

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
Revised
REGULAR MEETING
June 20, 2001**

Wednesday, June 20, 2001, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<u>CALL TO ORDER</u>	7:30 pm
<u>ROLL CALL/PLEDGE</u>	
1. Approval of Agenda	7:35 pm
2. Presentations/Proclamations Student Liaisons Introduction for 2001/2002	
3. Executive Session – Personnel Personal Pursuant to RCW 42.30.110(1)(g)	7:40 pm
4. Mayor/Council/Committee Reports <i>City Mgr Report</i>	7:50 pm
Public Comment (For members of the public to speak to the Council regarding items NOT on the agenda. Please limit remarks to three minutes. Additional comments will be permitted before each ordinance is voted on)	8:00 pm
Consent Calendar	8:10 pm
4. Claims for period ending June 20, 2001, Check Nos. 3778 through 3852 in the amount of \$1,637,958.05 5. Minutes of June 6, 2001 Regular Meeting 6. Minutes of June 13, 2001 Study Session/Special Meeting	
Public Hearing	
7. Beaver Lake Management District	8:15 pm
Unfinished Business	
8. Ordinance: First Reading Amending Ordinance No. 099-15 to add penalties for violations of the hours of construction	8:20 pm
New Business	
9. Resolution: To form Lake Management District No. 1 in the Beaver Lake Watershed and calling	8:25 pm

for a vote by affected property owners on the formation of the Management District.

- | | | |
|--------------------------------|--|----------|
| 10. | Ordinance: First Reading Relating to public nuisance noise | 8:40 pm |
| 11. | Resolution: Establishing the Sammamish Youth Commission | 8:50 pm |
| 12. | Contract: 228 th Avenue Phase 1C Transportation Improvement project design/Gray & Osborne | 8:55 pm |
| 13. | Contract: Playground Equipment | 9:05 pm |
| 14. | Contract: Design Review Services/CH2MHill | 9:10 pm |
| 15. | Approval: Skate Park Site Plan Analysis | 9:20 pm |
| City Manager Report | | 9:30 pm |
| ADJOURN | | 10:00 pm |

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

JUNE			
Wed 6/20	6:00 pm	Finance Committee	
Wed 6/20	7:30 pm	Regular Meeting	Public Hearing: Beaver Lake Management District Ordinance: First Reading Noise Ordinance: First Reading Construction Hours Contract: Gray & Osborne 228 th Avenue Phase 1C Contract: Playground Equipment Skate Park Site Plan Analysis Resolution: Youth Commission
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
JULY			
Wed 7/4		HOLIDAY	Regular Meeting Moved to 7/11
Mon 7/9	6:30 pm	Neighborhood Connections	City hall
Wed 7/11	5:30 pm	Public Works Committee	
Wed 7/11	7:30 pm	Special Meeting	Public Hearing: Six Year T.I.P. Public Hearing: Land Use Moratorium Resolution: Adopting 6 Year TIP Ordinance: First Reading Moratorium Extension Ordinance: Second Reading Noise Ordinance: Second Reading Construction Hours Violation
Mon 7/16	6:30 pm	PARC	
Wed 7/18	6:00 pm	Finance Committee	
Wed 7/18	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	
AUGUST			
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	6:00 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
SEPTEMBER			
Wed 9/5	5:30 pm	Public Works Committee	
Wed 9/5	7:30 pm	Regular Meeting	
Wed 9/12	7:30 pm	Study Session	
Mon 9/17	6:30 pm	PARC	
Wed 9/19	6:00 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
OCTOBER			
Wed 10/3	6:00 pm	Public Works Committee	
Wed 10/3	7:30 pm	Regular Meeting	
Thurs 10/4	7:00 pm	Planning Advisory Board	
Wed 10/10	7:30 pm	Study Session	
Mon 10/15	6:30 pm	Park & Rec Commission	
Wed 10/17	6:00 pm	Finance Committee	
Wed 10/17	7:30 pm	Regular Meeting	
Thurs 10/18	7:30 pm	PAB	Land Use Subcommittee
Tues 10/23	7:00 pm	PAB	Public Involvement Subcommittee
Wed 10/24	6:30 pm	Com Dev Committee	
Wed 10/24	7:30 pm	Special Meeting	
Thurs 10/25	7:00 pm	PAB	Transportation Subcommittee
NOVEMBER			
Wed 11/7	6:00 pm	Finance Committee	
Wed 11/7	7:30 pm	Regular Meeting	
Thurs 11/8	7:00 pm	Planning Advisory Board	
Wed 11/14	7:30 pm	Study Session	
Mon 11/19	6:30 pm	Park & Rec Commission	
Wed 11/21	6:00 pm	Finance Committee	
Wed 11/21	7:30 pm	Regular Meeting	
Thurs 11/22	7:30 pm	PAB	Land Use Subcommittee
Tues 11/27	7:00 pm	PAB	Public Involvement Subcommittee
Wed 11/28	6:30 pm	Com Dev Committee	
Wed 11/28	7:30 pm	Study Session	
Thurs 11/29	7:00 pm	PAB	Transportation Subcommittee
<p>Shared Use Agreement-Issaquah/LW SD</p> <p>Second Reading: Amendment to Chapter 16.82 Requirements for Clearing and Grading</p> <p>Second Reading: Civil Penalties for Clearing/Grading Violations</p> <p>Second Reading: Park, Recreation & Open Space Plan</p>		<p>Contract: Stormwater Management/Ch2Mhill</p>	

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice N</u>
3845	ATT01	AT&T Wireless Services	06/15/2001	54.14 19.93 14.05	
		Total for 3845:		88.12	
3846	ATTLONG	AT&T	06/15/2001	119.84 579.25	
		Total for 3846:		699.09	
3847	EASTFIRE	Eastside Fire & Rescue	06/15/2001	929.84	00140
		Total for 3847:		929.84	
3848	FRANCO2	U. S. Postal Service/ Francotyp-Postalia	06/15/2001	1,000.00	
		Total for 3848:		1,000.00	
3849	HOMEDE	Home Depot	06/15/2001	873.86 5.41 31.25 144.03	
		Total for 3849:		1,054.55	
3850	QWEST	QWEST	06/15/2001	456.24 456.25	
		Total for 3850:		912.49	
3851	VERIZNW	Verizon Northwest	06/15/2001	171.79 35.23 1,717.74	
		Total for 3851:		1,924.76	
3852	VERIZON	Verizon Wireless	06/15/2001	29.76 37.95	
		Total for 3852:		67.71	
Total for Accounts Payable Check Run:				6,676.56	

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① 6676.56
 1,581,809.93
 250.24
 30,465.65
 284.08
 159.55
 18,200.24
 111.78

6,676.56 +
 1,581,809.93 +
 250.24 +
 30,465.65 +
 284.08 +
 159.55 +
 18,200.24 +
 111.78 +
 1,637,958.03 +

Accounts Payable
 Computer Check Register

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3790	AAR	A.A.R. Testing Laboratory, Inc.	06/20/2001	1,649.60	75279
		Total for 3790:		1,649.60	
3791	ACE	Ace Hardware, Inc.	06/20/2001	22.71	
		Total for 3791:		22.71	
3792	AME	Association for Manufacturing Excellence	06/20/2001	125.00	
		Total for 3792:		125.00	
3793	BMC	BMC West	06/20/2001	37.18	2330588
		Total for 3793:		37.18	
3794	BOGDAN	Bogdan's Janitorial	06/20/2001	827.00	
		Total for 3794:		827.00	
3795	CONENG	Concept Engineering, Inc.	06/20/2001	320.00	21007-2
		Total for 3795:		320.00	
3796	CRAN	GORDON CRANDALL	06/20/2001	778.02	
		Total for 3796:		778.02	
3797	CWA	CWA Consultants	06/20/2001	10,217.61	01-184
				5,752.94	01-179
				6,779.63	01-178
		Total for 3797:		22,750.18	
3798	DROLL	Robert W. Droll	06/20/2001	7,671.82	01114-01
				4,665.01	01114-01
		Total for 3798:		12,336.83	
3799	EARTH	Earth Tech, Inc.	06/20/2001	763.08	42228-168395
		Total for 3799:		763.08	
3800	EASTFIRE	Eastside Fire & Rescue	06/20/2001	308,333.33	
		Total for 3800:		308,333.33	
3801	EASTJOU	Eastside Journal	06/20/2001	32.50	
		Total for 3801:		32.50	
3802	ECOLOGY	Wa State Dept of Ecology	06/20/2001	35.69	2001-SC 7426
		Total for 3802:		35.69	

3803	ESRI	ESRI, Inc.	06/20/2001	1,305.13	90418203
3804	FORD	Ford Graphics, Inc.	06/20/2001	1,305.13	1216648 1216648
3805	GTEBS	GTE Electronic Repair Services	06/20/2001	1,121.77	0405555 000
3806	HAMPTON	Tressia Hampton	06/20/2001	233.57	5
3807	hon	The Hon Company	06/20/2001	75.00	744402
3808	KCBLANK	King County Finance	06/20/2001	291.06	7000221 7000221
3809	KCFLEET	King County Fleet Admin	06/20/2001	1,476.80	200522
3810	KCRADIO	King Cty Radio Comm Svcs	06/20/2001	331.90	300250 300250
3811	KENYON	Kenyon Dornay Marshall PLLC	06/20/2001	9,325.50	2111 2112 2113 2114 2115 2116
3812	KINGDD	King County DDES	06/20/2001	16,875.20	106131072 106131072 106131072 184.80 184.80 3,201.00 106130913
3813	KINGFI	King County Finance A/R	06/20/2001	3,729.00	1042207
3814	KINGJO	King County Journal Newspapers	06/20/2001	3,912.68	1,729.80 90.38 1,820.18
		Total for 3814:			

3815	KUSTOM	Kustom Signals, Inc.	06/20/2001	46.78	84903 RI
		Total for 3815:		46.78	
3816	LAVA	Lava	06/20/2001	2,576.88	573
		Total for 3816:		2,576.88	
3817	LAWENF	Law Enforcement Equipment Co	06/20/2001	96.90	286163
		Total for 3817:		96.90	
3818	LINCMOV	Lincoln Moving & Storage	06/20/2001	1,034.00	
		Total for 3818:		1,034.00	
3819	lsaw	Land Surveyors' Assoc of WA	06/20/2001	60.00	
		Total for 3819:		60.00	
3820	MANTEK	Mantek	06/20/2001	597.23	230144
				597.23	230144
		Total for 3820:		1,194.46	
3821	MIDMT	Mid Mountain Contractors, Inc	06/20/2001	1,142,004.15	2
		Total for 3821:		1,142,004.15	
3822	MOBILE	Mobile Mini, Inc	06/20/2001	315.52	4243121
		Total for 3822:		315.52	
3823	MPH Ind	MPH Industries, Inc.	06/20/2001	5,760.00	577368
		Total for 3823:		5,760.00	
3824	MRSC	Municipal Research & Services	06/20/2001	20.00	
		Total for 3824:		20.00	
3825	NAPA	Napa Auto Parts Inc.	06/20/2001	249.69	
				249.70	
				26.50	
				26.51	
				48.29	
				48.30	
		Total for 3825:		648.99	
3826	OFFDEP	Office Depot	06/20/2001	135.39	
				61.99	
				578.78	
				141.43	
				52.72	
				-23.93	
				569.61	
				-232.61	
				108.79	

					52.17	
					52.17	
					217.58	

			Total for 3826:		1,714.09	
827	PAPERX	Paper Express, Inc.		06/20/2001		
					108.53	0077637

			Total for 3827:		108.53	
3828	RABANC	Rabanco Connections		06/20/2001		
					39.00	172-000829478
					164.31	172-000829478
					164.32	172-000829478

			Total for 3828:		367.63	
3829	REGENC	Regency Realty Corp.		06/20/2001		
					14,504.03	
					400.00	

			Total for 3829:		14,904.03	
3830	SEATIM	Seattle Times		06/20/2001		
					3,472.84	

			Total for 3830:		3,472.84	
3831	SHELL	Shell Oil Company		06/20/2001		
					32.54	
					71.60	
					45.80	
					45.80	
					30.55	
					49.40	
					44.60	
					44.61	

			Total for 3831:		364.90	
3832	Speedy	Speedy Auto Glass		06/20/2001		
					51.39	9146-011139
					51.40	9146-011139

			Total for 3832:		102.79	
3833	SUPERENT	Super Rent		06/20/2001		
					299.07	722666

			Total for 3833:		299.07	
3834	UNIFIRST	UniFirst Corp		06/20/2001		
					17.92	330 0084529
					20.91	330 0084529
					20.91	330 0084529
					11.31	330 0085307
					20.91	330 0085307
					20.91	330 0085307

			Total for 3834:		112.87	
3835	USPOST	U.S. Postal Service		06/20/2001		
					125.00	

			Total for 3835:		125.00	
36	VERIZSER	Verizon Equipment Sales & Svc		06/20/2001		
					62.85	3547BR73133

		Total for 3836:		62.85	
3837	WADIS	State of Wa Dept of Info Syste	06/20/2001	2,473.37	088752

		Total for 3837:		2,473.37	
3838	WALDRO	Waldron Resources	06/20/2001	2,003.75	WRO1-285
				1,890.00	WRO1-311
				2,467.50	WRO1-298

		Total for 3838:		6,361.25	
3839	WALKAB	Walkable Communities	06/20/2001	3,994.37	0601-5

		Total for 3839:		3,994.37	
3840	WAPOL	Wa Assoc Sherriffs & Pol Chief	06/20/2001	200.00	7275

		Total for 3840:		200.00	
3841	WAWARDS	Washington Awards	06/20/2001	298.17	31720

		Total for 3841:		298.17	
3842	WILSON	Michael Wilson	06/20/2001	4,328.00	

		Total for 3842:		4,328.00	
3843	WRPA	Wa Recreation & Parks Assoc	06/20/2001	200.00	

		Total for 3843:		200.00	
3844	YAZICI	Ben Yazici	06/20/2001	21.16	
				32.42	

		Total for 3844:		53.58	

		Total for Accounts Payable Check Run:		1,581,809.93	(1)

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 06/08/0109:07

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3784	ROBERT	Richard S. Roberts	06/08/2001	55.89	
		Total for 3784:		55.89	
3785	SEAWARD	Ron Seaward	06/08/2001	194.35	
		Total for 3785:		194.35	
		Total for Accounts Payable Check Run:		250.24	①

for 6-20-01
Check Register

Accounts Payable
 Computer Check Register

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice</u>
3779	ICMA401	ICMA	06/07/2001	9,782.05	
		Total for 3779:		9,782.05	
3780	ICMA457	ICMA	06/07/2001	7,301.40	
		Total for 3780:		7,301.40	
3781	NATION	Nationwide 457	06/07/2001	100.00	
				294.32	
		Total for 3781:		394.32	
3782	VOICE	Voice Stream Wireless	06/07/2001	904.68	
				136.29	
				152.14	
		Total for 3782:		1,193.11	
3783	WADRS	Wa State Dept of Retirement Sy	06/07/2001	11,794.77	
		Total for 3783:		11,794.77	
		Total for Accounts Payable Check Run:		30,465.65	(1)

G-20-01
 Check Register

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 06/08/01 11:14

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
786	BOFACC	Bank Of America Credit Card	06/08/2001	30.09	
				203.99	
				50.00	

			Total for 3786:	284.08	

			Total for Accounts Payable Check Run:	284.08	(1)

6-20-01
Check Request

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 06/12/01 16:04

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice</u>
3789	BARANZ	Richard Baranzini	06/12/2001	159.55	

			Total for 3789:	159.55	

			Total for Accounts Payable Check Run:	159.55	①

6-20-01
Check Register

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 06/12/0108:38

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice No</u>
3788	AWCMED	AWC Employee BenefitsTrust	06/08/2001	18,200.24	
		Total for 3788:		----- 18,200.24	
		Total for Accounts Payable Check Run:		----- 18,200.24	(1)

6-20-01
Check Register

City: City of Sammamish
User: marlene

Accounts Payable
Computer Check Register

Printed: 06/04/01 14:02

<u>Check</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Date</u>	<u>Amount</u>	<u>Invoice</u>
3778	ROBERT	Richard S. Roberts	06/04/2001	111.78	

		Total for 3778:		111.78	

		Total for Accounts Payable Check Run:		111.78	(1)

6-20-01
Check Register

COUNCIL MINUTES

REGULAR MEETING June 6, 2001

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

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

Councilmembers absent: Deputy Mayor Ken Kilroy and Councilmember Phil Dyer.

Staff Present: City Manager Ben Yazici, Public Works Director John Cunningham, Planning Manager David Sawyer, Police Chief Richard Baranzini, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

ROLL CALL/PLEDGE

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

1. APPROVAL OF AGENDA

MOTION: Councilmember Barry moved to approve the agenda. Councilmember Haworth seconded. Motion passed unanimously 5-0.

2. Presentations/Proclamations

Student Liaison Presentation – Lin Yang & Mary Vinuelas

Mayor Romero presented Student Liaisons Lin Yang and Mary Vinuelas with certificates and plaques for each school. He thanked them for all their help and support as liaisons to Council this year and wished them luck in the future.

3. Executive Session/Personnel

Council began the closed Executive Session at 7:40 pm and reconvened at 7:50 pm.

Mayor/Council/Committee Reports

- Public Safety (*Haworth*): Reported on the activities of the EF & R Board. The Board is examining issues relating to personnel and facilities. The City's cost increase for Fire Services next year will be 7%.
- Issaquah S.D. Feasibility Study (*Barry*): The School District is very interested in acquiring a school bus parking lot on the plateau to avoid twice daily trips which costs

the district about \$300,000 per year. Any money saved by eliminating bus trips would be put directly back into the classroom.

- Puget Sound Regional Council (*Huckabay*): She attended the Puget Sound Regional Council Executive Session and cast the City's vote on the Destination 2030 program.
- Public Works (*Gerend*): Attended an Issaquah City Council meeting regarding water shortage issues. Public Works Committee met. They discussed the South Plateau Access Road, Six Year T.I.P. and staff gave an update on 228th Improvement Project Phase 1B and 1C. The original median plan will be changed to allow a left turn into Discovery Elementary School. There will be some southbound closures on Phase 1B The committee got an update on the sidewalk projects. Formation of a Technology Board was discussed and staff gave an update on 216th & Inglewood Hill Intersection Improvements.
- Eastlake High School (*Ling Yang*): The Student Liaison has been selected for next year. All School Barbeque is Friday. Last day of school for seniors is June 13. Baccalaureate will be June 13 at Mary Queen of Peace. Graduation will be at Safeco Field on June 18th. Last day of school is June 21.
- Skyline High School Report (*Mary Vinuelas*): Blood drive will be held on Friday. June 14th is graduation at Safeco Field.
- Mayor's Report (*Mayor Romero*): He and Ben Yazici met with Overlake Hospital representatives to discuss selecting a site in Sammamish for an area hospital. The Mayor met with the Board President of Klahanie regarding annexation to Sammamish. He will be making a presentation at Eastlake High School on governmental affairs. Next week Council will hold a Special Meeting to discuss the Potential Annexation Area Resolution.

PUBLIC COMMENT

Bente Pasko, 22109 NE 21st Way, Gave a report to Council on trail safety.

Alice Perkins, 2104 238th Avenue SE, Seeking lot line adjustment. They need the lot line adjustment to help offset medical costs.

Sharon McEnerney, 1003 216th Avenue NE, She is concerned about safety of school children on 216th. She requested speed bumps be placed on the downhill of 216th.

Rory Crispen, 3023 E Lake Sammamish Pkwy SE, He went on the trailwalk last Saturday. He felt his experience was not very good due to rude bicyclists. He encouraged Council to follow proper procedure in developing the Eastlake Sammamish Trail.

Vicki Beris, 2305 Eastlake Sammamish Parkway SE, Cautioned City not to jump to any conclusions based a on current court case decisions. She thanked Councilmember Barry for attending a breakfast for Habitat for Humanity.

Tom Harman, 2302 W Beaver Lake Drive, Council meeting tapes are being featured on Channel 77 every other Tuesday at 4:00 am.

Chanteua Dee, 124 216th NE Avenue, Believes the traffic is going too fast on 216th Avenue. She also requested speed bumps or dips on the street to slow traffic. She thanked the City for the bike lanes.

CONSENT CALENDAR

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

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

UNFINISHED BUSINESS

(none)

NEW BUSINESS

8. **Hardship Exception: 4617 Issaquah-Pine Lake Road SE (Plateau True Light Christian Church)**

Planning Manager David Sawyer gave the staff report. The applicants are requesting a two-lot short plat. The property is three acres and has an existing single-family home on the property.

Lee Wu, 22424 SE 18th Street, He spoke on behalf of the True Light Christian Church. The Church would like to short plat the property. This would allow them to sell the existing dwelling and use the money to defray the Church's mortgage. They have applied and received water certificates, which will expire before August. They will apply for extension.

Councilmember Gerend believes the exemption should be granted because when the property was originally purchased by the Church the two lot subdivision would have been allowed under the previous moratorium.

MOTION: Councilmember Gerend moved to grant the hardship exception for a two-lot short plat to the True Light Christian Church. Councilmember Huckabay seconded. Motion passed 4-1 with Councilmember Haworth dissenting.

9. Hardship Exception: 21630 ME 11th Place (Nolan)

Mr. Sawyer gave the staff report. The applicant is requesting a hardship exception to allow a two lot short plat. The property is approximately one acre in size with an existing single family dwelling on the property. No representative was present for the applicant.

MOTION: Councilmember Huckabay moved to grant the exception. Councilmember Gerend seconded. Motion passed 4-1 with Councilmember Huckabay dissenting.

Mayor Romero believes the exception should be granted because the original application was put in place before the original moratorium. They have gotten a water certificate extension and will lose their water certificates if not granted the exception.

10. Approval: 216th & Inglewood Hill Road Intersection Improvements Design

Public Works Director John Cunningham gave a brief description of the project. Four alternatives were studied for this intersection: roundabout, signalization, temporary signalization or no improvement. There have been four meetings with the residents most directly affected by the improvements. There has been one open meeting with residents. The staff is recommending the installation of the roundabout. Five residents most directly affected by the roundabout are in favor of installing it instead of a signal.

City Engineer Dick Thiel said roundabouts are superior in reducing accidents, in reducing congestion and noise of approaching vehicles is lessened. Ten-year maintenance of roundabouts is cheaper than signals. If approval were given tonight, construction could begin in mid September and will take about eight weeks to complete.

Mr. Yazici assured Council that schedules for 228th Avenue and 216th Avenue & Inglewood Hill Road could be adjusted so traffic will not be effected at the same time in both places.

Chief Bergeson, Eastside Fire & Rescue, Any type of obstruction in the road will slow down response time of emergency vehicles. He does not believe a roundabout will slow them down any more than a signal. Emergency vehicles have no trouble negotiating the roundabout on West Lake Sammamish. The fire department has no objection to the roundabout.

Lyn Gigar, 709 216th Avenue, Information provided by the City on the safety of roundabouts has convinced her to favor a roundabout over a signal.

LeRoy Mann, 632 216th Avenue NE, Thanked Council for providing the opportunity for the affected homeowners to meet with staff and learn about roundabouts. The neighbors would have been opposed to two-lane roundabouts.

Jake Goodman, 702 216th Avenue NE, Favors the roundabout even though he will probably move.

Sharon McEnerney, (spoke previously), She favors a signal over a roundabout. She does not feel a roundabout is a safe place for children to cross the street.

Glenn Forbes, 2418 Sahalee Drive West, He is glad that improvements to the intersection are finally being made. He believes roundabouts become more efficient over time as drivers get accustomed to using them.

Dick Robby, 21421 NE 6th Place, Believes a roundabout is the best of the alternatives. He wondered if there was something that could be done to block cut through traffic through 6th Place?

Chanteau Dee 1024 NE 216th, She has observed the roundabout on West Lake Sammamish and does not feel it is the appropriate improvement for 216th.

MOTION: Councilmember Gerend moved to approve the design of a one-lane roundabout at 216th & Inglewood Hill Rd and directed staff to proceed with the final design. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

Contract: Assistant City Manager (Pete Butkus) Approval:

Mr. Yazici gave the staff report. This contract is for a new position of Assistant City Manager. Staff is recommending hiring Pete Butkus, currently Director of the State Public Works Trust Fund Board.

MOTION: Councilmember Haworth moved to approve the contract of Mr. Pete Butkus as Assistant City Manager. Councilmember Huckabay seconded. Motion passed unanimously 5-0.

July 4th Alternate Meeting Date:

MOTION: Councilmember Haworth moved to move the July 4th meeting to July 11th. Motion passed 4-1 with Councilmember Barry dissenting.

City Manager Report

Mr. Yazici handed out draft copies of the next newsletter. He also handed out the annual financial report.

Adjournment – Mayor Romero Adjourned the meeting at 10:05 pm.

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

COUNCIL MINUTES

Study Session/Special Meeting June 13, 2001

STUDY SESSION

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

1. Noise Ordinance

Police Chief Richard Baranzini gave explained to Council the reason for the ordinance. It will be considered at the June 20, 2001 Regular Meeting.

2. Construction Hours Violation Penalty Ordinance

Community Development Director Ray Gilmore gave the staff report. This ordinance is being proposed because the original ordinance did not provide for any penalties for violation. This ordinance will have a first reading at the June 20, 2001 Regular Meeting.

3. Skate Park Site Analysis

Parks Manager Jeff Watling proposed six different locations within the City for the proposed skate park. Council picked two and requested the Parks & Recreation Commission be asked for their recommendations on the proposed sites. This item will be considered again at the June 20, 2001 Regular Meeting.

4. City Manager's Report

City Manager Ben Yazici gave a Powerpoint presentation of the accomplishments of the City since incorporation. This presentation will be repeated at the June 20, 2001 Regular Meeting and will also be on the City Website.

Study Session closed at closed at 9:05 pm.

SPECIAL MEETING

Mayor Troy Romero called the special meeting of the Sammamish City Council to order at 9:05 pm

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

Councilmembers absent: Councilmember Ron Haworth and Don Gerend.

MOTION: Deputy Mayor Kilroy moved to excuse Councilmembers Haworth and Gerend. Councilmember Dyer seconded. Motion passed unanimously 5-0.

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 5-0.

Unfinished Business

- 1. A Resolution of the City of Sammamish City Council 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 amending Resolution R2001-75, Notice of Intent to Establish Potential Annexation areas respective to the county wide planning policies.**

Community Development Director explained that the potential annexation areas adopted by Resolution No. R2001-75 must be changed to delete certain areas currently designed as rural. The City would have to petition the county to change the designation of the areas and this could not be done until 2004.

MOTION: Councilmember Huckabay 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 and amending Resolution R2001-75. Deputy Mayor Kilroy seconded. Motion carried unanimously 5-0 (R2001-76).

Adjournment – Mayor Romero adjourned the meeting at 9:15 pm.

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Public Hearing
Formation of the Beaver Lake Management District

Meeting Date:
June 20, 2001

Date Submitted:
June 11, 2001

Originating Department:
Community Development

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

Action Required:
Decision on Placing the Proposal up for a vote by the affected residents.

Exhibits:

Committee:

Budgeted Amount:

Summary Statement:

The purpose of this hearing is to consider testimony on the proposed formation of the Beaver Lake Management District or, if deemed necessary, to amend the proposal. Should the Council decide to proceed with the proposal, a resolution to place the issue on a ballot for a vote by the affected residents will be submitted to Council at the next regular meeting. This procedure is consistent with the original formation of the district in 1995.

Should Council decide to amend the boundaries of the proposal, a new notice of intent would need to be prepared and notice provided to all properties within the proposed lake management district (RCW 36.61.050).

Financial Impact:

The Management District will be self-supporting. There will be no financial impact on the City

Recommended Motion:

Council considers the testimony provided and direct staff to prepare the appropriate resolution for Council adoption at the next available regular meeting.

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Civil penalties for violation of a construction hours
ban.

Meeting Date:
June 20, 2001

Date Submitted
June 15, 2001

Originating Department:
Community Development

Clearances:

Action Required:
Adoption of ordinance.

 Administration Police

 Public Works Fire

 X Building/Planning X Attorney

Exhibits:
Ordinance Amending Ordinance 99-015

Committee: Community Development

Budgeted Amount:N/A

Summary Statement:

When the City adopted the Uniform Building Code under Ordinance 99-015, it included a section limiting hours of construction. However, the ordinance did not site any penalty clause in any other section of the interim municipal code. Consequently, the construction limit ban does not have a penalty provision. This proposal was initially considered by the Council in November of 2000. At that time, concern was expressed as to the broad applicability of the ordinance. A revised version was submitted to the Council at it's June 13 work-study session. The revised version limits the applicability to new construction in non-owner occupied structures.

The proposal provides for a civil penalty starting at \$250 for the first offense, increasing to \$500 for a second offense and up to \$1000 for a third offense within 365 days.

Fiscal Impact

There is no fiscal impact from the proposal.

Recommended Motion:

This is the first reading of the ordinance. Staff recommends adoption of the proposed ordinance following the second reading.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING ORDINANCE NO. 099-15 TO
ADD PENALTIES FOR VIOLATIONS OF THE HOURS OF
CONSTRUCTION**

WHEREAS, the Washington State Register directs cities to enforce the State Building Code in accordance with Chapter 19.29 RCW; and

WHEREAS, The City of Sammamish has adopted the State Building Code and amended it to regulate the hours of construction allowed under the Code; and

~~WHEREAS, the majority of noise complaints is a result of non-owner occupied new residential development within residential areas.~~

WHEREAS, the City currently has no enforcement mechanism for its hours of construction;

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

~~Section 1. Ordinance No. 099-15 Amended.~~ Section 5 of Ordinance 099-15 is hereby amended to read as follows:

Section 5. ~~Uniform Building Code - Section 110 added - Hours of Construction.~~
Section 110 of the Uniform Building Code, as adopted by section 3 of this ordinance, is deemed added and to read as follows:

110 ~~Hours of Construction.~~

110.1 Hours of Construction. Except as otherwise provided in this ordinance, the activities and construction noise regulated by this ordinance shall be limited to the following hours ~~for non-owner occupied residential construction:~~

- | | | |
|-----|------------------------|------------------|
| (1) | Monday through Friday | 7 a.m. to 8 p.m. |
| (2) | Saturdays and Holidays | 9 a.m. to 6 p.m. |
| (3) | Sundays | No construction |

~~110.2 Enforcement. Violation of any provision of this Section of the Uniform Building Code is prohibited and shall be a civil infraction with a penalty of \$250.00 for the first offense. A second offense within a 365-day period shall be a civil infraction with a penalty of \$500.00. A~~

third or subsequent offense within 365 days of a first offense shall be a civil infraction with a penalty of \$1,000.00. The Director of Community Development, the Director's designee, or a Police Officer may enforce the provisions of this Section of the Uniform Building Code.

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

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

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

CITY OF SAMMAMISH

H. Troy Romero, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject:
Formation of the Beaver Lake Management District

Meeting Date:
February 7, 2001

Date Submitted:
February 1., 2001

Originating Department:
Community Development

Clearances:

 Administration Police

 Public Works Fire

 X Comm. Development Attorney
Committee:

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

Exhibits:
Resolution

Budgeted Amount:

Summary Statement:

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

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

Staff Recommendation

Staff recommends adoption of the resolution.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2001-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, TO FORM LAKE MANAGEMENT DISTRICT
NO. 1 IN THE BEAVER LAKE WATERSHED AND CALLING
FOR A VOTE BY AFFECTED PROPERTY OWNERS ON THE
FORMATION OF THE MANAGEMENT DISTRICT**

Section 1. WHEREAS, King County completed and adopted, by ordinance, the first lake-specific management plan, the Beaver Lake Management Plan in August of 1995; and

WHEREAS, the Plan was initiated because of citizen interest in the long-term protection of Beaver Lake; and

WHEREAS, Beaver Lake Watershed contains many significant resources including three number one-rated wetlands, streams, and lakes; and

WHEREAS, the existing lake quality supports fishing, wildlife habitat, swimming, boating, visual aesthetics, waterfront property values, and other beneficial uses; and

WHEREAS, pursuant to RCW 35.21.403 and RCW Chapter 36.61, a lake management district can be formed to generate funds for financing lake improvement and maintenance projects recommended in the Beaver Lake Management Plan; and

WHEREAS, the City of Sammamish is committed to a good faith effort of continuing these activities; and

WHEREAS, the Beaver Lake community has demonstrated support for the formation of a lake management district through unanimous adoption of a Beaver Lake Community Club resolution and by requesting King County Council to initiate the formation of a Beaver Lake Management District; and

WHEREAS, a public hearing was conducted on June 20, 2001, on the formation of the district; and,

WHEREAS, consistent with Chapter 36.61 RCW, public notice of the hearing was provided to all of the affected property owners on June 1, 2001; and

WHEREAS, testimony was provided by members of the Board of the Beaver Lake Management District and interested citizens; and

WHEREAS, the City of Sammamish City Council, considered the testimony received at the public hearing; and

WHEREAS, the City of Sammamish City Council declares that submitting the question of formation of the lake management district to a vote by the affected property owners is within the public's interest; and

WHEREAS, proposed financing for the district is considered feasible.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE FINDINGS, THE CITY OF SAMMAMISH CITY COUNCIL HEREBY DECLARES THE FOLLOWING:

1. The formation of the Beaver Lake Management District shall be referred to a vote of the property owners within the proposed management district.
2. The Beaver Lake Management Plan Proposal is incorporated by reference as Exhibit "A", attached.
3. The City Clerk shall prepare the appropriate ballot, based upon the criteria in Chapter 36.61.080, calling for a vote on the formation of the Beaver Lake Management District.
4. The ballot shall be submitted to the affected residents by no later than August 31, 2001, and shall be returned to the City of Sammamish by no later than, September 30, 2001 (30 days from the date of submittal.)
5. If approved by the voters within the proposed district, the Management District will be effective for a period of five (5) years and shall expire on September 30, 2006.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH,
WASHINGTON, ON THIS _____ DAY OF _____ 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 11, 2001
Passed by the City Council:
Resolution No.:

Beaver Lake Management District Proposal (2001-2006)

As currently proposed, the Beaver Lake Management District will raise \$200,000 between 2001 and 2005 to fund a series of lake management actions. This revenue will be raised through annual assessments of waterfront and non-waterfront property owners in the proposed district boundary.

Waterfront property owners (zone 1 – 120 parcels) will pay \$200 per year while non-waterfront properties (zone 2 – 467 parcels) will be assessed \$34.26 per year. Through these assessments, the district will raise \$40,000 each year for five years total.

This revenue will fund the following activities:

- (1) biweekly stream monitoring; regular stormwater quality sampling to assess new development impacts; and comprehensive lake monitoring in 2005 to evaluate whole-lake water quality;
- (2) semi-annual newsletters and webpage maintenance; and
- (3) administrative support including facilitation of quarterly board meetings and management of work program.

Below is a breakdown of the LMD budget by task with annual revenue.

TASK	2001	2002	2003	2004	2005	Totals
(1) Stream/Lake/						
Stormwater Monitoring						
Labor	\$15,759	\$16,675	\$17,653	\$20,354	\$58,864	\$129,304
Lab	\$2,857	\$2,915	\$2,973	\$6,666	\$14,724	\$30,135
Materials	\$1,000		\$1,000		\$1,000	\$3,000
(2) Community Outreach						
Labor	\$4,384	\$4,675	\$4,986	\$5,321	\$5,681	\$25,047
Materials	\$750	\$750	\$750	\$750	\$750	\$3,750
(3) Admin. Support						
Labor	\$2,114	\$2,177	\$2,242	\$2,310	\$2,379	\$11,222
Total Costs	\$26,864	\$27,191	\$29,605	\$35,400	\$83,398	\$202,457
Total Revenue	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000*

*Interest on LMD account should support collection costs plus \$2,457 difference between projected budget and revenue.

Beaver Lake Management District 2001



-  Proposed LMD Boundary
-  Basin Boundary
-  Streams
-  Roads
-  Lakes
-  Wetlands
-  Parcels
-  City of Sammamish
-  LMD Parcels



KING COUNTY
Department of Natural Resources

Map produced by:
King County Lake Stewardship Program
March 2001
Filename: Beaver/arcview/2001lmd.apr



AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Ordinance: Relating to Public Nuisance Noise

Meeting Date: June 20, 2001

Date Submitted: June 8, 2001

Originating Department:

Action Required:
Adopt the ordinance

Clearances:
 X Administration X Police

 Public Works Fire

 Building/Planning X Attorney

Exhibits:
Proposed ordinance

Committee: Study Session Topic 06/13/01

Budgeted Amount:

Summary Statement:

When citizens complain about loud or repetitive noise, the police have no ordinance to enforce. Citizens are unhappy with the answer, "We have no ordinance." This proposed ordinance does not contradict any existing city ordinance.

The police and the City Attorney have reviewed several noise ordinances in use in the surrounding cities. This one seems to present a good balance between no ordinance and one that is too restrictive and/or cumbersome to enforce.

Financial Impact:

There is no fiscal impact.

Recommended Motion:

Adopt an ordinance of the City of Sammamish relating to public nuisance noise.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, RELATING TO PUBLIC NUISANCE
NOISE**

WHEREAS, the City Council for the City of Sammamish desires to establish an ordinance regulating excessive noise within the City for the health, safety and welfare of its citizens;

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

Section 1. Declaration of Policy. The City Council finds that inadequately controlled noise adversely affects the health, safety and welfare of the people, the value of property, and the quality of the environment. Therefore, it is hereby declared to be the policy of the City of Sammamish to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the City to control the level of noise in a manner which promotes commerce, the use, value and enjoyment of property, sleep and repose, and the quality of the environment.

Section 2. Public Nuisance. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from said property, sound that is a public nuisance. For purposes of this chapter, a "public nuisance" is any noise which unreasonably disturbs or interferes with the peace, comfort and repose of owners or possessors of real property. The following sources of sound are defined to be public nuisances, except to the extent that they may be specifically exempted by other provisions of this Ordinance:

- a. The frequent, repetitive or continuous sounding of any horn or siren, whether attached to a motor vehicle or otherwise, except as a warning of danger or as specifically permitted or required by law;
- b. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residential district;
- c. Yelling, shouting, whistling or singing on or near the public streets between the hours of 10:00 p.m. and 8:00 a.m.;
- d. The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings;
- e. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself;

f. Sound from portable audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the source;

g. The squealing, screeching or other such sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners; provided, that sounds which result from actions which are necessary to avoid danger shall be exempt from this section;

h. Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances, including but not limited to sounds from lawnmowers, power hand tools, snow removal equipment and composters between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends.

Section 3. Exclusion. This chapter shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts, or to community events, festivals or permitted parades.

Section 4. Penalty for Violation. Any person who violates the provisions of this chapter shall be subject to a civil fine not to exceed \$250.00 for the first offense. For second and subsequent offenses within any twelve (12) consecutive month period, the person shall be guilty of a misdemeanor punishable as provided by RCW 9A.20.010(2).

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

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

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Resolution for the formation of the Sammamish Youth Board.

Meeting Date: June 20, 2001

Date Submitted: June 14, 2001

Originating Department: Parks/Recreation

Action Required:

Approve Resolution

Clearances:

 Administration Police

 Public Works Fire

 Building/Planning X Attorney

Exhibits:

- A) Resolution
-) By-Laws

Committee: Parks and Recreation Commission

Budgeted Amount:

Summary Statement:

The City of Sammamish is committed to providing a voice for local youth and teens. The Sammamish Youth Board has been developed to be that voice and give youth a chance to assist in the development of programs and services focused on their age group.

Recommended Motion:

Approve Resolution and by-laws for the Sammamish Youth Board.

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

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY
OF SAMMAMISH, WASHINGTON ESTABLISHING THE
CITY OF SAMMAMISH YOUTH BOARD PROVIDING
FOR THE ORGANIZATION, SPECIFYING THE DUTIES
AND FUNCTIONS THEREOF**

Whereas, The City of Sammamish, Washington recognizes that positive interaction with youth is important to the quality of life of a community, and is an important investment in the future of the city; and,

Whereas, the views of youth are important to the City of Sammamish and its citizens; and,

Whereas, in order to fully utilize the valuable resources available in the youth of the City and in order to best equip the City to be able to address problems, concerns and needs of the youth of the City, it is appropriate to establish a Youth Board for the City.

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

Section 1. Organization and Name: The organization shall be composed of 30-40 youth/teens and shall be officially named the City of Sammamish Youth Board.

Section 2. Appointment: Board member must reside within the city limits of Sammamish and attend an area high school, junior high school or middle school. Youth Board Members should be selected to ensure a broad representation of Sammamish youth and teens. Members will be selected through an open application process.

Section 3. Term: Under Resolution O2001-__ All members serve one-year terms beginning September 1. Members will be encouraged to reapply for multiple service terms.

Section 4. Place of Meeting: The designated meeting place shall be the Sammamish Library.

Section 5. Election of Leadership Team: The Commission shall elect annually each spring, at a regular meeting of its members, a core team of eight (8) board members who will serve as the leadership body of the Board.

Section 6. Special Elections: In the event of a vacancy for any reason of any leadership member, a special election shall be held at any regular or special meeting to fill such vacancy.

Section 7. Standing Committees: The Board shall be able to create one or more Standing Committees to carry out particular assigned tasks of the Board. The duties of such Committees shall be determined by the Board.

Section 8. Meetings: Regular meeting of the Board shall be conducted at least monthly at a predetermined time and location.

- A. Meeting Notice: Not less than 24 hours notice shall be given for the posting publication or cancellation of any meeting by the Board. Such notices shall include regular and special meetings.
- B. Meeting Length: Regular meetings shall begin at 6:00 pm and will adjourn no later than 8:30 pm. To continue a meeting past the adjournment time will require a majority of the Board members present to concur.
- C. Vote: When a quorum is present, a simple majority vote suffices for all action.
- D. Recommendations: All recommendations will be forwarded in writing to the City Council and placed with the City Clerk. Recommendations will then be brought before the City Council.
- E. Roberts Rules of Order: Except, as provided herein where such other rules apply, Roberts Rules of Order shall be used in the conduct of all meetings.

Section 9. Attendance: All Sammamish Youth Board Members are strongly encouraged to attend all Board meetings. Each Board Member is required to attend 80% of the meeting during each term.

- A. Unexcused Absences: In the event any Board member has an unexcused absence from three or more meetings held during any calendar year, the Leadership Committee, with the concurrence of the Parks and Recreation Coordinator, may declare the position vacant and a new member may be appointed.

Section 10. Conflict of Interest: Any Board Member having a direct or indirect interest in or who would benefit from any matter before the Board, must disclose this interest to the Board, and if deemed appropriate by the members, refrain from participating or voting on such matter.

Section 11. Agendas: Agendas shall be prepared by the Parks and Recreation Coordinator and Leadership Team and then sent to the Board Members at least five days before a regular meeting. Special meetings may be called without preparation of an agenda.

Section 12. Records: Accurate minutes shall be kept of the proceedings of all meetings, findings and determinations, which minutes shall be available to the public. A copy thereof shall be transmitted to the Parks and Recreation Coordinator.

Section 13. Annual Report: The Youth Board shall submit an annual report to the City Council outlining its activities for the previous year.

Section 14. Amendments to By-Laws: By-Laws may only be amended at a regular meeting at which a quorum is present and a majority vote is taken. Such amendments shall be filed with the City Clerk.

Section 15. Effective Date. This resolution shall take effect immediately upon signing.

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

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 15, 2001

Passed by the City Council:

Resolution No.:



SAMMAMISH YOUTH BOARD BY-LAWS

1. **Organization and Name:** The organization shall be composed of 30-40 youth/teens and shall be officially named the City of Sammamish Youth Board.
2. **Appointment:** Board member must reside within the city limits of Sammamish and attend an area high school, junior high school or middle school. Youth Board Members should be selected to ensure a broad representation of Sammamish youth and teens. Members will be selected through an open application process.
3. **Term:** Under Resolution O2001-___ All members serve one-year terms beginning September 1. Members will be encouraged to reapply for multiple service terms.
4. **Place of Meeting:** The designated meeting place shall be the Sammamish Library.
5. **Election of Leadership Team:** The Commission shall elect annually each spring, at a regular meeting from its members a core team of eight (8) board members who will serve as the leadership body of the Board.
6. **Special Elections:** In the event of a vacancy for any reason of any leadership member, a special election shall be held at any regular or special meeting to fill such vacancy.
7. **Standing Committees:** The Board shall be able to create one or more Standing Committees to carry out particular assigned tasks of the Board. The duties of such Committees shall be determined by the Board.
8. **Meetings:** Regular meeting of the Board shall be conducted at least monthly at a predetermined time and location.
 - A. **Meeting Notice:** Not less than 24 hours notice shall be given for the posting publication or cancellation of any meeting by the Board. Such notices shall include regular and special meetings.
 - B. **Meeting Length:** Regular meetings shall begin at 6:00 pm and will adjourn no later than 8:30 pm. To continue a meeting past the adjournment time will require a majority of the Board members present to concur.
 - C. **Vote:** When a quorum is present, a simple majority vote suffices for all action.

- D. Recommendations: All recommendations will be forwarded in writing to the City Council and placed with the City Clerk. Recommendations will then be brought before the City Council.
- E. Roberts Rules of Order: Except, as provided herein where such other rules apply, Roberts Rules of Order shall be used in the conduct of all meetings.
9. **Attendance**: All Sammamish Youth Board Members are strongly encouraged to attend all Board meetings. Each Board Member is required to attend 80% of the meeting during each term.
- A. **Unexcused Absences**: In the event any Board member has an unexcused absence from three or more meetings held during any calendar year, the Leadership Committee, with the concurrence of the Recreation Coordinator, may declare the position vacant and a new member may be appointed
10. **Conflict of Interest**: Any Board Member having a direct or indirect interest in or who would benefit from any matter before the Board, must disclose this interest to the Board, and if deemed appropriate by the members, refrain from participating or voting on such matter.
11. **Agendas**: Agendas shall be prepared by the Parks and Recreation Coordinator and Leadership Team and then sent to the Board Members at least five days before a regular meeting. Special meetings may be called without preparation of an agenda.
12. **Records**: Accurate minutes shall be kept of the proceedings of all meetings, findings and determinations, which minutes shall be available to the public. A copy thereof shall be transmitted to the Parks and Recreation Coordinator.
13. **Annual Report**: The Youth Board shall submit an annual report to the City Council outlining its activities for the previous year.
14. **Amendments to By-Laws**: By-Laws may only be amended at a regular meeting at which a quorum is present and a majority vote is taken. Such amendments shall be filed with the City Clerk.

The undersigned Recreation Coordinator of the City of Sammamish Parks and Recreation does hereby certify that the foregoing by-laws have been duly reviewed and adopted by the members of said Board.

ATTEST:

By: _____
Recreation Coordinator

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Consultant Agreement for Design of
228th Ave. Phase 1C Improvements with Gray &
Osborne, Inc.

Meeting Date: June 20, 2001

Date Submitted: June 16, 2001

Originating Department: Public Works

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Action Required: Council authorization to enter
into consulting services agreement with Gray &
Osborne, Inc.

Committee: Public Works

Exhibits: A) Proposed G&O Agreement for
Services

Budgeted Amount: \$500,000

Summary Statement: Phase 1A improvements by King Co. are nearing completion; construction of Phase 1 B is now well underway by the City; and design of Phase 1C is beginning. Survey is nearly complete, right-of-way acquisition has begun, and some preliminary design has begun.

To assist the City in completion of the design of the roadway and associated features on the compressed schedule established (advertising in January 2001), the firm of Gray & Osborne was selected from the City's consultant roster and a proposal solicited. G&O has clearly demonstrated their experience in this type of work, and an agreement has been proposed for design services totaling an estimated \$406,000. To this has been added a "Management Reserve Fund" of \$80,000 to allow for unanticipated design changes, which experience suggests are certain to occur on a project of this magnitude and complexity. This contract is valid through March 2002 and will assist the City through award of a construction contract.

Recommended Motion: approve proposed agreement for services with CH2M for engineering design of 228th Phase 1C Improvements, in an amount not-to-exceed \$486,000 through March 31, 2002.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Gray & Osborne, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

___ A sum not to exceed \$ _____

X Other (describe): Time and materials (per exhibits noted herein) with a cost not to exceed \$406,000, and an additional management reserve fund of \$80,000 (not to exceed).

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2002, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gray & Osborne, Inc.
Attention: Mr. Thomas M. Zerkel, P.E.
701 Dexter Avenue North, Suite 200
Seattle, Washington 98109
Phone number: (206) 284-0860

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

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

CITY OF SAMMAMISH, WASHINGTON

GRAY & OSBORNE, INC.

By: _____

By: _____

Title: _____

Title: Vice President/Principal

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

Stephen R King
City Attorney

EXHIBIT "A"

CITY OF SAMMAMISH SE/NE 228TH AVENUE SE IMPROVEMENTS — PHASE 1C (SE 8TH STREET TO NE 8TH STREET)

I. DESIGN SERVICES

Phase I - Preliminary Services

Task 1 - Incorporate Design Survey (by others)

Objective: To review and utilize vertical and horizontal control provided "by others" (PACE Engineers) for the design of this project. Gray & Osborne, Inc. shall be able to rely on the accuracy and suitability of information provided by other City consultants for the design of this type of Project. This provided survey work will include identifying obvious existing utilities, topography, property lines, driveways, signals, right-of-way (centerline and edge of right-of-way, property lines, contours at 2-foot intervals and other related site topography.

- A. Establish vertical and horizontal control for survey and mapping at a scale of 1" = 20' (horizontal) and 1" = 5' (vertical). Vertical and horizontal control shall be on City approved datum. This work to be performed by other City consultant (PACE Engineers).
- B. Acquire records of survey, plat maps, assessor maps, etc. as required for establishing right-of-way. Identify right-of-way (centerline and edges). This work to be performed by other City consultant (PACE Engineers).
- C. Acquire topographical survey of site (within and adjacent to right-of-way in project area) to include establishing surface grades, pavement edges, utility poles, hydrants, valves, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support adequate level of design. This work to be performed "by others" contracted by City.
- D. Acquire "off-site" survey at properties abutting project corridor, intersecting street and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient detail to identify impacts to adjacent properties. This work to be performed "by others" contracted by City.
- E. Incorporate all electronic files provided by City. Revise and format survey data only as it applies to the Standard Legend utilized for the Bid Documents. Review survey files and plot information to be utilized in design phase. **Note:** Our work will include very limited field survey to "spot check" critical areas to verify critical survey data. See our estimated hours for this limited "scope of work."

Task 2 - Preliminary Geotechnical Investigation

Objective: To provide field exploration and design and construction recommendations to support roadway design and construction.

- A. This task assumes subconsultant will provide all labor and equipment necessary to perform the work as outlined in Exhibit "A-1". This task is further identified below.
 - 1. Review available geologic and geotechnical information as it pertains to prior phases of project.
 - 2. Perform site reconnaissance and evaluate general geological and environmental conditions.
 - 3. Perform limited laboratory testing to evaluate gradation, strength, groundwater elevations, infiltration rates, and other pertinent soil characteristics.
 - 4. Notify 1-CALL and coordinate excavations and borings with City staff.
 - 5. Provide geotechnical report evaluating pavement design, dewatering, compaction, trenching, retaining walls, and erosion control recommendations. Report to be stamped by a licensed geotechnical engineer.
 - 6. Participate at two each four hour quality control and constructibility reviews.

Task 3 - Conceptual and Preliminary Design

Objective: Prepare and update a project Proposal (in format approved by Jae Lee). In order to evaluate an appropriate traffic control device at the 8th Street NE intersection, Gray & Osborne, Inc. will evaluate both a traffic signal and a roundabout. In that effort, Gray & Osborne, Inc. will develop exhibits, and conceptual drawings at conceptual phase (35%) for this intersection to include both options, as well as the remaining corridor. The conceptual work will be our 35% submittal. Per City review and direction, Gray & Osborne will proceed with the remaining preliminary phases (50%, 75%, and 90%). Design drawings and specifications will be prepared in City approved format.

- A. Develop preliminary concepts and exhibits for use in public meetings, staff meetings, etc. for evaluation and recommended design. Prepare "Project Proposal" in similar format and level of detail. The "Project Proposal" will identify project objectives, description, design elements, right-of-way, environmental, and permitting issues, schedule, public involvement, etc.
- B. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

- C. Prepare Specifications in City approved format, to also include proposal, contract, and bonding documents.
- D. Prepare storm drainage plans suitable to support street widening project. This work assumes "local" drainage is available, adequate downstream capacity exists, and "downstream" improvements will not be required. Detention and water treatment shall be provided. This work also assumes all other culvert sizes and drainage analysis for systems which bypass the roadway project will be performed by Gray & Osborne, Inc. with assistance from City staff.
- E. Prepare preliminary plans, drawings, special details, etc. at intervals listed above and in City approved format to include updated engineer's cost estimates.
- F. Design landscaping to match similar configuration, density, pattern, type, style, etc. and utilize similar specifications similar to Phase 1B.
- G. Design illumination at similar spacing, type, etc. and utilize similar specification and design as was specified in Phase 1B. Review existing documents and modify as necessary for this phase of project.
- H. Prepare traffic signal design for five intersections to include SE 4th Street, Main Street, NE 4th Street (modify existing), and 8th Street NE (modify existing) and 12th Street NE (new signal). This work to be done by our staff and with our subconsultant, David Hamlin and Associates. See Exhibit "A-2" for subconsultant scope of work.
- I. Extend and/or modify the existing box culvert near the 4th Street SE intersection. This crossing will not be designed to accommodate an equestrian or pedestrian undercrossing.
- J. Perform traffic analysis suitable to review signal warrant analysis, capacity issues at all major intersections, circulation patterns at strip mall and school entrances for evaluation of combining entrances, and circulation patterns for library and northerly project limits. Meetings will be required with the school district and adjacent shopping mall(s) owner(s). See Task 4 below.
- K. Identify and prepare legal descriptions for all necessary easements and right-of-way. This task assumes that "title reports" (if necessary) and any survey will be provided by City. City will provide services of qualified appraiser, who will prepare appraisal reports (by or under the direct supervision of MAI) on all parcels. City to provide the services of a qualified acquisition agent to attempt to secure all right-of-way and/or easements as may be applicable. Gray & Osborne, Inc. to coordinate this work "by others" with the City.
- L. Perform permit and environmental work to include biological assessments and permitting by Gray & Osborne, Inc. Our subconsultant will provide a wetlands delineation, EIS amendment, provide mitigation plans, and recommend mitigation sites. See Exhibit "A-3" for detailed description of their work.

Task 4 - Public/Staff Meetings

Objective: To conduct public meetings in City of Sammamish at City designated location(s) for public education, participation and input. To meet on-site, or at designated locations with property owners (to include shopping mall(s) owner(s) and school district) to discuss specific design/construction issues.

- A. Prepare exhibits (color drawings, and conceptual/preliminary mapping, etc.) and concepts for public meetings.
- B. Assist City in the preparation and mailing of Public Notices to “affected property owners” in the immediate vicinity of project to identify project, meeting(s), and other pertinent information. City to print and mail notices.
- C. Coordinate and attend Public Meetings/Staff Meetings/Council Workshop/On-Site Meetings to acquire input and provide information to property owners. This work assumes four (4) public meetings and eight (8) on-site meetings. On-site meetings with individual property owners located immediately adjacent to site would take place either collectively or individually at a location determined by the City.

Phase II - Final Design Plans and Specifications

Task I

Objective: It is the intent of the City to have designed a complete roadway system (see conceptual/preliminary phase scope of work) suitable for bidding, award, and construction. The final design will be the result of City review and direction regarding design review(s). Gray & Osborne, Inc. will provide final project plans, specifications and cost estimates in City approved format.

- A. Prepare and submit final project plans, specifications and cost estimates to include evaluation and incorporation of all previous and necessary City comments.

Task II

Objective: Provide and Assist City in Bidding Services

- A. Prepare bid advertisement and distribute to newspapers. City to pay for publishing/printing of advertisement.
- B. Prepare and distribute Bid Documents to local Planning Agencies (up to 6 planning agencies), Utility Companies, City, and interested Bidders. Maintain Bidders List.
- C. Answer Bid Inquiries During Bid Phase (no charge for this service).
- D. Prepare and distribute any Bid Addenda as required.
- E. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, prepare and transmit Engineer’s “Letter of Recommendation of Award.”

Phase III – Management Reserve Fund

The City may at any time by written order, make changes within the general scope of work (Phase I and II). As such, a management reserve fund will be established for related project tasks which at this time remain unidentified. The management reserve fund is intended to cover the costs associated with such items of work which are not currently described (scoped), but may arise during the course of this Contract Agreement. These items may include, but are not limited to, additional environmental, geotechnical, traffic analysis, public meetings, etc. The City may authorize any or all costs expended from this management reserve fund based on their sole discretion. The Consultant is not authorized to expend any such monies, or perform any additional work subject to reimbursement from this fund without the City's prior written approval.

Deliverables

- Electronic file of all Plans (AutoCAD 14) and Specifications (MS Word) and addenda (as may be applicable).
- Hard copy of Plans (mylar) and Specifications and Cost Estimates to include any addenda (as may be applicable).
- Six sets of Plans, Specifications, and Cost Estimates at all submittal interval listed herein.
- Copy of all photographs, exhibits, and drawings, prepared as a part of this Project.

EXHIBIT A-1

GEOTECHNICAL ENGINEERING SCOPE OF WORK

HWA GEOSCIENCES, INC. (SUBCONSULTANT)

In accordance with your request, HWA GeoSciences, Inc. (HWA) prepared the following revised proposal for geotechnical services for the design of the proposed 228th Avenue SE (228th) Road Improvement project in Sammamish, Washington. This proposal is based on our present understanding of the work to be accomplished as indicated in our meeting with you, our April 16, 2001 visit to the site and conversations with you subsequent to our initial proposal. The purpose of our work is to evaluate the soil and ground water conditions along 228th between SE 8th Street (SE 8th) and NE 8th Street (NE 8th) and at NE 12th Street and provide recommendations for design of the geotechnical aspects of the project.

PROJECT DESCRIPTION

We understand that 228th is to be widened to accommodate two traffic lanes in each direction, a center turn lane, a bicycle lane and sidewalks. The existing roadway is a two lane asphalt road along terrain that slopes irregularly downward to the north. Cuts and fills will be required to achieve the widened roadway and it is likely that retaining walls will be needed along significant portions of the route in order to contain those cuts and fills within the existing right-of-way. During our site reconnaissance, we attempted to identify locations where retaining walls are likely to be required. Based on these assumptions, we have identified locations where explorations will be needed to provide a basis for retaining wall design. These locations are summarized below

Proposed Areas of Exploration

Location	Proposed Explorations
SE 8 th to SE 6 th	Test pit every 100 to 200 feet. Short cut walls and re-grading.
SE 6 th to SE 4 th (west side)	Hand boring and site reconnaissance.
SE 6 th to SE 5 th (east side)	Test pit every 100 to 200 feet. Short cut walls and some re-grading.
SE 5 th to SE 4 th (east side)	Hand holes (probable fill wall location)
SE 4 th to SE 1 st (typical)	Test pit every 100 to 200 feet. Re-grading and short cut or fill walls.
SE 2 nd to SE 1 st (east side)	Hand holes, maybe test pits (access constraints). Possible short fill wall.
At SE 1 st (west side)	Hand boring and site reconnaissance.
SE 1 st to SE 4 th	Test pit every 100 to 200 feet and hand holes. Probable short cut or fill walls.
Main Street to NE 1 st (west side)	Hand holes. Probable fill wall location.
At NE 3 rd Street	Hand boring and site reconnaissance on each side of proposed culvert and probable fill wall.
NE 12 th	Hand boring and site reconnaissance (possible test pit) for signalization.

EXHIBIT A-1 - Continued

PROPOSED SCOPE OF SERVICES

In order to provide subsurface information for design of wall-supported cuts and fill, we propose to explore those locations with approximately 30 test pits and 8 to 10 hand boring. The field conditions will determine how deep the exploration will be able to penetrate.

Subsurface explorations will be preceded by a geologic reconnaissance of the alignment to log existing soil exposures and note ground water seeps and other features. Test pits will then be excavated using a rubber-tired backhoe. Most test pits will involve scraping 18 to 24-inches deep through the topsoil and organic materials to identify the natural soils beneath. In some areas, test pits will extend to depths of 10 to 12 feet. Borings will be drilled with hand operated equipment where access by a backhoe is not possible.

Due to budget constraints, no conventional truck- or track-mounted drill rig borings are planned at this time.

Laboratory tests will be performed on selected samples obtained from the explorations to evaluate relevant engineering properties of the site soils, including moisture content and grain size distribution. Laboratory testing will be conducted in general accordance with appropriate ASTM and AASHTO standards.

Engineering analyses will be performed to evaluate conditions along the alignment and develop recommendations for design of the proposed improvements. These analyses will include the following:

1. **Assessing possible retaining wall types at each location and developing earth pressures for wall design.**
2. **Developing recommendations for earthwork including site preparation, suitability of on-site soils for re-use, fill placement and compaction;**
3. **Evaluating seismic design considerations consistent with current building code criteria, including an assessment of liquefaction potential (if applicable) and slope stability;**
4. **Evaluation of dewatering and drainage requirements;**
5. **Developing recommendations for buried utilities;**

EXHIBIT A-1 - Continued

A draft report will be prepared summarizing the results of explorations and testing and presenting our recommendations. The report will be finalized at your request once comments are received.

The above scope of work includes obtaining any permits necessary for the subsurface explorations, performing utility checks and traffic control. We assume Gray & Osborne Inc. or the City of Sammamish will provide rights-of-entry for property access.

EXHIBIT A-2

TRANSPORTATION ENGINEERING SCOPE OF WORK

DAVID HAMLIN & ASSOCIATES (SUBCONSULTANT)

TRAFFIC SIGNAL, ILLUMINATION, AND INTERCONNECT DESIGN 228TH ST SE & NE SAMMAMISH, WASHINGTON

TASKS, MAN-HOURS, COSTS

A. Design Services

<u>TASK</u>	<u>MAN-HOURS</u> <u>PRINC. ENGR.</u>
Coordination meetings with City and Design Team.	24
Site visits.	16
Coordinate development of schematic designs.	8
Coordinate and obtain base maps.	4
Prepare project base maps.	8
Prepare preliminary layouts for 5 signals, illumination system, and interconnect system.	40
Prepare final plans:	
Signal Plans (5).	50
Signal Notes (5).	25
Wiring Diagram (5).	30
Illumination and Interconnect Plan (2)	15
Illumination and Interconnect Wiring Diagram Plans (1).	8
Pole Details (5).	8
Prepare specifications.	10
Prepare cost estimate.	6
Revisions.	30
Miscellaneous.	<u>20</u>
Total hours-----	302

EXHIBIT A-3

ENVIRONMENTAL ENGINEERING SCOPE OF WORK

HERRERA ENVIRONMENTAL CONSULTANTS (SUBCONSULTANT)

Technical Approach for Scope of Work with the City of Sammamish for 228th Avenue NE/SE Widening Project

Task 1: Wetland Delineation and Reporting

Herrera will conduct a wetland delineation and prepare a wetland delineation report for affected wetland and riparian areas. Specific duties that will be completed under this task are described below.

- Herrera's approach to conducting the wetland delineation will begin with reviewing existing information on wetlands and streams within the project corridor. Herrera will review maps, reports, and agency correspondence to determine where wetlands and streams occur in the project area. Herrera will rely on delineations of the wetlands and streams labeled A through J in the final EIS for preliminary location of wetland boundary, but because of the age of the EIS reports, these wetlands must be re-delineated.
- Herrera will conduct wetland delineations of environmentally sensitive areas that include Wetlands A through J and the two tributaries to George Davis Creek. Herrera will perform a delineation of existing wetland areas that occur within 200 feet of the proposed 228th Avenue NE/SE widening site. The wetland delineation will be performed using the U.S. Army Corps of Engineers *Wetland Delineation Manual* and the *Washington State Wetlands Identification and Delineation Manual*. In areas that appear to have wetland characteristics, data on dominant plant species, soil conditions in test pits, and evidence of hydrologic conditions will be recorded on routine wetland data forms. Since some road widening is proposed north of NE 8th Street and thus outside of the area covered in the 1993 EIS, Herrera will determine if wetlands are present in the affected area and, if necessary, delineate these areas.
- Once delineated, wetlands in the project area will be surveyed by others and incorporated into the base map information. Gray and Osborne will provide CAD files with base map information to Herrera that includes existing and proposed road layout, existing significant trees (greater than 6-inch dbh), utility locations, and surveyed wetlands boundaries.
- Herrera will prepare a wetland delineation report that summarizes our findings on wetlands that occur within the proposed project area. This report will include a description of hydrology, soils, and vegetation occurring in both wetland and upland portions of the project site. Herrera will describe the wetland functions and values, wetland classification, buffer widths, and applicable regulations and standards required by local, state, and federal agencies. Herrera will evaluate potential impacts to these wetland areas, and propose mitigating measures to be considered, as required by City regulations.

EXHIBIT A-3 - Continued

- **Schedule:** This task can proceed as soon as we are given notice. We have staff that can begin immediately. The report will take 4-6 weeks total to prepare. A portion of the report covers potential impacts, which can only be identified after the design is sufficiently developed. Therefore, depending on production of the design, this 4-6 week period may be split.

Task 2: Preparation of Wetland Mitigation Plan

Herrera will prepare a wetland mitigation plan for affected wetland and riparian areas. Specific duties that will be completed under this task are described below.

- Herrera will assist with the selection of a mitigation site or sites that compensate for unavoidable impacts to wetlands and fisheries. This task involves identifying a mitigation site that occurs on-site or in the project vicinity. The types of mitigation that may be proposed include wetland creation from an upland site, enhancement of a low quality wetland, and/or restoration of an historic wetland area that has been filled. This mitigation site may involve private property, public land, or other property owned by the City of Sammamish. The potential mitigation site will be rated and a selection made based on proximity to the project corridor, wetland habitat types, amount of acreage available, likelihood that hydrologic conditions will support wetland vegetation, and acquisition and development costs. Herrera will conduct this search in accordance with City of Sammamish comprehensive plan policies and guidance from the planning staff. Herrera assumes the City of Sammamish will arrange access to potential mitigation sites to collect information relevant to mitigation feasibility. Site selection and acquisition is the responsibility of the City of Sammamish.
- Once a mitigation site or sites are selected, Herrera will prepare a conceptual wetland mitigation plan based on the Washington Department of Ecology publication *Guidelines for Developing Freshwater Wetlands Mitigation Plans and Proposals*. This report will identify characteristics of the mitigation site and will provide preliminary design drawings. Herrera will provide this conceptual mitigation plan to regulatory agencies and City of Sammamish staff for review before we finalize the report.
- Herrera will then prepare a final mitigation plan that provides additional detail on the design and construction of the mitigation site. Herrera will attend up to three meetings with agency staff and other project team members during review of this final mitigation plan before finalizing the design.
- Herrera will also assist with preparation of the construction drawings, specifications, and cost estimates for the mitigation site. We anticipate that at least four drawings will be prepared that will be affected by the wetland mitigation design, including the site preparation plan, grading plan, planting plan, and typical planting detail sheets. Herrera will assist Gray and Osborne with preparation of the site preparation plan, temporary erosion and sediment control plan, and grading plan by providing proposed topographic contours, and recommended BMPs for work in and around the wetland and riparian

EXHIBIT A-3 - Continued

areas. Herrera will prepare the planting plan and typical planting detail sheet for the wetland mitigation areas. The proposed grading plan will be used as a base map to generate the planting plan.

- **Schedule:** The site selection portion of this task will take approximately three to four weeks, beginning after the 40 percent design is complete. One or more sites will be identified for possible acquisition. Assuming that a final site or sites have been selected, design can proceed after completion of 60 percent design. The budget is based on the assumption that once the site is selected, there will be no major changes in the wetland impacts or road layout on the mitigation site. The wetland mitigation plan can be 90 percent complete with the other 90 percent drawings. Wetland mitigation plans are subject to permit review. The mitigation plan can be finalized within three to four weeks after final comments from review agencies permits have been received.

Task 3: SEPA Addendum

Herrera will prepare a SEPA addendum for the project. Specific duties that would be completed under this task are described below.

- Herrera will review copies of the complete EIS and addenda. Gray and Osborne or the City of Sammamish will provide level of service information for traffic. Herrera will review traffic information and Phase 1C project plans provided by Gray and Osborne Engineers. Herrera will attend up to three design team meetings as needed to coordinate with the design team.
- Herrera will evaluate the issues covered in the original EIS and addenda to determine the need for additional information to be included in the addendum for Phase 1C.
- Herrera will draft an EIS addendum covering the Phase 1C design changes since completion of the EIS. This report is expected to be brief and will cover only those areas where the design changes could affect the environment as described in the FEIS. Herrera will submit a draft addendum to the City of Sammamish for one round of review prior to publication. Herrera will submit the final document to the City of Sammamish.
- Herrera will update the mailing list used for Phase 1B for public notification of the availability of the addendum with any new addresses identified by the City of Sammamish, and transmit this list to Sammamish with the addendum. The City of Sammamish will be responsible for copying, publication, and mailing.
- **Schedule:** The SEPA addendum can be completed once the full range of impacts has been identified. We assume that this will be at approximately the 40 percent stage of plan development. From that stage, this task will take approximately six weeks to complete.

EXHIBIT B

**CITY OF SAMMAMISH
BILLING INVOICE**

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT C

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT "D"

CITY OF SAMMAMISH

SE/NE 228TH AVENUE IMPROVEMENTS PHASE 1C (SE 8TH STREET TO NE 12TH PLACE)

COST ESTIMATE - PHASE I: PRELIMINARY DESIGN

TASK 1	PROJECT MANAGER	PROJECT ENGINEER	CIVIL/ DESIGN ENGINEER	STRUCTURAL/ ELECTRICAL ENGINEER	TECHNICIAN	PLS	SURVEY CREW
A	--	--	--	--	--	--	--
B	--	--	--	--	--	--	--
C	--	--	--	--	--	--	--
D	--	--	--	--	--	--	--
E	2	16	40	--	4	8	8
TASK 2							
A*	8	16	8	4	--	--	--
TASK 3							
A	12	40	60	6	40	--	--
B	--	16	24	--	60	--	--
C	12	40	40	16	4	--	--
D	6	40	120	--	16	--	--
E	80	360	560	160	600	16	--
F	6	8	32	--	40	--	--
G	6	30	40	40	8	--	--
H**	8	30	48	12	4	--	--
I	4	30	8	40	--	--	--
J	4	100	48	--	16	--	--
K	4	48	--	--	8	40	--
L	6	24	16	--	16	--	16
TASK 4							
A	2	40	60	8	60	--	--
B	--	4	8	--	--	--	--
C	40	60	40	--	--	--	--
HOURS							
	200	902	1152	286	876	64	24
RATE							
	\$43	\$30	\$26	\$30	\$21	\$30	\$55
	\$8,600	\$27,060	\$29,952	\$8,580	\$18,396	\$1,920	\$1,320
Direct Labor							
							\$ 95,828.00
Indirect Labor @ 1.56							
							\$ 149,491.68
Total Labor							
							\$ 245,319.68
Profit @ 15%							
							\$ 36,797.95
Subtotal, Labor and Fee							
							\$ 282,117.63
Expenses (Mileage @ \$0.34/mile, printing, photos, plat maps, title reports, etc.)							
							\$ 468.47
*Task Item 2: Geotechnical Analysis and Report (HWA), incl. 10% A.O.							
							\$ 32,979.10
**Task Item 3G: Traffic Signal Design (Hamlin & Associates), incl. 10% A.O.							
							\$ 32,769.00
**Task Item 3H: (Herrera), incl. 10% A.O.							
							\$ 30,665.80
PHASE I ESTIMATED TOTAL COST							
							\$ 379,000.00

EXHIBIT "D" - Continued

CITY OF SAMMAMISH						
COST ESTIMATE						
PHASE II						
FINAL DESIGN						
	PROJECT MANAGER	PROJECT ENGINEER	CIVIL/ DESIGN ENGINEERS	STRUCTURAL/ ELECTRICAL ENGINEER	TECHNICIAN	PLS
Task I	16	40	40	12	40	--
Task II	16	40	40	12	24	--
HOURS	32	80	80	24	64	
RATE	\$43	\$30	\$26	\$30	\$21	
	\$1,376	\$2,400	\$2,080	\$720	\$1,344	
Direct Labor Costs					\$ 7,920.00	
Indirect Labor Costs @ 1.56					\$ 12,355.20	
Subtotal, Labor Costs					\$ 20,275.20	
Fee @ 15%					\$ 3,041.28	
Total, Labor and Fees					\$ 23,316.48	
Miscellaneous Expenses					\$ 3,683.52	
PHASE II ESTIMATED TOTAL COST					\$ 27,000.00	
COST ESTIMATE						
SUMMARY						
Phase I, Cost Estimate (Design)					\$ 379,000.00	
Phase II, Cost Estimate (Design)					\$ 27,000.00	
TOTAL COST, PHASE I AND II					\$ 406,000.00	
Phase III: Management Reserve Fund (See Exhibit A)					\$ 80,000.00	
TOTAL COST, PHASE I, II, AND III					\$ 486,000.00	

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:

Meeting Date: June 20, 2001

Contract with Landscape Structures for Sammamish
Play Facilities Acquisition.

Date Submitted: June 14, 2001

Originating Department: Parks/Recreation

Action Required:

Clearances:

 Administration Police

Approve Contract

 Public Works Fire

 Building/Planning X Attorney

Exhibits:

- A) Playground Plans
-) Bid Review Matrix
- C) Proposal Quote
- D) Contract

Committee: Parks and Recreation Commission

Budgeted Amount: \$127,000

Summary Statement:

Landscape Structures was awarded the bid for the acquisition of play equipment to be installed at Pine Lake and NE Sammamish Parks. Five companies submitted bids. Bids were scored by a five-member panel on play opportunities, equipment quality, equipment fit with the environment, and presentation. Landscape Structures was the unanimous choice of all panel members.

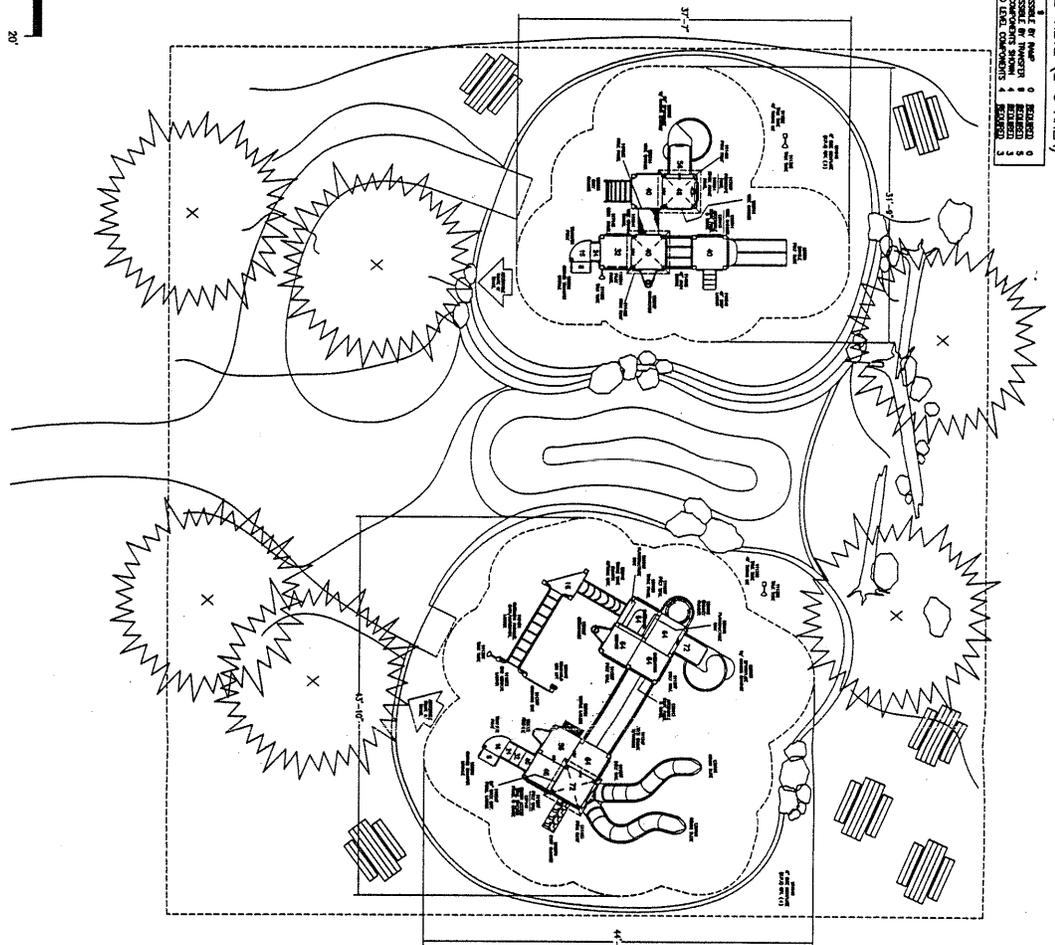
Contract to include the purchase of four (4) play structures, delivery and storage at sites, supervision of a community based installation, play area drainage system and surfacing installation.

Recommended Motion:

Approve Contract with Landscape Structures for acquisition of play equipment.

TOTAL ELATED PLAY COMPONENTS: 1
 TOTAL ELATED COMPONENTS ACCESSIBLE BY HAND: 2
 TOTAL ELATED COMPONENTS ACCESSIBLE BY INVENTORY: 3
 TOTAL ELATED COMPONENTS ACCESSIBLE BY INVESTMENT: 4
 TOTAL ELATED COMPONENTS ACCESSIBLE BY VISIBILITY: 5
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TOUCH: 6
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SOUND: 7
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SMELL: 8
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TASTE: 9
 TOTAL ELATED COMPONENTS ACCESSIBLE BY FEEL: 10
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TOUCH: 11
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SOUND: 12
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SMELL: 13
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TASTE: 14
 TOTAL ELATED COMPONENTS ACCESSIBLE BY FEEL: 15

SCALE IN FEET:
0 5 10 20'



LEGEND

- EXISTING TREES
- EXISTING TREE DIAMETER
- EXISTING SPOT ELEVATION
- EXISTING CONTOURS
- EXISTING CONCRETE PAD
- SURVEY LIMITS

QUOTE 12410592A-REV2 (5-12 AREA)

TOTAL ELATED PLAY COMPONENTS: 10
 TOTAL ELATED COMPONENTS ACCESSIBLE BY HAND: 2
 TOTAL ELATED COMPONENTS ACCESSIBLE BY INVENTORY: 3
 TOTAL ELATED COMPONENTS ACCESSIBLE BY INVESTMENT: 4
 TOTAL ELATED COMPONENTS ACCESSIBLE BY VISIBILITY: 5
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TOUCH: 6
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SOUND: 7
 TOTAL ELATED COMPONENTS ACCESSIBLE BY SMELL: 8
 TOTAL ELATED COMPONENTS ACCESSIBLE BY TASTE: 9
 TOTAL ELATED COMPONENTS ACCESSIBLE BY FEEL: 10



The play components identified on this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS, PRIOR TO ORDERING.

NOTES:
 THIS CONFORMS TO THE ADA ACCESSIBILITY GUIDELINES (ADAG), ASSUMING THAT THE ENTIRE USE ZONE IS COVERED WITH AN ACCESSIBLE PROTECTIVE SURFACING.

PINE LAKE PARK
SAMMAMISH, WA

TRYREC RECREATION
TAMMIE ADAMS

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY GUIDELINES (ADAG)

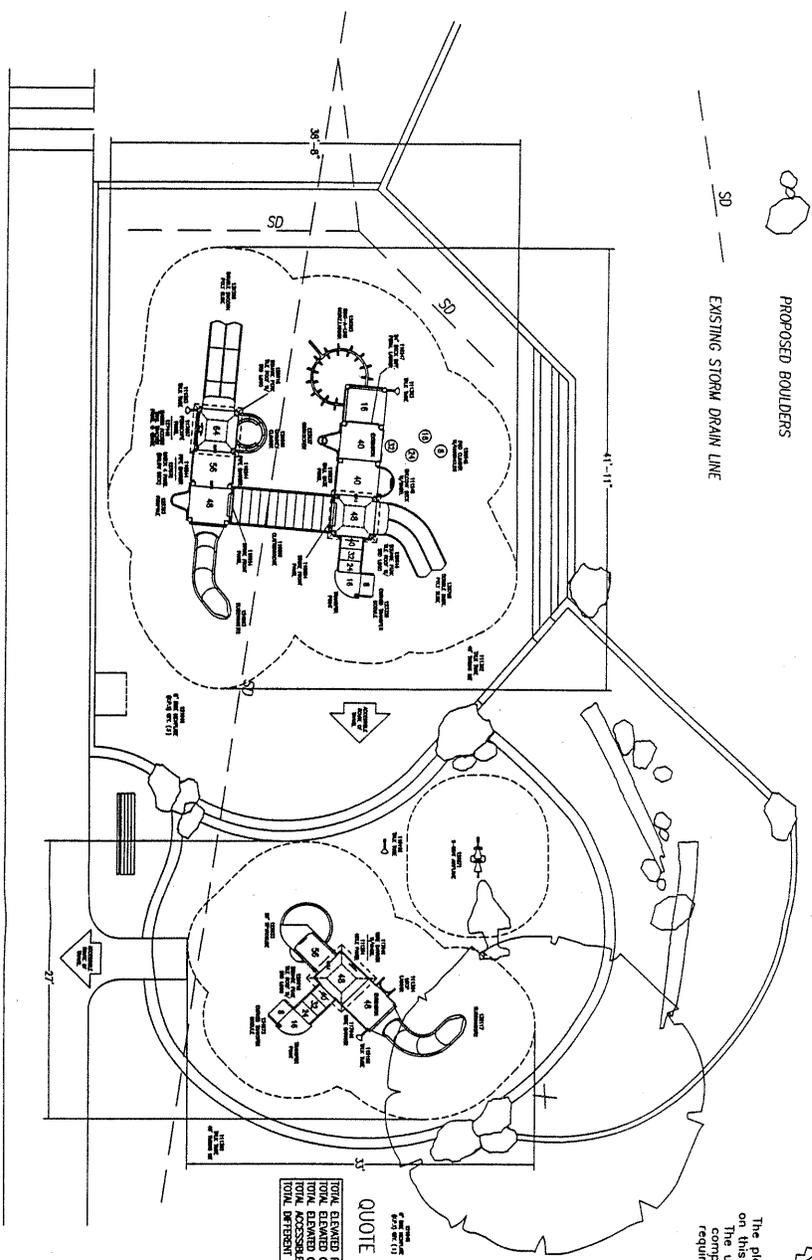
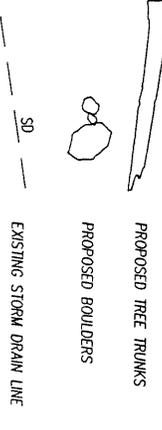
THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION PROVIDED BY THE CLIENT. LANDSCAPE STRUCTURES, INC. HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND SURFACE CONDITIONS. LANDSCAPE STRUCTURES, INC. HAS NOT CONDUCTED A GEOTECHNICAL EVALUATION, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST THE HEIGHT OF THE HIGHEST ADJACENT EQUIPMENT. (SEE CONSUMER PRODUCT SAFETY COMMISSION (CPSC) GUIDELINES, SECTION 10: SURFACING)

PLAYVENTURE
 DRAWING #:
12410592-REV2
 ©COPYRIGHT: MAY 25 2001
 LANDSCAPE STRUCTURES, INC.
 DESIGNED BY: JAS

LANDSCAPE STRUCTURES, INC.
Anything else is cutting corners.
 601 7th STREET SOUTH - P.O. BOX 198
 DELANO, MINNESOTA 55328
 PH: 1-800-328-0035 FAX: 1-763-972-8991

LEGEND



SEE QUOTE 12410591-REV1A (5-12 AREA)

TOTAL ELEVATED PLAY COMPONENTS	13	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	7
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRUNKER	11	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	3

QUOTE 12410591-REV2B (2-5 AREA)

TOTAL ELEVATED PLAY COMPONENTS	5	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRUNKER	5	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	2

The play components identified on this plan are IP/EWA certified. The output of these components conform to the requirements of ASTM F1487.



NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS, PRIOR TO ORDERING.

NOTES:
THIS CONFORMS TO THE ADA ACCESSIBILITY GUIDELINES (ADAG). ASSUMING THAT THE ENTIRE USE ZONE IS COVERED WITH AN ACCESSIBLE PROTECTIVE SURFACING.

N.E. SAMMAMISH NEIGHBORHOOD PARK
SAMMAMISH, WA

IRYREC RECREATION
TAMMIE ADAMS

THE PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS

IF IS THE MANUFACTURERS OPINION THAT THE ADA ACCESSIBILITY GUIDELINES (ADAG)

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, AND EXISTING UTILITIES SHOULD BE OBTAINED. DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST 1/8" ABOVE THE FINISHED SURFACE ACCESSIBLE PART/FULL HEIGHT OF THE ADVANCED EQUIPMENT. (REF. CONSUMER PRODUCT SAFETY COMMISSION (CPSC) GUIDELINES, SECTION 10: SURFACING.)

PLAYBOOSTER/SHAPER
DRAWING #:
12410591-REV2

©COPYRIGHT: MAY 25 2001
LANDSCAPE STRUCTURES, INC.
DESIGNED BY: TIS

Anything else is cutting corners.

LANDSCAPE STRUCTURES INC

ISO 14001 CERTIFIED

601 THE STREET SOUTH - P.O. BOX 198
DELUWA, WISCONSIN 55228
PH: 1-800-328-0035 FAX: 1-763-972-6091



PROPOSAL QUOTE

SCHEDULE A - PINE LAKE PARK PLAY FACILITIES
SCHEDULE B – NORTHEAST SAMMAMISH PLAY FACILITIES

Proponents shall include the following information to facilitate review of proposal.

EVALUATION MATRIX CHECKLIST

- ATTACHMENT A: Manufacturer's parts specifications included: Yes _____ No _____
- ATTACHMENT B: Layout drawing to scale included: Yes _____ No _____
- ATTACHMENT C: Color photo display board included: Yes _____ No _____
- ATTACHMENT D: ASTM and CPSC Statement of Compliance: Yes _____ No _____

Base Bid

Schedule	Lump Sum Price (write in words)	Total Sum
Schedule A –Pine Lake Park Play Facilities Acquisition		
	#12410592A-Rev2	
Landscape Structures	#12410592B-Rev2	\$73,633.65
Schedule B – Northeast Sammamish Park Play Facilities Acquisition		
	12410591Rev2A	
Landscape Structures	#12410591Rev2B	\$43,416.62
Schedule A and B Subtotal		\$117,050.27
Washington State Sales Tax @ 8.5%		\$ 9,949.27
Total Schedule A and B		\$126,999.54

If the Proponent's Proposal for Schedule A and B (including tax) exceeds \$127,500, the proposal will be considered nonresponsive.

The proponent shall provide and be at the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City.

The undersigned bidder hereby agrees to start construction work of the Sammamish Play Facilities Acquisition if awarded, within ten (10) days after notice to proceed.

Dated at 4:00pm this 1st day of June, 2001.

SIGNED: Jean Hayes
 TITLE: Sales Administrator

COMPANY: Landscape Structures Inc.

ADDRESS: 601 - 7th Street South
Delano, MN 55328

ADDENDUMS RECEIVED

<u>Addendum No.</u>	<u>Date Received</u>	<u>Name of Recipient</u>
<u>1</u>	<u>5/25/01</u>	<u>Jean Hayes</u>
<u>2</u>	<u>5/25/01</u>	<u>Jean Hayes</u>

PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors that will be used in the work if the bidder is awarded the contract. See Project Specifications in this regard. Use additional sheets, as required, in a similar format for any additional subcontractors.

<u>NAME</u>	<u>TASK</u>	<u>APPROXIMATE % OF TOTAL WORK</u>
<u>TryRec Construction Co</u>	<u>Supervision of community based installation</u>	
<u>Attn: Josh Forte</u>	<u>Play Area Drainage System</u>	
<u>375 - 118th Ave SE</u>	<u>Surfacing and its installation</u>	
<u>Ste, 200, Bldg. D</u>	<u>Posthole excavation</u>	
<u>Bellevue, WA 98005</u>		
		<u>100 % of above Tasks</u>

THIS AGREEMENT, made and entered into ~~in quadruplicate~~, this 20th day of June, 2001 by and between the City of Sammamish, a municipal corporation, hereinafter called the "City," and Landscape Structures, Inc., hereinafter called the "Contractor."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the **SAMMAMISH PLAY FACILITIES ACQUISITION** in strict conformity with the Proposal, Contract Drawings, Project Manual, and Specifications therefore, including any and all Addenda and change orders issued by the City.
2. The Contractor shall perform and complete this contract in a proper and workmanlike manner and with the greatest economy, efficiency and expedition consistent therewith.
3. The City shall pay the Contractor in monthly payments less 5% retention in accordance with the actual quantities of work performed and accepted and the materials furnished, at the prices shown in the proposal as bid in conformance with the Contract Drawings or Specifications defined hereinafter or in accordance with approved and executed change orders. The retention amount shall be paid not less than thirty (30) calendar days after final acceptance of the project by letter from the City Engineer. Said letter will not be issued until appropriate releases from the Department of Labor and Industries and the Department of Revenue are given to the City.
4. The Contractor agrees to complete all work under this contract within the time limits identified in the Proposal, commencing on the date stated in the notice to proceed, to the entire satisfaction of the City.
5. The Contractor agrees to pay liquidated damage for each and every calendar day said work remains incomplete after expiration of specified time per the Proposal and Article 16 of the General Stipulations (a part of the Project Manual).
6. The Contractor in the performance of this contract shall pay all employees on said work a salary or wage at least equal to the prevailing salary or wage standards applicable to this work, as contained in or referenced by the Contract Drawings or Specifications for this work.

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6. The Contractor in the performance of this contract shall pay all employees on said work a salary or wage at least equal to the prevailing salary or wage standards applicable to this work, as contained in or referenced by the Contract Drawings or Specifications for this work.

7. The Contractor in the performance of this contract agrees that the provisions of Chapter 49.28 RCW shall apply to this agreement, that eight (8) hours in any calendar day shall constitute a day's work, and that the Contractor shall not require more than eight (8) hours of labor in a day from any person, or persons. The Contractor agrees to comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq., Chapter 39.12 RCW, Occupational Safety and Health Act of 1970 C 29 U.S.C. Section 651, et seq., Chapter 49.17 RCW, and any other laws applicable to wage, hours, safety, or health standards. The Contractor shall pay all reasonable costs incurred by the City as a result of working more than 8 hours per day or 40 hours per week. Additional hours beyond a 40-hour work week will be pro-rated against contractual work days.
8. The working hours for this project will be limited to week days from 7:00 a.m. to 7:00 p.m., unless otherwise approved by the Engineer. No work shall be performed on weekends or City recognized holidays.
9. The Contractor shall maintain Workmen's Compensation insurance in the amount and type required by law for all employees employed under this contract who may come within the protection of Workmen's Compensation Laws. In jurisdictions not providing complete Workmen's Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workmen's Compensation Laws.

The Contractor shall make all payments arising from the performance of this contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

10. The Contractor shall obtain and keep in force during the term of the contract, public liability and property damage insurance against liability for property damage or personal injury in connection with the work to be performed by Contractor under this Agreement. Contractor shall, at least ten (10) days prior to the occurrence of the first day of work, obtain or cause to be obtained said public liability and property damage insurance, said insurance naming the City as an additional insured, providing coverage as follows:

The Contractor shall maintain, during the life of this Contract, Comprehensive General and Automobile Liability Insurance, as detailed herein. The insurance shall include, as Additional Named Insured, the Owner and the Engineer. All insurance policies shall be endorsed to provide that the policy shall not be canceled or reduced in coverage until after thirty (30) days prior written notice, as evidenced by return receipt of registered letter has been given individually to the Owner and to the Engineer.

Comprehensive General Bodily Injury and Property Damage Insurance shall include:

- a. Premises & Operations;
- b. Contractor's Protective Liability;
- c. Products Liability, including Completed Operations Coverage;
- d. Contractual Liability;
- e. Broad Form Property Damage.

Comprehensive Automobile Bodily Injury and Property Damage Insurance shall include:

- a. All owned automobiles;
- b. Non-owned automobiles;
- c. Hired automobiles.

The insurance coverages listed above shall protect the Contractor from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this article as respects to any subcontractor.

Comprehensive General and Automobile Liability Insurance shall provide coverage for both bodily injury and property damage, as follows:

Comprehensive General and Automobile Bodily Injury Liability Insurance on an occurrence basis of not less than One Million dollars (\$1,000,000.00) for bodily injury, sickness or disease, including death resulting therefrom, sustained by each person; and for limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

Comprehensive General Property Damage Liability Insurance on an occurrence as is for limits of not less than One Million Dollars (\$1,000,000.00) for damage to or destruction of property, including loss of use thereof, arising from each occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) in aggregate.

Comprehensive Automobile Property Damage Liability Insurance on an occurrence basis for limits of not less than One Million Dollars (\$1,000,000.00) for damage to or destruction of property, including loss of use thereof, arising from each occurrence.

Comprehensive Liability Insurance shall include the Owner and the Engineer as Additional Named Insured.

Comprehensive General Property Damage Liability Insurance shall include liability coverage for damage to or destruction of property of others, including loss of use of property damaged or destroyed, and all other indirect and consequential damage for which liability exists in connection with such damage to or destruction of property of others, and shall include coverage for:

Injury to or destruction of any property arising out of blasting or explosion;

Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:

1. to excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, cofferdam work or caisson work, or

2. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or

Injury to or destruction of property at any time resulting therefrom.

There shall be included in the liability insurance, contractual coverage sufficiently broad to insure the provisions of Article 44, "Hold Harmless Clause."

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

In the event the Contractor is required to make corrections on the premises after the work has been inspected and accepted, he shall obtain, at his own expense, and prior to commencement of any corrective work, full insurance coverage, as specified herein.

The Contractor shall furnish, upon request by the Owner, certified copies of the insurance policy or policies within two weeks of the Owner's request.

A true and certified copy of the required insurance policy or policies, together with all required endorsements, shall be provided to the City; provided however, that in the event such copies are not available prior to the occurrence of the activities to be covered, a properly authenticated Certificate of Insurance, satisfactory to the City Engineer, will be applicable on an interim basis.

11. The Contractor shall, prior to the execution of the contract, furnish a performance and guarantee bond to the City in the full amount of the bid with a surety company as surety, conditioned that the Contractor shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors, with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. This contract shall not become effective until said bond is supplied and approved by the City Engineer and filed with the City Clerk.
12. In carrying out and conducting the activities and services contemplated, the Contractor shall at all times carry on such services and perform such activities in accordance with and pursuant to any and all laws of the United States of America and the State of Washington (including applicable building codes) and ordinances and regulations of the City of Sammamish, and shall defend, protect, and save harmless the City from and against all claims, suits, actions, liabilities, loss, damage, and expenses arising from any failure of the Contractor to comply with the same. The Contractor shall not knowingly commit or willingly permit to be committed any act or thing contra

to the laws, rules, and regulations of the Federal Government, State of Washington, or City of Sammamish.

13. The Contractor hereby agrees to defend at its own expense, indemnify and hold harmless the City, its appointed and elected officers and employees, from and against any and all liability, judgment, lien, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising out of or caused or occasioned in whole or in part occasioned by or arising out of the performance or carrying out of the terms of this Agreement and/or amendments to this Agreement, by the Contractor, its subcontractors, agents, successors or assigns.
14. The City reserves the right to terminate the contract in its entirety or to modify the terms of the contract upon written notice to the Contractor.

The City shall compensate the Contractor for all work performed pursuant to the contract as of date of termination. The City shall compensate the Contractor for all acceptable materials ordered pursuant to the contract and delivered on the work site prior to the date of termination of the contract. Such materials shall be purchased from the Contractor by the City at the actual cost of such materials pursuant to the contract. It shall be the responsibility of the Contractor to provide the proper receipts or invoices for such materials, and shall thereupon become the property of the City of Sammamish.

The City shall provide a twenty-four (24) hour written notice to the Contractor in the event the City exercises its option in terminating the contract.

15. The contract entered into by the acceptance of the Contractor's bid and the signing of this agreement consists of the following documents, all of which are component part of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.

- | | |
|------------------|----------------------------------|
| 1. This Contract | 5. Project Manual |
| 2. Proposal | 6. Contract Drawings |
| 3. Addenda | 7. General Stipulations |
| 4. Change Orders | 8. WSDOT Standard Specifications |

Both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the rest of this Agreement.

16. Relationship of Parties: The parties understand and agree that Contractor is a firm skilled in matters pertaining to site preparation and construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City nor control employees of the City, contractors, or other entities. Within the performance of these duties, Contractor shall work under the direction of the City's Public Works Director.

General Conditions:

- a. Assignability - Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without the prior written consent of

the City thereto; provided, however, that claims for payment under this Agreement may be assigned.

b. Amendments - The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

c. Notices - Any notices required to be given by the City to Contractor or by Contractor to City shall be in writing and delivered to the following parties at the following addresses:

City of Sammamish: _____

Contractor : _____

d. Waiver - Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

e. Applicable Law; Venue - This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of dispute, the venue of any action brought hereunder shall be in King County Superior Court.

f. Nondiscrimination: contractor shall not discriminate in employment or service to the public on the basis of sex, race, color, creed, or national origin, age, marital status, physical, mental or sensory disability unless an employment action based upon a bona fide occupational qualification.

IN WITNESS WHEREOF, the parties hereto have executed this contract, the day and year first above written.

Approved by City Council on _____

Date

CITY OF SAMMAMISH

By _____
City Manager

ATTEST:

City Clerk

CONTRACTOR

Company Name _____

By _____

Title _____

APPROVED AS TO FORM:

City Attorney

Date

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Consultant Agreement for Development Review Services with CH2M

Meeting Date: June 20, 2001

Date Submitted: June 16, 2001

Originating Department: Public Works

Action Required: Council authorization to enter into consulting services agreement with CH2M Hill

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Exhibits: A) Proposed CH2M Agreement for Services

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: the City has now assumed all development review activities formerly performed by the King County Department of Development and Environmental Services. This has placed an extreme burden on the City to perform applicant reviews in a timely fashion, given the limited City staff available. While Gray & Osborne is under contract to provide review support, their available staff is limited, and a second source of support is considered appropriate to give the City the increased flexibility and capability it needs to meet peak workload demands.

Three firms from the City's consultant roster were interviewed, with the City's three-person panel unanimously selecting the firm of CH2M. They have the demonstrated experience and qualified staff in depth within the firm to meet the City's needs. Nearly all the fees resulting from this agreement will be charged to development applicants, resulting in little cost to the City. However, for fiscal control, a not-to-exceed amount of \$250,000 through Dec. 31, 2002 has been set for this agreement. Actual costs incurred for development review under this contract will be billed to permit applicants as part of the City's established development review and permitting fee structure.

Recommended Motion: approve proposed agreement for services with CH2M for development review and inspection, in an amount not-to-exceed \$250,000 through Dec. 31, 2002.

Exhibit A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: CH2M HILL, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and CH2M HILL, Inc., hereinafter referred to as the "Consultant."

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B". Payment will be made to Consultant within 30 days of invoice approval.

The City shall pay Consultant:

[Check applicable method of payment]

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

___ A sum not to exceed \$_____

Other (describe): Cost Reimbursable based on Consultant's direct salaries multiplied by a factor of 3.00 plus direct expenses the total of which shall not exceed \$250,000 through December 31, 2002.

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending upon termination by either party under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

6. **Indemnification.**

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

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

A. (1) The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty days prior written notice. Upon receipt of such notice, Consultant shall immediately take all necessary and appropriate action to cease performance.

A. (2) This Agreement may be terminated by the Consultant, at any time, upon giving the City thirty days prior written notice of its intention to terminate.

A. (3). In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

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

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

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

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

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

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

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

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

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

16. **Supplemental Terms.** The supplemental terms set forth in Exhibit D are incorporated and by this reference made a part of this Agreement.

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

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

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

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

CH2M HILL, INC.
777 108th Avenue N.E.
Bellevue, Washington 98004
Phone number: (425) 453-5000

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

Project Title: City of Sammamish On Call Development Review Services

Scope of Work:

The Consultant shall provide Development Review Services on an On- Call and as needed basis, as requested in writing by the City for specified projects. The development reviews will be conducted to check for compliance with City of Sammamish requirements in areas of Drainage and Erosion /Sediment Control (including Technical Information Reports); Sensitive Area Protection; Transportation/Traffic Studies, Site/Civil Work.

The Scope of Work shall include all services, materials, and equipment necessary to accomplish the work indicated below:

1. Development Review Process

The City will deliver select project material by mail (or courier) to the Consultant for Development Review. Project review material will include a project transmittal requesting review services, indicating general project information, notes from pre-application meeting (or any other City/Applicant communication relevant to the Consultant review), an indication of the specialty areas requiring review, and requested completion date. When project material requiring review in more than one discipline area is submitted, separate copies will be provided to the Consultant for each discipline. If the project requires review in discipline areas other than those mentioned above, the City will notify the Consultant as soon as practical, so additional staff reviewers can be anticipated.

Receipt of the project transmittal and project material will indicate authorization to proceed with the work. The Consultant shall initiate review upon receipt of the project transmittal.

Following the Consultant's review, a single project response package will be transmitted to the City by courier for return to the applicant. The time required to complete each project review will depend on its size and complexity. In general, it is anticipated most first reviews will be completed within two weeks and subsequent follow up reviews within 10 days.

The Consultant will provide a monthly status summary of On-Call work and a monthly invoice for City payment. Some general project management charges (i.e. Project Set Up tasks, etc.) will be included in this that will not be reflected on the individual applicant charges.

2. Review Site Visits

A review site visit will typically be conducted as part of the review process, with the exception of smaller developments or, when the City indicates one is not necessary. The purpose of the review site visit is to verify conditions assumed in the project submittal, and to increase the reviewer's familiarity with project features. The visit will typically be conducted by the Lead Reviewers during the review of the project submittal/plans.

3. Project Management

The Consultant Project Manager will coordinate efforts of the review team and provide feedback and refinements to the review process.

a. Project Set-Up

The Consultant will create a shared project tracking system where project reviewers will keep an up to date record of projects' schedule, review status, review level of effort in shared project files. The concept of the shared project files will consist of a summary project assignment log spreadsheet linked to individual project tracking forms. As a communication tool, the City has expressed a desire to utilize a web-based link from the City's homepage or network to the Consultant-maintained project files. The Consultant will work with City technical staff to develop a web-based shared project file system, and provide refinements to it as needed/requested.

If requested by the City, the Consultant will develop standard review tools (discipline checklists, review forms, etc.) to be utilized during the subsequent project reviews.

b. Project Related

The Consultant will receive and send project review material through its Project Manager. Upon receipt of a request for review, the Project Manager or his assistant will log project information in the shared project files and distribute portions of the project submittal to applicable lead reviewers.

4. Meetings

a. Project Set Up

An initial coordination meeting will be held to identify review procedures, discuss standard review tools, protocols, and any special City requirements. It will be attended by Consultant team members and the City.

b. Project Related

The Consultant will communicate and coordinate with City staff on an ongoing basis. Communication with the applicants will, in general be through the City.

The Consultant may be requested by the City or Applicant to attend project-specific review meetings. The meeting(s) may be requested during the Consultant's review of a project, or following submittal of review comments to the applicant. The purpose of the meeting will be to expedite the review process and to clarify comments. These meetings generally will be attended by the applicant, Consultant's Lead Reviewer(s) and the City (at their discretion). The meeting will be held at City offices unless other mutually convenient arrangements are made.

5. Optional Construction Phase Services

When requested by the City, the Consultant will visit a project site at appropriate intervals or as otherwise agreed to by the City, in order to observe the Contractor's progress and adherence to City standards in the disciplines reviewed during the Consultant Review phase. The purpose of the visits is to determine if the work is generally in accordance with the plans as reviewed by the Consultant, and not intended as a comprehensive inspection or detailed check of the Contractor's work. Following the observations of the work, the Consultant will keep the City informed of the progress of the work. The Consultant shall not supervise, direct, have control over the Contractor's work, nor be responsible for acts/omissions by the Contractor. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work.

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D
City of Sammamish
Supplemental Terms

A. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

B. CONSULTANT's Personnel at Construction Site

B.1 The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

B.2 CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

B.3 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

C. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

D. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

E. CITY-Furnished Data

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

F. Access to Facilities and Property

CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with CONSULTANT's services.

G. Litigation Assistance

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

H. Force Majeure

CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT. In any such event, CONSULTANT'S contract price and schedule shall be equitably adjusted.

I. Suspension, Delay, or Interruption of Work

CITY may suspend, delay, or interrupt the Services of CONSULTANT for the convenience of CITY. In such event, CONSULTANT's contract price and schedule shall be equitably adjusted.

J. Consultant's Deliverables

Consultant's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

Stephen R King

City Attorney

