

09/22/1999

Introduced By: Rob McKenna
Kent Pullen

Clerk 09/23/99

Proposed No.: 1999-0555

ORDINANCE NO. 13647

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AN ORDINANCE authorizing the conveyance of certain road-related properties to the city of Sammamish, and authorizing the county executive to enter into an interlocal agreement with the city of Sammamish relating to capital improvement projects, transfer of funds and transfer of road-related properites.

STATEMENT OF FACTS:

1. The city of Sammamish incorporated on August 31, 1999.
2. King County owns certain road-related off right-of-way properties within the incorporated area of Sammamish.
3. The county desires to divest itself of ownership, management and financial responsibility for road related properties now within city boundaries as identified in Exhibit E of the attached agreement.
4. The city agrees to own, operate and maintain the road-related properties within its boundaries.
5. The city requests the county to complete certain 1999 transportation projects for the benefit of Sammamish residents
6. The King County council appropriated funds for certain capital improvement projects specified in the attached agreement.
7. King County granted a higher than normal road services contribution to the new city of Sammamish for program projects that have yet to be constructed.
8. The county is committed to improving roads east of Lake Sammamish, acknowledging a long-standing obligation to the citizens of the Sammamish plateau.

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9. The city requests the county to transfer certain remaining appropriated county funds and any completed work for capital projects to the city.

10. The county is willing to comply with the city's request for completion of 1999 transportation projects and the transfer of county funds and completed work for capital projects to the city.

11. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the properties described herein to the city, and to facilitate a smooth transition of transportation services.

12. Pursuant to chapter 39.34 RCW, the city and the county are each authorized to enter into agreements for cooperative actions.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is authorized to execute the necessary documents to convey the road-related properties listed in the attached agreement to the city of Sammamish, and to execute, substantially in the form attached, an interlocal agreement

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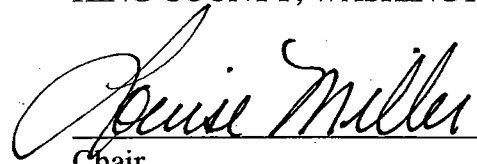
with the city of Sammamish relating to capital improvement projects, transfer of funds and transfer of road-related properties.

INTRODUCED AND READ for the first time this 27th day of September, 1999.

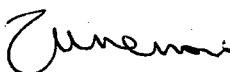
PASSED by a vote of 12 to 0 this 4th day of October, 1999.

KING COUNTY COUNCIL

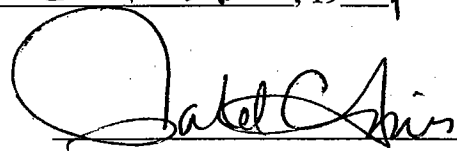
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 15 day of October, 1999


King County Executive

Attachments: Interlocal Agreement Between King County and the City of Sammamish
Relating to Capital Improvement Projects, Transfer of Funds, and Transfer
of Road Related Properties

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH RELATING TO CAPITAL IMPROVEMENT PROJECTS, TRANSFER OF FUNDS, AND TRANSFER OF ROAD RELATED PROPERTIES

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter County, a political subdivision of the State of Washington ("the County") and the City of Sammamish, a municipal corporation of the State of Washington ("the City").

RECITALS

- A. The City incorporated and commenced operations on August 31, 1999.
- B. Prior to the City's incorporation, the County had planned and budgeted funds through 1999 for certain road Capital Improvement Program ("CIP") projects as listed in **Exhibit A**.
- C. As described herein, (1) the County will complete construction of certain CIP projects, (2) remaining appropriated funds for certain CIP projects, as listed in Exhibit A, will be turned over to the City, (3) the City will accept the transfer of the completed projects and certain off right-of-way properties, together with certain responsibilities related to such projects and properties, and 4) the City and the County agree to participate in negotiations regarding construction of a future CIP project (Issaquah-Pine Lake Road Phase I – CIP#200291).

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY CONSTRUCTION

- 1.1 The County shall complete construction of 228th Avenue SE – Phase IA, which is a portion of the 228th Avenue SE/NE – Phase I CIP project (CIP #200295), the East Lake Sammamish Parkway at NE 7th Court CIP project (CIP #201296), SE 24th St. CIP Project (CIP #201797), NE 20th/Hampton Woods Countywide subproject (Project #C75233), and 228th Avenue SE at SE 20th St. Countywide subproject (Project #C74238). The foregoing projects are referred to collectively as "**the County Construction Projects**".

1.2 228th Avenue SE-Phase IA (CIP #200295)

Location: East Sammamish Plateau

Scope: Widen existing 2-lane road along 228th to four lanes with left-turn channelization and Class II bicycle facilities between Issaquah Pine Lake

Road and Southeast 24th Street. Also included are curb, gutter and sidewalks along both sides of 228th; illumination, landscaping, new traffic signals at SE 24th and Issaquah Pine Lake Road, storm drainage improvements, storm water retention and water quality facilities, retaining walls, and sensitive areas mitigation.

The intersection of Issaquah Pine Lake Road and Southeast 228th Street will be improved to include a southbound lane, two northbound lanes, southbound to eastbound double left turn lanes, eastbound to northbound double right turn lanes, and a northbound to eastbound right turn lane.

The south leg of the 228th/Issaquah Pine Lake Road intersection will include a single southbound lane and approximately 270 feet of channelization to accommodate northbound traffic. South of the channelization, a standard taper will be provided to transition traffic from a two-lane to a five-lane roadway configuration.

The traffic conflicts between the southbound to eastbound double left traffic entering and exiting the Pine Lake Commercial Center, Pine Lake Elementary School and nearby residential properties will be accommodated by the addition of an eastbound merge/weave lane along Issaquah Pine Lake Road. Also included are curb, gutter, and sidewalks along both sides of Issaquah Pine Lake Road and illumination, landscaping, pedestrian signal, retaining walls, and storm drainage improvements.

The following delineates the Scopes of Work for two City requested additions to the project design, adding landscape amenities at the Pine Lake Middle School property along Issaquah Pine Lake Road and also adding a left turn channel on 228th Avenue SE ("**School District Construction Revisions**") and therefore would extend the geographic limits of the project as indicated below:

Left turn lane Scope of Work:

Widen the existing two lane road to include two travel lanes, a center turn lane, with curbs, gutters, bike lanes and sidewalks on both sides. Also included are storm water detention and water quality facilities. Widening would begin at approximately 270 feet south of the Issaquah Pine Lake Road Intersection, or the south end of the channelization provided by the Phase 1A project, extending south to accommodate vehicles accessing the south entrance to the Pine Lake Middle School. A standard roadway taper will be provided south of the Pine Lake Middle School entrance to transition traffic from a two- lane to a 3-lane configuration.

Landscape Buffer along Issaquah Pine Lake Road:

Relocating the rock facing is proposed as part of the Phase 1A project, approximately 4 feet southwest to accommodate landscaping at street elevation along the top of the retaining wall. Also proposed is widening the embankment along Issaquah Pine Lake Road, beyond the proposed sidewalk, to accommodate a 4 foot wide landscape strip at the street elevation. The landscape strip will be provided along the school frontage, northeast of the Middle school entrance on Issaquah Pine Lake Road entrance.

Projected Initial Schedule: Advertisement – September 16, 1999
Contract award – November 22, 1999

1.3 **East Lake Sammamish at NE 7th Court (CIP #201296).**

Location: Eden Creek

Scope: The intent of this project is to minimize flooding of East Lake Sammamish Parkway in the vicinity of Eden Creek, to reduce sediment deposition to Lake Sammamish. The County will expend up to \$390,000 to complete this project, as appropriated in the 1999-2004 Adopted Capital Improvement Program. Should a more viable solution exceed \$390,000, the County will discuss further planning for this project.

Projected Schedule: To be determined.

1.4 **SE 24th Street (CIP #201797)**

Location: 228th Ave. SE to 239th Ave. SE

Scope: Design and construct road and drainage improvement to reduce the potential of future flooding of the road.

Projected Schedule: Construction begins August 1999.

1.5 **NE 20th Way/Hampton Woods Traffic Calming Plan**

Location: NE 20 Way in the area of 220 Place NE

Limits: SE entrance to Sahalee Estates, at about NE 19th Street, north and east to 150 feet north of NE 23rd Street at the entrance to Heritage Hills.

Scope: Construct seven sets of curb extensions and three traffic circles with landscaping.

Year: 1999

Projected completion date: End of December 1999.

1.6 **228th Avenue SE at SE 20th Street**

Scope: Install wood pole (spanwire) pedestrian and vehicle actuated traffic signal; interconnected signalization from SE 8th Street to SE 24th Street.

Year: 1999

Projected completion date: Late October 1999.

1.7 The County shall be the lead agency for the County Construction Projects with regard to design, obtaining right-of-way and other property (except as provided in Section 4.11), if needed, construction, grant funding administration, construction contract administration, SEPA/NEPA review, permitting and other matters pertinent to accomplishment of those projects.

1.8 The County shall be responsible for coordinating the public information and involvement process and shall meet with the City to develop the Public Involvement Plan for the County Construction Projects, as needed.

1.9 The parties have agreed to appoint the contact persons listed below, to act as liaison for 228th Phase IA. These contact persons will meet on an "as needed" basis to provide guidance for this project and serve as a coordination body between the two agencies. Either party may change its contact person(s) on written notice to the other party.

Representing the City: Alan Lobdell (425) 898-0660

Representing the County: Lon Penton – *Design* (206) 296-3742

1.10 The County Road Engineer or designee will retain authority on decisions related to any project design or contract management as applies to the County Construction Projects and shall be the sole contact with the contractor(s) for those projects. The County Road Engineer will have the authority in his sole discretion to determine whether any changes requested by the City will be implemented.

1.11 Final project acceptance following construction will be by the County Road Engineer. Upon certification by the County Road Engineer, the project engineer will turn the project over to the City. At turnover, the City will have sole responsibility for the operation, safety and maintenance of the project, together with all appurtenances located within the project right-of-way, including, but not limited to, drainage facilities, pond tracts, environmental mitigation sites, street lights, landscaping, retaining walls, traffic signals and traffic signs.

- 1.12 The County will at all times keep the City advised as to the progress of the County Construction Projects through regular meetings and status reports, as agreed upon by the City and County Representatives.
- 1.13 With the signing of this Agreement, the parties agree to continue to honor terms and limitations related to: (1) 228th Phase IA, specified in the letter of understanding signed by both parties, a copy of which is attached hereto as **Exhibit B**; and (2) NE 20th Way/Hampton Woods, 228th Avenue SE at SE 20th St., and SE 24th St., specified in the letter of understanding signed by both parties, a copy of which is attached hereto as **Exhibit D**.
- 1.14 The County shall provide the City with any plans and specifications the County has developed for any of the County Construction Projects.

2. TRANSFER OF FUNDS

- 2.1 No later than 60 days after the execution of this Agreement, the County will transfer 1999 appropriated funds to the City for the following projects & program. The City shall use these funds only for the purposes set forth in this Section 2.1.

<u>Project/Program</u>	<u>Amount</u>	<u>Purpose of fund transfer</u>
Sammamish Pedestrian Improvements (#C66201)	\$250,000	Pedestrian improvements
228 th Avenue NE - Phase I (CIP #200295)	\$3.5 million	To complete the <i>Scope of Work</i> as specified in Exhibit C , an excerpt from the King County Road Services Division 1999 Adopted CIP.
Issaquah Pine Lk. Rd/SE 32 nd Wy (CIP #200494)	\$180,000	General roadway purposes

- 2.2 Following County turnover of the 228th Phase IA, should there be any appropriated funds remaining from the 1999 budget for said project, such appropriated funds will be transferred to the City. The City shall use these funds only for the purposes set forth in this Section 2.2.

<u>Projects</u>	<u>Purpose</u>
228 th Avenue SE - Phase IA (CIP #200295)	<i>Scope of Work</i> as specified in Exhibit C , an excerpt from the King County Road Services Division 1999 Adopted CIP.

- 2.3 The funds specified in Sections 2.1 and 2.2 constitute all the funds to be provided by the County to the City for the designated Sammamish Pedestrian Improvements and CIP projects. Appropriated funds that remain following construction of any countywide project (NE 20th/Hampton Woods and 228th Avenue SE at SE 20th) detailed in this agreement, will return to the King County countywide project program fund pool, and will not be transferred to the City. The County shall have no further commitment or obligation to support these CIP projects or improvements.

3. **TRANSFER OF OFF RIGHT-OF-WAY PROPERTIES AND RELATED RESPONSIBILITIES**

- 3.1 Beaver Lake Trestle (Monitor Project #C70403). On the effective date of this Agreement, the City will have sole and complete responsibility for compliance with monitoring and other permit conditions related to this project.
- 3.2 Following completion of the County Construction Projects, the County will transfer to the City, and the City will accept, all related real property or interests in real property that are located off the road right-of-way, including, without limitation, environmental mitigation sites, monitoring projects, drainage facilities and/or easements and permit conditions, as described in **Exhibit E**. As described in Section 4.8, title to any real property or interests in real property acquired by the County after the effective date of this Agreement shall vest in the City, to the extent that it is located within the City.
- 3.3 The County will transfer title to the off right-of-way real property or interests in real property described in Section 3.2 to the City by separate action. The City agrees to such transfer and the parties shall complete the transfer of title as soon as practicable after turnover of such projects to the City.
- 3.4 Effective on the transfer of title to the City, as described in Section 3.3, the City will have sole and complete responsibility for the operation, safety and maintenance of the off right-of-way real property or interests in real property so transferred, including, without limitation, compliance with monitoring and other permit conditions.
- 3.5 The City will accept "as is" the off right-of-way real property and interests in real property that the County transfers to the City pursuant to this Agreement. The County makes no warranty concerning such real property or interests in real property.

4. OTHER CITY RESPONSIBILITIES

- 4.1 The City will use the funds transferred to it by the County only for the purposes specified in Sections 2.1 and 2.2. If the City uses such funds for any other purpose, it will refund such funds in full to the County, plus interest on such funds at market rate retroactive to the date of this Agreement.
- 4.2 The City shall participate in any public meetings, pertaining to the County Construction Projects, held by the County.
- 4.3 The City agrees to participate in negotiations with the County for the purpose of potentially entering into an interlocal agreement regarding cooperation with the County to construct improvements along the Issaquah-Pine Lake Road Phase I Project (CIP #200291), from Issaquah Fall City Road to 238th Way SE.
- 4.4 The City shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the expenditure of the funds transferred to it by the County. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process. Additionally, the City assures that its contracting practices are in accordance with the provisions of Washington Initiative 200 and are consistent with the policies and procedures of fair employment and affirmative action as codified in K.C.C. 12.18 and K.C.C. 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce of the contractor shall be required; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- 4.5 The City shall enact any ordinance(s), and provide all appropriate delegations of authority necessary for the County to lawfully carry out the terms of this Agreement.
- 4.6 The City shall provide to the County the necessary permits for the construction of the County Construction Projects. The City shall not levy new or enforce more stringent permit conditions than currently provided in existing project permits for the County Construction Projects, given the permit process has been completed through the King County Department of Development and Environmental Services.

- 4.7 The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the County Construction Projects.
- 4.8 The County shall be responsible for the acquisition of all property and easements necessary for the County Construction Projects. The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property that lies within the City. Through the execution of this Agreement, the City authorizes the County to exercise eminent domain within the corporate limits of the City, as needed. Title to any property so acquired by the County shall vest in the City, to the extent that it is located within the City.
- 4.9 In providing services related to the County Construction Projects, the County Road Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.
- 4.10 The City shall notify the County, in writing, of any changes it wishes to make in the plans and specifications for 228th Phase IA under the timeline and limitations specified in **Exhibit B**. The City shall notify the County, in writing, of any changes it wishes to make in the plans and specifications for the 228th Phase IA project that are beyond the scope of 228th Phase IA (CIP#200295). The City shall pay the County all costs resulting from such city requested changes, including but not limited to County staff or consultant costs, claims, or other expenditures. The County Road Engineer will have the authority in his sole discretion to determine whether any changes requested by the City will be implemented.
- 4.11 The County will only implement the School District Construction Revisions if the City obtains all right-of-way and other property necessary for those revisions at no cost to the County. The City shall pay the County all costs resulting from School District Construction Revisions, including but not limited to County staff or consultant costs, claims, or other expenditures.

5. INDEMNIFICATION AND HOLD HARMLESS

The County and the City hereby agree to indemnify one another to the extent of the indemnitor's negligence as permitted in RCW 4.24.115 (2).

6. DISPUTE RESOLUTION

- 6.1 In the event of a contractual dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If

the parties are unable to resolve the matter informally within 30 days, the matter shall be decided in discussions between the Manager of the King County Road Services Division and the City Public Works Director.

- 6.2 If the dispute resolution process described in Section 6.1 fails, then the City and the County agree to mediate. If mediation fails, the parties agree to binding arbitration through the American Arbitration Association using the expedited procedures of the construction arbitration rules as are mutually agreed to by the parties.
- 6.3 The parties may also use another mutually agreed upon dispute resolution process.
- 6.4 Unless otherwise expressly agreed to by the parties in writing, both the City and the County shall continue to perform all their respective contractual obligations under this Agreement during the resolution of the dispute.

7. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the City or the County at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. OTHER PROVISIONS

- 8.1 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 8.2 Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.3 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 8.4 This Agreement contains the entire Agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

8.5 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

9. EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – City of Sammamish CIP Project Summary

Exhibit B – Letter dated July 6, 1999 Re: 228th Avenue SE Project – Phase IA signed by Harold S. Taniguchi, Manager, King County Road Services Division, and Lee Walton, City Manager, City of Sammamish.

Exhibit C – Excerpt from the King County Road Services Division 1999 Adopted Budget pertaining the 228th Ave. SE/NE Phase I Project (CIP#200295).

Exhibit D - Letter dated August 17, 1999 Re: Agreement to complete NE 20th Way/Hampton Woods (Traffic Calming); 228th Avenue SE/SE 20th Street (Signal); and SE 24th Street (Drainage).

Exhibit E – List of facilities and properties to be transferred to the City of Sammamish

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

KING COUNTY

CITY OF SAMMAMISH

King County Executive

City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Date

Date

716

EXHIBIT A

E X H I B I T A -- Revised

KING COUNTY ROADS CAPITAL IMPROVEMENT PROJECTS

CIP #	NAME	LIMITS	SCOPE	STATUS	PRIOR TO 1999 (EXPENDITURES)	BUDGET 1999	1999 YEAR TO DATE COST**	COMMENTS
200494	Issaquah Pine Lake Road at SE 32 nd Way	Intersection	Safety	Design Phase	9,900	183,965	443	Appropriated funds for 1999 will be transferred to the city.
201296	East Lake Sammamish at NE 7 th Court	Eden Creek	Flood/Storm	Design Phase	125,765	390,094	2,825	Appropriated funds will be used to complete the project.
200295	228 th Avenue SE/NE Phase I	Issaquah Pine-Lake Road to Inglewood Hill Road	Widen roadway	Design Phase—Phase IA work to be advertised Sept. 16	\$3,426,361	\$10,689,061	\$1,181,984	King County will construct Phase IA and transfer remaining appropriated funds.
201797	SE 24 th St.	228 th Ave SE to 239 th Ave SE	Improve drainage	Construction	312,320	240,679	3,806	King County will construct project.
C75233	NE 20 th Way-Hampton Woods	215 th Ave NE to 150 ft. north of NE 23 rd St.	Install traffic calming devices	Construction	0.00	60,500	16,293	King County will construct project.
C74238	228 th Ave SE at SE 20 th St.	Intersection	Traffic signal	Beginning construction—Clearing site	45,774	281,638	86,369	King County will construct project.
C66201	Sammamish Pedestrian Improvements	Neighborhood Enhancement Program	Sidewalk Improvements	Funding will transfer to new City of Sammamish	-----	\$250,000	---	Appropriated funds for 1999 will be transferred to the city.
TOTAL					3,920,120	12,095,937	1,291,720	

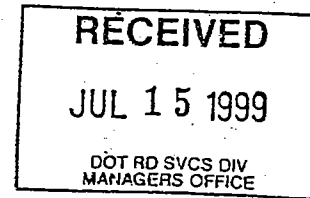
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EXHIBIT B



King County
Road Services Division
Department of Transportation
201 South Jackson Street
MS KSC-TR-0313
Seattle, WA 98104

13647



July 6, 1999

Lee Walton
Interim City Manager
City of Sammamish
704 228th Ave. NE
PMB 491
Sammamish, WA 98053

RE: 228th Avenue SE Project-Phase IA

Dear Mr. Walton:

County staff are pleased to have had the opportunity to meet with you and other City staff and officials to discuss the Phase IA project. Most recently, County staff met internally to discuss the City's proposed design changes and schedule, and also had a meeting with Kelly Robinson, Interim Planning Manager, and Councilmember Gerend, Transportation Committee Chair, to further define project design options and limitations.

Below is a summary of our response to the City's suggestions. After review of the points below, your signature to this letter will demonstrate the City's agreement with the listed potential design change items, timelines, and project responsibilities, as well as the City's understanding of the impacts to the appropriated project budget of requested changes to the project design. We intend to advertise the project for bid on July 29, 1999, with a bid opening on August 12, and wish to include consideration of the City's input on these issues prior to execution of the construction contract. Therefore, we ask for your response by returning one signed copy of this letter to our office by Tuesday, July 13, 1999. An additional signed copy is provided for your records.

In order to proceed with the project as planned and on schedule, it is important to include as many changes as possible at the outset in the original contract bid, rather than submitting change orders later. Change requests made after July 13, 1999 will necessitate change orders that can have a significant impact on the project cost and/or schedule, and also create a risk of construction contractor claims. We strongly desire to keep such change orders to a minimum to reduce risks to the project.

The following list reflects our understanding of City-County discussions and other key project management information. Items in *italics* represent specific city written requests, followed by our response.

1. Both the City and the County agree that the Project should go ahead as planned and on schedule, including the acquisition of remaining rights of way, the award of a contract for

construction, and the commencement of construction on a timetable to be worked out between the County and the contractor.

2. The City agrees to complete an investigation of possible design alternatives to the 228th Street corridor, and to make written recommendations to the County on requested changes before September 30, 1999 or October 31, 1999 as specified in item #3. The County will only consider the design alternatives designated in item #3. Features of the present design that will not be subject to recommended changes are the project right-of-way, vertical and horizontal geometry, and the dimensions of the road surface from curb to curb.
3. The County's agreement to consider issuing change orders to the construction contract to accommodate potential recommended design changes from the City, is limited to the following:

- A. *Addition of plumbing for future irrigation of landscaping in a planted median and along future planted areas between the curb and edge of the right-of-way north of the commercial area on SE 29th.*

The City will provide specification plans on locations for irrigation and illumination amenities by September 30, 1999, including water service and casing pipe locations, as well as any new or future locations of conduits along the roadway. The City should receive technical advice on these issues from a consultant, and the City should advise the County how this will be accomplished. At the City's request, the County could develop, or authorize its engineering design consultant to develop this specification plan.

- B. *Removal of utility poles and other potential impediments on the west side of the intersections of 228th Avenue SE at Issaquah-Pine Lake Road and 228th Avenue SE at SE 24th Street, to accommodate the future expansion of these intersections to full, four-way geometry.*

Per the City's request, County staff are in the process of arranging to incorporate these changes at this time. The County will advise the City regarding any problems that may arise in this regard. The County is also making signal changes appropriate to accommodate future through street needs at this location.

- C. *Deleting or changing the location or design of some sidewalks to allow landscaping between the curb and the sidewalk, or within the sidewalk.*

These design changes will be considered in locations north of the commercial area as follows: (1) On the west side of the roadway - meandering sidewalks north of the open space parcel, within the development *Park at Pine Lake* and Southeast 24th St. (2) On the east side of the roadway - meandering sidewalks which may require retaining walls and hand-rails in certain sections to remain within existing right-of-way.

Numerous site constraints due to right-of-way, topography, etc. were explained to City officials at a technical meeting on June 28, 1999. The City must notify the County *in writing by October 31, 1999* regarding details of any proposed changes to the sidewalk design delineated in the construction contract. The County will evaluate the feasibility of any request within the context of site and budget constraints. (A map demonstrating the approximate locations where some flexibility in sidewalk design exists was provided to your staff on July 1.)

D. *Eliminating elements that might interfere with future undergrounding of all utilities.*

The current project design does not, to the County's knowledge, preclude future undergrounding of all utilities. However, neither does the project make specific preparations for such a future undertaking, as this would require a significant and costly modification to project design and delay in project schedule.

Undergrounding of utilities is a costly and complex undertaking that the City may decide to pursue at their discretion at a later time.

In the current Phase 1A project design, the relocation of the underground utilities is limited to those facilities that must be moved in order to complete the construction of the roadway. Undergrounding of overhead power lines following construction, may require further relocation of existing utilities. This can be performed at any time following completion of Phase IA. Placing existing overhead utilities underground or relocating existing underground utilities during the project would cause a significant delay to the project bid.

4. The City understands that efforts to accommodate requested changes to the construction contract will result in additional costs to the project as well as possible contractor claims. Any County staff or consultant costs, claims, or other expenditures resulting from design change requests will be charged against the project (#200295). This will impact the project's remaining budget transferred to the City at the closure of the Phase IA project. Please note that due to the staff and/or consultant effort required to evaluate change requests, some charges will accrue regardless of whether the change(s) are implemented.
5. In the interest of good project management, the County shall provide all services necessary for administration of the construction contract and be the sole contact with the contractors.
6. The County Road Engineer will retain authority on decisions related to project design and management. Final acceptance of the project following construction will be by the County Road Engineer. Upon certification by the County Road Engineer, the project engineer will turn the project over to the City.
7. The following City and County staff will act as contact persons or liaisons for the Project:

Representing the City: Kelly Robinson (please fill in)

Representing the County:

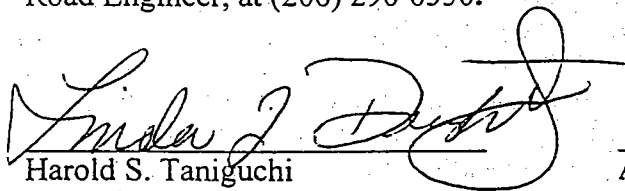
Lon Penton (206) 296-3742 (Design)

Frank Overton (206) 296-8023 (Contract Management)

- 8. Interlocal agreements regarding County road capital improvement projects will be negotiated between the County and the City as soon as practicable. (If not ready by Aug 31, as soon as possible after.)
- 9. The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project and will provide related permits as required.

King County looks forward to continuing to work with the City of Sammamish on the 228th Phase 1A project and appreciates the City's cooperation so that we may proceed with this project as scheduled. Your signature below indicates the City's agreement with the contents of this letter. Please sign and return one copy to our office by July 12. We have provided an additional signed copy that you may keep for your records.

If you have any further questions regarding this letter, please contact Ron Paananen, County Road Engineer, at (206) 296-6530.



Harold S. Taniguchi
Manager
Road Services Division



Agreement acknowledged by
Lee Walton
City Manager
City of Sammamish

7-13-99
Date

- cc: Kelly Robinson, Interim Planning Manager
 Ron Paananen, County Road Engineer
 Susan Thomas, Senior Policy Analyst, Governance Transition Team,
 Ruth Harvey, Project Manager, Governance Transition Team
 Linda Dougherty, Acting Assistant Manager, Road Services Division
 Lon Penton, Supervising Engineer, Road Services Division
 Frank Overton, Supervising Engineer, Road Services Division
 Bonni Siegel, Intergovernmental Relations, Road Services Division
 Jennifer Lindwall, Capital Improvement Program Manager,
 Road Services Division

13647

EXHIBIT C

200295 228th Ave SE / NE PH I
 Fund Dept Function Service Program TBM # 598A2
 3860 0737 54100 54151 54171 High
 Service Finance Strategy Area 03 Service Planning Area Major Class of Work 04 Major Widening
 Council District(s) 12 03 Functional Class 14 Principal Arterial-Urban
 Resp. Org 5623 Jewett Consultant: Kato & Warren Inc Length in Miles 2.31
 Project Type: 3B

Option	Design Prelim. Eng.	Acquisition of R/W	Construction	Equipment/Furnishing	Contingency	1% for Art	County Force Design	Co. Forces Acq. R/W	Const/Admin Engineer	Conceptual Design	***** in thousands of dollars *****				Total	Option Total
											1998	1999	2000	2001		
	1,069,657	570,878	334,000	0	0	0	0	0	0	0	0	0	0	0	334,000	1,974,535
	504,942	2,157,022	2,091,000	0	0	0	0	0	0	0	0	0	0	0	2,091,000	4,752,964
	39,480	0	4,623,000	0	0	0	0	10,000	0	0	0	0	0	0	14,623,000	14,662,480
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	792,996	552,540	165,000	0	0	0	0	0	0	0	0	0	0	0	165,000	1,510,536
	115,480	198,167	53,000	0	0	0	0	0	0	0	0	0	0	0	53,000	366,647
	0	0	833,000	0	0	0	0	0	0	0	0	0	0	0	833,000	833,000
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Project Total	2,522,555	3,478,607	8,099,000	0	10,000	0	0	0	0	0	0	0	0	0	18,099,000	24,100,162

Revenue Sources	1998	1999	2000	2001	2002	2003	2004	Total
30800 A Beg Unencumbered Fund Ba	0	1,708,689	0	0	0	0	0	0
33440 A Tran. Improv. Acct.	0	0	1,500,000	0	0	0	0	1,500,000
33681 A Vehicle License Fee	0	0	1,699,000	0	0	0	0	1,699,000
33833 P Road Construct-Other Govt	0	0	0	4,600	0	0	0	4,600,000
34495 A MPS Mitigation Payment	0	775,000	2,400,000	0	0	0	0	2,400,000
34495 P MPS Mitigation Payment	0	0	0	5,400	0	0	0	5,400,000
39782 A Contribn.-County Road Fund	0	1,587,000	2,500,000	0	0	0	0	2,500,000
49999 A Prior Years Revenue	1,945,737	0	0	0	0	0	0	0
Annual Revenue Total	1,945,737	4,070,689	8,099,000	0	10,000	0	0	18,099,000

Scope Of Work Widen 2-lane road to four lanes with left-turn channelization and Class II bicycle facilities. Also included are curbs, gutters, sidewalks, illumination, landscaping, traffic signals, storm drainage improvements, stormwater detention and water quality facilities, retaining walls, sensitive area mitigation, and equestrian trails.

Justification The existing roadway is only two lanes in a rapidly growing area. The proposed project will improve capacity, safety and circulation on the plateau.

Status	Environmental Review completed. Project is in the Design Phase.
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136474

EXHIBIT D



King County
Road Services Division
Department of Transportation
MS KSC-TR-0313
201 South Jackson Street
Seattle, WA 98104
Phone: (206) 296-6590
FAX: (206) 205-0955

August 17, 1999

Lee Walton
Interim City Manager
City of Sammamish
PMB 491
704 - 228th Avenue NE
Sammamish, WA 98053

RE: Agreement to complete NE 20th Way/Hampton Woods (Traffic Calming);
228th Avenue SE/SE 20th Street (Signal); and SE 24th Street (Drainage)

Dear Mr. Walton:

At the July 20, 1999 meeting between King County staff and City representatives concerning the Capital Improvement Program (CIP) interlocal agreement, the King County Department of Transportation's Road Services Division provided information on several projects that the County is willing to complete for the City in 1999 at County expense. Of these projects, the NE 20th Way/Hampton Woods Traffic Calming Plan and the traffic signal at 228th Avenue SE at SE 20th Street require written agreement from the City in order for the County to proceed.

In addition, the King County Roads Services Division is pleased to inform you that since our last meeting we have identified an additional project that we would like to complete for the City. This project involves a roadway and drainage improvement to SE 24th Street that has been delayed due to scheduling conflicts. The contract has been awarded and construction is set to commence in late August.

This letter is to retain your agreement on the terms required to complete all three of these projects for the benefit of Sammamish residents. Since the projects are scheduled to proceed immediately, but will not be finished by the City's incorporation date, we ask for your response by returning one signed copy of this letter to our office by August 27, 1999.

The following information reflects our project plans and points of agreement necessary for King County to complete the projects:

1. Both the City and the County agree that the Projects listed below should go ahead as planned and on schedule, including the acquisition of remaining rights of way, the award of a contract for construction, and the commencement of construction on a timetable to be worked out between the County and the contractor when applicable.
2. In order to proceed with the projects on schedule, design changes will not be feasible.

3. Projects (outlined in the enclosed Scope of Projects):
 - NE 20th Way/Hampton Woods Traffic Calming Plan (Project #C75233)
 - 228th Avenue SE at SE 20th Street (Project #C74238)
 - SE 24th Street (Project #201797)
4. The County shall be responsible for the acquisition of all property and easements necessary for the listed projects. The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property that lies within the City. Through the signed agreement on this letter of understanding, the City authorizes the County to exercise eminent domain within the corporate limits of the City, as needed. Title to any property so acquired by the County shall vest in the City, to the extent that it is located within the City.
5. In providing services related to the County Construction Projects, the County Road Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.
6. The City understands that there will be no remaining appropriations transferred to the City at the closure of the listed projects.
7. In the interest of good project management, the County shall provide all services necessary for administration of any construction contract related to these projects and be the sole contact with the contractors.
8. The County Road Engineer will retain authority on decisions related to project design and management. Final acceptance of the project following construction will be by the County Road Engineer. Upon certification by the County Road Engineer, the project engineer will turn the project over to the City.
9. The following City and County staff will act as contact persons or liaisons for the projects:

Representing the City: ALAN LOBDELL (425) 898-0660
(city fill in)

Representing the County:

NE 20th Way/Hampton Woods
Contact: Paulette Norman, Traffic Operations Supervisor (206) 263-6130

228th Avenue SE at SE 20th Street
Contact: Linda Mott, Signal Operations & Design (206) 263-6140

SE 24th Street (Project #201797)
Contact: John O'Brien, Senior Engineer (206) 296-8082

Representing the County (continued)

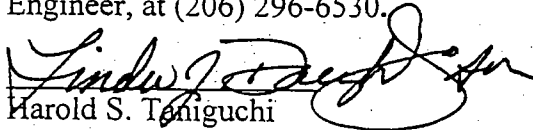
Construction Contract Management only
Frank Overton

(206) 296-8023


10. An interlocal agreement will be negotiated between the County and the City as soon as practicable, which will include any of the projects detailed in this letter that have not been completed as of the execution of the interlocal agreement.
11. The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Projects and will provide related permits as required.

King County looks forward to cooperating with the City of Sammamish to complete these projects. Your signature below indicates the City's agreement with the contents of this letter. Please sign and return one copy to our office by August 27, 1999. We have provided an additional signed copy for your records.

If you have any questions regarding this letter, please contact Ron Paananen, County Road Engineer, at (206) 296-6530.


Harold S. Taniguchi

Manager
Road Services Division


Agreement acknowledged by

Lee Walton
Interim City Manager
City of Sammamish

8-26-99
Date

HST:LD:lb

Enclosure: Scope of Projects

cc: Kelly Robinson, Interim Planning Manager, City of Issaquah
Susan Thomas, Senior Policy Analyst, Governance Transition Team, King County
Office of Budget and Strategic Planning (OBSP)
Ruth Harvey, Project Manager, Governance Transition Team, OBSP
Paul A. Toliver, Director, Department of Transportation (DOT)
Ron Paananen, County Road Engineer, King County Road Services (RSD), DOT
Linda Dougherty, Assistant Manager, Road Services Division, RSD, DOT
Frank Overton, Supervising Engineer, RSD, DOT
Bonni Siegel, Intergovernmental Relations, RSD, DOT
Jennifer Lindwall, Capital Improvement Program Manager, RSD, DOT
Paulette Norman, Traffic Operations Supervisor, RSD, DOT
Linda Mott, Signal Operations & Design Engineer, RSD, DOT
Norton Posey, Signal & Design Engineer, RSD, DOT
John O'Brien, Senior Engineer, RSD, DOT

SCOPE OF PROJECTS

A. NE 20th Way/Hampton Woods Traffic Calming Plan

Location: NE 20th Way in the area of 220th Place NE

Limits: Southeast entrance to Sahalee Estates, at about NE 19th Street, north and east to 150 feet north of NE 23rd Street at the entrance to Heritage Hills.

Scope: Construct seven sets of curb extensions and three traffic circles with landscaping.

Year: 1999

Purpose: To calm traffic within a neighborhood that has had chronic speeding.

Objective: Decrease the average speeds by 2 to 4 miles per hour.

Cost: TBD, preliminary estimate < \$70,000.

Funding: Neighborhood Traffic Safety Program (King Co. countywide sub-project pool)

Projected completion date: End of December 1999.

*Contact: Paulette Norman, Traffic Operations Supervisor
(206) 263-6130*

B. 228th Avenue SE at SE 20th Street

Scope: Install wood pole (spanwire) pedestrian and vehicle actuated traffic signal; interconnected signalization from SE 8th Street to SE 24th Street.

Year: 1999

Justification: Signal is warranted.

Status: Design phase; construction scheduled to begin late August/early September 1999.

Cost estimate: \$170,000.

Projected completion date: Late October 1999.

Contact: Linda Mott, Signal Operations & Design (206) 263-6140

C. SE 24th St. (Project #201797)

Scope: Design and construct road and drainage improvement to reduce the potential of future flooding of the road.

Year: 1999

Justification: This road provides access to the Beaver Lake area on the East Sammamish Plateau. The road runs through a wetland and is frequently overtopped with water.

Status: Construction Phase

Cost estimate: \$533,000.

Projected completion date: The initial construction phase including laying a primary asphalt layer should begin by the end of August 1999, and will be completed within 30 days. The final phase of the project, which includes laying the final layer of asphalt, will occur within 120 days of the completion of the initial construction phase.

Contact: John O'Brien, Senior Engineer (206) 296-8082

EXHIBIT E

EXHIBIT E**LIST OF FACILITIES AND PROPERTIES TO BE TRANSFERRED TO
THE CITY OF SAMMAMISH****1. Property Description:**

228TH Avenue SE Tract Pond at Audubon Park – Storm water infiltration pond (.35 acres) associated with the 228th Avenue SE – Phase IA project (CIP#200295).

Legal Description:

9-1-1992-
036-24 **Original: 9/12/97; Revision 1: 8/3/98; Revision 2: 11/5/98; Revision 3: 12/18/98; Revision 4: 2/16/99; Revision 5: 4/5/99**

030501 – Tract V (Audubon Park)

9-1992-036-24

Audubon Park Homeowners Association

POND DEED TAKE

That portion of the above-described parcel of land lying adjacent and north of the following described line: Beginning at the northwesterly property corner as shown in Audubon Park Division 2, Vol. 179, Page 40; said corner being 50.0 feet east of the west section line of Section 10, Township 24 North, Range 6 East, W.M.; thence south along the west property line a distance of 110.0 feet to the True Point of Beginning; thence South 88°28'12" East a distance of 110.93 feet; thence North 47°11'23" East a distance of 83.43 feet to a point corresponding to a north property corner; said True Point of Beginning opposite Engineer Station 120 + 99.1 on the right, as surveyed by King County, Survey No. 9-24-6-18; LESS the west 25.0 feet thereof included in the slope easement for the 228th Avenue Southeast project.

Containing 11,935 s.f. or 0.274 Ac. M/L.

9-1992-
36-25 **Original: 9/12/97 Revision 1: 1/14/98; Revision 2: 8/3/98; Revision 3: 12/18/98; Revision 4: 2/16/99; Revision 5: 4/5/99**

030500 – Tract C (Audubon Park)

9-1992-036-25

Audubon Park Homeowners Association

POND DEED TAKE

That portion of the above-described parcel of land lying adjacent and southeast of the following described line:

Beginning at the southwesterly property corner as shown in Audubon Park Division 2, Vol. 171, Page 67; said corner being 50.0 feet east of the west section line of Section 10, Township 24 North, Range 6 East, W.M.; thence east along the south property line a distance of 19.0 feet to the True Point of Beginning; thence South North 29°40'50" East a distance of 129.29 feet to a point along the east property line 114.0 feet north of the most southeasterly property corner; said True Point of Beginning opposite Engineer Station 120 + 99.1 on the right, as surveyed by King County, Survey No. 9-24-6-18;
Containing 3,477 s.f. or 0.080 Ac. M/L.

2. Property Description:

Swale/drainage easement (.125 acres) associated with the 228th Avenue SE – Phase IA project (CIP#200295), granting right of entry to the property below, owned by the Issaquah School District.

Legal Description:

Drainage Easement for Tax Account No. 679510-0882

Parcel Description: The south half of the southwest quarter of Section 3, Township 24 North, Range 6 East, W.M., in King County, Washington; EXCEPT that part in Southeast 24th Street; AND EXCEPT that part in 228th Avenue Southeast

Drainage Easement:

All that portion of the above-described parcel more particularly described as follows: The south 35 feet of the east 155 feet of the west 604 feet of the above-described parcel of land. Containing an area of 5,425 square feet or 0.125 acre, more or less.