



City Council, Regular Meeting

AGENDA

November 3, 2009

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

Note: This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Approval of Agenda

Student Liaison Reports

- Eastlake High School (Maddie March)
- Skyline High School (Ben Sui/Kacy Cunningham)

Presentations/Proclamations

Consent Agenda

- Payroll for pay period ending October 15,2009 for pay date October 20, 2009 in the amount of \$245,087.92
1. Approval: Claims for period ending November 3, 2009 in the amount of \$2,652,208.66 for check No. 24844 through 24974
 2. Approval: Minutes for October 6, 2009 Regular Meeting
 3. Contract: On-Call Electrical/Sequoyah
 4. Contract: Graphic Design Services/UpRoar Advertising
 5. Bid Award: Network Storage/Ivoxy Consulting

Public Hearings

6. Ordinance: Second Reading Vacating A Portion Of Unopened Thomas Alexander Road (Aka County Road No. 867 And Aka Old Monohan Road) (*public hearing continued from October 20, 2009 City Council Meeting*)

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

7. An Ordinance Of The City Of Sammamish, Washington Extending The Temporary Interim Siting Hierarchy For Wireless Communication Facilities (WCF) Of SMC Chapter 21A.55 As Adopted In Ordinance 2007-223

Unfinished Business

New Business

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

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Events

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4 6:30 p.m. Beaver Lake Park Master Plan Meeting #4	5 6 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. City Council Study Session	11 8 a.m. Veterans Day City offices closed 6:30 p.m. Parks and Recreation Commission Meeting	12 6 p.m. Planning Commission Meeting	13	14
15	16 6:30 p.m. City Council Study Session 6:30 p.m. Arts Commission Meeting	17 6:30 p.m. City Council Meeting	18 6 p.m. Sammamish Youth Board	19 6 p.m. Planning Commission Meeting	20	21 10 a.m. Fall Planting Event
22	23	24	25	26 8 a.m. Thanksgiving Day City offices closed	27 8 a.m. Thanksgiving Day City offices closed	28
29	30					

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S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

City of Sammamish, M - F, 8:30 am - 5 pm
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 5:30 p.m. City Council Meeting	2	3 6 p.m. Planning Commission Meeting	4	5
6	7	8 6:30 p.m. City Council Study Session	9 6:30 p.m. Parks and Recreation Commission Meeting	10 6 p.m. Art Exhibit Reception - Hardware	11	12
13	14	15 6:30 p.m. City Council Meeting	16 6 p.m. Sammamish Youth Board	17 6 p.m. Planning Commission Meeting	18	19
20	21 6:30 p.m. City Council Study Session 6:30 p.m. Arts Commission Meeting	22	23	24	25 8 a.m. Christmas Day City offices closed	26
27	28	29	30	31		

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S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

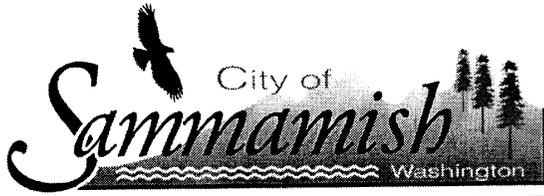
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AGENDA CALENDAR

November 2009			
Tues 11/03	6:30 pm	Regular Council Meeting	Public Hearing: Thomas Alexander Street Vacation Petition Ordinance: Public Hearing/Emergency Wireless Hierarchy siting On-Call Electrical (consent) Contract: Graphic Design Services/UpRoar Advertising (consent) Bid Award: Network Storage/Ivoxy Consulting (consent)
Tues 11/10	6:30 pm	Study Session	Commission Interviews 2009/2010 Budget Adjustments
Mon 11/16	6:30 pm	Study Session	Commission Interviews TDR Sammamish Landing Revised Preferred Alternative Discussion: Fire Services
Tues 11/17	6:30 pm	Regular Council Meeting	Flag Presentation: Girl Scout Troop 52660 First Lego League Smart Move Project Ordinance: Public Hearing/First Reading 2009-2010 Budget Adjustments Ordinance: Public Hearing/First Reading 2010 Property Tax Levy Resolution: 2010 Salary Schedule Ordinance: Second Reading Emergency Wireless Hierarchy siting Ordinance: First Reading 60% Petition Raven Hill Annexation Ordinance: First Reading ISD/LWSD/SVSD Impact Fees Interlocal Agreement: Impact Fee Collection/ISD/LWSD/SVSD Bid Award: SE 20 th Street Project Contract: On-call Plumbing (consent)
December 2009			
Tues 12/01	6:30 pm	Study Session/Regular Council Meeting	Camp Fire Flag Presentation (Blackwell Elementary) Executive Session Commission Appointments Resolution: Assigning Position Numbers to Parks Commissioners Ordinance: Second Reading 2009-2010 Budget Adjustments Ordinance: Second Reading 2010 Property Tax Levy Ordinance Resolution: 2010 Property Tax Levy (IPD) Ordinance: Second Reading ISD/LWSD/SVSD Impact Fees Resolution: Fee Schedule Ordinance: Second Reading 60% Petition Raven Hill Approval: Exerpt of Minutes for Petition Contract: Sports Turf Field Maintenance/NW Landscape Services (consent) Contract: Parks Landscape Maintenance/Total Landscape (consent) Contract: Parks Custodial Maintenance/Advantage Building Services (consent)
Tues 12/08	6:30 pm	Special Meeting (tentative)	Planning Commission Handoff – Town Center Development Regulations Resolution: Amending Council Rules and Procedures Impact Fee Report Bid Award: Maintenance & Operations Center
Mon 12/14	6:30 pm	Volunteer Dinner	
Tues 12/15	6:30 pm	Regular Meeting	Cancelled
January 2010			
Tues 01/05	6:30 pm	Regular Council Meeting	Council Oath of Office
Tues 01/12	6:30 pm	Study Session	Updating Public Works Standards District Court Services Discussion: Volunteer Policy Manual

Mon 01/18		Martin Luther King Day	City Offices Closed
Tues 01/19	6:30 pm	Regular Meeting	Public Hearing/First Reading: Raven Hill Annexation Capstone Adoption: Volunteer Policy Manual
February 2010			
Tues 02/02	6:30 pm	Regular Council Meeting	Ordinance: Second Reading: Raven Hill Annexation
Tues 02/09	6:30 pm	Study Session	
Mon 02/15	6:30 pm	Study Session	
Tues 02/16	6:30 pm	Regular Meeting	
March 2010			
Tues 03/02	6:30 pm	Regular Council Meeting	
Tues 03/09	6:30 pm	Study Session	
Mon 03/15	6:30 pm	Study Session	
Tues 03/16	6:30 pm	Regular Meeting	
April 2010			
Tues 04/06	6:30 pm	Regular Council Meeting	Public Hearing/First Reading: Pre Annexation Zoning Klahanie Park First Reading: Klahanie Park Annexation
Tues 04/13	6:30 pm	Study Session	
Mon 04/19	6:30 pm	Study Session	
Tues 04/20	6:30 pm	Regular Meeting	Public Hearing/Second Reading: Pre Annexation Zoning Klahanie Park Second Reading: Klahanie Park Annexation
May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	
Tues 05/11	6:30 pm	Study Session	
Mon 05/17	6:30 pm	Study Session	
Tues 05/18	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Code Enforcement Code Amendments Presentation: Draft Town Center Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Master Fee Schedule Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study		Code Blocks (second round) CAO Sunset Removal Connectivity Discussion Resolution: Final Acceptance SE 20 th Street Project Discussion: Beaver Lake Park Master Plan Preferred Alternative Resolution: ELSP Project Acceptance	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 29, 2009
RE: Claims for November 3, 2009

	\$ 61,609.09
	9,593.46
	204,636.63
	2,376,369.48
61,609.09 +	
9,593.46 +	
204,636.63 +	
2,376,369.48 +	
2,652,208.66 *	

TOTAL \$ 2,652,208.66

Check # 24844 through #24974

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24844	10/20/2009	ANI	ANI Administrators NW Inc	1,819.94	000000
24845	10/20/2009	FELLINGE	Lee Felling	185.44	000000
24846	10/20/2009	ICMA401	ICMA 401	29,600.29	000000
24847	10/20/2009	ICMA401x	ICMA401	4,686.89	000000
24848	10/20/2009	ICMA457	ICMA	9,500.93	000000
24849	10/20/2009	WALAB	Wa State Dept of Labor & Indus	15,815.60	000000

CHECK TOTAL:				\$61,609.09	

Accounts Payable
Computer Check Register Totals

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24850	10/28/2009	BOFAPC	Bank of America Petty Cash	379.63	000000
24851	10/28/2009	US BANK	U. S. Bank Corp Payment System	9,213.83	000000

CHECK TOTAL:				\$9,593.46	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24852	11/03/2009	ALDWORTH	Kurt Aldworth	78.00	000000
24853	11/03/2009	APWA	American Public Works Assoc	1,476.00	000000
24854	11/03/2009	ARTECHE	Emily Arteche	15.49	000000
24855	11/03/2009	AT&TMOBI	AT&T Mobility	284.63	000000
24856	11/03/2009	ATHLETES	Athletes for Kids	2,500.00	000000
24857	11/03/2009	ATTLONG	AT&T	67.66	000000
24858	11/03/2009	BLUEK	Blue K Development LLC	2,617.20	000000
24859	11/03/2009	BMC	BMC West	77.13	000000
24860	11/03/2009	BURLINGA	Joan Burlingame	30.00	000000
24861	11/03/2009	BURNSTEV	Steve Burnstead Construction	7,500.00	000000
24862	11/03/2009	CADMAN	Cadman, Inc.	4,942.44	000000
24863	11/03/2009	CARTRIDG	Cartridge World	851.10	000000
24864	11/03/2009	CEZAR	Susan Cezar	28.00	000000
24865	11/03/2009	CHANEY	Rebecca Chaney	2,560.00	000000
24866	11/03/2009	CNR	CNR Inc	615.44	000000
24867	11/03/2009	COMCAST2	COMCAST	99.95	000000
24868	11/03/2009	COMPLETE	The Complete Line	136.37	000000
24869	11/03/2009	DUNHAM	Marlene Dunham	20.00	000000
24870	11/03/2009	EASTEQ	Eastside Equipment & Marine	832.78	000000
24871	11/03/2009	ENCOMPAS	Encompass	1,700.00	000000
24872	11/03/2009	ENGBUS	The Wide Format Company	1,324.95	000000
24873	11/03/2009	EVSAN	Evergreen Sanitation, Inc	1,534.10	000000
24874	11/03/2009	EWINGIRR	Ewing Irrigation	3,998.99	000000
24875	11/03/2009	FAITH	Faith In Action	2,500.00	000000
24876	11/03/2009	FELLINGE	Lee Felling	221.40	000000
24877	11/03/2009	FRYOUTH	Friends Of Youth	2,500.00	000000
24878	11/03/2009	GARWOOD	Rob Garwood	15.00	000000
24879	11/03/2009	GIANINI	Chris Gianini	25.00	000000
24880	11/03/2009	HANDLOS	Lynne Handlos	30.00	000000
24881	11/03/2009	HDFOWL	H. D. Fowler Company	2,772.93	000000
24882	11/03/2009	HOWARD	Lyman Howard	156.53	000000
24883	11/03/2009	ICEMACHI	Ice Machine Factory	1,800.00	000000
24884	11/03/2009	INTEGRA	Integra Telecom	7,780.96	000000
24885	11/03/2009	ISSAQ1	Issaquah Press, Inc.	952.50	000000
24886	11/03/2009	ISSAUTO	Issaquah Auto Tech, Inc	1,039.11	000000
24887	11/03/2009	ISSCITY	City Of Issaquah	3,653.75	000000
24888	11/03/2009	KCBLANK	King County Finance	3,900.00	000000
24889	11/03/2009	KCRADIO	King Cty Radio Comm Svcs	206.49	000000
24890	11/03/2009	LAKESIDE	Lakeside Industries	542.59	000000
24891	11/03/2009	LESSCHWA	Les Schwab Tire Center	145.95	000000
24892	11/03/2009	MATTHIAS	Michael Matthias	28.93	000000
24893	11/03/2009	MICRO	Microflex, Inc.	57.05	000000
24894	11/03/2009	MINUTE	Minuteman Press	26.51	000000
24895	11/03/2009	MOTOR	Motor Trucks, Inc.	6,060.87	000000
24896	11/03/2009	NAMI	NAMI Eastside	1,250.00	000000
24897	11/03/2009	NESAM	NE Sammamish Sewer & Water	186.90	000000
24898	11/03/2009	NINTEMAN	Sara Ninteman	42.30	000000
24899	11/03/2009	NWETC	NW Environmental Training Ctr	395.00	000000
24900	11/03/2009	NWLSVC	NW Landscape Service	695.33	000000
24901	11/03/2009	NWWeath	NW Weathernet	275.00	000000
24902	11/03/2009	OGDEN	Ogden Murphy Wallace PLLC	110.58	000000
24903	11/03/2009	OMWBE	Office of Minority & Women's Business Enterprises	200.00	000000
24904	11/03/2009	PACE	Pace Engineers, Inc.	2,876.71	000000
24905	11/03/2009	PACPLANT	Pacific Plants	2,678.92	000000
24906	11/03/2009	PERFORMA	Performance Journeys, Inc	9,000.00	000000
24907	11/03/2009	PERRON	Scott Perron	28.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Mo#ther</u>
24908	11/03/2009	PSI	Puget Sound Instrument	585.28	000000
24909	11/03/2009	QUICK	Quick & Easy Concrete, Inc	383.25	000000
24910	11/03/2009	QWEST	QWEST	162.06	000000
24911	11/03/2009	RAINIER	Rainier Wood Recyclers Inc	80.50	000000
24912	11/03/2009	RENTME	Rent Me Storage, LLC	284.70	000000
24913	11/03/2009	REPROGRA	Reprographics NW Inc	2,820.12	000000
24914	11/03/2009	RICHARDS	Jessi Richardson	267.00	000000
24915	11/03/2009	ROSSCARO	Carol Ross	730.17	000000
24916	11/03/2009	SAM	Sammamish Plateau Water Sewer	39,122.05	000000
24917	11/03/2009	SAMCHAMB	Sammamish Chamber of Commerce	75.00	000000
24918	11/03/2009	SEATIM	Seattle Times	399.92	000000
24919	11/03/2009	SEQUOYAH	Sequoyah Electric, LLC	1,477.32	000000
24920	11/03/2009	SITE	Site Workshop	3,100.00	000000
24921	11/03/2009	SPRAGUE	SPRAGUE	91.98	000000
24922	11/03/2009	SPRINT	Sprint	50.00	000000
24923	11/03/2009	SUBURB	Suburban Cities Association	86.00	000000
24924	11/03/2009	TCF	TCF Architecture	46,780.22	000000
24925	11/03/2009	TLC	Total Landscape Corp	7,270.48	000000
24926	11/03/2009	VIBRANT	Vibrant Plants, Inc.	239.09	000000
24927	11/03/2009	WAAUDIT	Wa State Auditor's Office	5,124.40	000000
24928	11/03/2009	WHITTEN	Nancy Whitten	65.45	000000
24929	11/03/2009	YAKIMA	Yakima County Department of Corrections	7,497.10	000000
24930	11/03/2009	YES	Youth Eastside Services	2,500.00	000000

CHECK TOTAL: \$204,636.63

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24931	11/03/2009	ADVANTAG	Advantage Building Services	4,284.16	000000
24932	11/03/2009	AGRI	AgriShop	86.49	000000
24933	11/03/2009	ANDERSO	Kathleen Anderson	200.00	000000
24934	11/03/2009	BERGERPA	Berger Partnership	10,393.47	000000
24935	11/03/2009	BRENNAN	J. A. Brennan Assoc.	3,000.00	000000
24936	11/03/2009	CASTURF	Cascade Turf	653.05	000000
24937	11/03/2009	CDK	CDK Construction Services	118,770.52	000000
24938	11/03/2009	CECCANTI	Ceccanti, Inc	1,770,068.05	000000
24939	11/03/2009	EASTFIRE	Eastside Fire & Rescue	831.11	000000
24940	11/03/2009	EVANS	David Evans & Associates, Inc	8,430.64	000000
24941	11/03/2009	GLOVER	Lauretta Glover	250.00	000000
24942	11/03/2009	GUARDIAN	Guardian Security	286.89	000000
24943	11/03/2009	HARMS	Michele Harms	400.00	000000
24944	11/03/2009	HOMEDE	Home Depot	2,184.58	000000
24945	11/03/2009	HOOPER	Penny Hooper	250.00	000000
24946	11/03/2009	J3 Mecum	J3 Mecum Engineering Inc	2,026.95	000000
24947	11/03/2009	JOHNSTO	Johnston Architects PLLC	1,377.80	000000
24948	11/03/2009	KCBLANK	King County Finance	31,881.68	000000
24949	11/03/2009	KINGFI	King County Finance A/R	46,615.86	000000
24950	11/03/2009	LAFRANCE	Eric LaFrance	154.55	000000
24951	11/03/2009	NWCASC	Northwest Cascade, Inc.	980.44	000000
24952	11/03/2009	NWPLAY	Northwest Playground Equipment	85.41	000000
24953	11/03/2009	PACPLANT	Pacific Plants	215.17	000000
24954	11/03/2009	perteet	Perteet, Inc.	138,165.42	000000
24955	11/03/2009	PETERSE	Christine Petersen	250.00	000000
24956	11/03/2009	PITTS	Julie Pitts	250.00	000000
24957	11/03/2009	QUICK	Quick & Easy Concrete, Inc	438.00	000000
24958	11/03/2009	RED-E	Red-E Topsoil	657.00	000000
24959	11/03/2009	SAM	Sammamish Plateau Water Sewer	6,440.53	000000
24960	11/03/2009	SERVICE	Service Paper Co	171.30	000000
24961	11/03/2009	SEWALL	Sewall Wetland Consulting Inc	403.50	000000
24962	11/03/2009	SEWELL	Lindsey Sewell	80.00	000000
24963	11/03/2009	SHOPE	Shope Concrete Products	2,413.25	000000
24964	11/03/2009	SPRAGUE	SPRAGUE	91.98	000000
24965	11/03/2009	TILCO	Tilco Vanguard Inc	1,379.70	000000
24966	11/03/2009	TREEFARM	Tree Farm Home Owners Assoc	29,831.12	000000
24967	11/03/2009	UDS	Utility Detection Services LLC	200.00	000000
24968	11/03/2009	UNITRENT	United Rentals NW, Inc	8,733.28	000000
24969	11/03/2009	WADOT	Wa State Dept of Transp	587.51	000000
24970	11/03/2009	WATERSH	The Watershed Company	3,018.65	000000
24971	11/03/2009	WATSON	Watson Asphalt Paving Co	179,484.53	000000
24972	11/03/2009	WAWORK	Washington Workwear Stores Inc	49.26	000000
24973	11/03/2009	WRIGHTLO	Louise Wright	250.00	000000
24974	11/03/2009	WSU	Washington State University	47.63	000000

CHECK TOTAL: \$2,376,369.48

COUNCIL MINUTES

Regular Meeting October 6, 2009

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Don Gerend, Deputy Mayor Jack Barry, Councilmembers Mark Cross, Lee Felling, Kathleen Huckabay, Michele Petitti and Nancy Whitten (left at 9:30 pm).

Councilmembers absent: Councilmember Kathleen Huckabay.

MOTION: Deputy Mayor Barry moved to excuse Councilmember Huckabay. Councilmember Felling seconded. Motion passed unanimously 5-0.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Cub Scout Pack #551 presented the flags and led the pledge.

Public Comment

Dave Augensten, EF & R, 723 212th Avenue SE, Introduced Tom Tull, EF & R. He explained that the International Association of Fire Fighters has been raising money for Muscular Dystrophy since 1954. Sammamish helped raised \$37,000 in the Fill the Boat Campaign.

John Galvin, 432 228th Avenue SE, He warned the Council that if changes are not made, the City will not be able to fund future projects.

Mike Collins 2841 NE Lake Sammamish Parkway NE, He expects staff to present alternatives to the Council regarding the SMP.

Reid Brockway, 167 E. Lake Sammamish Shore Lane NE, Speaking on behalf of the SHO group, he expressed concern over three decisions the Council will be considering tonight. The three areas are: the definition of the ordinary high water mark, the definition of structure and the Urban Conservancy definitions.

Allan Anderson, 1907 E Beaver Lake Drive SE, He supported keeping the Urban Designation in the SMP.

Approval of Agenda

City Manager Ben Yazici explained that the agenda will be revised to allow the Shoreline Master Plan to be the first topic on the agenda followed by everything else. The approval for the hybrid vehicle purchase has been delayed to a future meeting. The ordinance amending the Parks Commission terms should also be removed from the Consent Agenda and placed under New Business.

MOTION: Deputy Mayor Barry moved to amend the agenda by removing Item 9 Ordinance modifying Park Commission terms as well as including the changes mentioned by the City Manager . Councilmember Petitti seconded. Motion carried unanimously 6-0.

Student Liaison Report

Skyline Student Liaisons (*Casey Cunningham*) Homecoming was last weekend. They played a California team the week before which was on national television. They will be hosting a blood drive next week. She also spoke in support of an electronic reader at the high schools.

Eastlake Student Liaison (*Maddie March*): Wednesday was Unplugged. There were 15 acts. Eastlake plays Skyline Friday. Homecoming will happen on October 19. Fall music concert will be October 21.

Proclamations/Presentations

- **Presentation: International City/County Managers Association Performance Measure Award**

Assistant City Manager/Finance Director Lyman Howard presented the council with this award.

Consent Calendar

- Payroll for pay period ending September 15, 2009 for pay date September 18, 2009 in the amount of \$253,725.90
- Payroll for pay period ending September 30, 2009 for a pay date October 5, 2009 in the amount of \$245,115.31

Approval: Claims for period ending October 6, 2009 in the amount of \$3,565,702.57 for check No. 24594 through check No. 24729

Resolution: Accepting The Emergency Am Radio System Project As Complete

Resolution: Granting Final Plat Approval To The Plat Of The Woods At Beaver Lake Subdivision

Approval: September 1, 2009 Regular Meeting Minutes

Approval: September 8, 2009 Special Meeting Minutes

Approval: September 14, 2009 Study Session Notes

Approval: September 15, 2009 Regular Meeting Minutes

Resolution: Setting A Public Hearing Date, Time And Place To Consider The Vacation Of A Portion Of Unopened Thomas Alexander Road (Aka County Road No. 867 And Old Monohan Road)

Amendment: Pavement Management Systems/NW Management Systems

MOTION: To approve consent calendar. Motion carried unanimously 6-0.

Unfinished Business

Ordinance: Adopting The 2009 Sammamish Shoreline Master Program And Replacing The King County Shoreline Master Program Adopted By King County Ordinance 3688; Amending The City Of Sammamish Comprehensive Plan; Adopting Shoreline Maps; And Codifying The Shoreline Master Program Into Title 25 Of The Sammamish Municipal Code (see original bill #14 for packet materials)

Ordinance Of The City Of Sammamish, Washington, Amending Chapter 21a.50 (Environmentally Critical Areas), Of The Sammamish Municipal Code (see original bill #14 for packet materials)

Mr. Gurol gave a short PowerPoint presentation (*available on the city website at www.ci.sammamish.wa.us*) (31.20)

Table C

Topic 4: Docks and Moorage Structures/Boat Launches

C-1 (25.07.050[2]): Councilmember Petitti moved to clarify allowable dock length by adding the language to say “8 foot depth and 80 foot length for Pine and Beaver Lake. Councilmember Fellingse seconded. Motion carried unanimously 6-0.

Topic 20: Loose Ends

C-2 (25.02.010): Councilmember Petitti moved to use the State’s definition of grading: Grading means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land (WAC 173-26-020). Councilmember Fellingse seconded. Motion carried unanimously 6-0.

C-3 (25.06.020): Consensus was reached to change the section to read as follows: Exterior lighting shall not shine directly onto the water. Permanently installed exterior lighting shall include full cut off devices such that glare or direct illumination on the lake is minimized.

Staff recommendation to reinstate the Urban Conservancy designation for the following reasons: Continuity with Planning Commission public process, property characteristics consistent with Urban Conservancy from the state menu of designations, retention (with revised standards) helps meet no net loss requirement and it continues incentive qualification for the Public Benefit Rating System for property owners. Staff recommends that the Urban Conservancy designation be retained in the plan, and the impervious surface standard should be revised from 55% to 40% for the Urban Conservancy areas.

MOTION: Councilmember Cross moved to reinstate the Urban Conservancy designation and reduce impervious surface requirement from 55% to 40%. Councilmember Whitten seconded. Motion carried unanimously 6-0.

Specific Requests for Shoreline Designation Changes

The Planning Commission recommended not approving on the requested changes. Mr. Gurol explained that, with the previous changes the Council has made to the SMP, these properties owners would now be able to accomplish their goals under the Urban Conservancy designation and staff recommends no change to the current designations.

The following property owners requested a change from Conservancy/Urban Conservancy to Shoreline Residential:

Donald Barnett	2920 East Lake Sammamish Parkway
Beth Nelson	Vacant property Lake Sammamish
Michael Pizzo	3123 E Lake Sammamish Parkway
Walter Kaczynski	1310 West Beaver Lake Drive
Donald Renbarger	1302 West Beaver Lake Drive

The following property owners requested a change from Rural/Urban Conservancy to Shoreline Residential:

Alan Pascal	1501 East Beaver Lake Drive SE
Derald Lo	21520 SE 28 th Lane Pine Lake
Pine Brook Meadows subdivision	open space Pine Lake

MOTION: Councilmember Cross moved to accept the Planning Commission recommendation by retaining the Urban Conservancy designation on the above listed properties. Councilmember Petitti seconded motion carried 6-0.

Staff recommends adopting the Sammamish Municipal Code 21A.15.1255 definition of “Structure” which is as follows: “Structure” means anything permanently constructed in or on the ground, or over the water, excluding fences six feet or less in height, uncovered decks less than 18 inches above grade, uncovered paved areas and structural or nonstructural fill.

Council reached consensus on using the SMC definition of “Structure”.

Consensus was reached to amend 25.06.020(8)(e) to read as follows: Structures, decks and paved areas within the Vegetation Enhancement Area may only be located within the Active Use Area.

25.07.080(2)(b): Mr. Gurol explained that staff felt there should be some additional language to clarify that non-fixed landscaping features are not regulated: single and clustered rocks used in landscaping, birdhouses, and ~~temporary non-fixed~~ items such as party tents, umbrellas, outdoor furniture, and garden boxes, planters, and ~~temporary~~-trellises.

MOTION: Councilmember Petitti moved to to add the additional clarifying language without the addition of pervious paved areas. Councilmember Cross seconded. Motion carried 5-1 with Councilmember Whitten dissenting.

MOTION: Councilmember Felling moved to adopt Table A as amended. Councilmember Petitti seconded. Motion carried unanimously 4-2 with Councilmember Whitten and Cross dissenting.

MOTION: Councilmember Felling moved to approve Table B as presented. Councilmember Petitti seconded:

AMENDMENT: Councilmember Cross moved to retain the “and processes” language (“ecological functions and processes”) in B-14 -25.04.010(7)(a),25.04.020(2)(a), 25.04.020(5)(g), 25.07.020(3)(b), 25.07.070(1)(a), 25.08.050(6) and B-15 (25.04.010(2)(d). Councilmember Whitten seconded. Motion failed 3-3 with Councilmembers Cross, Whitten and Petitti dissenting.

AMENDMENT: Councilmember Cross moved to eliminate the word “new” in B-24 – 25.01, and in B-25 – 25.01.030(4). Councilmember Whitten seconded. Motion carried 6-0.

MAIN MOTION: Table B is approved as amended 6-0.

MOTION: Councilmember Cross moved to incorporated the changes as proposed by the SHO Group SMP, including the staff margin notes. Councilmember Whitten seconded. Motion passed unanimously 6-0.

Ordinance Of The City Of Sammamish, Washington, Amending Chapter 21a.50 (Environmentally Critical Areas), Of The Sammamish Municipal Code

MOTION: Councilmember Petitti moved to adopt the ordinance amending Chapter 21A.com of the Sammamish Municipal Code. Councilmember Cross seconded. Motion carried unanimously 6-0 (O2009-264).

MOTION: Councilmember Felling moved to adopt the ordinance approving the Shoreline Master Plan as amended. Councilmember Petitti seconded. Motion carried unanimously 6-0 (O2009-265).

Public Hearing

Ordinance: First Reading Amending the Sign Code

Tom Vance, Planning Commissioner presented the Planning Commission recommendation on amending the sign code. The Planning Commission supported the “No Action” alternative for the following reasons: They felt any changes to the sign code should be part of a comprehensive revision of the code. The changes should be reviewed with legal before making this very limited amendment to the sign. They were also concerned about the number of these signs, there would be many of them and they are also within the proposed Town Center site and should conform with TC development regulations.

Public Hearing opened at 9:05 pm.

Public Comment

Heidi Fedore, Assistant Principal Skyline High School, She spoke in favor of the amending the sign code to allow electronic signs at the high schools only.

Daryl Paxman, PTA Board Eastlake High School, He spoke in favor of the sign code amendment.

Greg Reynolds, 4329 210th Place NE, He spoke in favor of the sign code amendment.

Laura Franklin, 20412 NE 25th Street, She spoke in favor of the sign code amendment.

Caroline Brown, 1920 218 Lane SE, She spoke in favor of the sign code amendment.

Vanessa Martinez, She spoke in favor of the sign code amendment.

Dane Gorman, 2923 202nd Place SE, She spoke in favor of the sign code amendment.

John James, 21603 NE 24th Street, He spoke in favor of the sign code amendment.

Public Hearing was continued to October 20, 2009 at 9:30 pm.

Resolution: Adopting An Updated Six-Year Transportation Improvement Plan For 2010-2015

Senior Transportation Engineer Jeff Braun gave a short PowerPoint presentation (*available on the city website at www.ci.sammamish.wa.us*).

Public Hearing opened at 10:00 pm. No public comment was received. Public Hearing closed at 10:01 pm.

MOTION: Councilmember Petitti moved to adopt the resolution updating the Six-Year Transportation Improvement Plan for 2010-2015. Councilmember Felling seconded. Motion carried unanimously 5-0 (R2009-388)

New Business

Ordinance: First Reading Modifying The Terms Of The Members Of The Parks And Recreation Commission, Removing Alternate Positions From The Commission And

City Manager Ben Yazici gave the staff report. The goal of this amendment is to bring the size of the commission and the terms lengths in line with other commissions. It also allows the flexibility to appoint a member to the commission that does not live within the city limits of Sammamish. This is the first reading. No action is required.

Council Reports

Councilmember Petitti reported that there are dead trees in the right of way on 228th by Starbucks. She asked staff to see if there was some way the trees could be used or saved.

City Manager Report

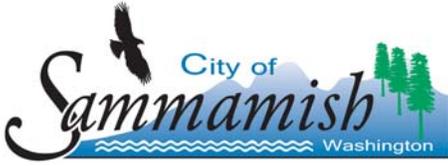
Suburban Cities Association 2010 Nominations to Regional Committees and Boards. These nominations will be made at the October 20, 2009 Council meeting.

Mr. Yazici reported that Sammamish has had conversations with City of Issaquah regarding assuming the Klahanie Park Ball Fields. Issaquah does not have the money or staff to run the park. They would be amenable to removing the ball fields from their Potential Annexation Area so Sammamish could annex it. Staff has met with the Home Owners Association at Klahanie and they were not supportive of Sammamish annexing the fields and would like to keep them as part of the development. These fields may be a good compromise to improving Beaver Lake Park.

Meeting adjourned at 10:30 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



CITY COUNCIL AGENDA BILL

Subject:
On-call contract for Electrical Services

Meeting Date: November 3, 2009

Date Submitted: October 26, 2009

Originating Department: Parks

Clearances:

Action Required:
Authorize the City Manager to execute a contract with Sequoyah Electric LLC for on-call electrical services for city facilities.

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |
| <input checked="" type="checkbox"/> Parks | |

Exhibits:
1. Contract for On-call Electrical Services

Budgeted Amount: 2010 Budget - \$50,000 in various project and maintenance line items (Parks and Public Works.)

Summary Statement:

The Parks and Recreation Department and the Public Works Department desire to enter into a contract for on-call services with Sequoyah Electric LLC for electrical services and maintenance. The contract amount is for \$50,000 and the duration of the agreement is until December 31, 2010. The contract scope will be for electrical services for any city project or purpose. This on-call contract is available for use by all City Departments.

Background:

From time to time during the year, the City is in need of electrical services at City facilities. The City entered into a trial on-call electrical services contract earlier this year

and found this method of service delivery to be very efficient. The desire now, is to enter into a longer-term on-call contract for electrical services.

Sequoyah Electric LLC was selected through a competitive bid selection process using the eCityGov Share Procurement Portal. The contract maximum is not-to-exceed \$50,000 with a contract termination date of December 31, 2010.

Financial Impact:

The total contract amount is not to exceed \$50,000. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute an on-call professional services contract in the amount of \$50,000 with Sequoyah Electric LLC for the City of Sammamish.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: Sequoyah Electric LLC and the City of Sammamish
Project: Electrical Services at City Facilities
Commencing: November 4, 2009
Terminating: December 31, 2010
Amount: Not to Exceed \$50,000.00

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Sequoyah Electric LLC (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for electrical work at city facilities; and

WHEREAS, pursuant to the invitation of the City, extended through Competitive bid, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW, THEREFORE, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear 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, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”. The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$50,000.

The Contractor 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 Contractor for services rendered within ten (10) days after City Council approval.

4. Warranties/Guaranty.

4.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

4.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages.

7.1 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

10. Termination. This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

11. Indemnification/Hold Harmless. The Contractor 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 in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

12. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

13. Waiver. Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

14. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

15. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

16. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

17. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

18. 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 Contractor 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.

19. Notices. Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish
Contact Name: Park Resource Supervisor
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0583

TO CONTRACTOR:

Contractor: Sequoyah Electric LLC
Contact Name: John Ridenour
Address: 15135 NE 92nd Street
Redmond, WA 98052
Phone: (425) 814-5880

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Exhibit "A"
Scope of Services

On-call electrical services according to the rates as shown on the attached proposal from Sequoyah Electric, LLC dated March 19, 2009.



Sequoyah Electric, LLC
 12316 134th Court Northeast
 Redmond, Washington 98052
 (425) 814-8000 MAIN
 (425) 814-8003 FAX

City of Sammamish

March 19, 2009

Attn: Kyle Endelman
 Direct: 425-295-0583
 Cell: 425-531-1279
 Fax: 425-295-0600
 Email: kendelman@ci.sammamish.wa.us

Re: Service Rates.

Service Rates:

Labor Rates:

Day Shift Labor with mark up included and with a service van for the JW, Foreman, and General Forman.

	JW	APPR	FM	GF
Straight Time	\$84.35	\$67	\$90.35	\$97.35
Overtime	\$126.52	\$100.50	\$135.52	\$146.02
Double-Time	\$168.70	\$134.00	\$180.70	\$194.7

Markups: The following markups will apply.

- > Profit @ 5%
- > Overhead @ 15%
- > Tools larger than \$200.00.
- > Equipment.
- > Material.
- > Rentals.
- > Subs.
- > Reimbursable.

Reimbursable: The following is the list of cost items that are considered reimbursable expenses:

- > Engineering.
- > Direct labor and supervision cost including burden, including project managers and shop labor if required.
- > Materials at list.
- > Equipment, supplies, & consumables.
- > Subcontractors, if applicable.
- > Equipment rental fees.
- > B&O Tax & Washington State Tax.
- > Boom trucks and man lifts.
- > Warehouse Deliveries.
- > Courier services, freight and delivery.
- > Permit.



Mr. [Name]
[Date]
Page 2 of 2

Exclusions:

- Engineering. TBD
- Washington sales taxes.

Clarification:

- Our labor rates are subject change do to union labor rate increases per the union labor contract, any raises in rates will be given in writing prior to the increase.
- Our quote is good for 90 days and conditioned on a mutually agreeable contract and schedule.
- Project will have an electrical permit that will be inspected by the governing local electrical jurisdiction.
- One year warranty on Sequoyah supplied materials and labor.

Thank you for considering Sequoyah Electric; we are look forward to working with you on this project. If you have any questions or need additional information, please give me a call.

John C Ridenour

Direct: 425.814.6880
Fax: 425.814.6001
Cell: 425.766.1554

Sequoyah Electric, LLC
15135 NE 92nd Street.
Redmond, WA 98052

Email john.ridenour@sequoyah.com

Web <http://www.sequoyah.com>

EXHIBIT "B"
City of Sammamish
Billing Invoice

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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	

Authorization to Pay: \$
Account Number:
Date:
Approval:

Approved for Payment by: _____ Date: _____

EXHIBIT C
 CITY OF SAMMAMISH
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 295-0500
 FAX: (425) 295-0600

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 Other (explain) Individual/Proprietor

TIN NO: _____

Social Security No.: _____

Print Name: _____

Title: _____

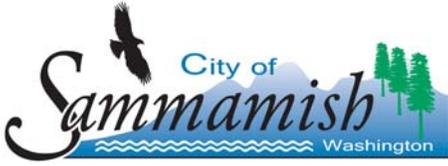
Business Name: _____

Business Address: _____

Business Phone: _____

 Date

 Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

Contract with UpRoar Advertising, Design and Public Relations for graphic design services.

Meeting Date: November 3, 2009

Date Submitted: October 26, 2009

Originating Department: Parks and Recreation

Clearances:

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to execute a contract with UpRoar Advertising, Design and Public Relations for graphic design services.

Exhibits:

1. Contract and Scope of Work

Budgeted Amount: 2010 Budget Allocation - \$20,000 for Graphic Design Services
(Recreation Division)

Summary Statement:

This authorization is for graphic design services for the production of the Parks and Recreation Department Recreation Guide and marketing materials for the summer special events. The recreation guide is mailed directly to Sammamish residents three times per year and includes information on local parks, recreation programs, upcoming special events and other community information. Additional marketing/promotional materials are produced annually prior to the summer special event season. These promotional items may include event posters, pocket schedules and/or large promotional banners.

A Request for Proposals was issued in October 2008 for graphic design services. A total of 20 companies responded to the RFP. UpRoar Advertising, Design and Public Relations (UpRoar) was selected for the project based on experience with similar projects, quality of previous work, and their overall quote for services. An initial contract was awarded to UpRoar in 2008 for graphic design services. City staff have been very satisfied with their work and desire to renew the contract for a second year.

This contract is for graphic design services for a one-year period, with an option to renew for up to one (1) additional year. It should be noted that the design fees did not increase from the previous contracting period.

Background:

The Parks and Recreation Department began publishing a recreation guide over six years ago. The guide was initially published twice per year; in 2008 the Department switched to three publications per year to provide more timely information to the community.

In addition to the recreation guide, the Parks and Recreation Department produces a variety of seasonal marketing pieces in support of the summer special events. The events and the marketing strategy vary from year to year; therefore the marketing materials also may change. Marketing strategies are developed in cooperation with sponsoring agencies on an annual basis.

Financial Impact:

The 2009-10 budget for graphic design services is \$38,000 (\$18,000 in 2009 and \$20,000 in 2010).

The requested authorization amount is \$20,000, which includes a contract with UpRoar for graphic design services for the recreation guide for an amount not to exceed \$15,373.80 (includes W.S.S.T.) The remaining authorized amount of \$4,626.20 will cover additional services performed by UpRoar for the design of the summer special event marketing materials. Additional graphic design services are processed through a discretionary work form as noted in Attachment D of the professional services contract.

Recommended Motion:

Authorize the City Manager to execute a contract with UpRoar for \$15,373.80 to provide graphic design services for the recreation guide and to authorize an additional \$4,626.20 for additional services for the design of the summer special event marketing materials, also to be performed by UpRoar.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: UpRoar Advertising, Design and Public Relations

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and UpRoar Advertising, Design and Public Relations, 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 Contractor 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 Contractor.** The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed: \$15,373.80

Other (describe): _____

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2010. The contract may be renewed for one (1) additional one-year term if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

5. **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 Contractor in connection with the

Exhibit 1

services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

7. Indemnification. The Contractor 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, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. Copyrights. The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. Insurance.

A. The Contractor 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 Contractor, its agents, representatives, or employees.

B. Minimum Scope of Insurance

Contractor 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 Contractor's profession.

C. Minimum Amounts of Insurance

Contractor 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.

Exhibit 1

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. 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 Contractor'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 Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

E. Verification of Coverage

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

A. The Contractor 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 Contractor 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.

11. 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.

12. 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 Contractor pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Contractor 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 Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. The Contractor 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.

Exhibit 1

13. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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.

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

15. **Conflict of Interest.** The Contractor 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 Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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 Contractor 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.

18. **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.

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

UpRoar Advertising, Design and Public Relations
206 – 1st Avenue South, Suite 410
Seattle, WA 98104
(206) 447-5574

20. **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.

21. **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 Contractor, 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.

Exhibit 1

CITY OF SAMMAMISH:

By: _____

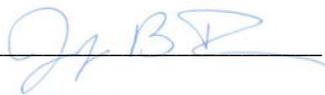
Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By: 

Title: Account Supervisor

Date: 10/29/09

Approved As To Form:

City Attorney

Exhibit 1

Exhibit A City of Sammamish Scope of Services

A. Total Compensation

Total Compensation for this Agreement is not to exceed \$15,373.80 including W.S.S.T.

B. Scope of Services

1. Development of concepts, preparation of design and layout, art direction, production management, and communication with client.
2. Mechanical production of creative work through final art design.
3. Supervision of printing, such as reviewing color proofs and attending press checks.
4. Strategic development and direction through agency-produced creative brief.
5. A project kick-off meeting followed by regular meetings concerning projects, as needed
6. Up to three (3) rounds of creative edits per project.

C. Deliverables:

1. Recreational Guides – Three separate recreational guides, up to 24-pages each, designed in full color, and published three times a year (January, May and August).
2. The City of Sammamish will provide all the necessary content including text and photos for each deliverable.

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
801 - 228th Avenue SE
Sammamish, Washington 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

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
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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 Contractor
 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

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal: _____

Location: _____

Date of Work/Service: _____

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: _____ Phone: _____

To Be Completed by the Contractor:

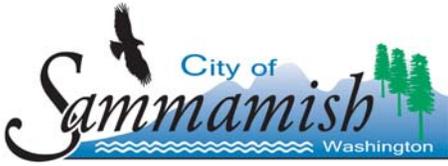
Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____



CITY COUNCIL AGENDA BILL

Subject:
Network Storage Purchase

Meeting Date: 11-03-2009

Date Submitted: 10-26-2009

Originating Department: Finance

Clearances:

Action Required:
Authorize City Manager to award contract to Ivoxy Consulting

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:

Budgeted Amount: \$240,000

Summary Statement:

The storage array will add 6TB of storage to the City's network and add another array for use at a remote site. This will allow us to keep a copy of all of our data off-site and is a key piece in our disaster recovery strategy.

Background: The City is running out of network storage at City Hall, and needs an additional array for use at a remote site. The City went out to bid for two storage arrays and received two bids, with only one bid satisfying the technical requirements.

Ivoxy Consulting \$193,033.86

Financial Impact: \$193,033.86

Recommended Motion:

Award the Network Storage bid to Ivoxy Consulting.



CITY COUNCIL AGENDA BILL

Subject:

Continuation of public hearing to accept testimony on the potential vacation of the unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) Right of Way in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE.

Second reading of right of way vacation Ordinance.

Action Required:

Open continuation of public hearing and accept testimony from the public regarding this right of way vacation proposal. Following testimony, close the public hearing.

Council consideration on second reading of the attached right of way vacation ordinance.

Exhibits:

1. Vicinity map of vacation location
2. Site map of affected property parcels without the vacation of Thomas Alexander Road
3. Site map of affected property parcels with vacation of Thomas Alexander Road
4. Area Map 1 - Base Map
5. Area Map 2 - Base Map with 2007 Aerial Photo
6. Area Map 3 - Base Map with 2007 Aerial Photo & 5 Foot Contours
7. Ordinance (with Attachment A) vacating referenced right-of-way

Meeting Date: November 3, 2009

Date Submitted: October 29, 2009

Originating Department: Public Works

Clearances:

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Budgeted Amount: Not Applicable

Summary Statement:

The City has received 2 separate, complete street right of way vacation request petitions as outlined in Section PWS.05.070 (*Street and Alley Vacation Procedures*) of the City's "Interim Public Works Standards" requesting vacation of a portion of unopened Thomas Alexander Road located easterly of and between the 1100 and 1400 blocks of East Sammamish Parkway SE. These petitions have been filed by the owners of approximately 62% of the property abutting the referenced unopened Thomas Alexander Road right of way located in this area. Staff recommends that rather than consider vacation of only the requested 62% of the referenced Thomas Alexander Road right of way, the Council should consider whether or not to vacate all of the unopened Thomas Alexander Road right of way in this area.

At their October 20, 2009 meeting, the City Council opened the public hearing and received testimony regarding this proposed right of way vacation. The public hearing was continued to the Council's November 3 meeting and the right of way vacation ordinance was considered on first reading. During the discussion regarding this vacation, Council raised a number of questions to which they requested response. The main concerns raised during public comment regarding this proposed right of way vacation included: (1) Retaining the existing access to adjacent properties, and (2) concern for increased development as a result of approval of the requested right of way vacation.

Background:

This unopened Thomas Alexander Road right of way runs through wetland and steep slope areas and their associated buffers. This section of right of way is approximately 830 feet in length and lies on the east side of East Lake Sammamish Parkway SE in this area. The right of way is essentially a short, unneeded, duplicative East Lake Sammamish Parkway right of way in this area.

At their October 20, 2009 meeting, the public and City Council asked several questions. Following is staff's response to those questions:

- ***Will vacation of this Thomas Alexander Road right of way provide more developable property for the applicant?*** No. The right of way to be vacated is fully encumbered by wetlands, steep slopes and their associated buffers. The City's "net density" regulations would subtract this area from the allowable developable property whether it is city right of way or private property.
- ***Will the existing driveway access across the applicant's property to Assessors Parcel Nos. 0624069002 and 0524069029 be maintained if the right of way vacation is granted?*** Yes. This existing driveway has been surveyed by the applicant and found to cross applicant's Assessor Parcel No. 0624069041. The applicant has agreed to grant and record an access easement for this existing driveway in its existing location in favor of those properties now using it for access to their property. This easement would also include access across the vacated Thomas Alexander Road right of way as necessary.

- ***What does the proposed Boundary Line Adjustment (BLA) related to the applicant's two parcels look like?*** The layout of these two parcels before and after the right of way vacation is shown on Exhibits 2 & 3 attached to this Agenda Bill.
- ***How many homes can be accessed from Thomas Alexander Road if it is vacated vs. if it remains city right of way?*** The City's Public Works Standard PWS.15.090.A.1. states that no more than four (4) dwelling units on separate parcels may be served by a private street. If Thomas Alexander Road is vacated, this is this standard would apply to the remaining access. The applicant's current Boundary Line Adjustment proposal would result in a total of four (4) dwelling units (3 existing units and 1 new unit) on separate parcels using the existing driveway access – the maximum allowed by the City's current Public Works Standards. If Thomas Alexander Road remained city right of way and were developed as a public street, disregarding any other factors, the number of dwelling units that could use it for access would be limited only by the density of the accessed property which in this case is R-6 zoned property. As additional background information regarding the number of lots that the applicant's property could accommodate under the condition where Thomas Alexander Road remains a public street, the previous owner of this property had proposed a 10 lot plat for this same property.
- ***What does the broader access picture to properties in this area look like and how is it affected by vacation of this Thomas Alexander Road right of way?*** In general, access to the properties to the east of this area is going to be challenging at best. This is because the area to the east of East Lake Sammamish Parkway over to 212th Avenue SE contains many areas of erosion hazard areas near sensitive water bodies (formerly known as SO 190 areas), wetlands, steep slopes, creeks (Ebright, Pine Lake and Kanim Creeks) and their associated buffers. It is very likely that these topographical and environmental constraints will result in the area east of East Lake Sammamish Parkway, south of SE 8th Street, west of 212th Avenue SE and north of SE 24th Street being accessed by a series of cul-de-sac and/or loop type streets rather than by very many through streets. Because of the three creeks in this area it is very likely that no roadway connection will be made between East Lake Sammamish Parkway and 212th Avenue SE in this area. The existing zoning in the vast majority of this area is R-1. In looking at the topography, creeks, wetlands, steep slopes, zoning and existing roadway network in this area, it is staff's conclusion that the unopened portion of Thomas Alexander Road being requested for vacation is not necessary for, nor would it play a role in, any overall future roadway network connection in this area.

Three attachments (Exhibits 3, 4 & 5) have been included with this Agenda Bill showing the broader area that might be associated with the discussion of this right of way vacation request. These attachments show three different views of the area of the city lying east of East Lake Sammamish Parkway, south of SE 8th Street, west of 212th Avenue SE and north of SE 24th Street. There is a base map

showing the street and parcel layout, a base map which includes an overlay of the 2007 aerial photo of this area and a base map with the 2007 aerial photo and 5 foot contours.

Staff has scheduled a Friday, October 30th, afternoon meeting with property owners most directly affected by this proposed right of way vacation to discuss their concerns related to the vacation. Results from this meeting will be provided to the City Council at the November 3rd Council meeting.

Based on input received by staff at the time of writing this agenda bill, staff recommends that the City Council approval of this street right-of-way vacation. Since this is currently unopened right-of-way, the City's Police and Fire Departments have no concerns with approval of this right-of-way vacation proposal. Power, telephone and cable utilities have been notified of this right-of-way vacation proposal and have indicated no concerns with it. There are currently no public water or sewer facilities located within this right of way. The above discussed factors make future opening and improvement of this right-of-way as a City street extremely unlikely. Public Works staff supports approval of this right-of-way vacation proposal.

Financial Impact:

Not applicable. Though State law would allow the City to charge up to the full appraised value of the property to be vacated, staff feels for the City to do so in this case would be unfair. From the available record, it appears that all along the intent was for the dedication of only a single 60-foot wide roadway right-of-way across the properties in this area. It is clear that only a single roadway right-of-way is necessary for the public improvements required in this area. Yet, in this case, two separate rights-of-way have been dedicated for public use. Since this "extra" right-of-way was dedicated to the public at no cost, staff feels the appropriate and fair thing to do is to return the unnecessary right of way to the current property owners at no cost.

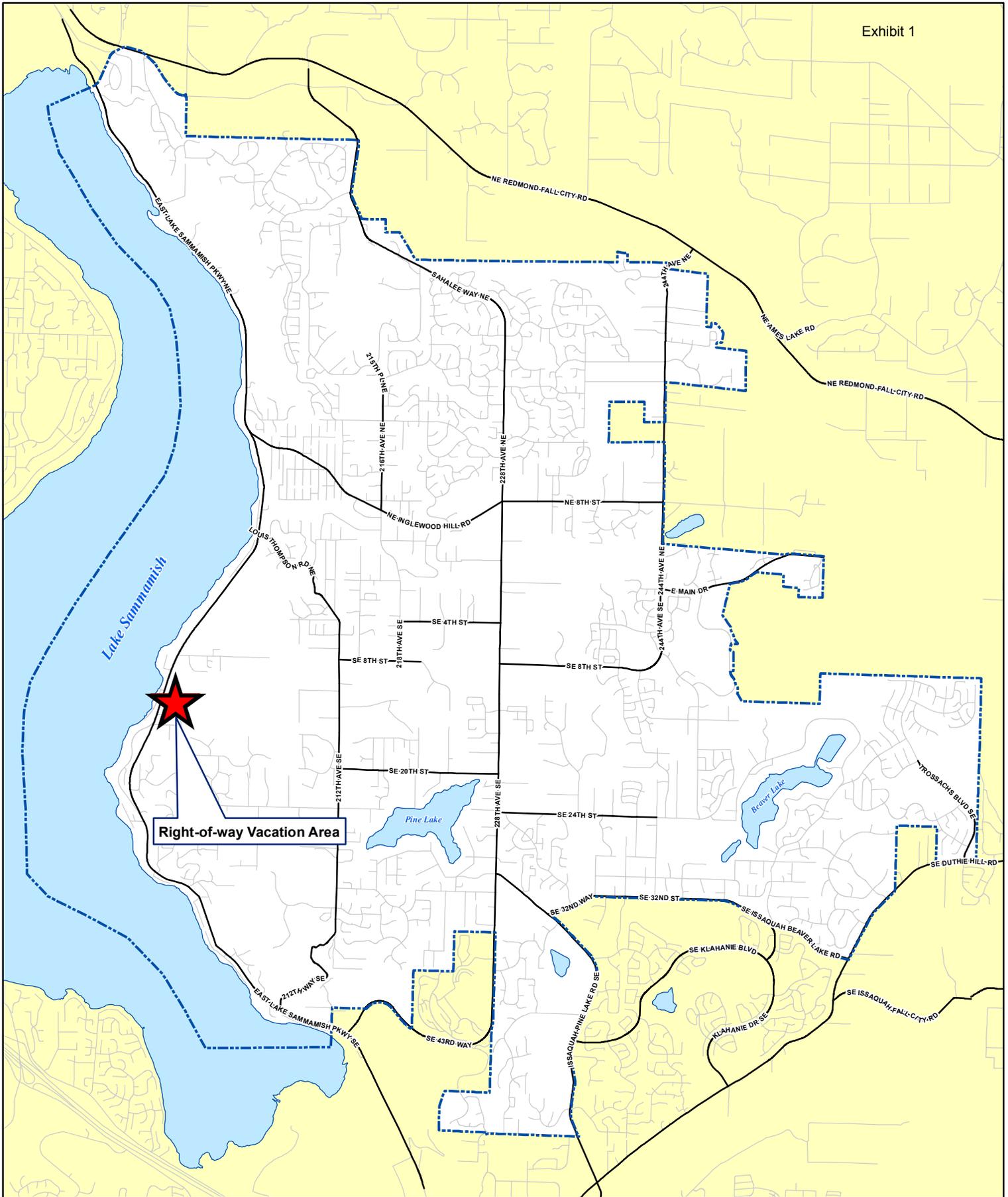
Vacating this right of way at no cost to the abutting property owners in this case would be consistent with the Council's decision in June 2007 to vacate a duplicative portion of unopened Old Beaver Lake Road right of way at no cost to adjacent property owners under similar circumstances.

Recommended Motion:

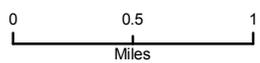
Tonight's action is the continued public hearing and second reading of an Ordinance vacating the referenced unopened street right of way.

Tonight, the Council should open the continued public hearing on this right of way vacation proposal, hear testimony from the public and then close the public hearing. Following closure of the public hearing, the Council should discuss the merits of adoption of the Ordinance vacating the herein described unopened Thomas Alexander Road right of way.

Staff's recommendation is that the Council move to adopt Ordinance No. 02009-_____ vacating the herein described unopened portion of Thomas Alexander Road.



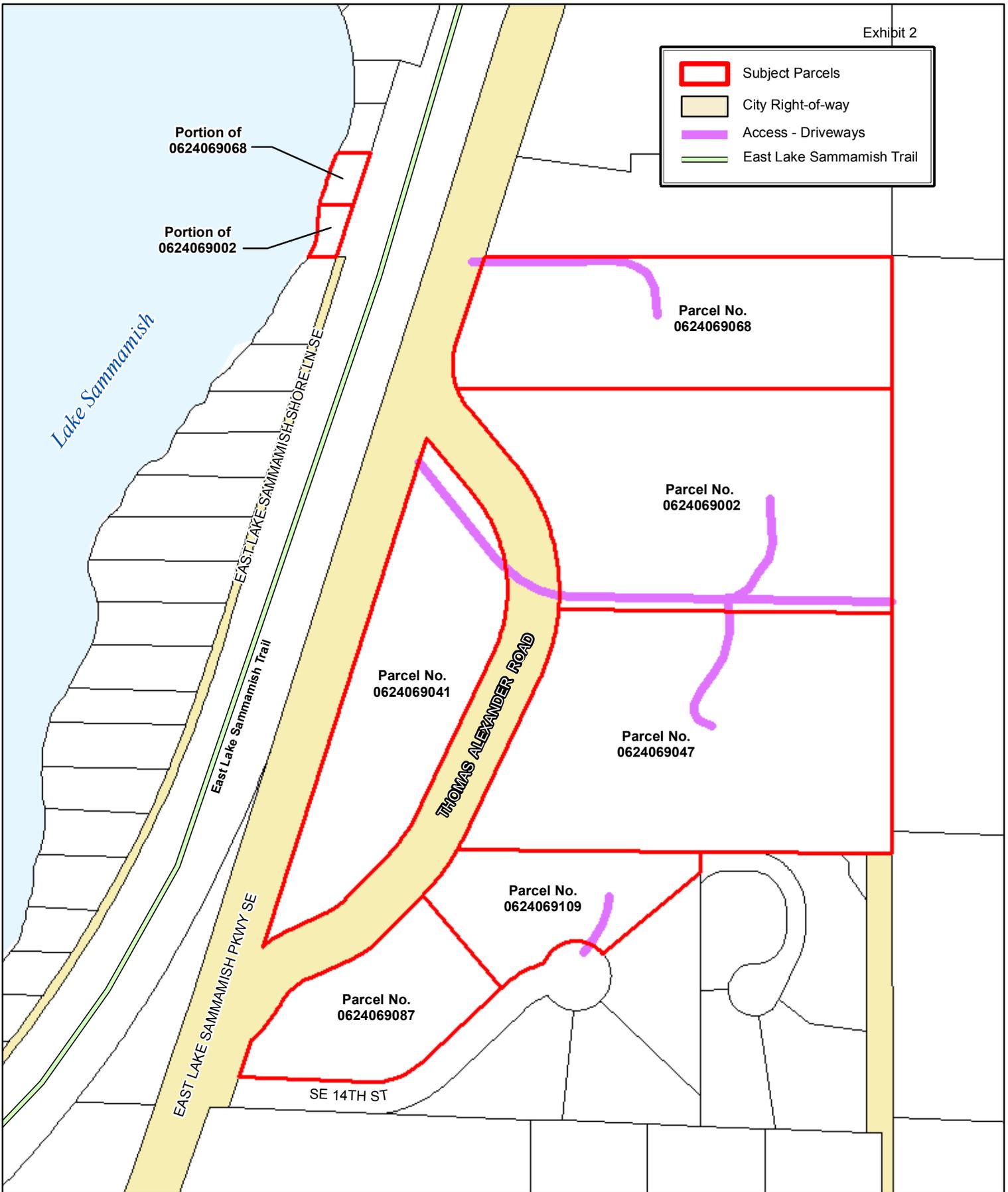
Right-of-way Vacation Area



RIGHT-OF-WAY VACATION
Thomas Alexander Road
VICINITY MAP

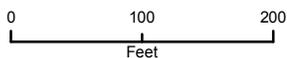


	Subject Parcels
	City Right-of-way
	Access - Driveways
	East Lake Sammamish Trail

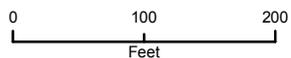
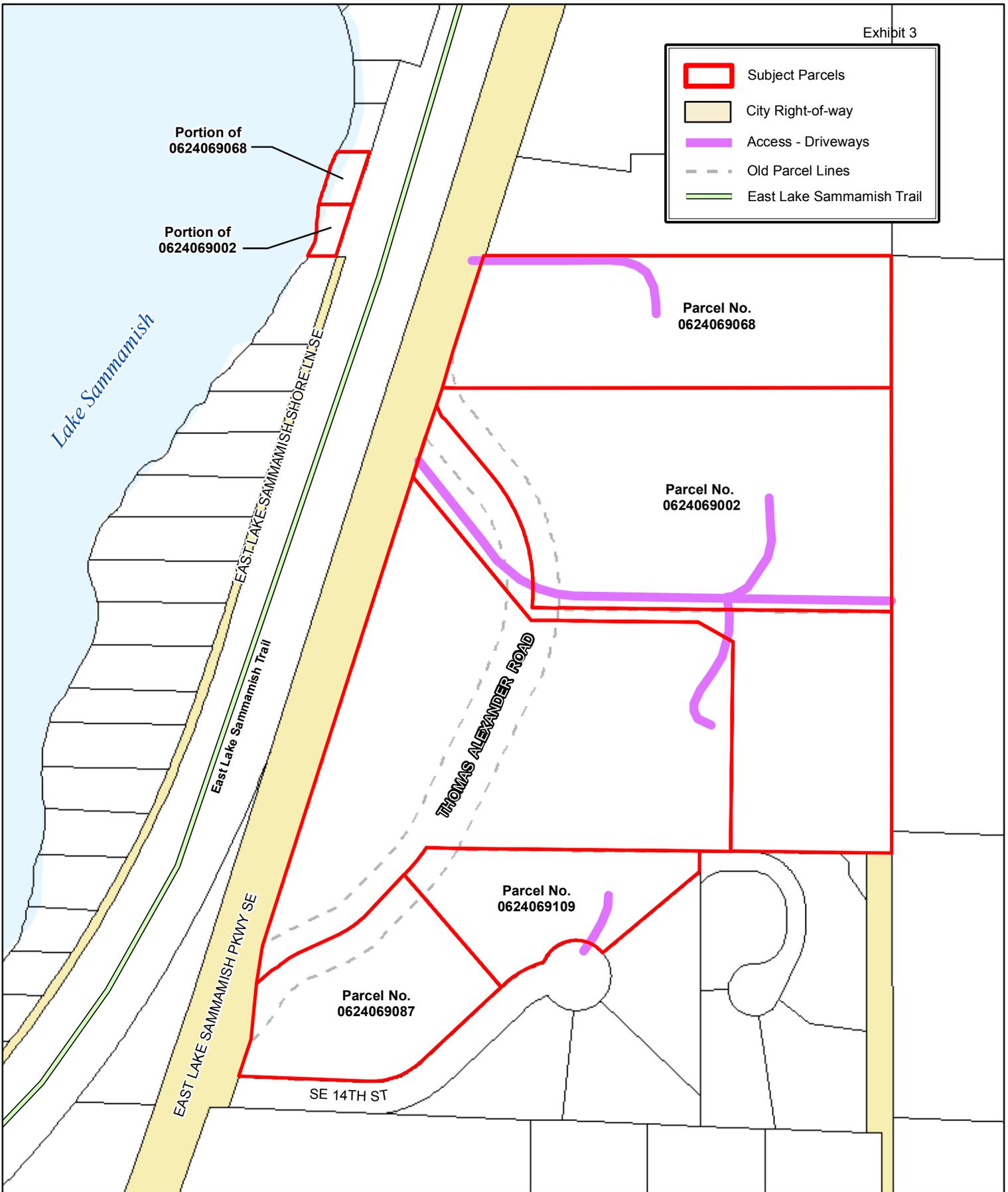


EXISTING RIGHT-OF-WAY & PARCEL BOUNDARIES

Thomas Alexander Road



	Subject Parcels
	City Right-of-way
	Access - Driveways
	Old Parcel Lines
	East Lake Sammamish Trail



**PARCEL BOUNDARIES WITH RIGHT-OF-WAY VACATION
& BOUNDARY LINE ADJUSTMENT**

Thomas Alexander Road





COMMENTS: Area east of ELSP, south of SE 8th Street, west of 212th Avenue SE and north of SE 24th Street.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



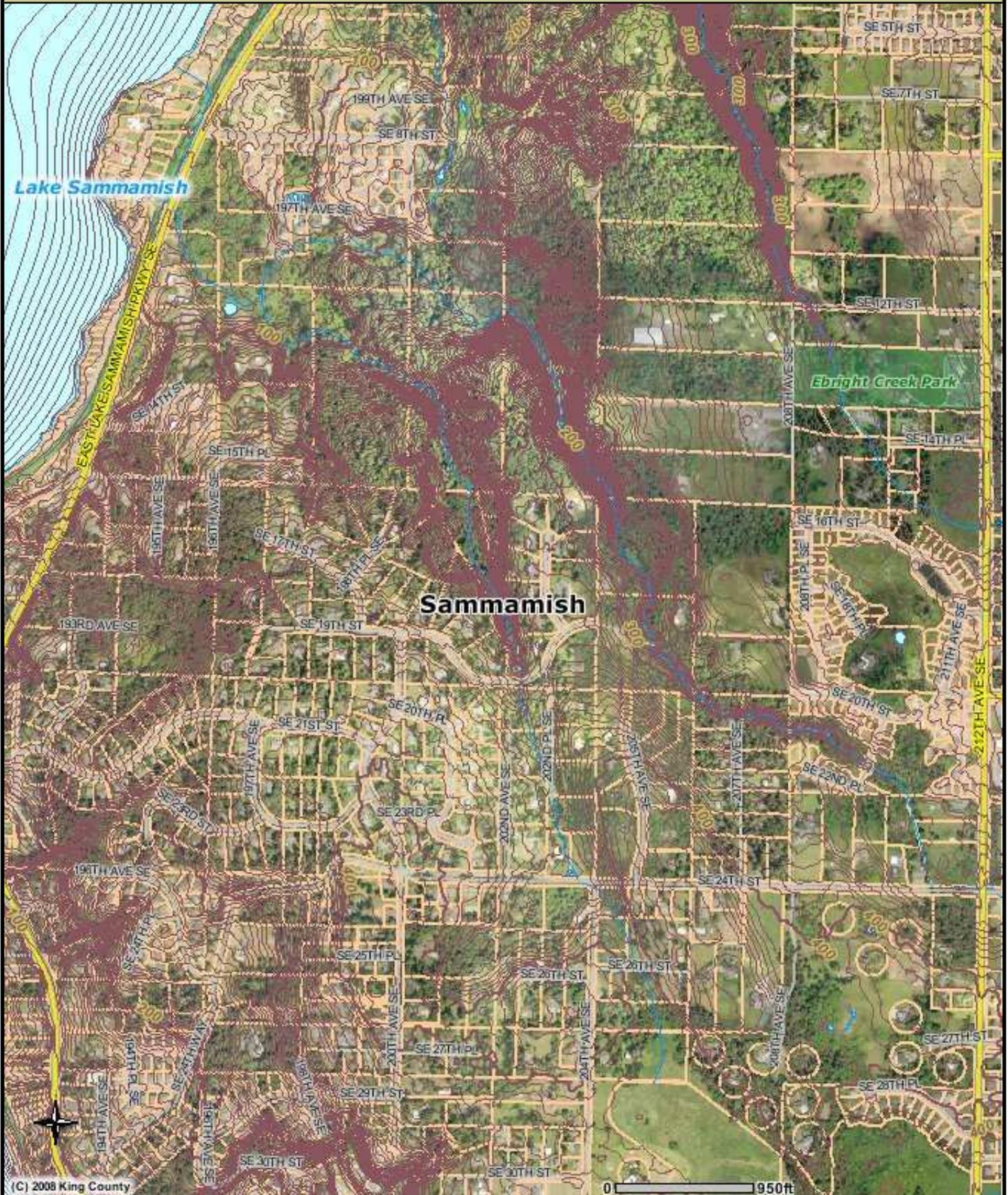


(C) 2008 King County

COMMENTS: Area east of ELSP, south of SE 8th Street, west of 212th Avenue SE and north of SE 24th Street with 2007 aerial photo and 5 foot contours.

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COMMENTS: Area east of ELSP, south of SE 8th Street, west of 212th Avenue SE and north of SE 24th Street with 2007 aerial photo and with 5 foot contours.

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**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2009-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, VACATING A PORTION OF UNOPENED
THOMAS ALEXANDER ROAD (AKA COUNTY ROAD No.
867 AND AKA OLD MONOHAN ROAD)**

WHEREAS, on September 15, 2009 and October 6, 2009, the Sammamish City Council adopted Resolution Nos. R2009-382 and R2009-388, respectively, initiating consideration of vacation of the remaining known portions of unopened Thomas Alexander Road (aka County Road No. 867 and aka Old Monohan Road) lying easterly of and between the 1100 through 1400 blocks of East Lake Sammamish Parkway SE (further described hereinafter); and

WHEREAS, on October 20, 2009 a public hearing was held and public testimony taken regarding vacation of said unopened street right of way; and

WHEREAS, said October 20, 2009 public hearing was continued to November 3, 2009 at which time additional public testimony was taken regarding vacation of said unopened street right of way; and

WHEREAS, the owners of Assessor's Parcel No. 0624069041 have agreed to execute an access easement in favor of Assessor's Parcel Nos. 0624069002 and 0524069029 across said Parcel No. 0624069041, as well as across their portion of the herein vacated Thomas Alexander Road; and

WHEREAS, the Council finds there are sufficient grounds for the vacation of said portions of City right-of-way, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are hereby vacated:

THAT PORTION OF UNOPENED THOMAS ALEXANDER ROAD SE (AKA COUNTY ROAD NO. 867 AND AKA OLD MONOHAN ROAD) LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY MARGIN OF OPEN AND IMPROVED EAST LAKE SAMMAMISH PARKWAY SE AND BEING FURTHER DESCRIBED AS BEING LOCATED IN THE 1100 THROUGH 1400 BLOCKS OF EAST LAKE SAMMAMISH PARKWAY SE ADJACENT TO THE

FOLLOWING PROPERTIES:

KING COUNTY ASSESSOR'S PARCEL NOS. 0624069087, 0624069109, 0624069047, 0624069002, 0624069068 AND 0624069041, ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENT A.

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 3RD DAY OF NOVEMBER 2009.

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

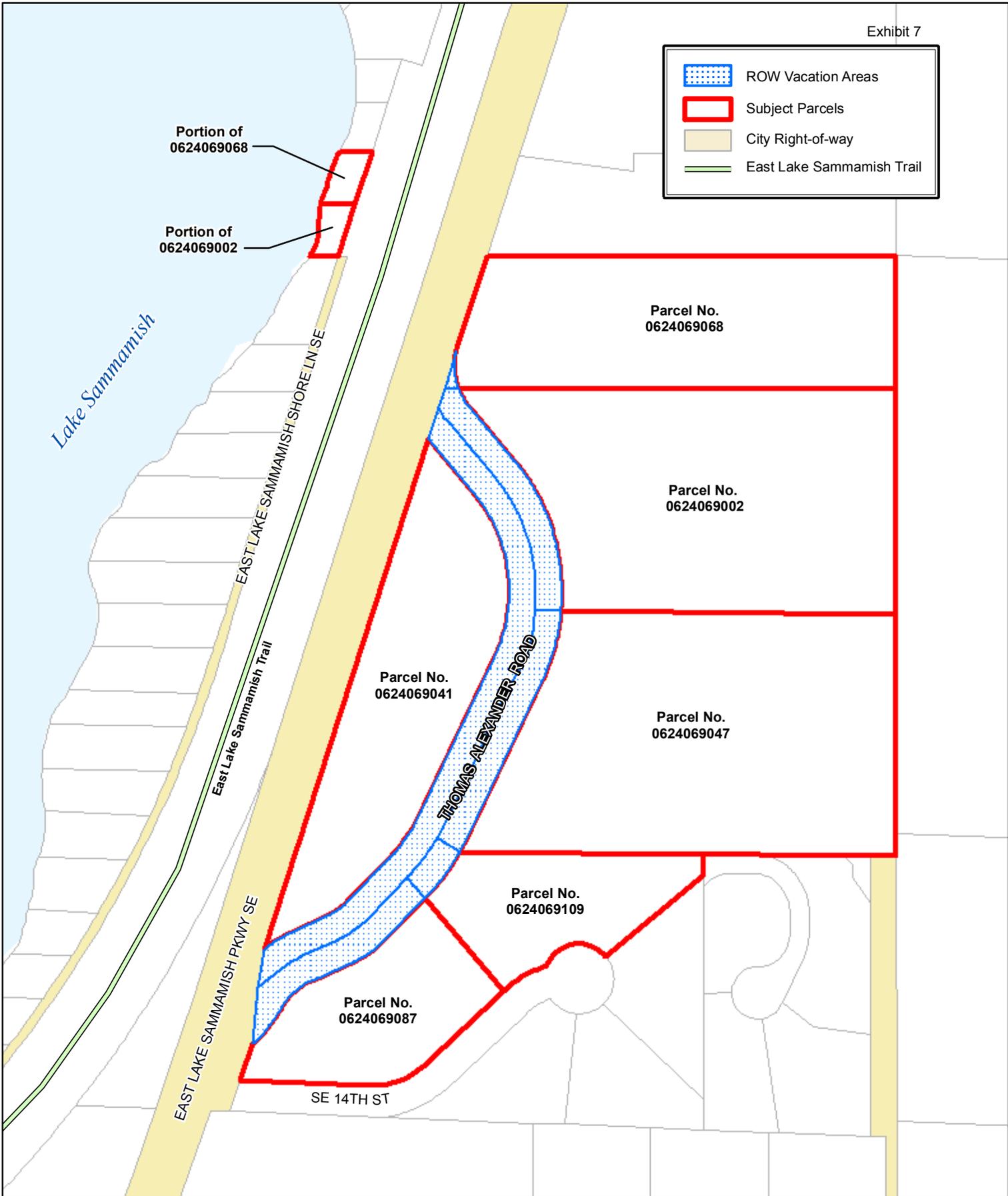
Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 29, 2009
Passed by the City Council:	November 3, 2009
Date of Publication:	_____
Effective Date:	_____

	ROW Vacation Areas
	Subject Parcels
	City Right-of-way
	East Lake Sammamish Trail



Portion of 0624069068

Portion of 0624069002

Parcel No. 0624069068

Parcel No. 0624069002

Parcel No. 0624069041

Parcel No. 0624069047

Parcel No. 0624069109

Parcel No. 0624069087

SE 14TH ST

Lake Sammamish

EAST LAKE SAMMAMISH SHORE LN SE

East Lake Sammamish Trail

EAST LAKE SAMMAMISH PKWY SE

THOMAS ALEXANDER ROAD

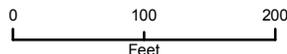


Exhibit A

RIGHT-OF-WAY VACATION

Thomas Alexander Road

Sammamish Ordinance 02009 - _____





CITY COUNCIL AGENDA BILL

Subject: Public Hearing Temporary Interim Siting Hierarchy For Wireless Communication Facilities

Meeting Date: November 3, 2009

Date Submitted: October 26, 2009

Originating Department: Community Development

Clearances:

Action Required: Take public comment, move to suspend the rules and adopt ordinance on first reading.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Draft Ordinance

Budgeted Amount:

Summary Statement: The current wireless emergency ordinance 02009-259 has collocation and the city classified right-of-way arterial as equal on the city siting hierarchy. This emergency ordinance would keep in place the existing siting hierarchy. The city is working on revising the wireless ordinance to permanently modify the siting hierarchy in accordance with the existing emergency ordinance and other housing keep provisions. A revised wireless ordinance is currently going through the legislative process with an expected recommendation from the planning commission to the city council in December 2009.

Background: The City has had a multitude of different emergency ordinances since the original wireless communication ordinance was written.

- March 2004: Wireless in ROW Ordinance
- June 2005: Comprehensive WCF Ordinance
- Dec. 2007: 1st Emergency Ordinance (*collocation*)

- Nov. 2008: 2nd Emergency Ordinance (*exempting public emergency facilities*)
- April 2009: 3rd Emergency Ordinance (*exempting public emergency facilities*)
- May 2009: 4th Emergency Ordinance (*collocation/public ROW*)

This latest emergency ordinance would keep in effect the current wireless provisions until the permanent ordinance can be approved.

Financial Impact: None.

Recommended Motion: Motion to suspend the rules and adopt the ordinance on the first reading.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2009-____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON EXTENDING THE TEMPORARY
INTERIM SITING HIERARCHY FOR WIRELESS
COMMUNICATION FACILITIES (WCF) OF SMC
CHAPTER 21A.55 AS ADOPTED IN ORDINANCE
O2009-259**

WHEREAS, the purpose of Chapter 21A.55 of the Sammamish Municipal Code (SMC), entitled Wireless Communication Facilities (WCF), is to provide general requirements, siting hierarchy, design standards and evaluations in exchange for public benefits to help achieve reasonable location of wireless communication facilities; and

WHEREAS, the City Technology Committee has recommended that the City Council give a higher priority in the siting hierarchy to collocation on existing poles or structures as set forth in Section 21A.55.060, SMC; and

WHEREAS, the City Council has discussed in open public meetings their desire to consider changes to the existing siting hierarchy standards as set forth in Section 21A.55.060, SMC, to give higher priority to collocation on existing poles or structures; and

WHEREAS, the City Council also desires to reduce potential for appeals of WCF siting standards to federal agencies by clarifying the conditions under which a WCF may be permitted when no reasonable alternative exists in higher-level siting hierarchies; and

WHEREAS, the City Council concluded that it is in the interest of the public health, safety and welfare to adopt an emergency ordinance to re-prioritize siting hierarchy standards;

WHEREAS, the City Council adopted Emergency Ordinance 2009-259 May 19, 2009; and

WHEREAS, more permanent revisions to SMC 21A.55 are currently being prepared for public review and consideration by the Planning Commission and City Council; and

WHEREAS, the City Council finds that an emergency continues to exist, and desires to extend the interim siting hierarchy changes to allow completion of the more permanent SMC 21A.55 revisions;

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

Section 1. The provisions of Ordinance No. 2009-259 are hereby extended for a period of six (6) months from the date of enactment of this ordinance.

Section 2. The Council does hereby find that an emergency exists, in light of the potential that applicants might “vest” applications seeking approval to for proposed wireless facilities without first seeking to co-locate on existing poles or structures. Therefore, immediate action is necessary. This ordinance shall be effective immediately upon passage by five (5) or more votes.

Section 3. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 4. The recitals stated above (i.e., the "Whereas" clauses) constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE ___ DAY OF NOVEMBER, 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 28, 2009
Public Hearing:	November 3, 2009
First Reading:	November 3, 2009
Second Reading:	
Passed by the City Council:	
Date of Publication:	