy Research Family Summit Human Services Grants Policy
Tues 5/15	7:00 pm	Skate Park Design Workshop	Eastlake High School Commons
Wed 5/16	5:30 pm	Finance Committee	
Wed 5/16	7:30 pm	Regular Meeting	Neighborhood Improvement Project List Surface Water Management Program
Thurs 5/17	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Mon 5/21	6:30 pm	PARC	Open House: Park & Rec and Open Space Comp Plan
Tues 5/22	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 5/23	6:30 pm	Community Dev. Com.	
Wed 5/23	7:30 pm	Study Session	
Thurs 5/24	7:00 pm	Planning Advisory Board	Transportation Subcommittee
Tues 5/29	7:00 pm	Skate Park Design Workshop	Eastlake High School
JUNE			
Wed 6/6	5:30 pm	Public Works Committee	
Wed 6/6	7:30 pm	Regular Meeting	
Thurs 6/7	7:00 pm	Planning Advisory Board	
Wed 6/13	7:30 pm	Study Session	
Mon 6/18	6:30 pm	PARC	
Wed 6/20	5:30 pm	Finance Committee	
Wed 6/20	7:30 pm	Regular Meeting	
Thurs 6/21	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 6/26	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 6/27	6:30 pm	Community Dev. Com.	
Wed 6/27	7:30 pm	Study Session	
Thurs 6/28	7:00 pm	Planning Advisory Board	Transportation Subcommittee
JULY			
Wed 7/4		<i>HOLIDAY</i>	
Wed 7/5	5:30 pm	Public Works Committee	
Wed 7/5	7:30 pm	Regular Meeting	Ordinance: First Reading Extension of Land Use Moratorium
Wed 7/11	7:30 pm	Study Session	
Mon 7/16	6:30 pm	PARC	
Wed 7/18	5:30 pm	Finance Committee	
Wed 7/18	7:30 pm	Regular Meeting	Ordinance: Second Reading Extension Land Use Moratorium
Thurs 7/19	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 7/24	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 7/25	6:30 pm	Com. Dev. Committee	
Wed 7/25	7:30 pm	Study Session	

AUGUST			
Wed 8/1	5:30 pm	Public Works Committee	
Wed 8/1	7:30 pm	Regular Meeting	
Thurs 8/2	7:00 pm	Planning Advisory Board	
Wed 8/8	7:30 pm	Study Session	
Mon 8/13	6:30 pm	PARC	
Wed 8/15	5:30 pm	Finance Committee	
Wed 8/15	7:30 pm	Regular Meeting	
Thurs 8/16	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 8/21	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 8/22	6:30 pm	Com. Dev. Committee	
Wed 8/22	7:30 pm	Study Session	
Thurs 8/23	7:00 pm	Planning Advisory Board	Transportation Subcommittee
SEPTEMBER			
Wed 9/5	5:30 pm	Public Works Committee	
Wed 9/5	7:30 pm	Regular Meeting	
Wed 9/12	7:30 pm	Study Session	
Mon 9/17	6:30 pm	PARC	
Wed 9/19	5:30 pm	Finance Committee	
Wed 9/19	7:30 pm	Regular Meeting	
Thurs 9/20	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 9/25	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 9/26	6:30 pm	Com. Dev. Committee	
Wed 9/26	7:30 pm	Study Session	
Thurs 9/27	7:00 pm	Planning Advisory Board	Transportation Subcommittee
<p>Shared Use Agreement-Issaquah/LW SD</p> <p>Second Reading: Amendment to Chapter 16.82 Requirements for Clearing and Grading</p> <p>Second Reading: Civil Penalties for Clearing/Grading Violations</p> <p>Second Reading: Park, Recreation & Open Space Plan</p>			

Check: 3606
Vendor: Sam

05/02/2001
Sammamish Plateau Water Sewer

	<u>Amount</u>	<u>Invoice No</u>
	21.96	
Total for Check Number 3606:	21.96	
Total for Accounts Payable Check Run:	21.96	(1)

(1) { \$815,790.⁰⁷
21.96
8,013.98
6,700.00
1,559.14
1,431.62
8,555.14
3,224.60
49,904.03

895,200.54

Check: 3569	05/02/2001		
Vendor: APWA	American Public Works Assoc	<u>Amount</u>	<u>Invoice No</u>
		110.00	
	Total for Check Number 3569:	----- 110.00	
Check: 3570	05/02/2001		
Vendor: AWC	Association of Wa Cities	<u>Amount</u>	<u>Invoice No</u>
		85.00	
	Total for Check Number 3570:	----- 85.00	
Check: 3571	05/02/2001		
Vendor: BMC	BMC West	<u>Amount</u>	<u>Invoice No</u>
		49.10	2325032
		49.10	2325032
	Total for Check Number 3571:	----- 98.20	
Check: 3572	05/02/2001		
Vendor: BOFACC	Bank Of America Credit Card	<u>Amount</u>	<u>Invoice No</u>
		162.88	
		145.89	
		22.20	
		210.00	
		80.77	
		79.83	
		210.00	
		41.94	
		79.82	
		108.59	
		291.28	
		13.81	
		65.27	
		18.59	
		375.00	
		65.27	
		7.59	
		62.35	
		27.15	
		25.20	
		68.04	
		74.50	
		68.04	
		25.90	
		229.95	
		169.90	
	Total for Check Number 3572:	----- 2,729.76	
Check: 3573	05/02/2001		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		6,899.01	31862692

		2.12	31961541
		78.15	32082420
		2.58	32082430

	Total for Check Number 3573:	6,981.86	
Check: 3574	05/02/2001		
Vendor: CRYST	Crystal Springs Water Company	<u>Amount</u>	<u>Invoice No</u>
		28.02	470896
		107.92	470896

	Total for Check Number 3574:	135.94	
Check: 3575	05/02/2001		
Vendor: DAVILA	Gail Davila	<u>Amount</u>	<u>Invoice No</u>
		29.73	

	Total for Check Number 3575:	29.73	
Check: 3576	05/02/2001		
Vendor: DELL	Dell Marketing L.P.	<u>Amount</u>	<u>Invoice No</u>
		5,547.71	560607654

	Total for Check Number 3576:	5,547.71	
Check: 3577	05/02/2001		
Vendor: EASTFIRE	Eastside Fire & Rescue	<u>Amount</u>	<u>Invoice No</u>
		308,333.33	
		308,333.33	

	Total for Check Number 3577:	616,666.66	
Check: 3578	05/02/2001		
Vendor: EDAW	Edaw, Inc.	<u>Amount</u>	<u>Invoice No</u>
		3,000.00	10410

	Total for Check Number 3578:	3,000.00	
Check: 3579	05/02/2001		
Vendor: ESRI	ESRI, Inc.	<u>Amount</u>	<u>Invoice No</u>
		1,305.13	90408427

	Total for Check Number 3579:	1,305.13	
Check: 3580	05/02/2001		
Vendor: FORD	Ford Graphics, Inc.	<u>Amount</u>	<u>Invoice No</u>
		2,908.70	1199063
		1,974.87	2034945
		29.70	1216672

	Total for Check Number 3580:	4,913.27	
Check: 3581	05/02/2001		
Vendor: GENUITY	Genuity Solutions, Inc.	<u>Amount</u>	<u>Invoice No</u>
		126.50	23789097

	Total for Check Number 3581:	126.50	

Check: 3582	05/02/2001		
Vendor: ICMA	ICMA	<u>Amount</u>	<u>Invoice No</u>
		250.00	16985

	Total for Check Number 3582:	250.00	
Check: 3583	05/02/2001		
Vendor: INCA	Inca Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		39,013.91	25601

	Total for Check Number 3583:	39,013.91	
Check: 3584	05/02/2001		
Vendor: IOS	IOS Capital	<u>Amount</u>	<u>Invoice No</u>
		633.63	51341287

	Total for Check Number 3584:	633.63	
Check: 3585	05/02/2001		
Vendor: KCFLEET	King County Fleet Admin	<u>Amount</u>	<u>Invoice No</u>
		270.52	200393
		270.52	200393

	Total for Check Number 3585:	541.04	
Check: 3586	05/02/2001		
Vendor: KINGDD	King County DDES	<u>Amount</u>	<u>Invoice No</u>
		316.80	104126076
		369.60	104126076
		369.60	104126076
		528.00	104125890

	Total for Check Number 3586:	1,584.00	
Check: 3587	05/02/2001		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		61,765.31	1028331
		1,369.11	1028333
		7,449.38	1028334
		16,836.09	1028332
		868.96	1028335

	Total for Check Number 3587:	88,288.85	
Check: 3588	05/02/2001		
Vendor: OER	Olympic Environmental Resource	<u>Amount</u>	<u>Invoice No</u>
		21,209.75	3

	Total for Check Number 3588:	21,209.75	
Check: 3589	05/02/2001		
Vendor: PACE	Pace Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		2,273.70	16645
		7,157.50	16646

	Total for Check Number 3589:	9,431.20	

Check: 3590	05/02/2001		
Vendor: POI	Professional Office Interiors	<u>Amount</u>	<u>Invoice No</u>
		1,259.21	
		1,259.22	

	Total for Check Number 3590:	2,518.43	
Check: 3591	05/02/2001		
Vendor: PSE	Puget Sound Energy	<u>Amount</u>	<u>Invoice No</u>
		838.41	
		1,008.49	

	Total for Check Number 3591:	1,846.90	
Check: 3592	05/02/2001		
Vendor: PUGH	KATHY PUGH	<u>Amount</u>	<u>Invoice No</u>
		250.00	

	Total for Check Number 3592:	250.00	
Check: 3593	05/02/2001		
Vendor: QWEST	QWEST	<u>Amount</u>	<u>Invoice No</u>
		164.57	
		164.58	

	Total for Check Number 3593:	329.15	
Check: 3594	05/02/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		328.00	
		328.00	

	Total for Check Number 3594:	656.00	
Check: 3595	05/02/2001		
Vendor: SAFFRON	Saffron	<u>Amount</u>	<u>Invoice No</u>
		1,000.00	

	Total for Check Number 3595:	1,000.00	
Check: 3596	05/02/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		43.87	2000-411

	Total for Check Number 3596:	43.87	
Check: 3597	05/02/2001		
Vendor: SB&MAC	Stewart Beall & MacNichols	<u>Amount</u>	<u>Invoice No</u>
		140.00	

	Total for Check Number 3597:	140.00	
Check: 3598	05/02/2001		
Vendor: SUBURB	Suburban Cities Association	<u>Amount</u>	<u>Invoice No</u>
		252.00	00-483

	Total for Check Number 3598:	252.00	

Check: 3599	05/02/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		17.92	330-0079035
		20.91	330-0079035
		20.91	330-0079035
		17.92	330-0079811
		20.91	330-0079811
		20.91	330-0079811

Total for Check Number 3599: 119.48

Check: 3600	05/02/2001		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		20.53	

Total for Check Number 3600: 20.53

Check: 3601	05/02/2001		
Vendor: VIBRANT	Vibrant Plants	<u>Amount</u>	<u>Invoice No</u>
		404.74	166742

Total for Check Number 3601: 404.74

Check: 3602	05/02/2001		
Vendor: WADOT	Wa State Dept of Transp	<u>Amount</u>	<u>Invoice No</u>
		82.50	
		96.25	
		96.25	

Total for Check Number 3602: 275.00

Check: 3603	05/02/2001		
Vendor: WELLS	Wells Farm & Nursery	<u>Amount</u>	<u>Invoice No</u>
		691.00	8127

Total for Check Number 3603: 691.00

Check: 3604	05/02/2001		
Vendor: WESTERN	Western Graphics, Inc.	<u>Amount</u>	<u>Invoice No</u>
		232.83	4936

Total for Check Number 3604: 232.83

Check: 3605	05/02/2001		
Vendor: WILSON	Michael Wilson	<u>Amount</u>	<u>Invoice No</u>
		4,328.00	

Total for Check Number 3605: 4,328.00

Total for Accounts Payable Check Run: 815,790.07



Check: 3560 04/24/2001
Vendor: ICMA401 ICMA

	<u>Amount</u>	<u>Invoice No</u>
	8,013.98	
Total for Check Number 3560:	8,013.98	
Total for Accounts Payable Check Run:	8,013.98	(1)

5-2-01
Check Register

Check: 3566 04/24/2001
Vendor: KCCOURT King County Superior Court

	<u>Amount</u>	<u>Invoice No</u>
	6,700.00	
Total for Check Number 3566:	6,700.00	
Total for Accounts Payable Check Run:	6,700.00	①

5-2-01
Check Register

Check: 3567	04/24/2001		
Vendor: SAMTRAVE	Sammamish Travel Fund	<u>Amount</u>	<u>Invoice No</u>
		1,500.00	
	Total for Check Number 3567:	----- 1,500.00	
Check: 3568	04/24/2001		
Vendor: WAEMP	State of Wa Employment Security Dept	<u>Amount</u>	<u>Invoice No</u>
		59.14	
	Total for Check Number 3568:	----- 59.14	
	Total for Accounts Payable Check Run:	----- 1,559.14	(1)

5-2
Check Request

Check: 3553 04/17/2001
Vendor: VOICE Voice Stream Wireless

	<u>Amount</u>	<u>Invoice No</u>
	1,147.96	
	135.63	
	102.82	
	45.21	

Total for Check Number 3553:	1,431.62	

Total for Accounts Payable Check Run:	1,431.62	(1)

FOR 5-2
Check Register

Check: 3550	04/16/2001		
Vendor: CAMWEST	Camwest Development	<u>Amount</u>	<u>Invoice No</u>
		7,725.00	
	Total for Check Number 3550:	-----	
		7,725.00	
Check: 3551	04/16/2001		
Vendor: CASCADE	Cascade Appraisal, LLC	<u>Amount</u>	<u>Invoice No</u>
		400.00	
	Total for Check Number 3551:	-----	
		400.00	
Check: 3552	04/16/2001		
Vendor: PINGREY	Daniel M. Pingrey	<u>Amount</u>	<u>Invoice No</u>
		430.14	
	Total for Check Number 3552:	-----	
		430.14	
	Total for Accounts Payable Check Run:	-----	
		8,555.14	(1)

For 5-2-01
Check Register

Check: 3490	04/16/2001		
Vendor: WALAB	Wa State Dept of Labor & Indus	<u>Amount</u>	<u>Invoice No</u>
		3,224.60	

	Total for Check Number 3490:	3,224.60	

	Total for Accounts Payable Check Run:	3,224.60	①

For 5-2-01
check request

Check: 3564	04/24/2001		
Vendor: KCCOURT	King County Superior Court	<u>Amount</u>	<u>Invoice No</u>
		35,000.00	

	Total for Check Number 3564:	35,000.00	
Check: 3565	04/24/2001		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		14,504.03	
		400.00	

	Total for Check Number 3565:	14,904.03	

	Total for Accounts Payable Check Run:	49,904.03	(1)

5-2-01
Check Request

**City of Sammamish
City Council Minutes
Regular Meeting
APRIL 18, 2001**

Deputy Mayor Kilroy called the regular meeting of the Sammamish City Council to order at 7:30 pm.

Councilmembers present: Deputy Mayor Ken Kilroy, Councilmembers Don Gerend, Ron Haworth and Kathleen Huckabay.

Councilmembers absent: Mayor Troy Romero, Councilmembers Jack Barry and Phil Dyer.

MOTION: Councilmember Gerend moved to excuse Mayor Romero and Councilmembers Barry and Dyer. Councilmember Huckabay seconded. Motion passed unanimously 4-0.

Staff present: City Manager Ben Yazici, Director of Public Works John Cunningham, Director of Community Development Ray Gilmore, Finance Director Lyman Howard, Police Sergeant Dan Pingrey, City Engineer Dick Thiel, Planning Manager David Sawyer, City Attorney Bruce Disend and Administrative Assistant Gail Davila.

Roll Call/Pledge

Roll was called. Councilmember Haworth led the pledge.

1. Approval of Agenda

MOTION: Councilmember Haworth moved Item 9j be removed from the agenda. Councilmember Huckabay seconded. Motion passed unanimously 4-0.

MOTION: Councilmember Huckabay moved to approve the agenda as amended. Councilmember Haworth seconded. Motion carried unanimously 4-0.

2. Presentations/Proclamations

3. Executive Session – deleted

4. Mayor/Council/Committee Reports

- Finance Committee (Councilmember Huckabay): Committee discussed some policy changes and reporting changes. This was the first meeting with the new Finance Director Lyman Howard.
- Public Works (Councilmember Gerend): Committee did not meet. Councilmember Gerend attended a workshop on transportation alternatives.
- Community Development Committee (Councilmember Dyer): No report
- Public Safety Committee (Councilmember Haworth): No report

- Mayors Report: No report

5. Public Comment

Ralph Hope, 23228 SE 15th Court, Believes the conditions for the development of Sarah's Crossing are not being met and violate the agreement negotiated by the homeowners of Claremont development. He asked the City to issue stop work orders immediately.

Mark Wittman, Redmond, WA, Asked how he could get his request for a hardship exception on the agenda.

Mike Rundle, 2470 196th Avenue, Thanked the City for sponsoring the Eastlake Sammamish Trail Design Workshop on April 6th and 7th. He encouraged Council to take action on the information gathered at the workshop.

6. Consent Calendar

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

7. Public Hearing

- a) **Stormwater Management Comprehensive Plan Adoption**
- b) **System Development Charges Increase**
- c) **Stormwater Rate Increase**

Deputy Mayor Kilroy opened the Public Hearing at 7:55 pm.

City Engineer Dick Thiel gave a summary presentation on the Stormwater Management Comprehensive Plan. He discussed the changes that had been made in the plan since it was originally presented in July.

Public Comment:

Greg Allan, 530 254th Avenue NE, Redmond, Gave a handout to Council outlining what he believes are flaws in the design manual.

Erica Taliacos, 1130 Lancaster Way SE, Believes that additional monitoring of wetland areas should be addressed in the Comprehensive Plan.

Deputy Mayor Kilroy closed the Public Hearing 8:15 pm.

7. Unfinished Business

- a. **Hardship Exception/Scindia**

Planning Manager David Sawyer explained this item had been tabled from the previous regular meeting. It is before Council for their further consideration of granting the hardship exception. The Scindia Group is asking to short plat their lot into six lots to make it more salable.

Fred Matson, representing the Scindia Group, gave Council a copy of a letter written to the Sammamish Plateau Water and Sewer District asking for an extension on their foreclosure proceeding until the Land Use Moratorium is lifted. The Sewer District has denied the extension.

MOTION: Councilmember Huckabay moved to grant a hardship exception to the land use moratorium. Councilmember Gerend seconded.

Councilmember Haworth said this is a case where there is no hardship but perhaps just a bad business investment. Councilmember Gerend feels that the Scindia Group is facing a hardship because of the moratorium.

MOTION: Councilmember Haworth moved to table the hardship exception to the next regular meeting. Councilmember Gerend seconded. Motion failed 3-1 with Councilmember Huckabay dissenting.

MOTION: Councilmember Haworth moved to reschedule this item to the next regular Council meeting so more Councilmembers would be present to vote on the issue. Councilmember Gerend seconded. Motion carried unanimously 4-0.

b) Resolution: Final Plat Approval Trossachs Division 8 Subdivision

City Attorney Bruce Disend explained that because this project was granted preliminary plat approval under King County the Council is very limited in what they can decide. The developer has met all the conditions as set forth by the County.

MOTION: Councilmember Haworth moved to approve the final plat of Trossachs Division 8 and direct the Deputy Mayor to sign the mylars in the Mayor's absence. Councilmember Gerend seconded. Motion passed unanimously 4-0 (R2001-69).

Councilmember Huckabay is opposed to granting final plat approval as long as the City is not collecting any impact fees for the project. Mr. Yazici explained the staff is working with King County to collect all mitigation fees paid to the County but due to the City.

7. New Business

**a) Hardship Exception/26039 SE near W. Beaver Lake Drive SE
(Frates/Morgan)**

Planning Manager David Sawyer gave the staff report. The request is for an exception to the Land Use Moratorium to create a three lot short plat. The property is jointly owned by 14 family members.

MOTION: Councilmember Huckabay moved to grant the hardship exception. Councilmember Gerend seconded. Motion failed 1-3 with Deputy Mayor Kilroy, Councilmembers Gerend and Huckabay dissenting.

Councilmember Huckabay said she did not feel this case represented a significant financial hardship.

b) Hardship Exception/ 236th Avenue NE and NE 17th Place/(Hood Development, LLC)

Mr. Sawyer gave the staff report. This request is for a 14-lot subdivision of 4.82 acres. The applicant is requesting the exception based on expiration of water certificates and financial hardship created by engineering work preformed.

MOTION: Councilmember Huckabay moved to deny the hardship exception request. Councilmember Haworth seconded. Motion passed unanimously 4-0.

Councilmember Huckabay said this request does not fall within the spirit of the hardship exception which is provided for family-owned, small short plats. Councilmember Gerend felt the request does not qualify since the water certificates were obtained after the moratorium was in effect.

c) Hardship Exception/21436 NE 8th Street (Moreland)

Mr. Sawyer gave the staff report. This request is for a two lot short plat. Hardship request is based on the expiration of water certificates.

MOTION: Councilmember Haworth moved to grant the hardship approval. Councilmember Gerend seconded. Motion passed unanimously 4-0.

- d) Ordinance: First Reading Stormwater Management Comprehensive Plan**
- e) Ordinance: First Reading System Developer Charges**
- f) Ordinance: First Reading Stormwater Rate Increase**

City Manager Ben Yazici gave the staff report. The stormwater comprehensive plan has gone through several reviews, a public hearing was held and the plan is ready to be adopted. He requested Council consider all three ordinances together. Adoption of this plan does not preclude any further basin studies or follow-up on citizen complaints that may come later.

Council requested this matter be scheduled for the next Study Session on April 25, 2001.

g) Resolution: Identifying year 2001 road pavement overlay candidates

Public Work Director John Cunningham gave the staff report. This resolution will enact the provisions of O2001-78 which prevents excavation of newly repaved streets. This will protect all of the streets listed in the overlay program for 2001. The streets to be repaved next year are:

- Issaquah-Beaver Lake Road from 251st Avenue SE to SE Duthie Hill Road
- SE 8th Street from SE 32nd Street to SE 24th Street
- 220th Place NE from 221st Avenue NE to NE 23rd Street
- NE 17th Street from 211th Way NE to 209th Place NE
- NE 18th Place from 211th Way NE to 209th Place NE

- 209th Place NE from NE 17th Street to South End
- 210th Court NE from NE 18th Place to West End
- E. Lake Sammamish Shore Lane (Waverly Shores)

MOTION: Councilmember Haworth moved to approve a resolution identifying the 2001 overlay program streets to enact the provisions of O2001-78. Councilmember Gerend seconded. Motion carried unanimously 4-0 (R2001-70).

h) Interlocal: 2001 Overlay Program

Mr. Cunningham gave the staff report. This interlocal agreement with King County provides for the pavement overlay work to be done on the streets identified in the 2001 Overlay Program.

MOTION: Councilmember Huckabay moved to authorize the City Manager to enter into an interlocal agreement with King County for pavement overlay work for 2001. Councilmember Haworth seconded. Motion passed unanimously 4-0.

i) Contract: Sidewalk Construction/Gray & Osborne

Mr. Yazici gave the staff report. This contract is for design engineering for the sidewalk improvement program for this year. The projects for this year are the sidewalks near Margaret Mead and Samantha Smith elementary schools.

MOTION: Councilmember Haworth moved to authorize the City Manager to sign a contract with Gray & Osborne for design engineering for the sidewalk improvement program. Councilmember Gerend seconded. Motion passed unanimously 4-0.

j) Resolution: National Fire Protection Association Proposed Standards 1710 and 1720

Mr. Yazici gave the staff report. This resolution identifies and opposes the proposed new standards by the National fire Protection Association (NFPA) which would create financial impact to the City.

MOTION: Councilmember Haworth moved approval of the resolution with the condition that the resolution be faxed in the morning of August 19, to NFPA Headquarters and to their meeting place in California. Motion passed unanimously 4-0. (R2001-71)

Council recessed to Executive Session at 9:25 pm to discuss real estate acquisition.

Open Session continued at 9:35 pm

8. **Adjournment** – Deputy Mayor Kilroy adjourned the meeting at 9:40 pm

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

PRELIMINARY

**City of Sammamish
City Council
Special Meeting/Study Session Notes
April 25, 2001**

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

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

Staff present: City Manager Ben Yazici, Director of Public Works John Cunningham, Director of Community Development Ray Gilmore, City Attorney Bruce Disend, City Engineer Dick Thiel and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Haworth led the pledge.

1. Executive Session/Potential Litigation

Executive session began at 7:35 pm and concluded at 9:10 pm

OPEN STUDY SESSION

Mayor Romero opened the Study Session at 9:15 pm

1. Stormwater Management Comprehensive Plan.

City Engineer Dick Thiel and consultants from CH2Mhill answered questions from Council and review the comprehensive plan. An executive summary of the Stormwater Comprehensive Plan is available on the City website at www.ci.sammamish.wa.us. The complete text may be viewed at City Hall.

2. City Managers Report

A copy of this report is available upon request of the City Clerk.

Mayor Romero closed the study session at 10:00 pm

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Addition information regarding request to except a nine (9) lot short plat from the City's Development Permit Moratorium by Scindia Partners

Meeting Date: May 2, 2001

Date Submitted: March 29, 2001

Originating Department: Community Development

Clearances:

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

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

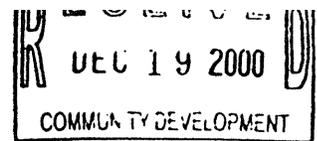
Budgeted Amount: NA

Summary Statement: This request was previously tabled by the Council from the April 4, and April 18, 2001 meetings to allow the applicant time to provide additional information. As a result of the applicant's inability to secure additional water certificates in the last District lottery, the applicant has modified their request to a six (6) lot short plat. The applicant indicates these six lots will have water supplied by existing well rights. The modified lot layout is also included in Attachment B.

In review, the project is located in the vicinity of SE 8th Street and 203rd Avenue SE. The property contains approximately 15.3 acres of land and is currently undeveloped. The applicant's original request is attached as Attachment A.

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

November 27, 2000



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

Re; request for relief from Development Moratorium for Scindia

Dear Mr. Sawyer,

The Scindia Partners purchased the three parcels (0524069033, 0524069117 & 9118) in the late 1970's. The plan was to use the properties for funding their retirements. In the late 1980's, the owners agreed to be included in the East Lake Sammamish Sewer LID. In 1989, the SPW&S district initiated a moratorium on new water hookups. The moratorium was lifted in 1994. I have attached a copy of the history of water availability for your review. As water supplies dwindled, the district went to a lottery system, which still exists today.

During the same time period, the county adopted the Sensitive Areas Ordinance, a Wildlife Corridor System and a Non-Disturbance zone that affects a portion of the 3 parcels.

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

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

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

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

Respectfully,

Al Dabestani

Mr. Al Dabestani
Scindia Partner

Cc; Linda Youngs

ATTACHMENT

Scindia Partners Hardship Exception Request – Page 1 of 2



SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

February 14, 2001

Scindia Investments
Al Dabestani
17215 Smokey Point Dr., Suite B
Arlington, WA 98223

Re: Application for February 2001 Water Allocation for Tax Parcel 052406-9033, 9117, 9118

Dear Mr. Dabestani:

On February 12, 2001 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Scindia project. There were 70.5 Equivalent Residential Units ("ERUs") available for allocation. The District received 60 applications representing 286.5 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 60, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 54, was in the number A57 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A19. Your project has been placed on the waiting list in the order established during the Allocation. The February 2001 Allocation results are provided.

If any projects for which water supply was made available through the February 2001 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on June 11, 2001. Applications are due by 4:30 p.m. on June 7, 2001. A June 2001 Allocation application is enclosed.

The Sammamish Plateau Water and Sewer District has a strong probability of facing a water supply shortage in 2001. Water levels in the groundwater aquifers are well below those normally expected at this time of year. In addition, there are new storage tank projects currently underway that may not be completed in time for the peak summer use period. It could become necessary to move into mandatory restrictions on water use if the situation in the aquifers does not improve or if the tanks are delayed. It is possible the Board may decide to cancel the June 2001 Allocation, if the water supply situation does not improve.

FEB 01 no allocation letter1.doc/01-02-65

ATTACHMENT B

MINED AND APPROVED THIS _____ DAY OF _____, 20____

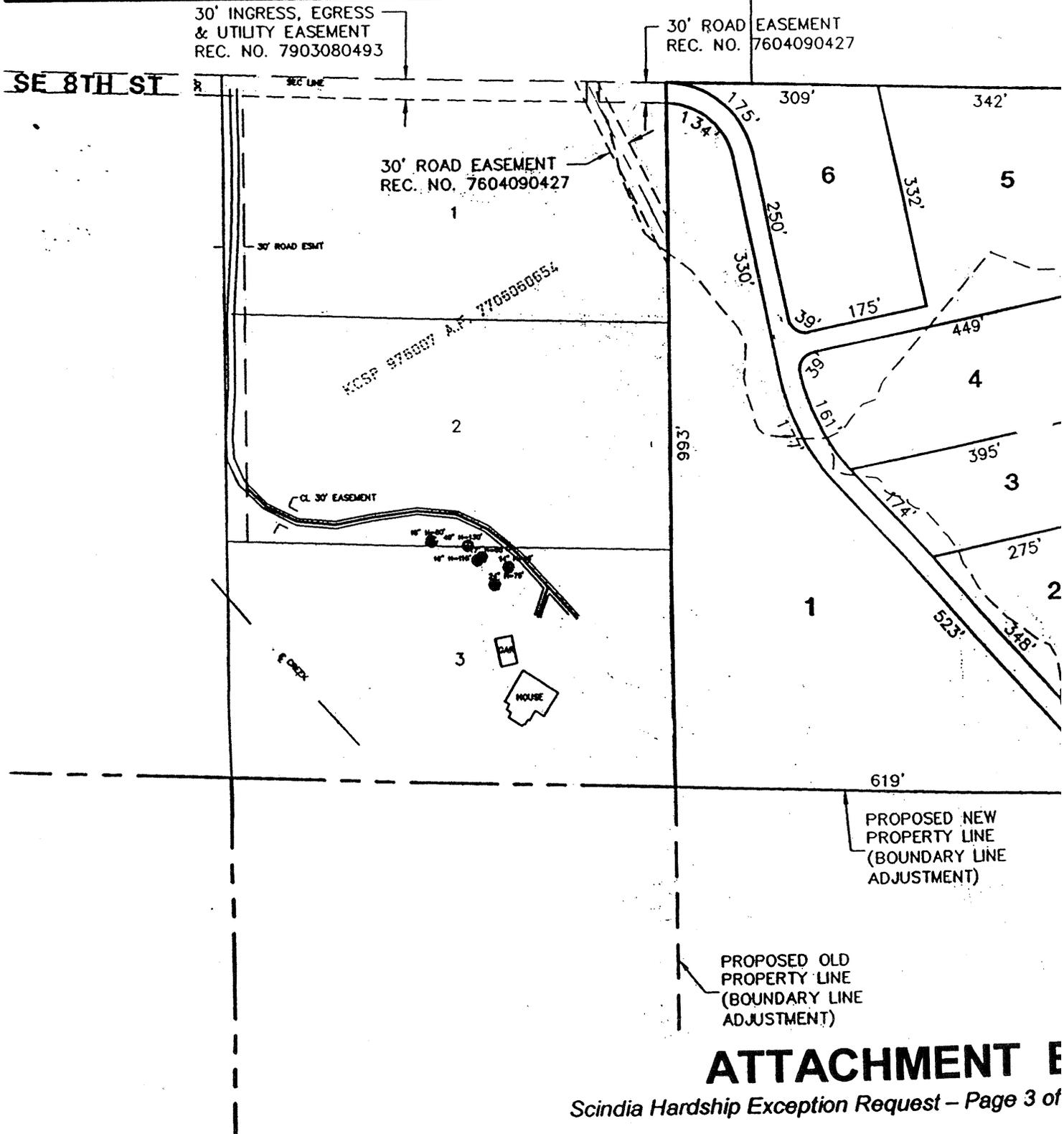
LESSOR _____

DUTY ASSESSOR _____

COUNT NUMBER _____

SCALE: 1 INCH = 200 FT. 

PORTION OF _____ OF NW 1/4, S. _____



ATTACHMENT E



SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

*Rec'd at regular meeting
May 2, 2001
Item # 7
M. Anderson*

April 18, 2001

Fred Mattison
Scindia Partners Representative
705 NW Gilman Blvd.
Issaquah, WA 98027

**RE: Sewer Utility Local Improvement District S-10
Assessments on Tax Parcels 052406-9033, 052406-9117, 052406-9118**

Dear Mr. Mattison:

The Sammamish Plateau Water and Sewer District received your letter dated April 10, 2001 (copy attached) concerning assessments associated with Sewer Utility Local Improvement District S-10 (ULID S-10). Your letter indicates a request to delay foreclosure action currently being pursued by King County as a result of some missed payments associated with ULID S-10.

The District Board of Commissioners considered your request at their meeting of April 16, 2001. The ULID S-10 assessments were pledged to pay off bonds that have associated bond covenants. According to Cynthia Weed of Preston, Gates & Ellis, the District Bond Counsel, the District's bond covenants require the District to promptly and diligently pursue payment of the assessments. By statute and contract the District is required to proceed and can not grant your request for delay of the foreclosure proceeding. Therefore, the Board has denied your request to delay foreclosure action.

If you require additional information, or have further questions, please contact our office.

Sincerely,

Jay Regenstreif, P.E.
Planning Engineer

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: May 2, 2001

Date Submitted: April 27, 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:

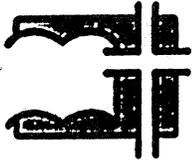
Budgeted Amount: NA

Summary Statement: This request for a two (2) lot short plat located at 120 228th Avenue NE was sent to the Community Development Committee for discussion and recommendation. The CDC discussed the appropriateness of conditioning an exception request and based on a response from the City Attorney, it was determined an exception request should not be conditioned. After further discussion, the CDC decided to return this item to the full Council with a recommendation of approval.

The project is 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 7, 2001 and again considered on March 21, 2001 at which time it was referred to the CDC.

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:
Alicia 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

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 Samamish Plateau
 State Legislative District 47 Zoning SE
 County Council District 6 Shoreline Environment _____

CLASSIFICATION

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

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



PRESENT & ORIG. PHYSICAL APPEARANCE

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

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

A single story wing extends from the east side of the building. A porch with a wood rail and stairs is on the south side of the wing. A single door is contained within the 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 X 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 Nele 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 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.

McCullogh, 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: Request to except a 14 lot subdivision from the City’s Development Permit Moratorium by Labrador Ventures, LLC

Meeting Date: May 2, 2001

Date Submitted: April 27, 2001

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 14 lot subdivision. The project is located near East Lake Sammamish Parkway NE and SE 8th Street. Currently, staff is working with the applicant to address a code enforcement action on the property regarding past clearing and grading without a land surface modification permit. The applicant’s request is attached as Attachment A for the Council’s review.

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

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

March 27, 2001

RECEIVED BY Chp

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

MAR 28 2001

CITY OF SAMMAMISH

Re: *Mandalay* (Labrador Ventures, LLC)
Tax Parcels Numbers: 322506-9162, 9163, 9167, 9230, 9235, 9248

Dear Mr. Sawyer,

I am writing you today urgently seeking "Hardship Exemption" from the City to review our application for a subdivision. We have been through the lottery process twice with the Sammamish Plateau Water and Sewer District in an effort to obtain water allocation certificates. We were fortunate enough to obtain an allocation in the June 2000 lottery from among 121 applicants. Our hardship is as follows:

The water allocation certificates are valid for six months from the time they are paid for. We were given 60 days to make payment from the time the lottery results were announced. We submitted over \$30,000 to the S.P.S.W.D. in August of 2000 to retain the certificates. Since the City has not yet lifted (and in fact) further extended it's moratorium on review of applications for subdivision since we tendered payment to the District, we were allowed a single extension on our certificate validity by the District for an additional six months. The extension expires in August 2001.

If the water allocation certificate is allowed to expire, we will once again be forced to participate in a random lottery. Development and water demands being what they are, it is very likely that we may never be able to economically develop the property. Therefore, a water allocation loss at this point would constitute a substantial hardship for us far exceeding the value of the certificates themselves.

We plead with you and the City of Sammamish to accept our subdivision application for review before the expiration of our certificates. Our application package is complete and ready for submittal. We have contracted the Engineering firm: **Group 4, Inc.** to manage the application process. **John Mirante** is our project manager at **Group 4**. Please contact him with any questions you may have regarding this urgent matter. His phone number is: **(425) 775-4581**. Time is of the essence and your prompt attention to this matter is greatly appreciated.

Respectfully,

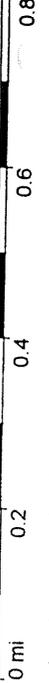
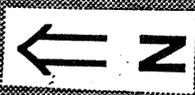
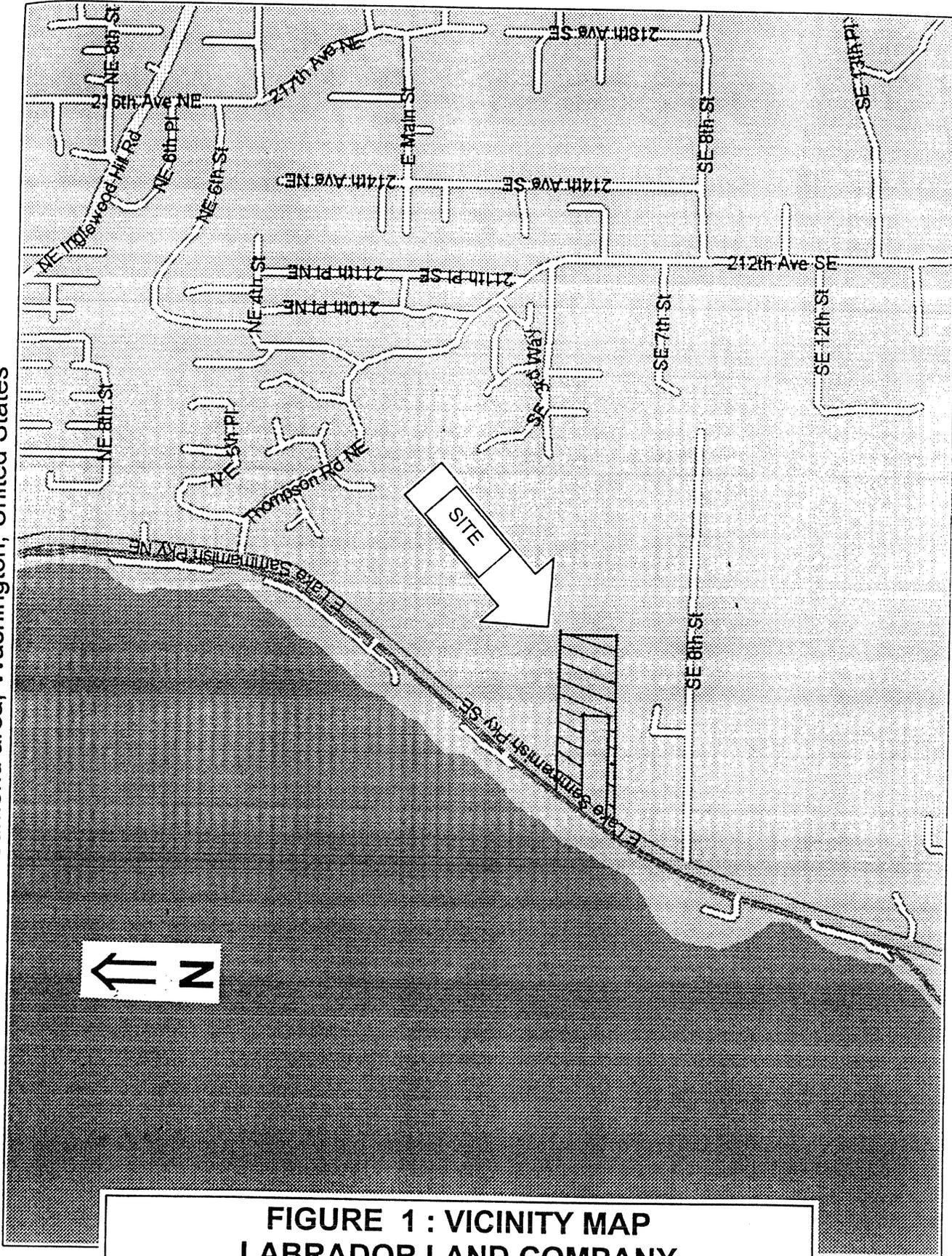


Bradley K. Hughes, General Manager
cc: John Mirante, Group 4

ATTACHMENT A

Labrador Ventures, LLC Hardship Exception Request – Page 1 of 2

Redmond area, Washington, United States



**FIGURE 1 : VICINITY MAP
LABRADOR LAND COMPANY**

GIG F

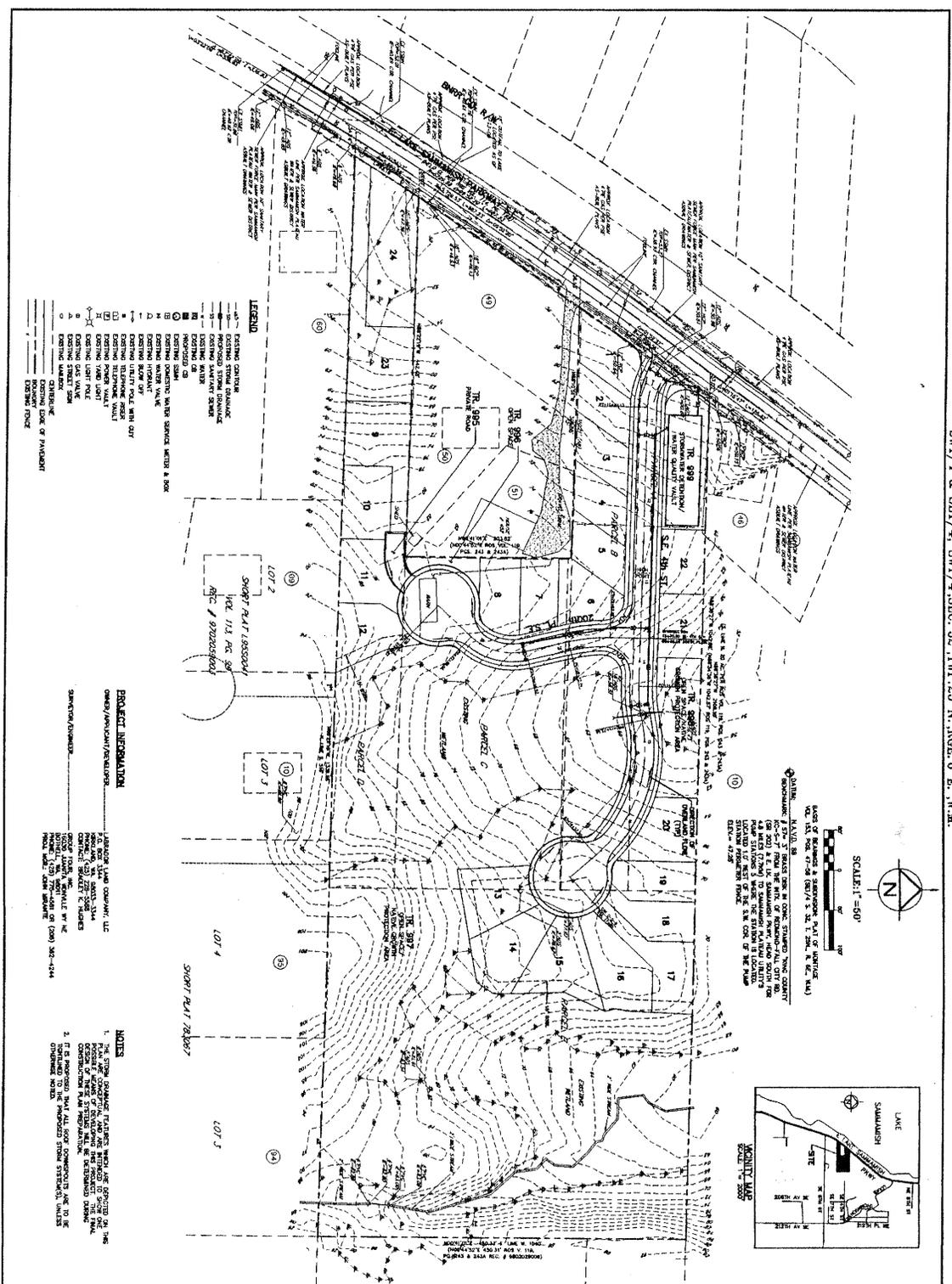
ATTACHMENT A

© 2000 Microsoft Corp. and/or its suppliers. All rights reserved. <http://www.microsoft.com/Streets>
 Geographic Data Technology, Inc. All rights reserved. © 1999 Navigation Technologies. All rights reserved.
 CompuSearch Micromarketing Data and Systems Ltd

a includes information taken with permission from Canadian authorities © Her Majesty the Queen in Right of Canada

Received at Regular Meeting
 May 2, 2001
 Item #9
 M. Anderson

SW1/4 & SE1/4, SW1/4, SEC. 32 T17P.25 N. RGE. 6 E. W.M.



SCALE: 1" = 60'

DATE: MAY 10, 2001
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 APPROVED BY: J. L. BROWN

108 NO-00-8006 SHT 1 OF 1	MANDALAY CONCEPTUAL DRAINAGE PLAN		
	CITY OF SAMMAMISH WASHINGTON	GROUP FOUR, Inc. 16030 JUANITA WOODINVILLE WAY NE BOOTHILL WASHINGTON 98011 (206) 775-4541 DRAWN BY: JLB DATE: 7/14/01	

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Request to except a 26 lot subdivision from the City's Development Permit Moratorium by Charles Daily

Meeting Date: May 2, 2001

Date Submitted: April 27, 2001

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 26 lot subdivision. The project contains 5 acres and is located near 236th Avenue NE and NE 22nd Street. The applicant's request is attached as Attachment A for the Council's review.

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

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

David Sawyer
File

Attorneys at Law

DIESEN, WITTMAN & GRAVES

16701 NORTHEAST 80TH, REDMOND, WASHINGTON 98052
TELEPHONE (425) 885-2630
FAX (425) 558-5993

RECEIVED BY gms

APR 11, 2001

CHARLES F. DIESEN
MARK P. WITTMAN
WILLIAM C. GRAVES

April 9, 2001

CITY OF SAMMAMISH

City of Sammamish
City Council
704 – 228th Ave. N.E. PMB 491
Sammamish, WA 98074

Re: Charles Lee Daily
Request for Hardship Exception from Provisions of
Moratorium

Dear Council Members:

I represent Charles Lee Daily. Mr. Daily is the owner of a five acre parcel designated as Tax Parcel No. 272506-9076-04. The location of Mr. Daily's parcel is as outlined on the attached site plan from Geotech Consultants.

Mr. Daily acquired the subject property in 1986. Since that time, he has invested substantial funds in development fees and costs towards the end of applying for a formal subdivision of the property. To date, Mr. Daily has secured and paid for water and sewer availability for the property, conducted and paid for soil tests and traffic studies, and incurred other fees and costs necessary for a formal subdivision.

The moratorium on development applications initially passed by the City in May of 1999 has prevented Mr. Daily from applying for approval of the planned subdivision. Renewals and extensions of the moratorium now operate to impose an unreasonable hardship upon Mr. Daily for the reasons discussed below.

The purpose of this letter is to formalize Mr. Daily's request for a hardship exemption from the existing moratorium. In support of his request, Mr. Daily wishes to present to the Council certain facts and circumstances, including the following:

1. The water and sewer availability secured through King County, at substantial cost, may lapse in the absence of completing the subdivision process.

ATTACHMENT A

Charles Daily Hardship Exception Request – Page 1 of 4

2. Mr. Daily's substantial monetary investment in soil studies, traffic studies, and pre engineering costs is at risk and subject to forfeiture unless a formal subdivision can be applied for at the earliest available date.

3. Given that there is in place a 54 lot subdivision immediately to the east of Mr. Daily's property, granting of a hardship exemption and subsequent approval of a formal subdivision will not materially change the level of development already introduced into the surrounding area.

4. The formal subdivision planned by Mr. Daily will not overburden the existing municipal infrastructure pending completion of the City's growth management act planning process.

As Mr. Daily's counsel, I am asking that his request for a hardship exemption be addressed at the council meeting scheduled for Wednesday, April 18, 2001. Through a copy of this letter to the City Clerk, I am requesting that I be advised of whatever additional steps need be taken by my office in order to include this matter on the April 18th council meeting agenda.

Thank you for your consideration in this matter.

Sincerely;

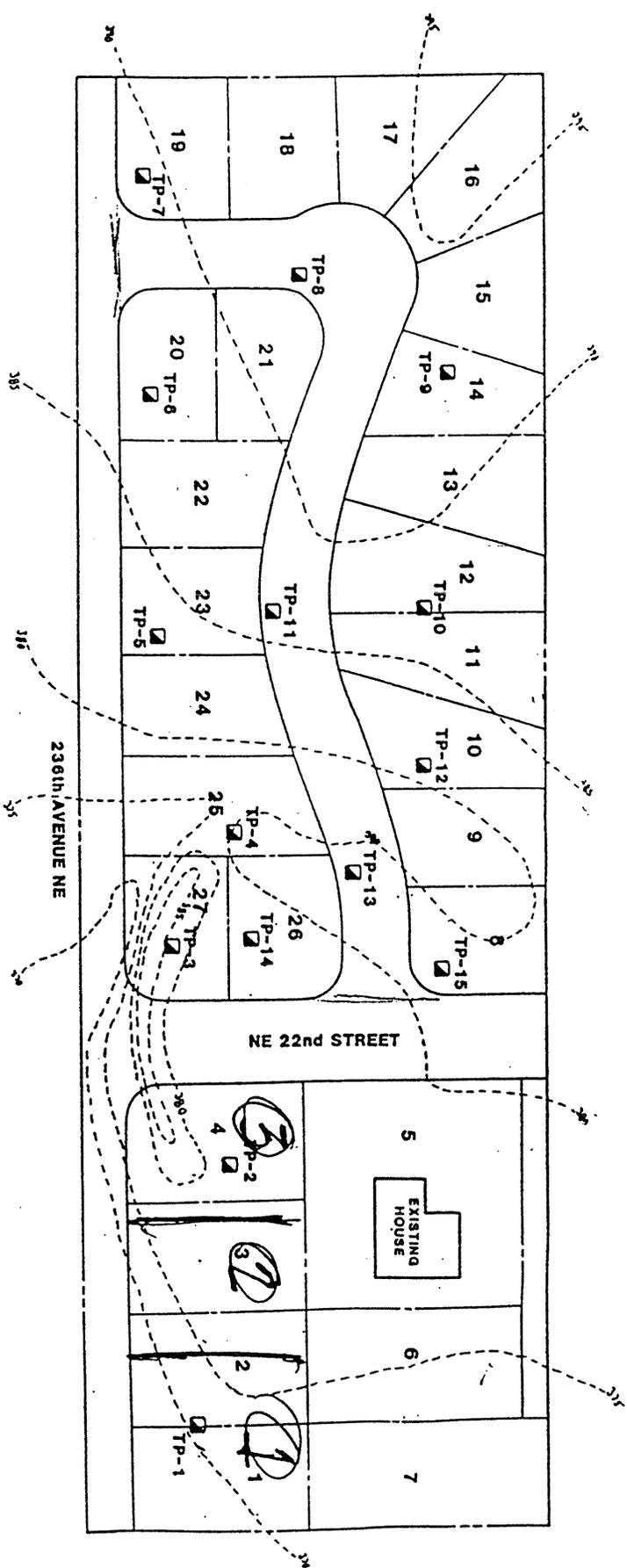


Mark P. Wittman

MPW:tcc

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130 ea,



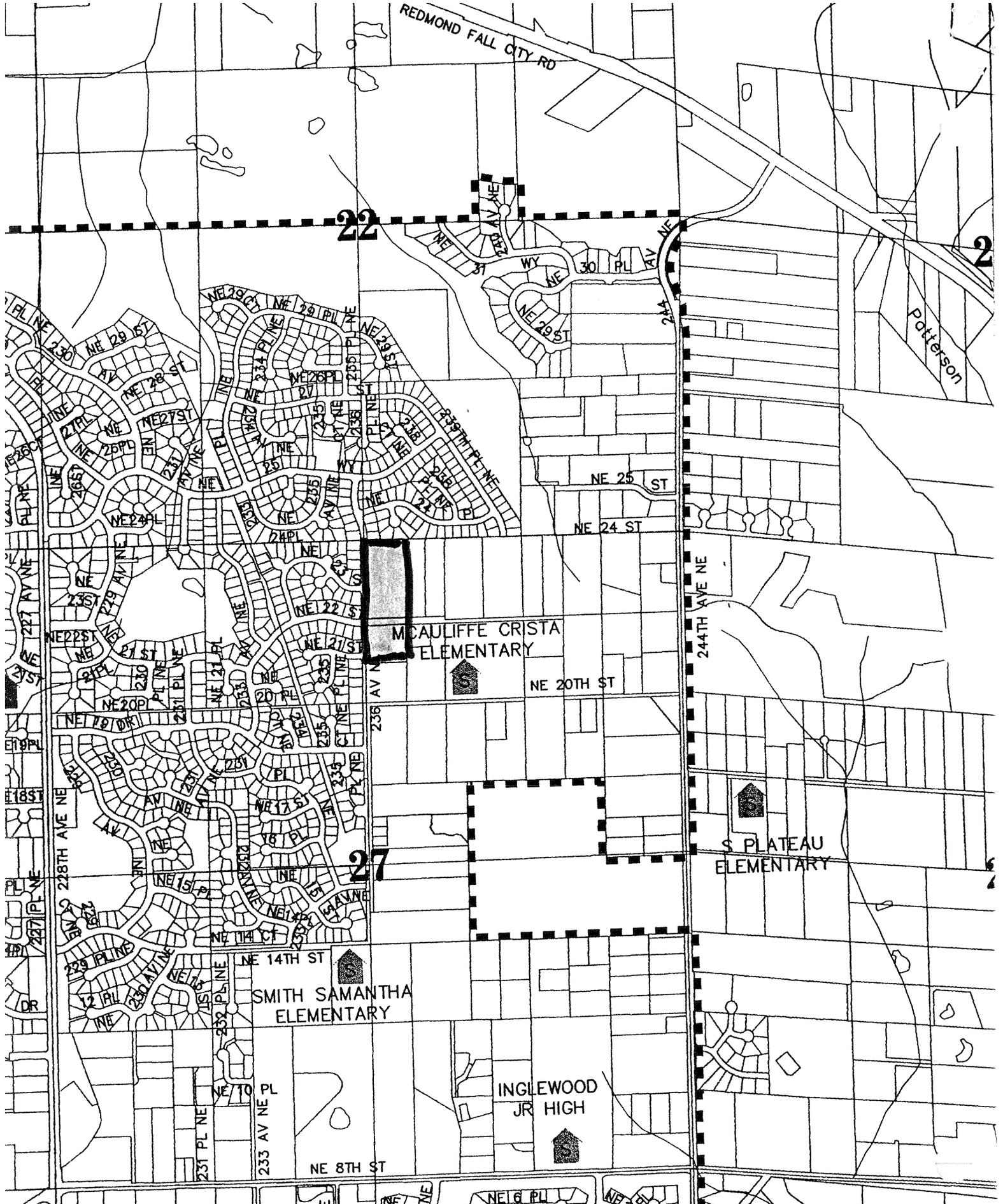
LEGEND:
 APPROXIMATE TEST PIT LOCATIONS

**GEOTECH
CONSULTANTS**

SITE EXPLORATION PLAN
 236XX NE 22nd STREET
 KING COUNTY, WASHINGTON

Job No.: 82497 Date: DEC 1992 Scale: Rev: 2

ATTACHMENT A



22

22

27

REDMOND FALL CITY RD

Patterson

McAuliffe Crista
ELEMENTARY

NE 20TH ST

244TH AVE NE

S PLATEAU
ELEMENTARY

SMITH SAMANTHA
ELEMENTARY

INGLEWOOD
JR HIGH

NE 8TH ST

CITY
HALL

ATTACHMENT A

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: adoption of City of Sammamish
Stormwater Management Comprehensive Plan

Meeting Date: May 2, 2001

Date Submitted: April 4, 2001

Originating Department: Public Works

Action Required: adoption of Ordinance

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Exhibits: proposed Ordinance

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: In June of 2000 CH2M began preparation of a Stormwater Management Comprehensive Plan for the City of Sammamish. This plan, which guides the City in the administration of its stormwater utility, is now complete. The public was involved in the process, with two public workshops being held followed by the April 18th public hearing on the final plan adoption. Draft and final versions of the Plan have been available for review. The development community was invited and did participate in the formulation of the System Developer Charge. The final SWM Comprehensive Plan is now ready for adoption.

Recommended Motion: Approve Ordinance adopting the City of Sammamish Stormwater Management Comprehensive Plan.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING THE CITY'S STORMWATER
MANAGEMENT COMPREHENSIVE PLAN**

WHEREAS, the City has developed a Stormwater Management Comprehensive Plan for the City of Sammamish; and

WHEREAS, there has been extensive participation by both the public and the development community in the development of the plan, including two public workshops; and

WHEREAS, both the draft and final versions of the Plan have been available for public review; and

WHEREAS, on April 18, 2001, the City Council held a public hearing on final adoption of the Plan;

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

Section 1. Stormwater Management Comprehensive Plan Adopted. The Stormwater Management Comprehensive Plan for the City of Sammamish, which is attached hereto as Exhibit A and is incorporated herein by reference, is hereby adopted.

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 ____ DAY OF _____, 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 10, 2001

Passed by the City Council:

Date of Publication:

Effective Date:

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Ordinance adopting System Developer Charge for City Stormwater Utility

Meeting Date: May 2, 2001

Date Submitted: April 4, 2001

Originating Department: Public Works

Action Required: Approve Ordinance

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: System Developer Charge Ordinance

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: In August of 2000 the City adopted an interim System Developer Charge in the amount of \$450/250 sq. ft. of impervious surface for each building permit issued, as recommended by the draft Stormwater Management Comprehensive Plan. As the Plan nears completion, the recommended charge has been adjusted to \$570/ 250 sq. ft. based on the more detailed economic analysis. This charge, again, provides the mechanism for new development to share in the cost of providing excess capacity in drainage conveyance infrastructure necessary to accommodate continuing development.

Recommended Motion: approve the final System Developer Charge ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING A SURFACE WATER
SYSTEM DEVELOPMENT CHARGE**

WHEREAS, new land use development may cause additional surface and storm water runoff problems if not properly mitigated through constructed improvements; and

WHEREAS, developers should pay a fair and equitable portion of the cost of off-site drainage improvements which become necessary due to their projects; and

WHEREAS, the City of Sammamish has conducted a study to establish the criteria to determine the fair and equitable share of such costs;

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

Section 1. Surface Water System Development Charge Authorized.

A. Director of Community Development Authorized to Collect Charge.

The Director of Community Development is authorized to collect a surface water system development charge for all building permits issued by the City. These charges shall be \$570.00 for the first 2500 square feet of impervious surface authorized for construction under the building permit and \$57.00 for each additional 250 square feet of impervious surface beyond the minimum area. All impervious surface areas shall be rounded to the nearest 250 square foot increment. Such charges are in addition to any requirements of the City for on-site improvements.

B. Charges Shall be Liens.

All charges made under this ordinance shall constitute a lien upon the property from which such charges are due, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such lien shall be in the manner provided by law. All properties assessed a surface water system development charge shall have a notation on their plats stating that the property may be subject to a lien for the final costs of any necessary off-site surface water drainage improvements.

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 ____ DAY OF _____, 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 10, 2001

Passed by the City Council:

Ordinance No.

Date of Publication:

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Ordinance increasing the Stormwater Management Fees by 23 per cent/year beginning in the 2002 tax year.

Meeting Date: May 2, 2001

Date Submitted: April 26, 2001

Originating Department: Public Works

Clearances:

 X Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Action Required: Approve Ordinance

Exhibits: proposed Fee Ordinance; final Stormwater Management Comprehensive Plan (under separate cover)

Committee: Public Works

Budgeted Amount:

Summary Statement: the final Stormwater Management Comprehensive Plan being considered for adoption by Council contains a recommendation to increase stormwater rates in 2001 by 13 percent across-the-board to all rate customer classes (p. ES-13). With this rate adjustment the City will be able to meet most all of its operating and capital requirements for 2001, and the City's rate will still be below most all of the surrounding communities. The Plan recommends further increases in future years to complete the proposed list of capital improvement plan projects. Council at study session expressed interest in a 23 percent increase beginning in tax year 2002 to provide a better revenue base for CIP project construction and to begin revenue bond debt retirement. A rate increase of 23 percent across the board for all rate categories is therefore recommended.

Recommended Motion: adopt the proposed Rate Increase Ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ENACTING THE INCREASES IN 2002
STORMWATER RATES RECOMMENDED IN THE CITY'S
STORMWATER MANAGEMENT COMPREHENSIVE PLAN**

WHEREAS, the City Council is currently considering the final Stormwater Management Comprehensive Plan for the City of Sammamish; and

WHEREAS, that Comprehensive Plan recommends that the City enact a thirteen percent across-the-board increase in its stormwater rates for 2002, and consider annual rate increases of ten percent per year thereafter;

WHEREAS, this rate increase will be a significant step towards the City meeting its operating and capital requirements for 2002, and will enable the City to meet future debt service requirements;

WHEREAS, with this rate increase, the City's stormwater rates will still be comparable to or below that charged by most surrounding communities;

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

Section 1. Increase in Stormwater Rates Enacted. The stormwater rates charged by the City of Sammamish as set forth in King County Code Section 9.08.070, which the City adopted by reference in Ordinance No. O99-17, shall be increased to all classes of customers by twenty-three (23) percent, effective in tax year 2002.

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 ____ DAY OF _____, 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 26, 2001

Passed by the City Council:

Date of Publication:

Effective Date:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: 2000 Sidewalk Program; acceptance of completed program construction.

Meeting Date: May 2, 2001

Date Submitted: April 25, 2001

Originating Department: Public Works

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning Attorney

Action Required: Accept School Sidewalk Program sidewalk construction on NE 16th and SE 32nd Way as complete.

Exhibits: Photos

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: with the assistance of the consulting firm of Gray & Osborne, the City constructed sidewalks in the vicinity of Margaret Mead Elementary School on NE 16th St. and Sunny Hills Elementary School on SE 32nd Way. Westwater Construction Co. completed the project within budget and substantially on schedule, did excellent quality work, and was a pleasure to work with. The cost of the construction was \$602,665.54. All work is now successfully completed; Council needs to accept the project as complete so that the Dept. of Revenue can be notified, the necessary certifications obtained, and the retainage released to the contractor.

Recommended Motion: accept the City of Sammamish 2000 School Sidewalks Program construction by Westwater Construction as complete.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH
SCHOOL SIDEWALK PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of September 20, 2000, the City Council awarded the Construction Contract for the Sammamish School Sidewalk Improvement Project to Westwater Construction Company

WHEREAS, the project was substantially completed by the contractor on April 9, 2001.

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

Section 1. Acceptance of the Sammamish School Sidewalk Project as Complete. The City of Sammamish hereby accepts the Sammamish School Sidewalk Project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Public Works is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

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

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 23, 2001

Passed by the City Council:

Resolution No.:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: Proposal for City Hall/Campus
Design Charette**

Meeting Date: May 2, 2001

Date Submitted: April 27, 2001

Originating Department: City Manager

**Action Required: Authorize City Manager to sign
contract with In Form, Inc.**

Clearances:

 X Administration Police

 Public Works Fire

 Building/Planning Attorney

**Exhibits: A – Consultant’s Charette Proposal
 B – Standard Professional Services
 Contract**

Committee:

Budgeted Amount: \$9,725

Summary Statement: The City Council requested that we get broader public input to determine if we need to build a City Hall. We have retained In form Inc. Architects to help us to do this. They are very familiar with this issue, as they have completed the preliminary site analysis work for us.

The proposed contract amount is \$9,725. We have funds in our budget to pay for this.

Recommended Motion: Move to authorize the City Manager to sign the Standard Professional Services Contract for the City Hall facilities for an amount not to exceed \$9,725.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: *In Form, Inc.*

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$9, 725

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending June 27, 2001, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

17. **Notices.**

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

City Manager
City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone number: (425) 898-0660

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

Arny W. Bailey, AIA
Principal
In Form, Inc.
12330 – 120th Avenue Northeast
Kirkland, Washington 98034
425-821-7760

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

April 17, 2001

Exhibit A

The City of Sammamish
Mr. Ben Yazici, City Manager
104 228th Avenue NE
PMB 491
Sammamish, Washington 98053
United States of America



RE: City Hall Design Charette

Dear Ben,

Thank you for meeting with me regarding possible solutions for gaining public input on the City Hall Building and Campus. We have been very grateful to have been involved in the Site Analysis and Pre-Design work on this facility and look forward to continued involvement through design and construction.

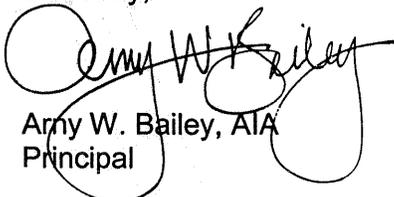
As noted in our meeting, a valuable tool in gaining input from the public is that of holding a Design Charette. Undoubtedly, you are already familiar with this process as you have been through similar exercises for the Community Center component and roadway improvements. This process consists of inviting community participants into the design process by holding public forums to gather information and then interpolate that information into a document to be used by the design architect in conjunction with the Site Analysis and Pre-Design Studies already completed. By doing this, the Council could be assured public needs and desires were addressed, thereby reducing opposition to the project.

In Form recently held a similar Charette for the Lake Washington Youth Soccer Association (LYWSA). This non-profit group currently holds land that is held under the Farmland and Open Space Preservation Act. By such designation as determined by the State, this land cannot be used for open space recreation such as youth soccer. It was LWYSA's desire to gain community input and potentially support by inviting community members, local jurisdictions, organizations, neighbors and professionals to the Charette to determine the best use for the land as determined by the community. The results of this input, indicated a highly favorable desire to allow open space recreation for this property. The final product consisted of a Master Plan Document as well as a Video, produced by our office, which was then turned over to legislators in the hopes of gaining support for allowing open space recreation on land held in this Act. It also helped LWYSA learn of the desires of the community regarding their land.

The process utilized for this Charette is one that I would propose for the City of Sammamish. It is a intense two day design session followed by a final third day in which the results are presented to the City Council in a public meeting. I have outlined the proposed method and timeline as well as included a fee for facilitating this session. Please review the information and let me know if you have any comments or concerns.

I look forward to hearing from you and commencing this stage of the project development.

Sincerely,



Arny W. Bailey, AIA
Principal

The City of Sammamish

In Association with

In Form, Inc.

City Hall Building and Campus Design Charette-2001

Scope and Schedule

To develop a Masterplan and Aesthetic Guideline Manual for the new City Hall Building and Campus located at the southwest corner of 228th Ave SE and SE 8th Street in the City of Sammamish. This Manual would be the result of citizen input and would be an integral part of the design program turned over to the selected architect in the design of the facility.

The purpose of the Charette will not be to critique the Program specific to the City Hall facility as defined in the Pre-Design Study specifically relating to spacial requirements and staff needs. It will be centered around the concept that we have the land and need to get community feedback on if they think the City should build on the 10 ac and if so, what do they think it should look like. The publicity will be centered around this idea. This process will help establish the criteria for aesthetic direction for the design architect.

Invitation-Publish in next Newsletter-May 16th, 2001

Completed by: City of Sammamish Staff with In Form input.

Publish an invitation to community preferably through the City of Sammamish Newsletter (see attachment No. 1 for a sample of this letter).

Receive RSVP's/establish list of participants-May 25th, 2001

Received by: In Form, Inc.

It will be necessary to establish a list of attendees to ascertain the size of the group in order to determine and reserve the proper venue. For the purpose of this proposal, we will assume that the group will be no larger than 75 persons.

Confirm location and reserve space (if necessary)-June 1, 2001

See Pre-Charette Arrangements and Responsibilities listed below

Issue Agenda to Attendees-June 1, 2001

Completed by: In Form, Inc.

Mail out agenda and plan to attendees before hand to give them an idea on what items will be focused on during the Charette. This may include copies of the Site Analysis and Pre-Design Studies in black and white format as well as other informational documents.

Day One of Charette-Brainstorming/Consensus Building-June 9, 2001

Location: City of Sammamish, City Council Chambers

This session will be used to first familiarize the Attendees with the existing site, inclusive of the Site Analysis Study already preformed, the Pre-Design Study and Program, as previously defined by City forces and secondly to ascertain the needs and desires of the community as they relate to the property. These ideas will be categorized according to components including but not limited to aesthetic qualities, transportation, pedestrian, environment, maintenance, etc.

8:00 a.m.-9:00 a.m. Introductions, program distribution and existing facilities tour

9:00 a.m.-11:00 a.m. Brainstorming session

11:00 a.m.-11:15 a.m. Break

11:15 a.m.-12:00 p.m. Consensus building

Compilation of Brainstorming Ideas-Week of June 11th, 2001

Completed by: In Form, Inc.

In Form will compile all ideas and suggestions received in Day One-Brainstorming/Consensus Building in preparation for Day 2, Design Solutions.

Day Two of Charette-Design Solutions- June 16th, 2001

Location: In Form, Inc offices in Kirkland, Washington

In Form will facilitate the development of Design Solutions by presenting the list of all the ideas received in Day 1 and breaking into study groups to focus on the Key Community Issues and how they could be responded to by design. These groups would be rotated every few minutes to give all individuals an opportunity to respond to all Key Issues. These groups would be led by associates of In Form, Inc..

8:00 a.m.-9:00 a.m. Introduction, outline for days activities

9:00 a.m.-11:00 a.m. Design study session

11:00 a.m.-11:15 a.m. Break

11:15 a.m.-12:00 p.m. Presentation of ideas to Attendees

Compilation of Design Solutions –Week of June 18th, 2001

Completed by In Form, Inc.

In preparation for Day 3- Presentation, In Form would develop a Masterplan and Aesthetic Design Manual as a result of the input received by the community.

Day Three Presentation-June 27th, 2001-Council Study Session

Pre-Charette Arrangements and Responsibilities:

City of Sammamish

- Facilities for brainstorming meeting-tables (preferably rounds) with chairs.
- Facilities for the third day of the Charette/Presentation-City Council Chambers.

In Form, Inc.

Issue approved letter of invitation to Issaquah Press for publication in Sammamish Review, May 16th.

Assemble packages for attendees including program information, maps of facility, photos of existing features, schedule of events, sketch and note paper, etc.

- Facilities for Day 2, Consensus Building Session (depending upon size of group will be held at the In Form, Inc. office in Kirkland-can hold up to 75 persons).

Fee Breakdown:

<u>Service</u>	<u>Cost by Task</u>	<u>Total</u>
Invitation (assist City Forces)-		\$ 190.00
Project Architect x 2 @ \$95.00	\$ 190.00	
Receive RSVP's/establish list of participants-		\$ 70.00
Administrative x 2 @ \$35.00	\$ 70.00	
Determine location and reserve space-		\$ N/A
By City	N/A	
Issue Agenda and Materials to Attendees-		\$ 620.00
Project Architect x 2 @ \$95.00	\$ 180.00	
Project Manager x 2 @ \$85.00	\$ 170.00	
Administrative x 6 @ \$45.00	\$ 270.00	
Day One of Charette-Brainstorming-		\$ 760.00
2 staffers x 4 @ \$95.00	\$ 760.00	
Compilation of Brainstorming/Consensus		\$2,070.00
Project Architect x 2 @ \$95.00	\$ 190.00	
Project Manager x 8 @ \$85.00	\$ 680.00	
Job Captain x 16 @ \$75.00	\$1,200.00	
Day Two of Charette-Design Solutions-		\$2,220.00
6 staffers x 4 @ \$85.00	\$2,040.00	
2 Admin x 2 @ \$45.00	\$ 180.00	
Compilation of Results of Design Solutions-		\$3,580.00
Principal x 1 @ \$120.00	\$ 120.00	
Project Architect x 4 @ \$95.00	\$ 380.00	
Project Manager x 8 @ \$85.00	\$ 680.00	
Job Captain x 32 @ \$75.00	\$2,400.00	
Day Three of Charette-Presentation-		\$ 215.00
Principal x 1 @ \$120.00	\$ 120.00	
Project Architect x 1 @ \$95.00	\$ 95.00	
Total Fee (not including reimbursable expenses)		\$ 9,725.00

Acceptance:

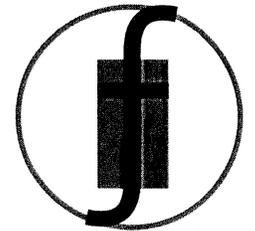
Signature below indicates acceptance of services as defined and associated fee and will serve as the Agreement.

Arny W. Bailey, AIA
Principal

Ben Yazici
The City of Sammamish

City Manager

Rate Schedule



in form inc

architecture • planning • media design

Personnel:

	Rate Per Hour
Principal Architect	\$120.00
Internet Systems Manager	\$ 95.00
HTML Programmer	\$ 75.00
Project Architect/Manager	\$ 90.00
Project Captain	\$ 75.00
Technical/Permit Technician	\$ 60.00
Clerical Personnel	\$ 40.00

Note: In the event that Technical staff is unavailable to perform the required tasks, Project Captains and Managers will be used but billed at the technical staff rate.

Reimbursables:

Automobile Expense	\$ 0.42 per mile
Filing fees, permit fees, review fees, etc.	Amount expended + 18%
Travel Expense	Amount expended + 10%
House Reproduction:	
Photocopies	\$ 0.35 ea.
Sticky backs, Transparencies	\$ 1.50 ea.
24" x 36" Blue-line	\$ 1.50 ea.
Translucent Bond CAD Plots 24" x 36"	\$ 5.00 ea.
Archival Vellum CAD Plots 24" x 36"	\$ 9.00 ea.
Mylar CAD Plots 24" x 36"	\$16.00 ea.
Color CAD Plots 24" x 36"	\$50.00 ea.
Outside reproductions	Amount expended + 10%
Delivery services	Amount expended + 10%
Additional consultant services	Amount expended + 18%
Long distance/air time phone service	Amount expended + 10%
Web Hosting-Intranet Site (Including T-1, 25 meg. Stor., 5 e-mail)	\$75.00/mo.
FTP Site (Up to 25 meg. Storage)	\$50.00/mo.
Excess File Storage (Web and FTP)/10 meg.	\$10.00/mo.
Additional e-mail accounts	\$ 5.00/acct.

All invoices will be billed monthly and are due upon receipt.

TERMS: Interest at 1.5% net 30 days

Attachment No. 1

Sample Invitation Letter to be published in Sammamish Review May 16th Edition.

Invitation to all citizens interested in providing input to the new City Hall Campus...

we have this land, we need a community campus/city hall, and we want to get community feedback on if you think we should build on the 10 ac and if so, what do you think it should look like.

The reason we are experiencing such difficulties in transportation, surface water management and infrastructure is that when King County had the opportunity to deal with it, they did nothing. Now, we find ourselves being reactive, rather than proactive, in trying to solve the problems we have inherited from the County.

As a proactive step toward development of a community campus/city hall, the City Council would like to invite all citizens interested in providing input to a two day Design Charette, facilitated by In Form, Inc. This will allow the Council to ascertain the needs and desires of its citizens in the development of this important edifice. We have the land (southeast corner of 228th Avenue SE and SE 8th Street), we need a community campus/city hall, and we want to get community feedback on if we should build on the ten-acre parcel and if so, what should it look like.

The Charette schedule will be as follows:

Day 1- Saturday, June 9, 2001 8:00 AM-12:00 PM
Sammamish City Hall
Sammamish, Washington

Day 2- Saturday, June 16, 2001 8:00 AM-12:00 PM
In Form, Inc.
Kirkland, Washington

The results will be presented to the City Council during the June 27th Council Study Session.

Registration for participation will be on a first come first served basis as space is limited. Interested persons must be residents of the City of Sammamish and be able to attend ALL the sessions identified.

If interested, call In Form, Inc. Monday through Friday from 8:00 AM until 5:00 PM at (425)821-7760 prior to May 25th, 5:00 PM.

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Amendment to Consultant Services Agreement
EDAW, Inc

Meeting Date: April 27, 2001

Date Submitted: May 2, 2001

Action Required:
Approval of Amended Consultant Services
Agreement

Originating Department:
Community Development

Clearances:

 X Administration Police

 Public Works Fire

 X Attorney
Building/Planning

Exhibits:
Memo from Joe Cloud (EDAW)
Draft Contract Amendment

Committee:

Budgeted Amount:

Summary Statement:

In March of this year, the Council authorized a contract in the amount of \$68,747 to perform services in the development of the City's Comprehensive Plan. IN the first phase of the review, EDAW discovered that there are substantially more parcels within the planning area than previous data provided. The number of additional parcels are actually 44% greater. Combined with the need to "ground truth" the parcels, the need for additional resources (student labor at \$10.00 per hours, estimated 1000 hours of time) would also increase substantially. The student labor would have been under a separate contract.

However, the quality of the City's digital aerial photography was so great the consultant advised the City that the degree of "ground truthing" was essentially eliminated, avoiding the need for hiring student labor. EDAW advised the City that it could do all of the land use inventory for an additional cost of \$11,684 (net). This would provide several advantages:

1. The amount of time required to inventory a parcel will be reduced, which will help make up for the greater number of parcels to be inventoried.

2. The data can be entered directly into the Land Use database during the inventory process by experienced operators at their desks, eliminating the time required to reenter data from field inventory sheets. This eliminates multiple opportunities for errors to creep into the database, and will increase the accuracy and usefulness of the database.
3. The majority of the parcels will be inventoried by EDAW professionals under controlled conditions, optimizing the consistency of data collection. There is no need to rely on volunteers and student labor.
4. The inventory schedule will be much more under control, as we will not be at the mercy of weather and field crews to gather data.
5. The data can be easily confirmed or reevaluated using the same system in the future.

Sufficient funds are budgeted for to accommodate the requested amount.

Recommended Motion:

Staff recommends Council to authorize the City Manager to approve the contract amendment in an amount not to exceed \$11,684.

CONTRACT AMENDMENT
City of Sammamish

Supplement: #1	Date: April 27, 2001
Project: Comprehensive Plan	Contract Number: #C2001-92
Consultant: Edaw, Inc.	

The City of Sammamish desires to supplement and amend the contract with Edaw, Inc. for proposed changes to the Land Inventory Process. All provisions in the basic agreement remain in effect except as expressly modified by this agreement.

EDAW has received a preliminary GIS dataset from the Sammamish Plateau Water and Sewer District for the City and the surrounding study area, including the UGA. Our analysis reveals a total of 18,172 parcels within the Study Area boundaries that were identified during our meeting of March 20. The breakdown of this parcel distribution is as follows: 14,750 within the City boundaries; 3,047 parcels outside of the City but within the UGA boundaries; and 375 parcels to the east of the UGB but west of the Redmond-Fall City Road. This number is 5,572 parcels more than the 12,600 parcels we had assumed in our original proposal, an increase of 44% more parcels that will need to be inventoried. This is a considerable increase.

We have reviewed existing parcel data in our GIS systems, as well as sensitive area folio data and the aerial photography the City recently provided via CD-ROM. The aerial photography has proven particularly valuable – it is a very high quality product and extremely detailed. In fact, it is of such high quality that we feel that the majority of the Land Use Inventory work can be done using a “virtual” methodology, wherein the Land Use Inventory is accomplished by operators using ArcView GIS systems. We feel that there are a number of advantages to this approach:

1. The amount of time required to inventory a parcel will be reduced, which will help make up for the greater number of parcels to be inventoried.
2. The data can be entered directly into the Land Use database during the inventory process by experienced operators at their desks, eliminating the time required to reenter data from field inventory sheets. This eliminates multiple opportunities for errors to creep into the database, and will increase the accuracy and usefulness of the database.
3. The majority of the parcels will be inventoried by EDAW professionals under controlled conditions, optimizing the consistency of data collection. There is no need to rely on volunteers and student labor. This is particularly good news in light of the increase in the number of parcels, which would have required additional time for field work. Our discussions with the University of Washington to date indicate that we would have difficulty getting enough students to commit to doing the work within the timeframe necessary.
4. The inventory schedule will be much more under control, as we will not be at the mercy of weather and field crews to gather data.

5. The data can be easily confirmed or reevaluated using the same system in the future.
6. In doing the data collection this way, we will be capturing data that will have multiple future uses for City staff, including Public Works staff, not just a one time usefulness for the comprehensive planning effort.

We anticipate a minor amount of fieldwork will still be needed after the completion of the computer-based inventory to confirm and augment the findings. This will be needed, for example, to verify type and number of commercial users. In general, we feel that this new method will allow us to remain within schedule despite the substantial increase in parcels that need to be inventoried. As the result of knowing the full dimensions of the task ahead, and having seen quality of the data available for the work, **EDAW would like to propose that we assume responsibility for the entire land use inventory process**, using this virtual method.

We have reviewed the budget for this task, including what additional funds would be needed to complete the inventory. EDAW would require an additional \$21,684 to complete the land use inventory database. Please note that this estimate includes a credit to the City of \$3,250 for time originally identified for field supervision of students. Since the City will not be spending the \$10,000 allocated to pay for the fieldwork, The net additional cost of this methodology is \$11,684. This amounts to a 34% fee increase for a 44% increase in the amount of parcels. The table below illustrates how we arrived at this cost.

Revised Cost Estimate for Land Use Inventory Task

Number of parcels*	18,172
Total Hours, at 2.5 minutes per parcel **	757
Total Cost at \$65/hour	\$49,216
Less Original Allocation (Task 2.0)	(\$24,282)
Additional Fee	\$24,934
Credit for Field Supervision time	(\$3,250)
EDAW Additional Services Request	\$21,684
Reallocation of field work budget	(\$10,000)
Net increased cost to the City	\$11,684

* Original estimate assumed 12,600 parcels

** Original estimate assumed 1000 hours of student time

Original Contract Amount \$68,747	Net Change This Supplemental \$11,684	Contract Total After Change \$80,431
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Approved By

Consultant

City of Sammamish

Date

Edaw, Inc

Date

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Consultant Services Agreement
Hearing Examiner

Meeting Date: May 2, 2001

Date Submitted: April 27, 2001

Originating Department:
Community Development
Clearances:

Action Required:
Approval of Consultant Services Agreement to
Hire Ed Good as a City Hearing Examiner

 Administration Police

 Public Works Fire

 X Building/Planning X Attorney

Exhibits:
Draft Contract

Committee:

Budgeted Amount:

Summary Statement:

The City is in need of an extra hearing examiner to replace Wick Dufford who resigned late last year. Wick continued under his old contract until two appeal cases were completed. Leaving only one hearing examiner to review the caseload currently before the City, it would be necessary to postpone several meeting dates.

Edward Good, a hearing examiner with more than 15 years experience, has offered his services to the City. Mr. Good was interviewed by staff and legal counsel. The proposed rate of \$90 per hour is consistent with our current practices. Theses services have been budgeted for year 2001 – 2002.

Recommended Motion:

Staff recommends approval of the agreement.

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Ed Good, Hearing Examiner

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " "

 A sum not to exceed \$

 X Other (describe): \$90 per hour rate plus direct expenses

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2001, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

7. **Record Keeping and Reporting.**

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

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

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

9. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone number: (425) 898-0660

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

Ed Good
762 Shelter Bay Drive
La Conner, WA 98257

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: Hearing Examiner

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

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

ED GOOD'S SCOPE:

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth by City ordinance, as now or hereafter amended, together with such other or further Hearing Examiner services as may be assigned from time to time by the City Manager, all in accordance with such Rules/Procedures and Performance Guidelines adopted by the City.

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Ray Gilmore

From: BRUCE DISEND [BRUCE@kdmlawfirm.com]
Sent: Tuesday, April 24, 2001 6:23 PM
To: RGilmore@ci.sammamish.wa.us
Subject: Re: FW: Hearing Examiner



SamHEcntr.doc

Ray, I've deleted the insurance provisions. They are not necessary for the Hearing Examiner position. Please have Melonie check the formatting of the agreement. Some of it was scrambled when I received it. I've tried to repair the damage, but what do I know about computers? I'm a damn lawyer.

>>> Ray Gilmore <RGilmore@ci.sammamish.wa.us> 04/24/01 04:59PM >>>
Bruce -
Could you please make the necessary adjustment on the insurance section so I can get this to Ben ASAP. Merci beaucoup.

> -----Original Message-----

> From: Matt Mathes
> Sent: Tuesday, April 24, 2001 4:43 PM
> To: Ray Gilmore
> Cc: Bruce Disend; Ben Yazici
> Subject: Hearing Examiner

>
> -Ray:

>
> If Ed Good is retained, the first two hearing cases for assignment would
> be May 7 PM and/or May 10 7PM. We will ask Gordon to do one and Ed to do
> the other, but cannot confirm either date with Gordon because he is out of
> the country till May 1. Ed is holding both dates at my request, just in
> case he needs to do both.

>
> We normally give the files to the examiner 1week (min.) ahead to read the
> background reports, before the hearings. If Ed is to be hired, I would
> need to know to send out files by Friday April 27.

>
> The May 7 date has already been advertised, the May 10 hearing date
> mailing/notice will go out tomorrow.

>
> The draft agreement is in your box and also as attached file. Please
> advise if you want to me be further involved in the contracting process.

>
>
>
>
>
> <<Contract Agreement Form.doc>>
> Matt Mathes
> Special Project Planner
> 425-836-7910 FAX 898-0669
> email:mmathes@ci.sammamish.wa.us
>

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Meeting Date: May 2, 2001

Contract Amendment for John Couch. for completion of the strategic acquisition study and analysis of.

Date Submitted: April 20, 2001

Originating Department: Parks/Recreation

Action Required: Authorize City Manager to sign contract amendment

Clearances:

 Administration **Police**

 Public Works **Fire**

 Building/Planning X **Attorney**

Exhibits:

a) Contract Amendment

Committee:

Budgeted Amount: \$2,600

Summary Statement:

An amendment to the contract with John Couch for the completion of the strategic acquisition study and analysis of potential parkland within the City of Sammamish. Consultant will work with Parks and Recreation Manager to perform initial site analysis and compile report of properties that accommodate a Community Park or Neighborhood Park.

Recommended Motion:

Approve and authorize City Manager to sign the Contract Amendment to Professional Services Agreement with John Couch.

CONTRACT AMENDMENT
City of Sammamish

Supplement: #1	Date: April 20, 2001
Project: Strategic Park Acquisition Study	Contract Number: #01-90
Consultant: John Couch	

The City of Sammamish desires to supplement and amend the contract with John Couch for the completion of the site analysis and study of potential Community and Neighborhood Park acquisitions. All provisions in the basic agreement remain in effect except as expressly modified by this agreement.

The SCOPE OF WORK is hereby modified to include the following tasks. Fee based upon 40 hours of work at \$65 / hour. Fee not to exceed \$2,600. Target completion for the project is May 31, 2001.

- Task 1: Complete initial list of potential Community Park (40+ acres) and Neighborhood Park (7-15 acres) sites.
- Task 2: Perform site criteria study on each parcel as outlined in the Parks, Recreation and Open Space Plan.
- Task 3: Identify preferred areas for future parks.
- Task 4: Prepare a report on Strategic Acquisition Study that will consist of the pros and cons of each property identified in the study.

Consultant to continue to work directly with the Parks and Recreation Manager.

Payment shall be amended in accordance with the consultant fee determination attached to the contract and as summarized as follows:

Original Contract Amount \$5,000	Net Change This Supplemental \$2,600	Contract Total After Change \$7,600
-------------------------------------	---	--

Approved By

Consultant

City of Sammamish

Date

John Couch

Date

Melonie Anderson

From: BRUCE DISEND [BRUCE@kdmlawfirm.com]
nt: Monday, April 23, 2001 1:09 PM
io: manderson@ci.sammamish.wa.us
Subject: Re: Attachment

The amendment is acceptable as to form.

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Amending the Salary Range for the Plan
Examiner

Meeting Date: May 2, 2001
Date Submitted: April 27, 2001

Originating Department:
Community Development

Clearances:

Action Required:
Approval by City Council

Administration Police

Public Works Fire

Exhibits:

Building/Planning Attorney

Committee:

Budgeted Amount:

Summary Statement:

During the past budget process, the new position of Plans Examiner was approved by the City Council. The salary range recommended by the City Manager was a Grade 12. Since then, we have received eight applications for this position and all of the prospective applicants lack the necessary skills and training to undertake the responsibilities and demands of the position.

Staff conducted a comparison with our neighboring jurisdictions and with King County for comparable or similar positions and have found that the salary range adopted by the City is significantly less. In order to attract qualified candidates, staff feels that it is necessary to adjust the salary range of the Plan Examiner position from a Grade 12 to a Grade 14 to at least be at par with the average salary range of neighboring cities.

There are sufficient funds in the budget to accommodate the proposed salary range adjustment.

Recommended Motion:

Staff recommends Council authorize the City Manager to amend the salary range for the Plans Examiner from Grade 12 to Grade 14.

Received at Council Meeting
 5/2/01
 Item # 19
 M. Anderson

**COMPARISON OF SALARY RANGES
 PLANS EXAMINER**

Jurisdiction	Title	Range
Issaquah	Plans Examiner	\$4,058 - \$5,440
King County	Plans Examiner II	\$3,974 - \$5,067
Seattle	Building Plans Examiner	\$4,274 - \$4,975
Average:		<u>\$4,102 - \$5,161</u>
Current at Grade 11		\$3,481 - \$4,394
Proposed at Grade 14		\$4,146 - \$5,234

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Underground Conversion Agreements for
228th Ave. Phase Street Project

Meeting Date: 5/2/01

Date Submitted: 4/27/01

Originating Department: Public Works

Clearances:

Action Required: Authorize City Manager to Sign
Agreements

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: Electric Tariff and Draft Agreement

Committee:

Budgeted Amount: \$375,000 (part of overall 228th Avenue Project Budget)

Summary Statement:

The City's 228th Ave. project calls for placing the overhead utility distribution lines into underground facilities. State laws and regulations govern how costs for converting overhead facilities to underground are shared between electric power companies and the government agency requesting the conversion. In this case, two key factors determine City's share: 1) 228th is considered a "commercial area" because it requires a three phase system, and, 2) since we are widening the street by more than one lane, our share is limited to 30% of the total \$1.25 million estimated cost. The attached draft agreement is identical to agreements that have been used between Puget Sound Energy and other jurisdictions. However, Public Works staff and the City Attorney's office are working with PSE to craft a final agreement for the 228th Avenue project and intend to have that available at or before the May 2nd Council meeting. Approval by Council on May 2nd is critical in order to keep the 228th Avenue project on schedule. Once PSE has agreed to move its facilities underground, the other utilities (telephone, cable TV, etc.) have no choice but to move underground because the PSE distribution poles will be gone. In fact, the City can then negotiate with those utilities to share part of the City's cost for digging the trenches.

Recommended Motion:

Authorize the City Manager to enter into an agreement with Puget Sound Energy to convert to underground electric power distribution facilities as part of the 228th Avenue Phase 1B and to negotiate and enter into agreements with the other utilities to share trenching costs.

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 71
CONVERSION TO UNDERGROUND SERVICE
IN COMMERCIAL AREAS

1. **DEFINITIONS** - The following terms when used in this schedule shall have the meanings given below:
 - a. **Main Distribution System:** An underground electric distribution system exclusive of "Underground Service Lines" as defined herein.
 - b. **Underground Service Lines:** Underground electric service lines provided, installed and maintained by the customer in nonresidential areas extending from service connections of the structure to the designated secondary service connection point of a Main Distribution System.
 - c. **Conversion Area:** That geographical area wherein the Company's overhead electric distribution system is replaced or is to be replaced by an underground electric distribution system.
 - d. **Trenching and Restoration:** Includes all breakup of sidewalks and pavement, excavation for vaults, trenching for ducts, select backfill, concrete around ducts (if required), compaction and restoration.
2. **AVAILABILITY** - Subject to availability of equipment and materials, the Company will provide and install a Main Distribution System and will remove existing overhead electric distribution lines of 15,000 volts or less together with Company-owned poles following the removal of all utility wires therefrom in those portions of municipalities which are zoned and used for commercial purposes (and in such other areas of such municipalities which have electrical load requirements which are comparable with developed commercial areas), provided that at the time of such installation the Company shall have the right to render service in such municipalities pursuant to a franchise in a form satisfactory to the Company, and provided further, that the Conversion Area must be not less than two (2) contiguous city blocks in length with all real property on both sides of each public street to receive electric service from the Main Distribution System.
3. **FINANCIAL ARRANGEMENTS** - The Company will provide and install within the Conversion Area a Main Distribution System upon the following terms:

(K) Transferred to Sheet No. 71-a

Issued: April 10, 1997 Effective: April 11, 1997

Issued by Puget Sound Energy

By  Vice President, Regulation & Utility Planning
Ronald E. Davis

Second Revised Sheet No. 71-a
Canceling First Revised
Sheet No. 71-a

WNU-60

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 71
CONVERSION TO UNDERGROUND SERVICE
IN COMMERCIAL AREAS
(Continued)**

- a. The Company and the municipality having jurisdiction of the Conversion Area or the owners of all real property to be served from the Main Distribution System (or the duly appointed agent of all said property owners) shall enter into a written contract (the "Contract" herein) for the installation of such systems, which Contract shall be consistent with this schedule and shall be in a form satisfactory to the Company. (M)
- b. The Contract shall obligate said municipality, or property owners, to do the following:
 - (1) Pay the Company 70% of the total cost of the conversion project excluding trenching and restoration; or, when the Company's overhead system is required to be relocated due to addition of one full lane or more to an arterial street or road, pay the Company 30% of the cost of the conversion project, excluding trenching and restoration.
 - (2) Provide all trenching and restoration for duct and vault systems and provide surveying for alignment and grades of vaults and ducts.
- c. The Contract shall provide for payment to the Company on the following terms:
 - (1) If the conversion is accomplished pursuant to a contract with a municipality, said amount shall be payable to the Company within thirty (30) days following the completion of construction of the conversion project.
 - (2) If the conversion is accomplished pursuant to a contract with any other person or entity, said amount shall be payable to the Company prior to the commencement of construction or, in lieu thereof, said amount shall, prior to the commencement of construction, be placed in escrow with an escrow agent satisfactory to the Company pursuant to written instruction obligating said escrow agent to pay said amount to the Company upon the completion of construction.

4. OPERATING RIGHTS - The owners of real property within the Conversion Area shall, at their expense, provide space for all underground electrical facilities which in the Company's judgment shall be installed on the property of said owners. In addition, (M) Transferred from Sheet No. 71 (K) Transferred to Sheet No. 71-b

Issued: April 10, 1997 Effective: April 11, 1997

Issued by Puget Sound Energy

By *F. Davis* Vice President, Regulation & Utility Planning

WN U-60

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 71
CONVERSION TO UNDERGROUND SERVICE
IN COMMERCIAL AREAS
(Continued)

said owners shall provide to the Company adequate legal rights for the construction, operation, repair, and maintenance of all electrical facilities installed by the Company pursuant to this schedule, all in a form or forms satisfactory to the Company.

5. GENERAL

- a. **Ownership of Facilities:** The Company shall own, operate, and maintain all underground electrical facilities which it installs pursuant to this schedule.
- b. **Prior Contracts:** Nothing herein contained shall affect the rights or obligations of the Company under any contract for the conversion of electrical facilities from overhead to underground which was entered into prior to the effective date hereof.

6. STREET LIGHTING INSTALLATIONS - Separate arrangements must be made for installation or replacement of street lighting units at the time of conversion.

7. UNDERGROUND SERVICE LINES - Underground Service Lines shall be installed, owned, and maintained by each Customer as provided in Schedule 86 of this tariff.

8. GENERAL RULES AND PROVISIONS - Service under this schedule is subject to the General Rules and Provisions contained in this tariff.

(M) Transferred from Sheet No. 71-a

Issued: April 10, 1997 Effective: April 11, 1997

Issued by Puget Sound Energy

By  Vice President, Regulation & Utility Planning
Ronald E. Davis



UNDERGROUND CONVERSION AGREEMENT

THIS Agreement, dated as of this _____ day of _____, 200__, is made by and between the CITY OF [_____], Washington, a Municipal Corporation ("City") and PUGET SOUND ENERGY Inc., a Washington Corporation (the "Company"), with reference to the following facts.

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise from the City, currently distributes electricity within the City.

B. The City is undertaking a street improvement program at [INSERT DESCRIPTION OF CONVERSION AREA] such improvements being within an area that is more specifically identified on Company work order(s) [INSERT WORK SKETCH NUMBERS] ("Conversion Area"). The street improvement program includes [INSERT BRIEF DESCRIPTION OF STREET AND/OR STREET LIGHT IMPROVEMENT PROGRAM AND/OR ROAD WORK].

C. The City has expressed a desire to participate with the Company to cause the existing overhead power distribution system within the Conversion Area to be replaced with a comparable underground power distribution system utilizing above ground transformers.

D. The parties wish to execute this written contract in accordance with Schedule 71 of the Company's Electric Tariff G to govern the installation of such a system.

*****DRAFT*****

AGREEMENT

The Company and the City therefore agree as follows:

1. "Main Distribution System," "Underground Service Lines," and "Trenching and Restoration" shall have the meaning set forth in Schedule 71.
2. Subject to the availability of equipment and materials, the Company shall furnish and install a Main Distribution System within the Conversion Area, in accordance with the Company's standard specifications.
3. Upon connection of those customers to be served by the Main Distribution System and removal of facilities of any other utilities, which may be connected to the poles of the overhead system, the Company shall remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area.
4. (A) The City shall, at its expense, perform the following within the Conversion Area, all in accordance with the Company's specifications.
 - a) Trenching (including shoring, flagging and barricades) and Restoration (including backfill, restoration of streets, sidewalks and private property); and
 - b) surveying for alignment and grades for vaults and ducts. Other utilities may be permitted by the City to use City-provided trenches for the installation of their facilities so long as such facilities or the installation thereof do not interfere with the Company's Main Distribution System or the installation or maintenance thereof.
- (B) In addition the City shall at its expense obtain the following:

*****DRAFT*****

- a) Any and all operating rights required by the Company, in a form or forms satisfactory to the Company, to allow the Company to construct, operate, repair and maintain the Main Distribution System within the City right-of-ways in the Conversion Area.
- b) Any and all operating rights required by the Company pursuant to paragraph 8 of this Agreement, in a form or forms satisfactory to the Company.

The Company may postpone performance of its obligations hereunder until it has been furnished with such operating rights.

5. The City shall, within thirty (30) days after the completion of the work to be performed by the Company pursuant to paragraphs 2. and 3. above, remit to the Company a payment of [30% or 70%] of the actual costs as determined in accordance with Schedule 71. The total cost is presently estimated at [_____ (amount in words) _____ dollars (\$ _____)]; provided, however, the foregoing estimated amount is subject to change for reasons that include, but are not limited to the following:

- (a) construction has not started within 90 days from the date of this Agreement; or
- (b) the conversion has not been completed within six months of the date of this Agreement; or
- (c) the City revises its construction plans in a manner which requires a revision of the Company's construction plans or requests change of the Company's construction plans; or
- (d) the City requests design changes in the Main Distribution System that increase the Company's cost; or
- (e) the City, its contractor(s) or others allowed in the trench by the City cause delays in the Company's installation of the Main Distribution System.

In the event one or more of the events detailed in (c), (d), or (e) occur, and the event(s) results in an increase in the Company's costs, the City agrees to pay 100% of the actual incremental increase in cost to the Company.

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6. The Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Main Distribution System and underground services installed by the Company pursuant to this Agreement.
7. Except with respect to those customers for which underground conversion is determined not to be necessary, the City shall notify all customers within the Conversion Area that secondary service to such customers must be converted from overhead to underground service. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company will remove the overhead system and connect such customer's underground service line to the Main Distribution System. The parties acknowledge that single family residences within the Conversion Area must provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion; and pay for the secondary service conductors as defined in Schedule 86 of the Company's Electric Tariff G. The City shall exercise its authority under RCW 35.96.050 with respect to owners failing to convert service lines from overhead to underground.
8. The parties acknowledge that under Schedule 71, the owners of real property within the Conversion Area must provide, at their expense, space for all underground and surface mounted electrical facilities located on privately owned property, and must grant such operating rights as may be necessary to permit the Company to construct, operate, repair and maintain all electrical facilities installed by the Company pursuant to the Agreement. The Company shall provide reasonable assistance in obtaining such operating rights, but shall not be required to bear the costs of any operating rights. The cost to the Company of assisting in obtaining any such operating rights on privately owned property shall be reimbursed in full by the City pursuant to paragraph 4(B) above. Such cost shall include, but not be limited to, staff costs (including overheads) the actual cost of

any fee, permit, attorney fee, court cost, permit fee or survey fees required by governmental agencies or property owner.

9. The City shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area. The Company shall not be required to install the Main Distribution System until the area in which such System is to be installed has been established to grade. Upon performance by the City of the necessary preliminary work, the City shall give the Company a minimum of ten (10) working days advance written notice requesting the Company to commence installation of the Main Distribution System and shall schedule such construction to minimize interference from the installation of other improvements.
10. The Company's performance hereunder shall be commenced within ten (10) working days of the date requested in the written notice pursuant to Paragraph 9 above. The Company shall use reasonable diligence in performing its work hereunder, but shall not be liable for any delays resulting from circumstances beyond its control including, but not limited to, failure to receive necessary operating rights pursuant to paragraphs 4(B) and 8 above. The City agrees that work performed by the Company shall be scheduled to avoid premium labor charges to the Company. If the Company mutually agrees with the City that the Company's normal straight-time eight hour labor day must be changed within the hours of 6:00 a.m. to 6:00 p.m., the City must provide sufficient advance notice to allow the Company to provide IBEW Local Union No. 77 with five (5) days advance notice in accordance with the Company's collective bargaining agreement with the union. Any overtime labor not included in the original estimate but provided by the Company at the request of the City may increase the Company's project cost which will result in an increased cost to the City.
11. (a) The City releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable

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attorneys' fees) caused by, arising out of or in connection with the performance of the City's duties under this Agreement. During the performance of such activities the City's employees shall at all times remain employees of the City.

(b) The Company releases and shall defend, indemnify and hold the City harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or in connection with the performance of the Company's duties under this Agreement. During the performance of such activities the Company's employees shall at all times remain employees of the Company.

(c) FOR THE PURPOSE OF THIS INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW. This section shall survive the expiration or termination of this Agreement.

12. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 71 of such Tariff, as such Schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. Provided, however, that any price quoted will be honored for 60 days. Any conflict in terms between this Agreement and the Company's Schedules 71 and 80 of its tariffs shall be resolved in favor of such tariff provisions.
13. Notwithstanding any provision to the contrary in any franchise agreement now in place or subsequently entered into by the Company and the City, in the event the City requires (or takes any action which has the effect of requiring) the relocation of any of the facilities installed under this Agreement prior to the expiration of twenty (20) years after completion of the conversion

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hereunder, the City shall reimburse the Company for costs incurred by the Company in connection with relocation.

14. In the event that the City cancels the project proposed hereunder, the City shall reimburse the Company for all costs reasonably incurred by the Company in connection with the work to be performed under this Agreement prior to the date canceled.

15. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of 115 kV or greater within the Conversion Area.

CITY OF [_____]

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form:
