

**CITY OF SAMMAMISH  
CITY COUNCIL AGENDA  
REGULAR MEETING  
June 6, 2001**

Wednesday, June 6, 2001, 7:30 p.m., 486 228<sup>th</sup> Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<b><u>CALL TO ORDER</u></b>	7:30 pm
<b><u>ROLL CALL/PLEDGE</u></b>	
1. Approval of Agenda	7:35 pm
2. Presentations/Proclamations Student Liaison Presentation – Lin Yang & Mary Vinuelas	
3. Executive Session – If necessary	
<b>Mayor/Council/Committee Reports</b>	7:40 pm
<b>Public Comment</b> (For members of the public to speak to the Council regarding items <b>NOT</b> on the agenda. Please limit remarks to three minutes. Additional comments will be permitted before each ordinance is voted on)	7:50 pm
<b>Consent Calendar</b>	8:05 pm
4. Payroll for pay period May 31, 2001 in the amount of \$115,622.62	
5. Claims for period ending June 6, 2001 in the amount of \$1,022,279.92	
6. Minutes of May 16, 2001 Regular Meeting	
7. Minutes of May 23, 2001 Study Session/Special Meeting	
<b>Unfinished Business</b>	
<b>New Business</b>	
8. Hardship Exception: 4617 Issaquah-Pine Lake Road SE (Plateau True Light Christian Church)	8:06 pm
9. Hardship Exception: 21630 ME 11 <sup>th</sup> Place (Nolan)	8:15 pm
10. Approval: 216 <sup>th</sup> & Inglewood Hill Road Intersection Improvements Design	8:25 pm

- |   |                |
|---|----------------|
| <b>11. Contract: Assistant City Manager (Pete Butkus)</b>       | <b>8:45 pm</b> |
| <b>12. Approval: July 4<sup>th</sup> Alternate Meeting Date</b> | <b>8:50 pm</b> |
| <b>City Manager Report</b>                                      | <b>8:55 pm</b> |
| <b>ADJOURN</b>  | <b>9:05 pm</b> |





Received at Reg. Mtg  
June 6, 2001  
Public Comment  
M. Anderson

East Lake Sammamish Trail  
Citizen Advisory Group  
**Informational Briefing**

Tuesday, May 15, 2001  
7:00 PM—9:00 PM  
Carlson Theatre  
Bellevue Community College

## TRAIL SAFETY

There are different "levels" of safety problems/deficiencies:  
Hazards; Unfriendly conditions; Unattractive conditions

All levels are important, especially for a recreational trail

- *On recreational trails (and other pedestrian/bicycle facilities), safety deficiencies do not manifest themselves in the form of accidents, as they often do on the road system.*
- *Rather, safety deficiencies on trails result in reduced use.*

### Cause of safety problems: CONFLICTS

*Conflicts are between trail users and crossing vehicles,  
not between trail users and streets/driveways that cross the trail*

### Primary factors in safety problems: VISIBILITY AND ATTENTION

1. Ability to see conflicting traffic
2. Ability and propensity/inclination to pay attention to conflicting traffic

### Necessary design features: SIGHT DISTANCE AND LOCATION

1. Provide adequate sight distance (visibility) upstream from crossing conflict point
2. Locate crossings so as to limit the activities and traffic flows requiring trail user and motorist attention

## **East Lake Sammamish Trail SAFETY-RELATED DESIGN ISSUES**

**Trail adjacent to East Lake Sammamish Pkwy highly undesirable**

*Trail users exposed to road noise, debris, intimidating/unpleasant environment*

**Trail crossings should be level: vehicles should be level with trail before approaching crossing**

*Vehicles approaching trail from above is ok;  
Vehicles approaching trail from below is not*

**Safety must be provided thru trail crossing location and design: traffic controls (stop, yield) do not provide safety**

*Traffic controls establish responsibility/blame in case of an accident*

**Trail crossings immediately adjacent to East Lake Sammamish Pkwy unsafe unless signalized (with no turn on red); Trail crossings at unsignalized ELSP intersections cannot be made safe**

- *Motorists turning onto or off of ELSP across the trail will be concentrating heavy, fast-moving conflicting traffic on ELSP, and cannot and will not pay adequate attention to trail traffic*
- *Motorists turning left off of ELSP have neither the time nor the space nor the attention to consider and react to trail traffic*
- *Motorists making right turns off of ELSP across the trail will be unable to see or react to parallel trail traffic (especially bicycles) approaching from behind*
- *Motorists turning onto ELSP will pull across and block the trail while observing ELSP traffic and waiting to make the turn*

# Trail safety a matter of dispute

## Group hears from designer of Parkway plan, other engineer

DEVIN PROCTOR  
PRESS REPORTER

Safety concerns over alignment of the East Lake Sammamish Trail with East Lake Sammamish Parkway have traffic engineers offering contradicting viewpoints.

"Bringing the trail up on (the Parkway) would improve safety," consulting transportation engineer Bill Haro said. "It would allow cars and pedestrians to see each other."

But another engineer refutes Haro's claims of a safer trail on the Parkway. "It is highly undesirable to place the trail next to East Lake Sammamish Parkway," consulting transportation engineer Robert Bernstein said.

The two contradicting points came during the Citizens's Advisory Committee (CAG) meeting May 15 at Bellevue Community College. The committee, appointed by County Executive Ron Sims, is designed to advise the county on trail issues.

CAG members asked the county to provide experts on trail safety, trail art, and disability requirements. All of these issues are among the many King County is studying as part of the master planning process to develop the permanent trail. During master planning, the county is studying three trail alignment alternatives.

The first alternative is no action. The second alternative keeps the trail aligned within the trail corridor. The third trail alignment option, designed by Haro, leaves the trail corridor in multiple areas to avoid bisecting properties.

### Pro-con on Parkway

One factor that will have county officials choosing one plan over another will be safety. While experts

on art and disability were also at the CAG meeting, the attention focused on safety.

"Trail crossings on East Lake Sammamish Parkway are unsafe unless signalized with no turn on red," Bernstein said.

Bernstein has about 25 years of transportation planning experience and now works as a consulting engineer. Bernstein said he bikes often along local trails and knows the risks inherent to trail construction.

Haro held an opposing view to Bernstein, who argued against any Parkway alignment.

Haro's plan is competing with the rail corridor trail. If aligned within the rail corridor, the trail would leave the rail bed in areas for safety reasons such as reducing the number of driveways crossing the trail.

But Haro's plan takes a much more liberal approach. For example, in areas where the rail bed bisects properties along the lakefront, Haro would move the trail off the rail bed. "One of the things that I wanted to see was a trail that was flexible," Haro said.

While the original plan was to build a trail aligned on the rail bed for the most part, Haro said he designed a meandering trail that would wander to avoid certain areas such as streams and wetlands.

But Haro's meandering plan drew some questions from CAG members who wondered why it would be safer to move the trail along the Parkway, where it would actually increase the number of driveways crossing the trail route.

### Crossings reduce safety

Haro conceded that more crossings would not be safer. But there were other considerations such as

DEVIN PROCTOR  
PRESS REPORTER

The back-and-forth continues between King County staff and city of Sammamish officials who are negotiating an agreement on East Lake Sammamish Trail.

Four weeks ago, both sides expressed optimism that an agreement was close. Since then, the two sides had at least one face-to-face meeting and twice exchanged drafts.

The progress — or regression — of the negotiations wasn't clear last week.

Sammamish staff referred questions to City Manager Ben Yacizi, who was unavailable to comment. A city staff member did say late last week, however, that there were no additional meetings scheduled.

Said Kevin Owens, lead negotiator for the county: "The position we are at is that we are working through our issues." He declined to elaborate.

One element that might be affecting talks is a state transportation budget stipulation orchestrated by 5th District legislators that made \$900,000 in federal money designated for the interim trail contingent upon the two entities reaching agreement. Although the state budget is far from complete, the move clearly added leverage to Sammamish's positions.

An agreement over trail development was reached by the county and the cities of Issaquah and Redmond more than a month ago. The talks between the county and Sammamish have been at various stages of stalemate for more than a year.

Although the issues are varied and complex, in essence the city has battled for more control over trail planning issues, including alignment.

better views and lowering traffic speeds along the Parkway that need to be considered when evaluating trail alignment options.

"If our goal was to reduce conflict points, we wouldn't choose our alternative," Haro said.

For Bernstein, a trail along the Parkway was not an option.

"A motorist turning off the parkway would not have time to react to a bicyclist," Bernstein said. "Making a right turn, it is almost impossible for a car to react."

After trail-side residents requested that Haro design an alternative trail alignment, he said he began to

discover what his alternative should include.

Haro said he developed his plan through his discussions with city leaders and Sammamish residents.

"The citizens along the lake have asked me to provide my ideas and concepts," Haro said.

Whatever trail plan is selected will come down to a matter of perception, Bernstein said.

"If a trail is unsafe or perceived unsafe, people just don't use it," he said. "It's a matter of how you perceive these options. There really is no one in the world who can tell you one is safer than another."

Wilcock said his top concern within the Issaquah School District are teaching to the Washington Assessment of Student Learning (WASL) exams and using a lot of system for special education programs. He said he might run to people talking about the issues.

"One becomes a better member when they are forced to hone their election positions in a campaign," he said.

For now, Wilcock plans to determine if parents have the same perception as he does.

"If parents don't feel the way I do, then I probably should run," he added.

### Mayor making another run

Issaquah Mayor Ava Frisinger tends to run for a second term.

Continued from page A1

school board position is the result of a continuing commitment to public education, which compels me to use my time, talents and experience to the best use," Lossing said.

**Fletcher in; Wilcock ponderin**  
Connie Fletcher, the other board member up for re-election, will run a third term. Fletcher, who never run opposed, is the current president of the Washington State School Directors Association (WSSDA). November she takes over as president. Fletcher said she feels many challenges remain for the Issaquah School District.

"The attention of the board administration will be directed toward attracting and retaining quality educators, creating learning environments and academic programs that meet the needs of all students, regardless of their abilities," she said.

No one has stepped forward to challenge Fletcher, but past Everett Wilcock is considering running unsuccessfully in 1999 against Brian Thomas.

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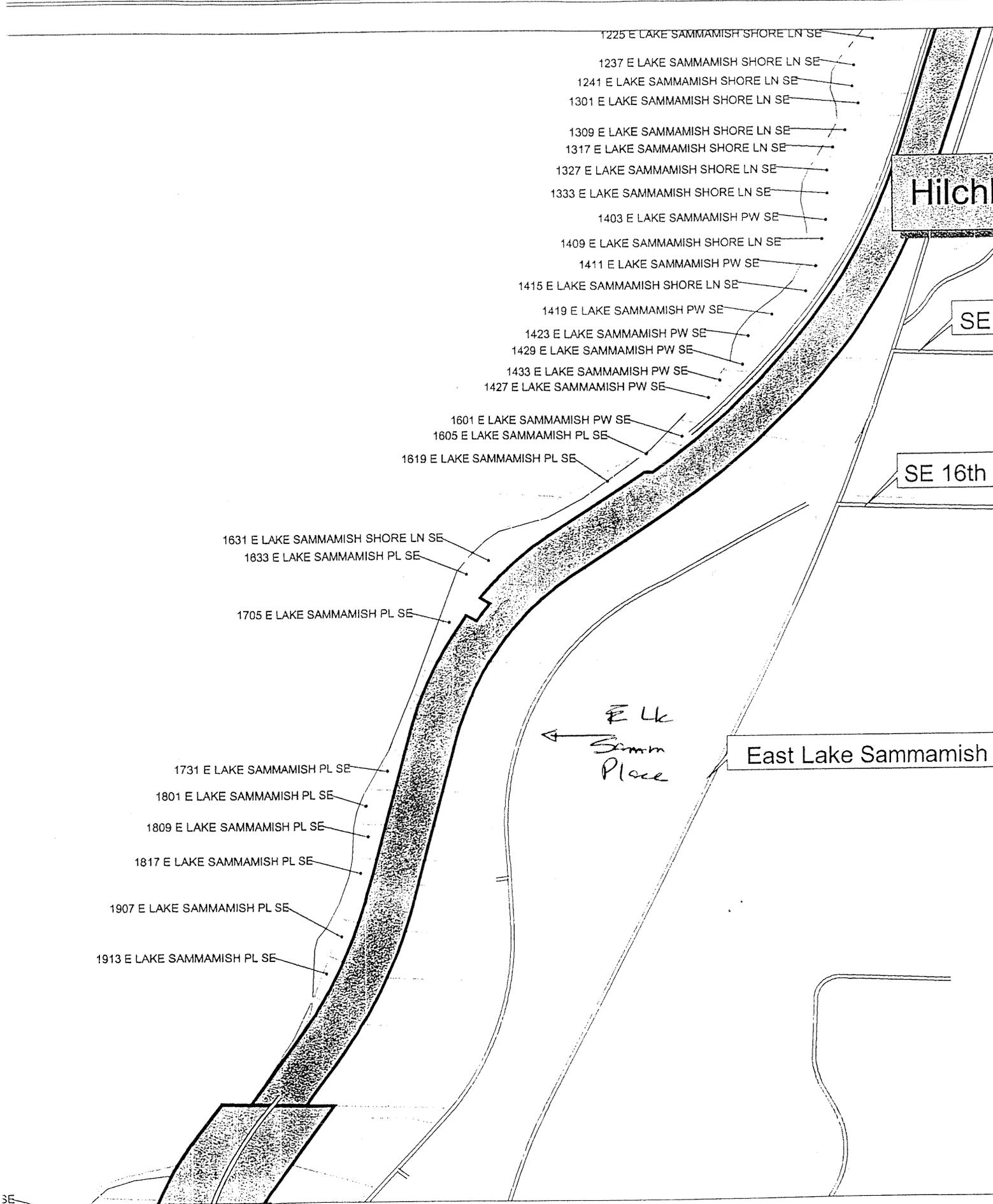
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Hilchkanum





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**LG USA**

2001 Federal  
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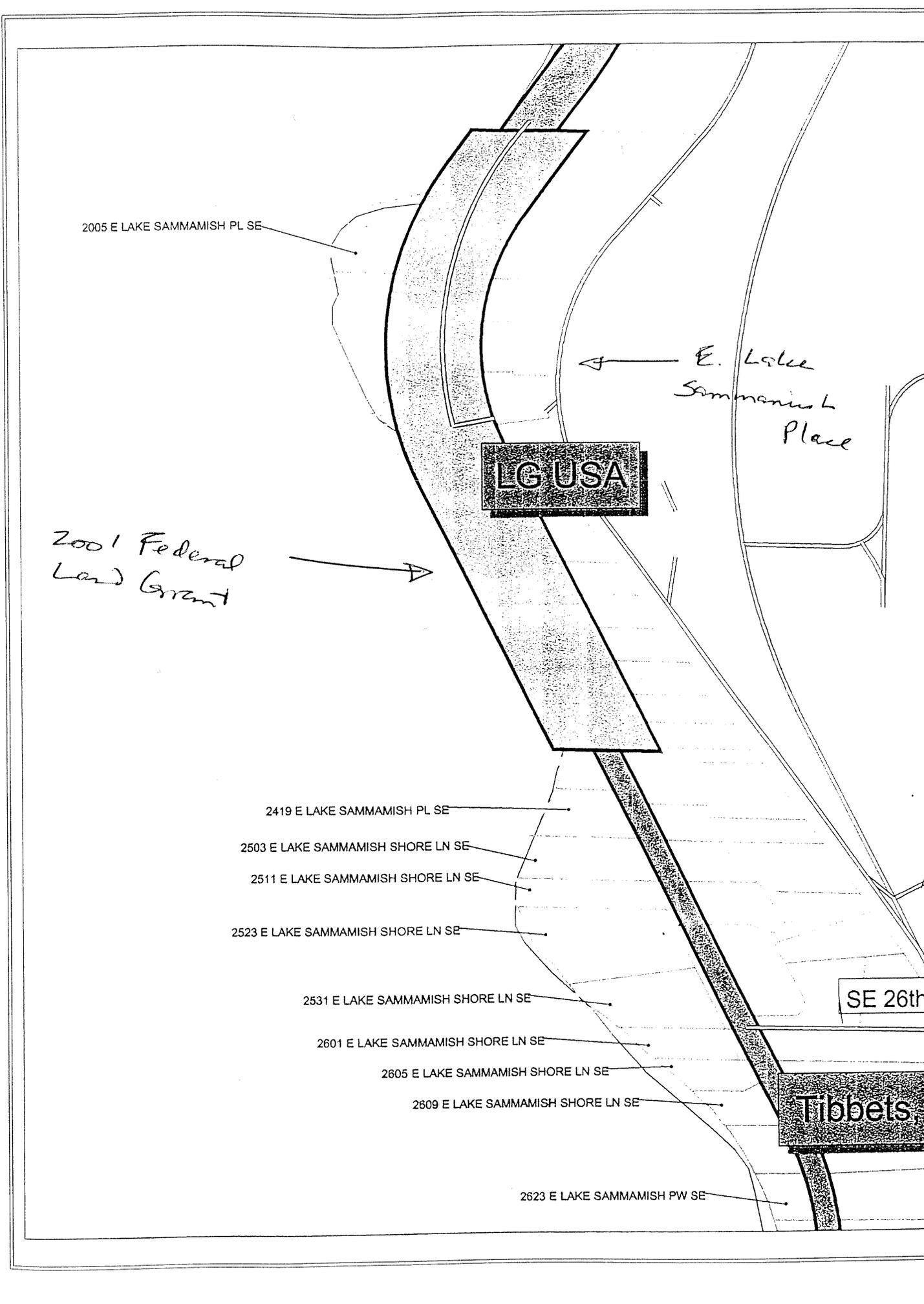
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**Tibbets**





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MAY 25 2001

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KING COUNTY, a political  
subdivision of the State  
of Washington,

Plaintiff,

v.

JOHN RASMUSSEN and NANCY  
RASMUSSEN, husband and wife,  
and their marital community,

Defendants.

NO. C00-1637R

ORDER GRANTING IN PART  
PLAINTIFF'S MOTIONS TO  
STRIKE, GRANTING PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT,  
AND GRANTING PLAINTIFF'S  
MOTION TO DISMISS

THIS MATTER comes before the court on plaintiff King County's  
(the "County") motion for summary judgment, motion to dismiss, and  
motions to strike. Having reviewed the papers filed in support of  
and in opposition to these motions, the court rules as follows:

I. BACKGROUND

The dispute centers on ownership of a 100' - wide strip of  
land that runs along the eastern shore of Lake Sammamish in King  
County, Washington. Homesteaders Bill Hilchkanum and Mary  
Hilchkanum claimed the strip and the surrounding land in 1876.  
They received their final ownership certificate in 1884 and their

*Copy 13 Feb 01*

38



1 fee patent in 1888. On May 9, 1887, by deed, the Hilchkanums  
2 conveyed an interest in the strip to the Seattle Lake Shore and  
3 Eastern Railway Company (the "Railway"). The text of the deed  
4 states:

5 In Consideration of the benefits and advantages to ac-  
6 crue to us from the location construction and operation  
7 of the Seattle Lake Shore and Eastern Railway, in the  
8 County of King, in Washington Territory, we do hereby  
9 donate grant and convey unto said Seattle Lake Shore and  
Eastern Railway Company a right-of-way one hundred (100)  
feet in width through our lands in said County described  
as follows to wit

10 Lots one (1) two (2) and three (3) in section six (6)  
11 township 24 North of Range six (6) East.

12 Such right of way strip to be fifty (50) feet in width  
13 on each side of the center line of the railway track as  
14 located across our said lands by the Engineer of said  
15 railway Company which location is described as follows  
16 to wit [legal description]

17 And the said Seattle Lake Shore and Eastern Railway  
18 Company shall have the right to go upon the land adja-  
19 cent to said line for a distance of two hundred (200)  
20 feet on each side thereof and cut down all trees danger-  
21 ous to the operation of said road

22 To have and to hold the said premises with the appurte-  
23 nances unto the said party of the second part and to its  
24 successors and assigns forever.

25 Mary Hilchkanum later conveyed her portion of the homestead  
26 property to her husband by quitclaim deed. The conveyance is  
"less (3) three acres right of way of Rail Road." Bill Hilchkanum  
then conveyed the property to a third party "less three (3) acres  
heretofore conveyed to the Seattle International Railway for right  
of way purposes." Later conveyances of the property included



1 language "excepting" the Railway right of way from the legal  
2 descriptions. John Rasmussen and Nancy Rasmussen (the  
3 "Rasmussens") currently own the Hilchkanum property. The right of  
4 way strip bisects their land.

5 The Railway, and its successor Burlington Northern, built a  
6 track on the strip of land and used the track regularly for rail  
7 service until approximately 1996. In 1997, Burlington Northern  
8 sold its railway corridor, including the Hilchkanum strip, to The  
9 Land Conservancy of Seattle and King County ("TLC"). TLC peti-  
10 tioned the United States States Surface Transportation Board  
11 ("STB") to abandon use of the corridor for rail service under the  
12 National Trail System Act, 16 U.S.C. § 1247(d) ("Rails-to-Trails  
13 Act"). The STB approved interim trail use of the corridor by King  
14 County and issued a Notice of Interim Trail Use. The County then  
15 purchased the corridor from TLC and obtained title to the right of  
16 way carved from the Hilchkanum property.

17  
18 The Rasmussens have vigorously opposed the County's efforts  
19 to railbank the strip and have asserted a fee simple interest in  
20 the right of way. As a result, the County brought this action to  
21 quiet title and to obtain a declaration of its rights to use the  
22 strip. The County received a preliminary injunction in state  
23 court against the Rasmussens to prevent interference with County  
24 work on the site. The Rasmussens then removed the action to  
25 federal court. The Rasmussens have counterclaimed with allega-

26

ORDER  
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1 tions that the County violated their First Amendment, Second  
2 Amendment, Fifth Amendment and Fourteenth Amendment rights, along  
3 with violations of 16 U.S.C. § 1247(d), 42 U.S.C. § 1983, 28  
4 U.S.C. § 1358, and Article 1, Section 16 of the Washington state  
5 constitution. The County brought these motions to dispose of the  
6 entire case.

7  
8 II. ANALYSIS

9 A. Motion to Strike Briefing and Evidence

10 1. Overlength Briefs

11 Civil Rule 7(c) of the Western District of Washington limits  
12 parties to 24-page memoranda unless they obtain prior permission  
13 from the court. The Rasmussens submitted a 34-page response to  
14 the County's motion for summary judgment and a 32-page response to  
15 the County's motion to dismiss. Moreover, a declaration from John  
16 Rasmussen accompanies the responses and includes legal argument.  
17 The Rasmussens did not request advance permission from the court  
18 to file overlength briefs.

19  
20 The Rasmussen's submissions violate the plain language of  
21 Civil Rule 7(c). The court will strike all briefing of both  
22 responses beyond page 24, and the arguments contained in those  
23 excess pages will not be considered. In addition, the court will  
24 strike all portions of the John Rasmussen declaration and attached  
25 exhibits that include legal argument. Specifically, the following  
26

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1 portions of John Rasmussen's declaration will not be considered:

- 2 (a) Exhibits 1, 9, and 10 to the Rasmussen declaration,  
3 which are legal briefs on various issues;
- 4 (b) Page 2, line 17 - page 4, line 7 of the declaration,  
5 which contain legal argument;
- 6 (c) Page 7, line 26 - page 10, line 3 of the declaration,  
7 which contain legal argument, and Exhibits 4 - 7  
8 introduced on those pages;
- 9 (d) Page 12, lines 11 - 15 of the declaration, which  
10 contain legal argument; and
- 11 (e) Page 18, line 4 - page 20, line 19 of the declaration,  
12 which contain legal argument, and Exhibits 11 - 14  
13 introduced on those pages.

14 2. Inadmissible Evidence

15 "It is well settled that only admissible evidence may be  
16 considered by the trial court in ruling on a motion for summary  
17 judgment." Bevene v. Coleman Sec. Serv., Inc., 854 F.2d 1179,  
18 1181 (9th Cir. 1988). Evidence that lacks foundation is inadmis-  
19 sible. See Fed. R. Evid. 602 (witness must possess personal  
20 knowledge). In paragraph 1 of the response to the motion for  
21 summary judgment, the Rasmussens speculate on the intent of Bill  
22 Hilchkanum based on his Native American ethnicity. The Rasmussens  
23 provide no evidence to support the allegations. Therefore, all  
24 but the last two sentences of the paragraph will be stricken.

25 The Rasmussens also submit a document purportedly created by  
26 an unnamed government employee. John Rasmussen attempts to admit  
this document through his declaration, but he does not have per-



1 sonal knowledge of its authenticity. Fed. R. Evid. 901. As a  
2 result, Exhibit 3 to the Rasmussen declaration; page 5, lines  
3 4 - 11 of the Rasmussen declaration; and paragraph 8 of the re-  
4 sponse to the motion for summary judgment lack foundation and will  
5 be stricken.

6 The County seeks to strike as irrelevant other evidence and  
7 arguments about "spur lines" and about the County's behavior in  
8 this dispute. Although the evidence's value may be minimal, the  
9 court will not strike the evidence in its entirety. The court  
10 will accord the evidence the appropriate weight.

### 11 3. Unauthorized Memoranda

12 Finally, Civil Rule 7(b) provides for an opening brief, a  
13 response, and a reply. Nothing in the rule or in Fed. R. Civ. P.  
14 56 authorizes a surreply. The Rasmussens have filed a surreply to  
15 the motion to dismiss and have submitted a supplemental declara-  
16 tion from John Rasmussen. The Rasmussens did not request prior  
17 permission from the court. Because the court rules do not autho-  
18 rize these submissions, they will be stricken and will not be  
19 considered. Cf., e.g., Provenz v. Miller, 102 F.3d 1478, 1483  
20 (9th Cir. 1996) (new evidence not considered in reply). The  
21 County's motions to strike are GRANTED in part.  
22

### 23 B. Motion for Summary Judgment

24 The County has moved for summary judgment on both its causes  
25 of action. First, the County seeks to quiet title to the disputed  
26

ORDER  
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1 strip of land. Second, the County seeks a declaration that it has  
2 the right to use the land without interference.

3 Summary judgment is appropriate when "there is no genuine  
4 issue as to any material fact and that the moving party is enti-  
5 tled to a judgment as a matter of law." Fed. R. Civ. P. 56(c).  
6 There are no material factual disputes in this matter. Although  
7 the Rasmussens have raised factual issues regarding the County's  
8 behavior and the STB's proceedings, those have little bearing on  
9 how the court should interpret the Hilchkanum deed.

10 1. Quiet Title Action

11 Ownership of the strip of land turns on the deed executed by  
12 the Hilchkanums in 1887. The interest they granted to the Railway  
13 passes to the County as the Railway's successor in interest.<sup>1</sup> If  
14 the Hilchkanums granted a fee interest to the Railway, then the  
15 County possesses fee title to the strip. If the Hilchkanums  
16 granted only an easement to the Railway, then the the County  
17 possesses an easement and the Rasmussens own the underlying land.  
18

19  
20 <sup>1</sup>The Rasmussens argue that the Railway - and therefore the  
21 County - received no interest at all, because the Hilchkanums had  
22 not received their homestead patent when they executed the deed.  
23 To the contrary, federal law specifically authorized unpatented  
24 homesteaders to transfer land to railroads for rights of way. See  
25 Act of March 3, 1873, c. 266, 17 U.S. Stat. 602; Pierce v. Chicago,  
26 M & P.S. Ry. Co., 52 Mont. 110, 156 P. 127, 129-30 (1916). The  
Rasmussens also state that the County has no claim to the land  
because the STB improperly authorized railbanking. As explained  
later, the argument challenges the STB's order, and this Court has  
no jurisdiction over such challenges. See 28 U.S.C. §§ 2321(a),  
2342 (5).



1           The intent of the parties is "of paramount importance" when  
2 interpreting deeds. Brown v. State, 130 Wn.2d 430, 924 P.2d 908,  
3 911 (1996). The deed must "clearly indicate" an intent to make  
4 the conveyance conditional. King County v. Hanson Inv. Co., 34  
5 Wn.2d 112, 208 P.2d 113, 117 (1949); see also Brown, 924 P.2d at  
6 912.<sup>2</sup> Intent analysis requires case-by-case examination of the  
7 overall effect of the (1) language of the deed, (2) subsequent  
8 behavior of the parties regarding the land, and (3) circumstances  
9 at the time of execution. See Brown, 924 P.2d at 912; Scott v.  
10 Wallitner, 49 Wn.2d 161, 299 P.2d 204, 204-05 (1956). The three  
11 factors interconnect in the Hilchkanum case to depict intent to  
12 convey a fee interest.

13  
14           a. Language of the Deed

15           "The intent of the parties is to be derived from the entire  
16 instrument . . . ." Harris v. Ski Park Farms, Inc., 120 Wn.2d  
17 727, 844 P.2d 1006, 1012 (1993); see also Brown, 924 P.2d at 913.<sup>3</sup>

18  
19           <sup>2</sup>Washington courts presume that a deed in statutory form  
20 grants a fee simple. Brown, 924 P.2d at 912. The Hilchkanum deed  
21 is not in statutory form, so the presumption does not apply,  
although clear evidence of conditions still is required.

22           <sup>3</sup>Washington courts have found the following overlapping  
23 factors helpful in analyzing deed language: (1) whether the deed  
24 conveys a strip of land and does not include language regarding the  
25 purpose or limiting the conveyance, (2) whether the deed conveys a  
26 strip of land and limits use to a specific purpose, (3) whether the  
deed conveys a right of way over a strip of land rather than a  
strip of land, (4) whether the deed grants only the right to  
construct a railway, (5) whether the rights revert to the grantor  
if the railway ceases operations, (6) whether the stated



1 The Hilchkanum deed's overall language does not restrict the  
2 conveyance by designating a specific purpose, by limiting use of  
3 the land, or by adding a reversion clause. The omissions result  
4 in an unconditional grant and distinguish the deed from those in  
5 which courts have found easements. See Roeder Co. v. Burlington  
6 N., Inc., 105 Wn.2d 567, 716 P.2d 855, 859 (1986) ("for all rail-  
7 road and other right-of-way purposes"); Swan v. O'Leary, 37 Wn.2d  
8 533, 225 P.2d 199, 199 (1950) ("for the purpose of a Railroad  
9 right-of-way"); Northlake Marine Works, Inc. v. City of Seattle,  
10 70 Wn. App. 491, 857 P.2d 283, 286-87 (1993) ("to its successors  
11 and assigns forever for railway purposes"); King County v. Squire  
12 Inv. Co., 59 Wn. App. 888, 801 P.2d 1022, 1023 (1991) ("so long as  
13 said land is used as a right-of-way by said railway Company . . .  
14 and this grant is upon the condition that said railway shall be  
15 completed over said lands on or before January 1st, 1888"). In  
16 contrast to those cases, the open-ended language of the Hilchkanum  
17 deed shows intent to convey a fee.  
18

19 The absence of limitations in the Hilchkanum right of way  
20 conveyance is even more striking when contrasted with a different,  
21 conditional grant in the same deed. The deed grants the Railway  
22 the right to "go upon the land adjacent to said line . . . and cut  
23

24  
25 consideration is nominal or substantial, (7) whether the deed  
26 contains a habendum clause limiting use, and other considerations  
based on language in the deed. See Brown, 924 P.2d at 912.

ORDER  
Page - 9



1 down" dangerous trees. This language specifies a purpose and thus  
2 differs significantly from the conveyance at issue. Thus it is  
3 clear that the parties knew how to limit a grant, and that they  
4 chose not to limit the right of way.

5 The Rasmussens ignore the "entire instrument's" unconditional  
6 language and instead urge the court to focus on isolated words.  
7 For example, they note that the Hilchkanum deed recognizes the  
8 Railway will build tracks on the land. However, an acknowledge-  
9 ment of the probable use cannot limit the conveyance unless accom-  
10 panied by a specific restriction on use - something the Hilchkanum  
11 deed lacks. See Scott, 299 P.2d at 205 (fee simple when deed  
12 acknowledged that land would be used for railway but did not  
13 include any specific limitations); see also Brown, 924 P.2d at  
14 913. Similarly, the Rasmussens claim the deed limits the convey-  
15 ance by using the term "right of way" in the text and caption, but  
16 courts have rejected this narrow view as well. See, e.g., Brown,  
17 208 P.2d at 912, 915 (railroad can obtain a "right of way" as  
18 either a fee or an easement); Harris 844 P.2d at 1011-13 (1993)  
19 (court found fee simple despite right of way language); Roeder Co.  
20 v. K & E Moving & Storage Co., Inc., 102 Wn. App. 49, 4 P.2d 839,  
21 842-43 (2000).<sup>4</sup>

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24 <sup>4</sup> One Washington case did find that a deed containing the term  
25 "right of way" without additional limiting language granted an  
26 easement rather than a fee. Veach v. Culp, 92 Wn.2d 570, 599 P.2d  
526 (1979). Veach, however, did not analyze the circumstances



1 Furthermore, because the Hilchkanums were homesteaders with-  
2 out a final patent, federal law limited them to certain types of  
3 conveyances, such as grants to schools, cemeteries, and rights of  
4 way to railways. See 17 U.S. Stat. 602. The Act provides more  
5 context for the choice of the term "right of way" in the deed,  
6 indicating that the Hilchkanums chose the phrase out of necessity  
7 rather than from a desire to create an easement.

8 Moreover, other aspects of the language favor a fee simple.  
9 The deed grants a "strip" of land described in metes and bounds  
10 rather than merely a right "over" the land (as it does with the  
11 tree-cutting grant). The deed uses the word "convey" when grant-  
12 ing the strip, which is associated with fee transfers (notably,  
13 "convey" is absent in the tree-cutting grant). See Hanson, 208  
14 P.2d at 119. Finding that the overall language contains no re-  
15 striction, the court concludes that the Hilchkanums intended to  
16 convey a fee interest to the Railway.

17  
18 b. Later Behavior of Parties

19 The Hilchkanums' descriptions of the rest of their land in  
20 later transfers buttress the intent gleaned from the plain lan-  
21 guage. After the grant to the Railway, Mary Hilchkanum conveyed  
22 her portion of the homestead to her husband. He then conveyed the  
23

24 \_\_\_\_\_  
25 surrounding the transfer or the subsequent behavior of the parties.  
26 Evidence on both factors exists here and provides context that was  
lacking in Veach.



1 homestead to a third party. Each deed states that it is "less"  
2 the land of the right of way. When parties execute later deeds,  
3 they also carve out exceptions for the right of way - as the  
4 Hilchkanums did. This is a strong indication that the parties  
5 viewed the grant to the Railway to be a fee simple. See Harris,  
6 844 P.2d at 1013 (any other interpretation would render exception  
7 "superfluous"); Scott, 299 P.2d at 205.

8 C. Circumstances Surrounding Execution

9 Finally, the circumstances surrounding the execution of the  
10 deed confirm an intent to convey a fee interest. Deeds from other  
11 landowners during the same time period contain different language  
12 than the Hilchkanum deed. The Squire and Northlake deeds are  
13 modeled off the same form deed as the Hilchkanums'. Northlake,  
14 857 P.2d at 286-87; Squire, 801 P.2d at 1023. However, both  
15 Squire and Northlake contain additional language that specifically  
16 restricts the grant to railroad purposes and reverts the interest  
17 to the grantor if the railroad ceases to operate. Northlake, 857  
18 P.2d at 286-87; Squire, 801 P.2d at 1023. Nowhere in the  
19 Hilchkanums' deed are there any such limitations. See generally  
20 Danya C. Wright & Jeffrey M. Hester, Pipes, Wires, and Bicycles:  
21 Rails-to-Trails, Utility Licenses, and the Shifting Scope of  
22 Railroad Easements From the Nineteenth to the Twenty-First Centu-  
23 ries, 27 Ecology L.Q. 351, 378 (2000) (explaining that railroads  
24 used form fee simple deeds and then added language to reflect  
25  
26



1 limitations requested by landowners, which resulted in railroads  
2 possessing a variety of fee and easement interests along the same  
3 tracks).

4 The language of the deed, the behavior of the parties, and  
5 the circumstances converge to show the Hilchkanums' intent to  
6 convey a fee simple. Even construing the facts in the light most  
7 favorable to the Rasmussens, only isolated words support their  
8 argument, and the evidence does not "clearly indicate" an intent  
9 to condition the conveyance. The County, as the Railway's succes-  
10 sor, possesses a fee simple in the strip of land.<sup>5</sup> The County's  
11 motion for summary judgment is GRANTED, and title is quieted in  
12 the County's favor.

13 2. Declaratory Relief

14 Because the County possess a fee simple in the strip of land,  
15 it has a right to access the property without interference from  
16 the Rasmussens. The County's motion for summary judgment on its  
17 second cause of action is GRANTED.  
18

19 C. Motion to Dismiss

20 The County has moved to dismiss all the Rasmussens' counter-  
21 claims for lack of subject matter jurisdiction or for failure to  
22

23 \_\_\_\_\_  
24 <sup>5</sup>The Rasmussens submitted evidence that the deed incorrectly  
25 describes the boundaries of the right of way. This does not alter  
26 the County's rights, because the location of the actual tracks  
controls. See DD&L, Inc. v. Burgess, 51 Wn. App. 329, 753 P.2d  
561, 564 (1988).



1 state a claim upon which relief can be granted. Fed. R. Civ. P.  
2 12(b)(1), 12(b)(6). Dismissal for failure to state a claim is  
3 appropriate if, based on the complaint and attachments, the party  
4 can prove no set of facts in support of the claim which would  
5 entitle him to relief. See Gilligan v. Jamco Dev. Corp., 108 F.3d  
6 246, 248 (9th Cir. 1997). Counterclaims (a), (d), (f), and (g)  
7 rely on a finding that the Rasmussens own the strip of land.  
8 Because the court has quieted title in the County, the Rasmussens  
9 have no rights to the strip of land and none of the counterclaims  
10 state a claim for which relief can be granted.

11  
12 The Rasmussens attempt to overcome this conclusion by arguing  
13 that the County's title is invalid, because the STB order that  
14 authorized railbanking was allegedly invalid. By challenging the  
15 STB proceedings, the Rasmussens are asking the court to reverse an  
16 STB order. See Dave v. Rails-to-Trails Conservancy, 79 F.3d 940,  
17 942 (9th Cir. 1996) (court looks at whether practical effect of  
18 cause of action requires review of order); Grantwood Village v.  
19 Missouri Pac. R.R. Co., 95 F.3d 654, 657 (8th Cir. 1996) (chal-  
20 lenge to property transfer required review of order). The courts  
21 of appeals have exclusive jurisdiction over any proceeding "to  
22 enjoin or suspend, in whole or in part, a rule, regulation, or  
23 order of the Surface Transportation Board . . . ." 28 U.S.C.  
24 § 2321(a); see also Dave, 79 F.3d at 942; Glosemeyer v. Missouri-  
25 Kansas-Texas R.R., 879 F.2d 316, 320 (8th Cir. 1989); Louisiana-



1 Pacific Corp. v. Texas Dep't of Transp., 43 F.Supp.2d 708, 711  
2 (E.D. Tex. 1999). Thus, this court lacks subject matter jurisdic-  
3 tion to consider the Rasmussens' argument, and the Rasmussens fail  
4 to state a claim for which relief can be granted. The County's  
5 motion to dismiss counterclaims for violations of 16 U.S.C.  
6 § 1247(d), the Fifth and Fourteenth Amendments, 28 U.S.C. § 1358,  
7 and the Washington State Constitution, Article 1, Section 16 will  
8 be GRANTED.

9 Counterclaims (b) and (c), for violations of the First Amend-  
10 ment and Second Amendment, do not explicitly rely on the  
11 Rasmussens' ownership of the land.<sup>6</sup> However, both causes of action  
12 still fail to state a claim for which relief may be granted. A  
13 cause of action against a county for constitutional violations  
14 requires both allegations of unconstitutional behavior and allega-  
15 tions that the conduct resulted from an official policy, practice,  
16 or custom. See Leatherman v. Tarrant County, 570 U.S. 163, 113  
17 S.Ct. 1160, 122 L.Ed.2d 517 (1993); Gibson v. United States, 781  
18 F.2d 1334, 1337-38 (9th Cir. 1986). The Rasmussens' counterclaims  
19  
20

21  
22 <sup>6</sup>The Rasmussens failed to include an allegation that the  
23 County violated 42 U.S.C. § 1983 in either counterclaim (b) or (c).  
24 Instead, they stated the allegation as a separate counterclaim.  
25 The Rasmussens have acknowledged in their briefing that the Section  
26 1983 allegation was intended to be incorporated into the other  
causes of action rather than stand alone. Therefore, the court  
will incorporate 42 U.S.C. § 1983 into counterclaims (b) and (c)  
and counterclaim (e), which contained the misplaced Section 1983  
allegation, will be DISMISSED.

ORDER  
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1 do not allege any specific behavior by the County that violated  
 2 their rights. Moreover, the Rasmussens do not allege any poli-  
 3 cies, customs, or practices that violated their rights. In their  
 4 briefing, but not in the counterclaims, the Rasmussens quote  
 5 numerous county ordinances. They do not allege that any of these  
 6 ordinances violated their rights, nor do they explain any actions  
 7 County employees took to enforce the ordinances that somehow  
 8 violated the Rasmussens' rights. The Rasmussens have failed to  
 9 plead any facts to support the basic elements of their causes of  
 10 action and have therefore failed to state a claim. The County's  
 11 motion to dismiss counterclaims (b) and (c) for violations of the  
 12 First Amendment and Second Amendment will be GRANTED.<sup>7</sup>  
 13

14 III. CONCLUSION

15 The court GRANTS plaintiff's motions to strike in part. The  
 16 court GRANTS plaintiff's motion for summary judgment. The court  
 17 quiets title in the County's favor and declares that the County  
 18 has the right to quiet enjoyment of its property without interfer-  
 19 ence by the defendants. The court GRANTS plaintiff's motion to  
 20

21 / / /  
 22 / / /

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 24  
 25 <sup>7</sup>The Rasmussens request discovery, mediation, a stay of  
 26 proceedings, and oral argument. None of these are necessary in  
 light of the court's rulings, and the requests will be DENIED.



1 dismiss all counterclaims.

2 DATED at Seattle, Washington this 25<sup>th</sup> day of May, 2001.

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4   
5 BARBARA JACOBS ROTHSTEIN  
6 UNITED STATES DISTRICT JUDGE  
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ORDER  
Page - 17



**AGENDA TOPICS - For Planning Purposes Only (Contact Clerk to Verify Dates)**

<b>JUNE</b>			
<b>ies 6/7</b>		Skate Park Design Workshop	Eastlake High School
	7:00 pm		
Thurs 6/7	7:00 pm	Planning Advisory Board	
Wed 6/13	7:30 pm	Special Meeting	Approval: 216 <sup>th</sup> & Inglewood Hill Intersection Improvement Design
Mon 6/18	6:30 pm	PARC	
Wed 6/20	5:30 pm	Finance Committee	
Wed 6/20			Public Hearing: Beaver Lake Management District Contract: Gray & Osborne 228 <sup>th</sup> Avenue Phase 1C Mid Year Report
	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	Comp Plan Update
Thurs 6/28	7:00 pm	Planning Advisory Board	Transportation Subcommittee
<b>JULY</b>			
Wed 7/4		<i>HOLIDAY</i>	
Wed 7/5	5:30 pm	Public Works Committee	
Wed 7/5	7:30 pm	Regular Meeting	
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			Public Hearing: Six Year T.I.P Public Hearing: Land Use Moratorium Ordinance: First Reading Amendment to Land Use Moratorium Ordinance: Second Reading Land Use Moratorium Amendment Ordinance: First Reading Extension Land Use Moratorium
	7:30 pm	Regular Meeting	
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	
<b>AUGUST</b>			
Wed 8/1	5:30 pm	Public Works Committee	
Wed 8/1	7:30 pm	Regular Meeting	Ordinance: Second Reading Extension Land Use Moratorium
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	Comp Plan Update
Thurs 8/23	7:00 pm	Planning Advisory Board	Transportation Subcommittee
<b>SEPTEMBER</b>			
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	Comp Plan Update



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 &amp; Open Space Plan</p>	<p>Contract: Stormwater Management/Ch2Mhill</p>		



# JUNE 2001

## Meeting Schedule

Updated: 06/01/01

SUN MON TUE WED THU FRI SAT

1 2



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**3**  
**4**  
**5** 5:00 - 7:00 pm  
**6** 5:30 pm  
**7** 7:00 pm  
**8**  
**9**

10 11 12 13 14 15 16

**10**  
**11**  
**12** 48th Street T/H  
**13** 7:30 pm  
**14** Wesley Cove  
**15**  
**16**

17 18 19 20 21 22 23

**17**  
**18** 6:30 pm  
**19** Timberline Ridge  
**20** 5:30 pm  
**21** 7:30 pm  
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24 25 26 27 28 29 30

**24**  
**25**  
**26** 7:00 pm  
**27**  
**28** 7:00 pm  
**29**  
**30**

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

**MAILING ADDRESS:**  
486 228th Avenue NE  
Sammamish, WA 98074

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

**OFF SITE LOCATIONS:**  
East Side Fire Station #82  
1851 - 228th Avenue NE  
Sammamish Plateau Water & Sewer  
1510 - 228th Avenue SE  
Sammamish Library  
825 - 228th Avenue NE

Meeting dates are subject to change.





# CERTIFICATE OF ACCOMPLISHMENT

Awarded this 6<sup>th</sup> day of June 2001 to

*Mary Vinuelas*

For Outstanding service to the City Council and the Community as  
High School Student Liaison for Skyline High School

2000/2001

A handwritten signature in black ink, appearing to read "Tracy Romero".

Tracy Romero, Mayor





# CERTIFICATE OF ACCOMPLISHMENT

Awarded this 6<sup>th</sup> day of June 2001 to

*Lin Yang*

For Outstanding service to the City Council and the Community as  
High School Student Liaison for Eastlake High School  
2000/2001

  
Troy Romero, Mayor



<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
729	06/06/2001	ACCTEMP	Accounttemps	346.80	000000
3730	06/06/2001	ACE	Ace Hardware, Inc.	305.51	000000
3731	06/06/2001	APWA	American Public Works Assoc	11.00	000000
3732	06/06/2001	BARANZ	Richard Baranzini	521.08	000000
3733	06/06/2001	BCC	Bellevue Community College	972.00	000000
3734	06/06/2001	BELRED	Bel-Red Electric Service, Inc.	251.48	000000
3735	06/06/2001	BELREDHT	Bel-Red Heating	49.55	000000
3736	06/06/2001	BOFACC	Bank Of America Credit Card	932.22	000000
3737	06/06/2001	CENTER	Center Court Surfacing	10,597.12	000000
3738	06/06/2001	CONSUP	Cascade Contractors Supply	42.43	000000
3739	06/06/2001	CORPEX	Corporate Express	2,620.76	000000
3740	06/06/2001	CRYST	Crystal Springs Water Company	153.27	000000
3741	06/06/2001	CWA	CWA Consultants	4,393.18	000000
3742	06/06/2001	DAILY	Daily Journal of Commerce	135.00	000000
3743	06/06/2001	DELL	Dell Marketing L.P.	4,223.64	000000
3744	06/06/2001	DUFFORD	PHILIP DUFFORD	5,580.00	000000
3745	06/06/2001	DUNHAM	Marlene Dunham	8.62	000000
3746	06/06/2001	EASTFIRE	Eastside Fire & Rescue	2,469.89	000000
3747	06/06/2001	FORD	Ford Graphics, Inc.	180.04	000000
3748	06/06/2001	GENUITY	Genuity Solutions, Inc.	126.50	000000
3749	06/06/2001	HERTZ	Hertz Equipment Rental	1,962.15	000000
3750	06/06/2001	IKON	Ikon Office Solutions	65.28	000000
3751	06/06/2001	INCA	Inca Engineers, Inc.	31,431.64	000000
3752	06/06/2001	INTOX	Intoximeters, Inc.	208.76	000000
3753	06/06/2001	KENYON	Kenyon Dornay Marshall PLLC	16,997.48	000000
3754	06/06/2001	KINGDD	King County DDES	2,376.00	000000
3755	06/06/2001	KINGFI	King County Finance A/R	63,397.95	000000
3756	06/06/2001	KINGJO	King County Journal Newspapers	1,453.53	000000
3757	06/06/2001	KINGWAT	King County Finance Water & Land Division	81,283.98	000000
3758	06/06/2001	KIRKRED	Kirkland Redmond Boys & Girls Clubs	2,500.00	000000
3759	06/06/2001	LOCK	Lockworks, Inc.	32.64	000000
3760	06/06/2001	LOGOVCOM	Local Government Commission	11.50	000000
3761	06/06/2001	McKin	McKinstry Company	318.98	000000
3762	06/06/2001	MRT	Mr. T's Trophies	29.24	000000
3763	06/06/2001	NEWSTR	The News Tribune	1,032.37	000000
3764	06/06/2001	PACE	Pace Engineers, Inc.	1,866.00	000000
3765	06/06/2001	PERFORM	Performance Htg & Air Inc.	3,890.17	000000
3766	06/06/2001	RABANC	Rabanco Connections	367.63	000000
3767	06/06/2001	RHINO	Rhino Linings	474.91	000000
3768	06/06/2001	SAFFRON	Saffron	1,000.00	000000
3769	06/06/2001	SMART	Smart Wireless	89.85	000000
3770	06/06/2001	UNIFIRST	UniFirst Corp	172.71	000000
3771	06/06/2001	VERIZNW	Verizon Northwest	20.58	000000
3772	06/06/2001	VERIZSER	Verizon Equipment Sales & Svc	475.58	000000
3773	06/06/2001	VIDEOREC	Video Recordings Unlimited	61.81	000000
3774	06/06/2001	WACD	Washington State Office Of Community Development	125.00	000000
3775	06/06/2001	WALDRO	Waldron Resources	2,012.50	000000
3776	06/06/2001	WESTERN	Western Graphics, Inc.	232.83	000000
3777	06/06/2001	WILSON	Michael Wilson	4,328.00	000000

CHECK TOTAL: \$252,139.16 (1)

(1) 252,139.16  
 (1) 450,448.52  
 (1) 10,489.57  
 (1) 26,915.00  
 (1) 262,287.67  
 (1) 20,000.00

\$1,022,279.92

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3704	DAVILA	Gail Davila	05/25/2001	24.20	
				272.82	
				62.10	
				42.50	
		Total for 3704:		401.62	
3705	BANKOFA	BOFANOTE	05/25/2001	393,706.50	99999
				15,915.36	0110022309
		Total for 3705:		409,621.86	
3708	FIVESTAR	Five Star Chevy Toyota	05/25/2001	8,341.00	7548
				8,341.01	7548
		Total for 3708:		16,682.01	
3709	IOS	IOS Capital	05/25/2001	643.05	51660785
		Total for 3709:		643.05	
3710	LUIZZO	Dalton Luizzo	05/25/2001	5.51	
				10.35	
		Total for 3710:		15.86	
3711	NWMCTI	NW Municipal Clerks Inst.	05/25/2001	400.00	
		Total for 3711:		400.00	
3712	POLYGON	Polygon Permit Account	05/25/2001	3,071.00	
		Total for 3712:		3,071.00	
3713	PSE	Puget Sound Energy	05/25/2001	1,066.27	
				739.28	
		Total for 3713:		1,805.55	
3714	REGENC	Regency Realty Corp.	05/25/2001	14,504.03	
				400.00	
		Total for 3714:		14,904.03	
3715	SAMHILLS	Sammamish Hills Lutheran	05/25/2001	2,500.00	
		Total for 3715:		2,500.00	
3716	SWAN	Robert Swan	05/25/2001	350.00	
		Total for 3716:		350.00	
3717	TRIPLETT	Steve Triplett	05/25/2001	8.29	
				14.00	

3718

WILCOX

Steven Wilcox

05/25/2001

Total for 3717:

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22.29

17.25

14.00

Total for 3718:

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31.25

Total for Accounts Payable Check Run:

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450,448.52

(1)

6-6-01  
Check Register

City: City of Sammamish  
User: marlene

Accounts Payable  
Computer Check Register

Printed: 05/18/01 11:16

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3706	ICMA457	ICMA	05/18/2001	1,313.85	
		Total for 3706:		----- 1,313.85	
3707	ICMA401	ICMA	05/18/2001	9,175.72	
		Total for 3707:		----- 9,175.72	
		Total for Accounts Payable Check Run:		----- 10,489.57	(1)

6-6-01  
Check Register

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3719	SWAN	Robert Swan	05/29/2001	13,000.00	
		Total for 3719:		13,000.00	
3720	PACTITLE	Pacific Title Insurance Co	05/29/2001	13,915.00	
		Total for 3720:		13,915.00	
		Total for Accounts Payable Check Run:		26,915.00	(1)

6-6-01  
Check Register

City: City of Sammamish  
User: marlene

Accounts Payable  
Computer Check Register

Printed: 05/30/01 10:47

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3721	PACTITLE	Pacific Title Insurance Co	05/30/2001	262,287.67	
		Total for 3721:		----- 262,287.67	
		Total for Accounts Payable Check Run:		----- 262,287.67	(1)

6-6-01  
check register

Purchase Order

20

City of Sammamish  
704 228th Avenue N. E.  
PMB - 491  
Sammamish  
(425) 898-0660

WA 98074

PO Number: 00000855

Vendor: SWAN  
Robert Swan  
22731 SE 20th Street  
Sammamish, WA 98075

Order Date: 04/06/2001  
PO Status: Open

Deliver to: 704 228th Avenue N. E.  
PMB - 491  
Sammamish, WA 98074

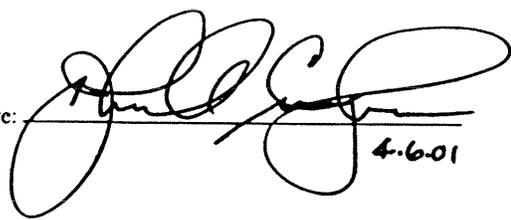
Shipping Instructions:  
Comment:

Task Code: -  
Type Code:

Quantity	Price	Amount	Description	Balance Due	Account
1.00	20,000.0000	20,000.00	Business Relocation Claim - Right of Way Purchase	20,000.00	340-110-595-00-63-00
TOTALS:		20,000.00		20,000.00	

①

Signature: \_\_\_\_\_



4-6-01

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

P. W. K. Director



# COUNCIL MINUTES

## Regular Meeting

May 16, 2001

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

**Councilmembers present:** Deputy Mayor Ken Kilroy, Councilmembers Jack Barry, Don Gerend (arrived at 8:15 pm), Ron Haworth and Kathleen Huckabay.

Councilmembers absent: Mayor Troy Romero, Councilmember Phil Dyer.

**MOTION:** Councilmember Haworth moved to excuse Mayor Romero and Councilmember 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, Police Chief Richard Baranzini, City Attorney Bruce Disend and City Clerk Melonie Anderson.

### **Roll Call/Pledge**

Roll was called. Councilmember Barry led the pledge.

#### **1. Approval of Agenda**

**MOTION:** Councilmember Huckabay moved to approve the agenda. Councilmember Haworth seconded. Motion passed unanimously 4-0.

#### **2. Introduction and Presentations**

#### **3. Mayor/Council/Committee Reports**

- Councilmember Barry reported on the Issaquah School District Feasibility Study Group meeting. The District is looking for some place on the plateau to park their school buses during the day. This would eliminate trips to and from Issaquah twice a day to pick up and deliver students. Councilmember Barry directed staff to contact someone at the district to see if there would be a way for the City to facilitate this.
- Finance Committee (Councilmember Huckabay): Staff is working on the 2000 Financial Statements which are due to the State Auditor by the 30<sup>th</sup> of May. After close scrutiny of the bill a decision was made to switch the City's long distance phone service carrier.
- Public Safety Committee (Councilmember Haworth): No report.
- Community Development Committee (Councilmember Dyer): No Report

- Public Works (Councilmember Gerend): Councilmember Gerend attended the Suburban Cities Board Meeting. SCA is doing some strategic planning for the next several years. Public Works Committee has not met.
- Eastlake High School Report (Lin Yang, Student Liaison): Senior projects are finished this week. So far, 40 applications have been received for the Youth Advisory Commission. Members will be selected next month.
- Skyline High School Report (Mary Vinuelas, Student Liaison): Prom was last Saturday. The school has a blood drive scheduled for next week.
- Mayors Report: No report.

## 2. Public Comment

Richard Olin, 208 214<sup>th</sup> Avenue NE, Believes there should be a signal at 216<sup>th</sup> Avenue NE and Inglewood Hill Road. Public Works Director John Cunningham explained that progress is being made in improving the area. A public meeting will be held to discuss design options. Something will be in place by the fall. The City will keep Mr. Olin updated on future developments.

Nathan O'Brien, 23911 NE 31<sup>st</sup> Way, As part of his senior project, he requested the name on the street leading into Eastlake High School be changed from SE 4<sup>th</sup> to Wolf Way. Staff will look into the issue.

Irmagard Krank, 19511 SE 23<sup>rd</sup> Street, Presented a petition to Council signed by more than 300 residents supporting immediate interim use of the Eastlake Sammamish Trail.

Tom Harman, 2302 E Beaver Lake Drive, He announced that his group has some public television shows airing in the next couple of weeks.

## Consent Calendar

4. Payroll for pay period ending April 30, 2001 for pay date May 4, 2001 in the amount of \$ 110,935.60.
5. Claims for period ending May 2, 2001 in the amount of \$1,506,201.08
6. Minutes of May 2, 2001 Special Meeting

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

## Unfinished Business

### 7. Resolution: Beaver Lake Management District

Community Development Director Ray Gilmore gave the staff report. This is the second time Council has considered the formation of the district. The first proposed management district was comprised of 1, 017 parcels, some of which were outside the drainage basin for the lake.

Staff was directed to revise the boundary to exclude areas outside the drainage basin. The Management District has been redrawn and submitted to the Community Development Committee. The CDC has approved the new district boundaries. A public hearing has been scheduled for June 20, 2001.

**MOTION:** Councilmember Haworth moved to adopt a resolution approving the intent to form the Beaver Lake Management District. Councilmember Huckabay seconded. Motion passed unanimously 5-0 (R2001-73).

**7a. Hardship Request: Dailey**

Mr. Gilmore said the Dailey request is being withdrawn at the request of the applicant.

**New Business**

**8. Resolution: Social & Human Services Grants**

City Manager Ben Yazici gave the staff report. Council allocated \$150,000 for fiscal years 2001 and 2002 for Social & Human Services grants. The procedure and application has been developed and staff is asking Council to approve the process.

**MOTION:** Councilmember Huckabay moved to approve a resolution implementing a procedure and application for Social and Human Services grants. Councilmember Gerend seconded. Motion passed unanimously 5-0 (R2001-74).

**9. Contract Amendment: Comprehensive Plan/Edaw**

Mr. Gilmore explained the reason for the contract amendment with Edaw was for additional services needed in developing the Comprehensive Plan. The number of parcels to be reviewed is about 44% greater than previous data indicated. The increase in the amount of the contract is \$21,684.00.

**MOTION:** Councilmember Haworth moved to approve the contract amendment with Edaw, Inc. Councilmember Gerend seconded. Motion passed unanimously 5-0.

**10. Adoption: Initial Neighborhood Improvement Program**

Mr. Yazici gave the staff report. Council was presented with a list of projects to be completed for neighborhood improvement projects in 2001. This year's projects total around \$100,000. In addition, there have been several sidewalk improvements. There may be additional projects that will be submitted later based on requests from residents.

**MOTION:** Councilmember Gerend moved to approve the 2001 Neighborhood Improvement Program. Councilmember Huckabay seconded. Motion passed 4-1 with Councilmember Haworth dissenting.

Councilmember Haworth requested the record show that he is in opposition to the use of speed bumps as traffic calming measures because it hinders the response time of emergency vehicles. He is not in opposition to the improvements being proposed. Deputy Mayor Kilroy concurred.

**11. Resolution: Annexation Policy; Notice of Intent to Establish Potential Annexation Areas**

Mr. Gilmore gave the Staff report. The City must submit a Proposed Annexation Policy and potential annexation areas. The purpose of the policy is to ensure the City is committing to providing services to any potential annexation area. After Council approves the policy it will be submitted to the proper authorities at King County.

MOTION: Councilmember Haworth moved to approve the resolution for the Annexation Policy, Notice of Intent to Establish Potential Annexation Areas. Councilmember Gerend seconded.

AMENDMENT: Councilmember Haworth moved to amend the resolution to include the area commonly referred to as the Aldarra Farm Property. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

MOTION: Councilmember Gerend moved to table the resolution to approve the annexation policy, notice of intent to establish potential annexation areas until the next Council meeting. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

**City Manager's Report**

Mr. Yazici requested changes to the current Sick Leave Policy. He is proposing to amend the policy to allow employees to pool their sick leave so it can be shared with other employees as the need arises.

MOTION: Councilmember Haworth moved to amend Personnel Policy 8.2 Sick Leave as proposed. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

Councilmember Haworth stated that he would be in favor of changing the name of 4<sup>th</sup> Avenue SE to Wolf Way and asked for it to be added as an item to the next meeting.

**Adjournment** – Deputy Mayor Kilroy adjourned the meeting at 8:45 pm.

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Melonie Anderson, City Clerk

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H. Troy Romero, Mayor

Item 7

**COUNCIL**  **MINUTES**

**Study Session/Special Meeting  
May 23, 2001**

**STUDY SESSION**

Study Session of the Sammamish City Council began at 7:30 pm

**1. SR 202 Widening Project**

David Edwards of the Washington State Department of Transportation gave a presentation on the proposed widening project from SR 520 in Redmond to Sahalee Way NE. The project calls for some sidewalks, widening the road and installing signalization at the intersections of 204<sup>th</sup> Avenue NE and Sahalee Way NE. For further information on this project call (206) 440-4312 or Gary McKee at (206) 440-4321.

**2. Comprehensive Land Use Plan Update**

Planning Advisory Board Member John Rose gave an update to the Council on the progress the Board has made so far in the development of the City's Comprehensive Land Use Plan. He showed a PowerPoint presentation explaining the Board's vision for the city. Council was given a Population Projection Report compiled by Edaw, Inc. This report is available upon request from the City Clerk.

**3. Section 36 Development**

Parks Manager Jeff Watling gave an update to Council on King County's plans for the development of the area northeast of the City commonly known as Section 36. There are some possibilities for the City to develop portions of the park for recreational use.

**4. Skate Park Design**

Mr. Watling gave a status report on the skate park design. He showed a detailed design map of the layout of the skate park if it were built on property owned by the City on 228<sup>th</sup> Avenue SE. Council directed staff to continue to look for other locations for the skate park. Design work will continue.

Study Session closed at closed at 9:15 pm.



**SPECIAL MEETING**

Mayor Troy Romero called the special meeting of the Sammamish City Council to order at 9:25 pm

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

**Councilmembers absent:** Councilmember Phil Dyer.

**MOTION:** Deputy Mayor Kilroy moved to excuse Councilmember Dyer. Councilmember Haworth seconded. Motion passed unanimously 6-0.

**Staff present:** City Manager Ben Yazici, Director of Community Development Ray Gilmore, Parks Manager Jeff Watling, City Clerk Melonie Anderson.

**Roll Call/Pledge**

Roll was called. Councilmember Huckabay led the pledge.

**Approval of Agenda**

**MOTION:** Councilmember Barry moved to approve the agenda. Deputy Mayor Kilroy seconded. Motion passed unanimously 6-0.

**Unfinished Business**

1. **Resolution: Relating to the establishment of annexation policy and potential annexation areas for the City of Sammamish, adopting annexation policies for the City of Sammamish and a notice of intent to establish potential annexation areas respective to the county wide planning policies**

City Manager Ben Yazici gave the staff report. At Council's request this item was tabled from the last meeting so contacts could be made with residents in the proposed annexation areas. The areas that are being presented to Council are consistent with the urban growth boundary. Staff will explain to the State Boundary Review Board that, after the completion of the City's Comprehensive Land Use Plan, the proposed annexation area may be amended.

Community Development Director Ray Gilmore showed the changed annexation area map to Council.

**AMENDMENT:** Councilmember Haworth moved to extend the proposed annexation area to the city limits of Issaquah. Deputy Mayor Kilroy seconded. Motion passed 4-2 with Councilmembers Gerend and Huckabay dissenting.

**MOTION:** Councilmember Haworth moved to approve a resolution of the City of Sammamish relating to the establishment of annexation policy and potential annexation areas, adopting

annexation policies for the City of Sammamish and a notice of intent to establish potential annexation areas respective to the county wide planning policies as amended. Councilmember Huckabay seconded. Motion carried 5-1 with Councilmember Gerend dissenting (R2001-75).

Councilmembers Huckabay and Gerend did not approve of adding proposed annexation areas that are not within the urban growth boundary as would occur if this motion were approved. Mr. Yazici explained that submitting proposed annexation areas that include areas outside the urban growth boundary might slow down the acceptance of the annexation areas by the State Boundary Review Board. Inclusion of areas outside the urban growth boundary into proposed annexation areas requires an amendment to the City's Interim Comprehensive Plan.

**MOTION:** Deputy Mayor Kilroy moved to suspend the rules to add an agenda item. Councilmember Gerend seconded. Motion passed unanimously 6-0.

**MOTION:** Councilmember Haworth moved to add Item 1b to the agenda: The election of three voting members for the Association of Washington Cities Annual Business Meeting. Councilmember Huckabay seconded. Motion passed unanimously 6-0.

**MOTION:** Councilmember Haworth moved to appoint Councilmember Huckabay, Councilmember Gerend and City Manager Ben Yazici as voting members at the Association of Washington Cities Annual Business Meeting. Deputy Mayor Kilroy seconded. Motion passed unanimously 6-0.

### **Executive Session**

Council adjourned to Executive Session at 10:05 pm and returned at 10:40 pm.

**Adjournment** – Mayor Romero adjourned the meeting at 10:41 pm.

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Melonie Anderson, City Clerk

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H. Troy Romero, Mayor

**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 True Light Christian Church**

**Meeting Date: June 6, 2001**

**Date Submitted: June 1, 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**

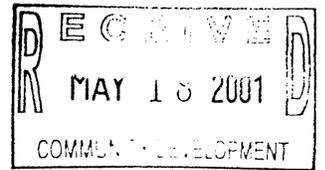
**Summary Statement:** This request is for a two (2) lot short plat. The project is located at 4617 Issaquah-Pine Lake Road SE near the intersection of Issaquah-Pine Lake Road SE and SE 47<sup>th</sup> Way. The property contains approximately 3 acres of land and is developed with an existing single-family residence. The applicant's request is attached as Attachment A for the Council's review. The applicant will be available at the time of the meeting to provide further details regarding the request.

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

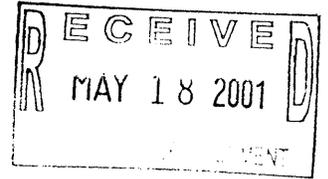
**Recommended Motion:** Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the current moratorium.



To: Mr. David Sawyer  
Planning Manager, City of Sammamish  
486 228<sup>th</sup> Ave. NE  
Sammamish, WA 98053



From: Lee S. Wu  
Plateau True Light Christian Church  
22424 SE 18<sup>th</sup> Street  
Sammamish, WA 98075  
(425) 391-4258



RE: Exception from "Building Moratorium"  
Property address: 4617 Issaquah-Pine Lake Rd. SE

Hello, Mr. Sawyer:

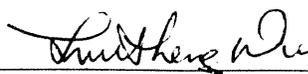
You may recall a few months ago I met with you on the behalf of "Plateau True Light Christian Church" (PTLCC). We discussed the church owned property at 4617 Issaquah-Pine Lake Rd. SE (Tax ID# 15406-9040-02). PTLCC was planning to build a church building on this piece of property. The original theory of purchasing this piece of property was to split the lot into two lots, and sell the lot with the single-family house to pay off the existing loan as soon as possible. The Church just wants to retain the vacant land for future church building use. However, due to the prolonged "Moratorium" we have been unable to short plat this lot, and a hardship has been placed on PTLCC and its members.

Due to the fact that we cannot short plat this property, we have to carry a \$300,000 loan and pay an extra \$1,875 in interest costs per month due to loan. This amount for our small church is quite a burdensome hardship. If we are allowed to short plat this lot, these costs can be totally avoided. Also, the water certificates obtained by PTLCC in December 2000 are about to expire in June. In the current water shortage period, I do not believe we will be able to obtain these precious water certificates again. This could further lead to the delays of our church building process and influence our church growth.

In a solution to the hardships placed on the church by the "Moratorium", we request that the City of Sammamish grant PTLCC an exception from the current "Moratorium". PTLCC is not a developer that wishes to develop a massive community on the property. We are a local church that just wants to split our lot in two in order to pay off our loan.

"Plateau True Light Christian Church" thanks the City of Sammamish for taking the time to consider our requests. I personally appreciate your kindly assistance on this issue. If you have any questions regarding this request, please don't hesitate to contact me.

Sincerely,

  
\_\_\_\_\_  
Lee S. Wu (Vice President)      5/18/2001  
Plateau True Light Christian Church      Date

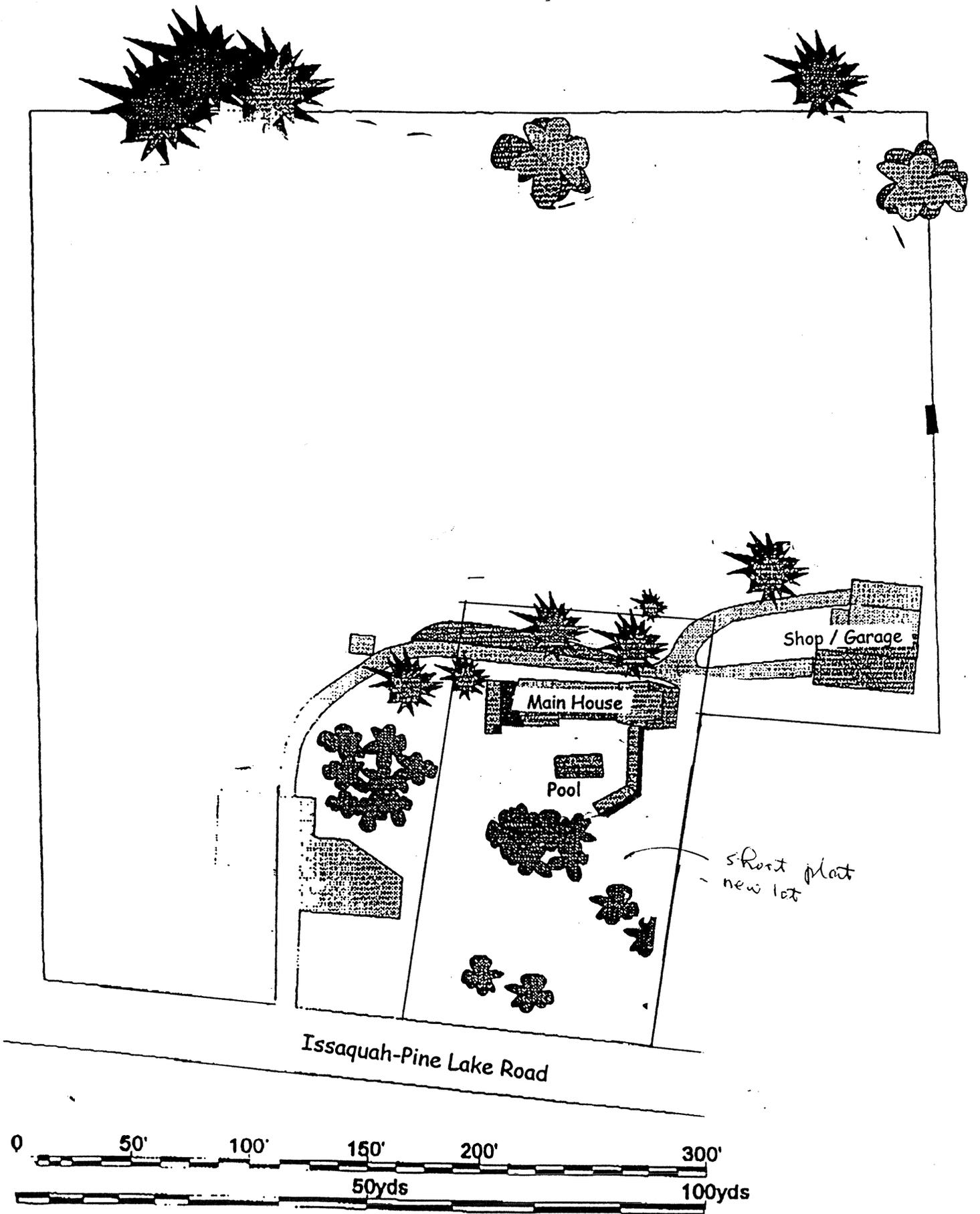
**ATTACHMENT A**

*Plateau True Light Christian Church Hardship Exception Request – Page 1 of 4*









# ATTACHMENT A



AGENDA BILL

CITY OF SAMMAMISH  
CITY COUNCIL

**Subject:** Request to except a two (2) lot short plat from the City's Development Permit Moratorium by Darren Nolan

**Meeting Date:** June 6, 2001

**Date Submitted:** June 1, 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 two (2) lot short plat. The project is located at 21630 NE 11<sup>th</sup> Place near the intersection of NE 11<sup>th</sup> Place and 216<sup>th</sup> Avenue NE. The property contains approximately 1 acre of land and is developed with an existing single-family residence. The applicant's request is attached as Attachment A for the Council's review. The applicant will be available at the time of the meeting to provide further details regarding the request.

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

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



May 21, 2001

RECEIVED BY 

David Sawyer,  
Planning Manager  
City of Sammamish

MAY 21 2001

**CITY OF SAMMAMISH**

Dear David,

I am the owner, of a parcel of land within the city of Sammamish, at 21630 N. E. 11th Place. I purchased the lot and moved into the home in 1994. The lot is .92 of an acre and the house was constructed in 1981. The builder of the existing home situated it, in a manor that would allow the lot to be subdivided at a later date. The ability to sub divide the lot and build a second house was, one of the reasons that we purchased this lot and house.

We started the process of sub dividing the lot back in 1998. Because there are so many steps and significant costs involved in the process of sub dividing, we decided to take it one step at a time. The first step was to acquire our water certificate for the proposed new lot. We have been in a number of water lotteries over the last 3 years. We finally received our "certificate of water availability" last July from the Sammamish Plateau water and sewer district. The next step was to have a septic system approved by King County. We have completed that process and now have an approved septic system design.

We are now moving to the next step in the process, which is the reason for this letter to you.

Because of the current moratorium on sub, divisions within the city of Sammamish my application could not be accepted by your staff planner Bradford Davis during my meeting with him last Friday. Mr. Davis after consulting with Mark Rodriguez suggested that I explain my situation to you and request that you bring this matter to the attention of the city council as a hardship request at the next council meeting.

I understand that there is a possibility that the council will be recommending a change to the current building moratorium, which would allow short plats, of 1 lot to 2 lots. This change could happen as early as July. Unfortunately, my "certificate of water availability" expires on July 31, if my application to sub divide, has not been excepted, by the City Of Sammamish. I have already extended the water right by 6 months, which is the maximum that the water district allows. At this point in the short plat process, I have spent close to \$10,000 on engineering and design fees. I am hopeful that this was not wasted money.

I hope that you will be able to help me with this process.  
Please let me know if there is any other information that you will need.



Darren Nolan

Home Phone 425-836-8353  
7065

Work Phone 206-336-5850

Mobile 206-669-

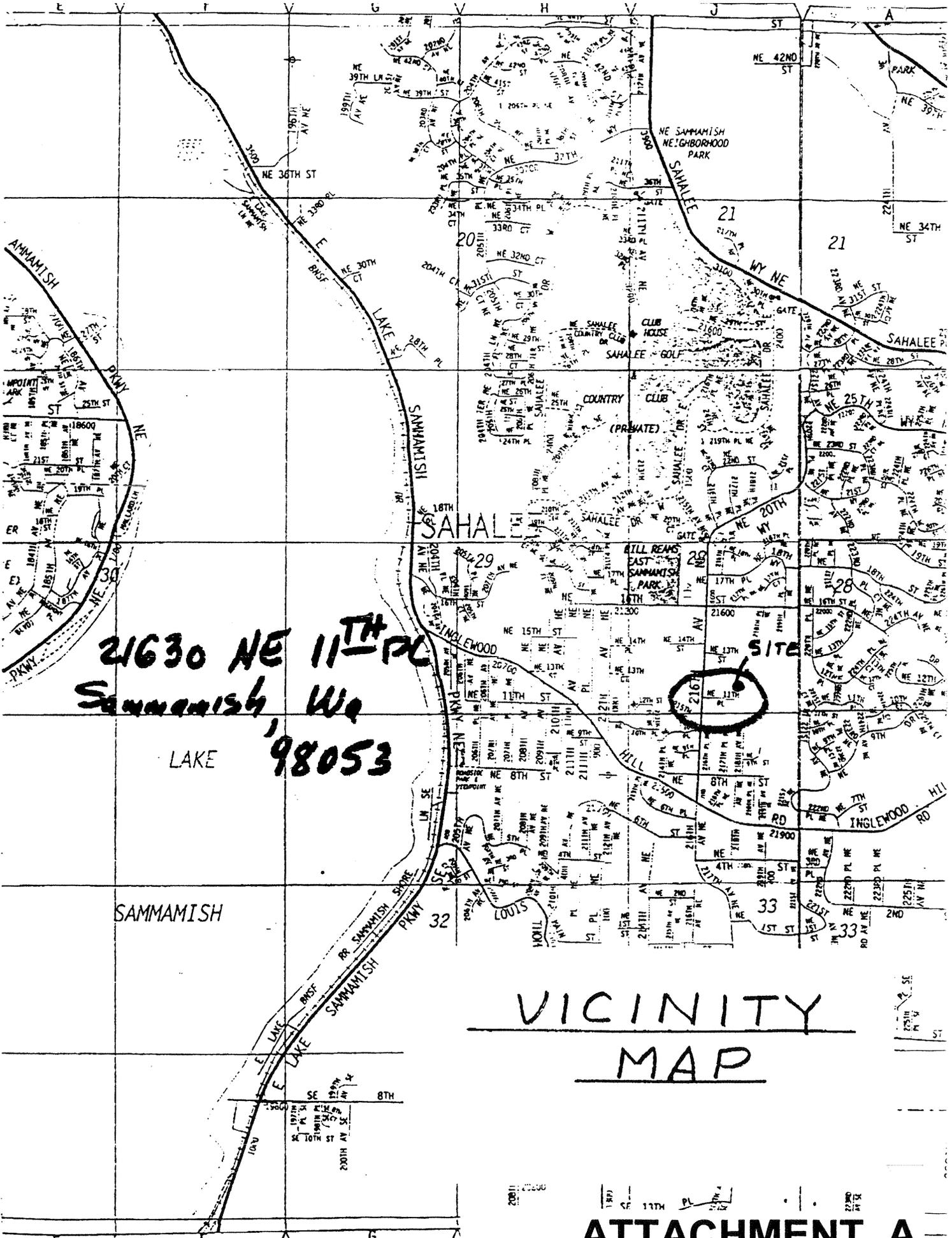
Attachments: Lot location map, sub division proposed plan, Certificate of water availability

**ATTACHMENT A**

*Nolan Hardship Exception Request – Page 1 of 4*





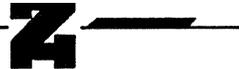


21630 NE 11th Pl  
 Sammamish, WA  
 98053

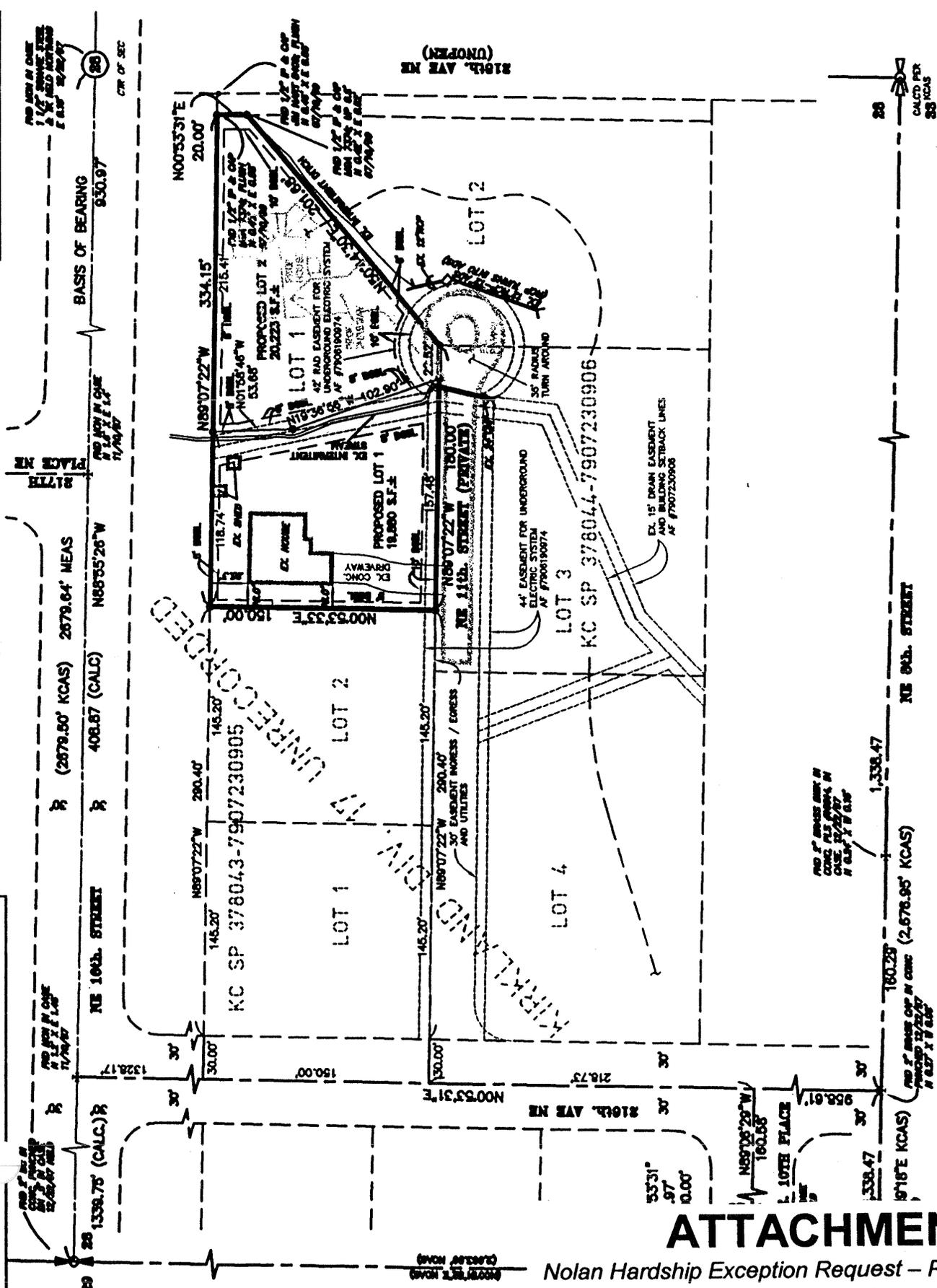
SITE  
 2167

VICINITY  
MAP

**ATTACHMENT A**



BASS OF BEARING  
NORTH LINE OF SW 1/4



NOLAN  
PRELIMINARY  
SHORT PLAT

DATE 06/07/01  
DRAWN BY S.A.B.

American Engineering Corporation  
Engineers - Planners - Surveyors  
4002 14th Ave. N.E.  
Minneapolis, MN 55412



LAYED SECTION COR. AS NOTED  
QUARTER COR. AS NOTED  
LATED QUARTER COR. AS NOTED  
CONC. MON. AS NOTED  
REBAR AS NOTED

# ATTACHMENT A



AGENDA BILL

CITY OF SAMMAMISH  
CITY COUNCIL

**Subject:** Design Decision on Roundabout vs. Signalized Intersection at 216<sup>th</sup>/Inglewood Hill Rd.

**Meeting Date:** 6/6/01

**Date Submitted:** 6/1/01

**Originating Department:** PW

**Action Required:** Pass Motion selecting design alternative.

**Clearances:**

\_\_\_\_\_ Administration                      \_\_\_\_\_ Police

\_\_\_\_\_ Public Works                      \_\_\_\_\_ Fire

\_\_\_\_\_ Building/Planning                      \_\_\_\_\_ Attorney

**Exhibits:** Drawings (2) showing alternatives

**Committee:** Public Works

**Budgeted Amount:** N/A

**Summary Statement:** When the Council rejected any roundabouts for 228<sup>th</sup> Phase 1B, it directed staff to find another location for application of a roundabout. 216<sup>th</sup>/Inglewood Hill Rd. was selected because it had just started the process to determine the appropriate upgrade due to the safety and traffic problems being experienced there. Gray & Osborne was retained to study alternatives and design the project.

Three meetings have been held with the five residents immediately adjacent to the intersection and most directly impacted, primarily in terms of property acquisition needed for expanded ROW. These meetings resulted in the residents unanimously selecting a single-lane roundabout vs. a signalized intersection (see the attachment) for the following reasons:

- **Safety:** roundabouts experience about a 60% reduction in injury accidents; at this intersection, 17 of the 20 accidents reported in the last three years could not have occurred with a roundabout.
- **Safety:** a roundabout presents 8 conflicting movements vs, 32 for an intersection.
- **Efficiency:** delays are cut in approximately half. A roundabout will result in a vehicle delay savings of about 5,000 hours/year.
- **Level of Service:** at current traffic loadings, a roundabout will operate at one higher level of service.

- **Noise:** a roundabout will significantly reduce the noise impacts of stops followed by accelerating starts.
- **Cost:** total cost including construction and operations/maintenance, over a 10-year period, is lower for a roundabout.

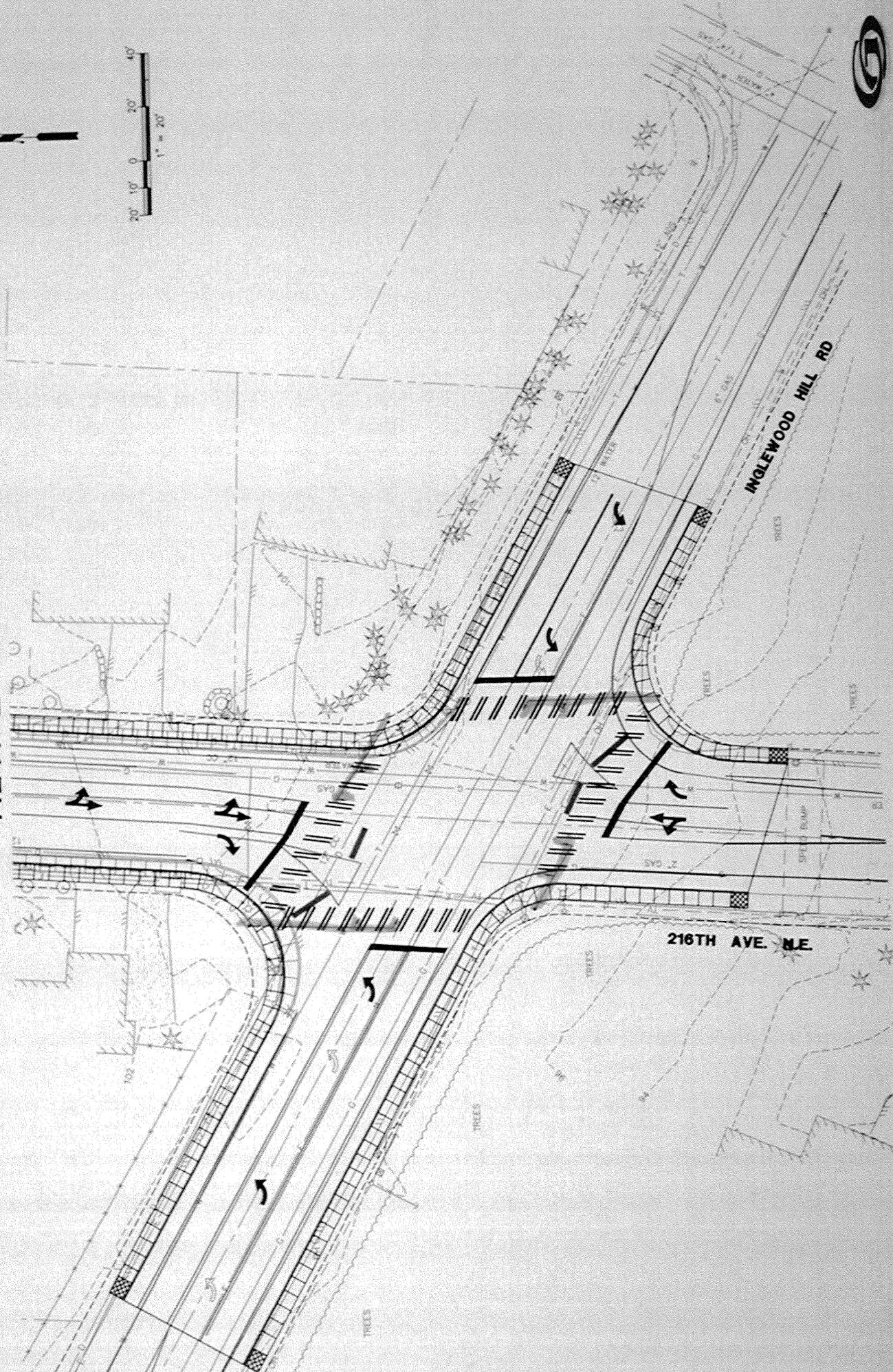
**A public workshop is being held on June 5<sup>th</sup>; results will be reviewed with the Public Works Committee at their meeting on June 6<sup>th</sup>.**

**Attachments (2)**

**Financial Impact: NA**

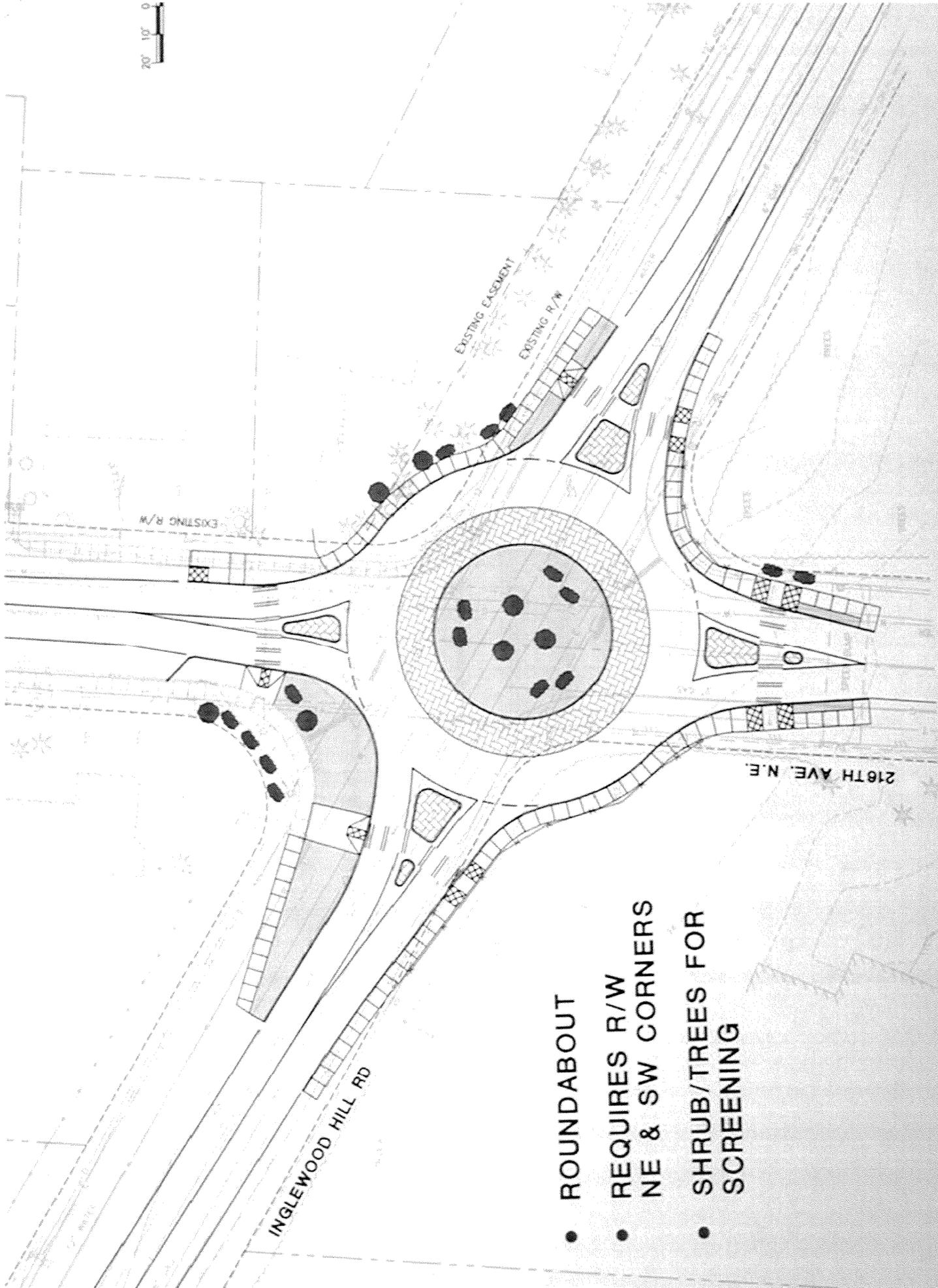
**Recommended Motion: based on staff and consultant study and the unanimous choice of local residents, it is recommended that staff be directed to proceed with design and construction, subject to the results of the public workshop to be held on June 5<sup>th</sup> and the recommendation of the Public Works Committee on June 6<sup>th</sup>.**

# CITY OF SAMMAMISH ALT. 2





C.T.4



- ROUNDABOUT
- REQUIRES R/W NE & SW CORNERS
- SHRUB/TREES FOR SCREENING





Rec'd at Council Mtg  
 June 6, 2001  
 Item # 10  
 M. Anderson

216<sup>th</sup> Ave NE/Inglewood Hill Rd NE Intersection Improvements

Public Meeting - June 5, 2001

	Name	Address (if you wish to receive future mailings)
1.	<del>Chanson Lee</del>	1624 216 <sup>th</sup> NE Ave
2.	LEROY D. MANN	632-216 <sup>th</sup> AVE NE
3.	<del>JYNDIA DULL</del>	21628 NE 22nd ST
4.	<del>Robert G. Gilmore</del>	10242 16 <sup>th</sup> NE Ave
5.	<del>Kevin Hallgrimson</del>	21505 NE 9 <sup>th</sup> Place
6.	Sgt + David Argan	709 216 <sup>th</sup> Ave NE (Roundabout)
7.	Gary Kanter	21224 NE 10 <sup>th</sup> Pl.
8.	Charles Keller	21509 NE 6 <sup>th</sup> Place
9.	Lisa Gilbert	21509 NE 6 <sup>th</sup> Place
10.	DELORA KERBER	21312 NE 6 <sup>th</sup> ST
11.	Gail Anderson	738 218 <sup>th</sup> Ave NE
12.	Danell Paxman	21638 NE 14 <sup>th</sup> Pl. (light)
13.	Lynn McArthur	418 216 <sup>th</sup> Ave NE
14.	BRYAN WALTON	2114 220 <sup>th</sup> Pl NE Roundabout
15.	ELIZABETH WALTON	" Light
16.	Loren Charlton	21624- NE 14 Place (Light)
17.	Richard Olin	208 214 <sup>th</sup> Ave NE
18.	Dawn Chang	2040-217 <sup>th</sup> Pl. NE
19.	Betsy Bettinger	632-219 <sup>th</sup> Ave NE
20.	SHARON McENERNEY	1003-216 AVE NE (RA-M/Light Yes)
21.	Tom SHULL	742-218 <sup>th</sup> Pl NE (LIGHT)
22.	Cheri Cradler	21221 NE 13 <sup>th</sup> Pl
23.	Mary Kanter	21224 NE 10 <sup>th</sup> Pl. (light)



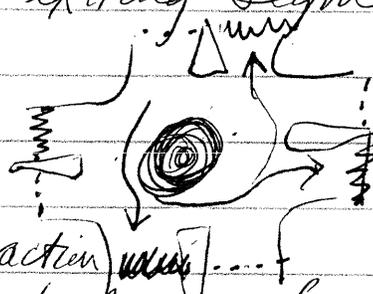
24.	Tani Stafford	2831 234th Ave SE, Sammamish 98073	(Par 2b)
25.	Nichy Beeder	20807 NO 8th St " 98074	
26.	MARLENE DUNHAM	1531-218TH PL NE " 98074	
27.	JOE MARTINEZ	815 214TH PL NE " 98074	
28.	Barbara Bentley	21407 NE 6 Pl " 98074	
29.	Barbara Reake	21421 N.E. 6th Pl. " "	
30.	Gerald Tallman	400 210th Ave NE " "	
31.	DICK RAABE	21421 NE 6th Pl " "	
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# COMMENTS

## 216<sup>th</sup> / Inglewood Hill Int.

(#25.) Nicky Beedle: I favor the traffic circle in all aspects except I have great reservations w/ the safety of the pedestrian on the vehicle exiting segment of the cross walk.

As cars exit the  circle there is distraction & anxiety & not looking for pedestrians as they exit. Plus if they stop the next car to exit behind them can likely rear end the stopped car in front since it might be too late to continue around the circle.

#1 I do not favor the roundabout @ this time.  
C-See There are too many questions unresolved. I will agree to lighted intersection @ this time. It would be better coordinated to Samm. Pkwy lights and better control for everyone @ this time. All lights up & down should coordinate for pedestrians & safety vehicles & delivery trucks & school buses.  
It should be lighted or left as is for now!!!



We live on 6<sup>th</sup> (213)  
Place and are concerned  
about people using our quiet street to  
avoid the roundabout  
Barbara Bentley

Our street (6<sup>th</sup> Pl.) already experience  
numerous speeding cars shortcutting  
through our neighborhood. The  
option of roundabout or traffic  
light are going to impede people  
more & encourage more shortcutting.  
We would like to look at options  
to prevent speeding shortcutters  
through our neighborhood.

Barbara Reed

(#25) Nicky - An addition to relieving traffic on the  
North side of 216<sup>th</sup> is to reopen the 'dead end'  
street (? N.E. 8<sup>th</sup>?) to one way egress (right  
turn) onto Ingwood flowing w/ traffic going  
NW toward the lake. That would allow many  
cars heading ~~to~~ down 216<sup>th</sup> toward E-116  
Sam. Hwy to by-pass the traffic circle (good  
sight lines, too.)



DICK RABER 21421 NR 6<sup>TH</sup> PL

IN FAVOR OF ROUND ABOUT BUT VERY CONCERNED  
ABOUT ADDITIONAL TRAFFIC ON NR 6<sup>TH</sup> PL FROM  
THOSE BYPASSING UNCERTAINTY OF ROUND ABOUT.



## Comments on 216<sup>th</sup> + Inglewood intersection -

1. Example - <sup>W.</sup> Uk. Sann roundabout - horrible backups during rush hours.
2. Lots of high school kids using it - <sup>roundabout</sup> poor judgement → ↑ accidents.

Traffic signals seem to work - the 70% of cars using intersection during rush hours should be considered.



With the numerous concerns regarding the decision about traffic @ 216<sup>th</sup> NE : Inglewood - there should be a ballot measure, or some other formal way of getting ~~to~~ input from the residents of this neighborhood. At this point, it appears that decisions are being made regardless of public opinion.

Personally, I am against a roundabout - and would prefer a signal with controlled traffic input (sensors?). I live on 216<sup>th</sup> - 1/2 block from the intersection, and deal with this corner daily. I have lived in areas w/ or w/o a roundabout - and would prefer a controlled signal.



Comments from Lora Charlton  
21624 NE 14 Place.

We have roundabouts in the city that

I have worked for 21 yrs as a firefighter.

Roundabouts have good statistics in Europe  
where the roundabouts work because they are  
twice as big.

Firefighters don't like roundabouts it slows our  
response + puts additional wear and tear on the vehicles

I am in favor of an intersection light and not  
a roundabout. I would be at the council meeting  
but I have to work.

put in the light, we have too many young drivers.



I am concerned as to the impact either the stoplight or roundabout will have on traffic along NE 10<sup>th</sup> Pl (between 216<sup>th</sup> & 212<sup>th</sup>). As it is, it is used to avoid the 216<sup>th</sup> & I.H. Road intersection, especially in the morning during the school rush.

Gary M. Kanter

21224 NE 10<sup>th</sup> Pl.

868-3884

gkanter@usa.net



I loved the presentation on  
signal light versus roundabout,  
but feel strongly a signal light  
is needed more, as the peak times  
are what affect most of us,  
and traffic will flow faster  
on Inglewood with signal.

Gail Anderson  
738 218th Ave NE  
Sammamish, WA



## Comments -

- ① I like the idea of having a round-about at the intersection of Inglewood Hill Rd and 216th.  
~~Inglewood~~ Round-abouts are much safer than signalized intersections.
- ② I like the idea of landscaping the center of the roundabout, similar to the example shown (for University place)
- ③ ~~This intersection is one of the~~  
Inglewood is one of the main roads leading into the center of Town. This would make a great "Gate Way" into the city center.
- ④ The impact to neighboring properties appears to be minimal, even with the round about, so that is a plus.
- ⑤ There are bicycle lanes on 216th.



Sharon M. Eberney

425-000612

1003 216th AVE NE

YES to light / NO to Roundabout

1 - LIVED IN Boston, Roundabouts confusing  
not liked by MASSACHUSETTS

2 - Roundabouts HAVE no control for pedestrian safety

3 - NEED Study AFTER light put in  
for increase of traffic on  
216th as light <sup>(see roundabout)</sup> will be a  
"Shortcut"

4 - 10th AVE will be (and is) a shortcut  
as of now. Can that be monitored

5 - Firefighters prefer lights for  
traffic control

6 - Speed bumps needed on 216th  
especially since can see light  
and "speed up" to make it

I AM PRO 216TH !!!



**AGENDA BILL**

**CITY OF SAMMAMISH  
CITY COUNCIL**

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**Subject:**

Recommendation for filling the vacant Assistant City Manager position.

**Meeting Date:** June 6, 2001

**Date Submitted:** June 1, 2001

**Originating Department:** Administration

**Clearances:**

\_\_\_\_\_ **Administration**                      \_\_\_\_\_ **Police**

\_\_\_\_\_ **Public Works**                      \_\_\_\_\_ **Fire**

\_\_\_\_\_ **Building/Planning**                      \_\_\_\_\_ **Attorney**

**Action Required:**

Council approval to hire and signature Completion of Employment Agreement

**Exhibits:**

Employment Agreement between the City of ammamish and Pete A. Butkus

**Committee:**

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**Budgeted Amount:**

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**Summary Statement:**

After a search to select an Assistant City Manager and an in-depth interview process, staff is pleased to recommend Pete A. Butkus as the City's new Assistant City Manager. Mr. Butkus is currently the Executive Director of the Public Works Board with the State Department of Community, Trade and Economic Development. He would be available to begin employment with the City on June 25, 2001.

Attached is the proposed Employment Agreement with salary listed as \$6,300 per month. The Contract Agreement offers ten (15) banked vacation days and ten (12) banked sick leave days, in case of illness.

**Recommended Motion:**

Move to approve the appointment of Pete A. Butkus as Assistant City Manager for the City of Sammamish.



## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** entered into as of the 6th day of June, 2001 by and between the **CITY OF SAMMAMISH, WASHINGTON**, a non-charter optional municipal code city, hereinafter referred to as "City," and **PETE A. BUTKUS**, hereinafter referred to as "Employee," for the mutual benefits to be derived, hereby agree as follows:

### W I T N E S S E T H

**WHEREAS**, the City Manager has evaluated potential candidates to fill the position of Assistant City Manager for the City of Sammamish and has selected Employee as the best candidate to fill this position; and

**WHEREAS**, it is beneficial for the City and Employee to establish and delineate the conditions of employment;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**Section 1. Commencement of Employment.** The City hereby agrees to employ Employee as Assistant City Manager, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this agreement hereinafter set forth. Employee agrees to commence employment with the City on June 25, 2001.

**Section 2. Duties.** Employee shall perform all duties of the Assistant City Manager as set forth in the job description, City's personnel rules and procedures, and other duties as may be assigned from time to time by the City Manager.

**Section 3. Term.** Although nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee any time for just cause, it is the intent of both parties, that the initial term of this agreement be limited to three (3) years. After that, Employee and the City agree to have the option to renegotiate the terms and conditions of this agreement. Employee shall be permitted to perform other work, such as teaching, writing or related activities, as long as it does not conflict, interfere, or adversely affect his employment with the City.

**Section 4. Salary - Performance Review.** The starting salary for Employee shall be a monthly salary of Six Thousand Three Hundred Dollars (\$6,300) which salary shall be paid in accordance with the normal and usual procedure for payment of City employees. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance shall be reviewed and a written evaluation conducted jointly by the Employee and City manager after twelve (12) months of employment with eligibility for a 5% salary increase at that time. Thereafter, a written evaluation will be conducted jointly by the Employee and City Manager, at least annually and more frequently if required by the City Manager or if requested by Employee. Employee will be eligible for up to a 5% salary increase annually.

**Section 5. Hours of Work.** Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. In recognition of the additional time and work performed by the Employee during the year, the City Manager may grant additional days off to Employee not to exceed five (5) days per year based on employee's additional work and performance.

**Section 6. Benefits.** The following benefits shall be provided to Employee:

A. Employee shall start with twelve (12) days of banked sick leave. After one year of continuous employment, Employee shall be provided one day of sick leave per month as provided for employees of the City in accordance with the Personnel Policies and Procedures and all other related documents. Upon separation/termination of employment in good standing with the City, Employee shall be paid accrued sick leave in accordance with the City's personnel policies.

B. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently eleven days) as identified within the City's personnel policies.

C. Employee shall start with fifteen (15) days of banked vacation time. Employee shall be entitled to vacation accruals at the following rate: fifteen (15) vacation days per year after the first year of employment.

D. The City agrees to and shall put into force for Employee, his spouse, and dependent children and make required payments for medical, dental, vision, life, disability, and other insurance policies identical to those provided to exempt City employees.

**Section 7. Retirement and Deferred Compensation.** Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall not pay Employee's federal social security benefits. The City shall contribute into a qualified retirement plan for Employee an amount equal to the amount the City would otherwise contribute in the federal social security system after deducting life and disability insurance.

**Section 8. Professional Development.** In the event the City and Employee agree that Employee should obtain additional education to enhance his professional development and thus

directly benefit the City by Employee's expanded educational development, the City and Employee shall enter into a further contractual agreement to pursue the educational opportunity which shall specify what portion of the costs of such education shall be paid by the City, and shall further require Employee to guarantee he will continue to work for the City for a minimum specified time to assure the City receives the benefit of the enhanced education opportunity and shall provide for penalties in the event the commitment so specified is not adhered to. The City shall budget and pay professional dues and subscriptions of Employee necessary to his participating in Employee's professional associations. The City agrees to budget and pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Manager.

**Section 9. Termination of Employment.**

A. By City. It is recognized that this agreement is a contract for personal services, and Employee acknowledges and agrees the City may terminate him for just cause. In the event the City Manager elects to terminate Employee, said termination shall be subject to the following condition: Employee shall be given not less than ninety (90) days prior written notice of the intent to terminate him, or ninety (90) days severance pay at the option of the Employer. However, in the event the cause for termination is a violation of law, or a violation of City policy, no prior written notice or severance pay shall be required.

B. By Employee. In the event Employee shall terminate his employment with the City subsequent to the expiration of his three-year commitment or by mutual agreement of the parties, or if permitted to terminate this agreement by law, Employee agrees that he shall provide the City not less than thirty (30) days prior written notice of the effective date of such termination in order to afford the City a reasonable opportunity to find a replacement for Employee. In the event a

replacement is found who is able to commence employment prior to the expiration of the 30-day written notice, the parties agree that they shall in good faith negotiate an earlier termination date.

**Section 10. Professional Liability.** City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors or other omissions in legal proceedings brought against Employee in his individual capacity or in his official capacity, provided the incident arose while Employee was acting within the scope of his employment.

**Section 11. General Provisions.**

A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.

C. If any provision or portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with the Employee for execution of a new personal services agreement.

D. **Notice.** Any written notices required to be given by the City to Employee or by Employee to the City shall be delivered to the following parties at the following addresses:

1. City of Sammamish  
City Manager's Office  
486 - 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074

2. Employee: at either  
486 - 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074

or

as provided by Employee and  
found in the City's personnel records

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mails shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed as of this 6th day of June, 2001.

**CITY OF SAMMAMISH**

**EMPLOYEE**

\_\_\_\_\_  
H. Troy Romero, Mayor

\_\_\_\_\_  
Pete A. Butkus, Assistant City Manager

\_\_\_\_\_  
Ben Yazici, City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

*Stephen B King, for*  
\_\_\_\_\_  
Bruce Disend, City Attorney