



City Council, Regular Meeting

AGENDA

July 7, 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

Presentations/Proclamations

- Presentation: Governor's Smart Communities Award
- Presentation: Puget Sound Regional Council Transportation 2040 Presentation (30 minutes)

Consent Agenda

- Payroll for pay period ending June 15, 2009 for pay date June 19, 2009 in the amount of \$261,233.76
 - Payroll for pay period ending June 30, 2009 for pay date July 2, 2009 in the amount of \$274,710.51
1. Approval: Claims for period ending July 7, 2009 in the amount of \$3,408,257.50 for Check No. 23840 through Check No. 24005
 2. Resolution: Kampp Family LLC Property - 2009 Public Benefit Rating System (PBRS) Program
 3. Resolution: Mullen Property -2009 Public Benefit Rating System (PBRS) Program
 4. Resolution: Ralou Farm LLC Property -2009 Public Benefit Rating System (PBRS)
 5. Resolution: Final Acceptance Room 214 Remodel/Bayley Construction
 6. Contract: On-Call Walk Ability Design/ Glatting Jackson Kercher Anglin Inc.
 7. Contract: On-Call Arborist Services/Tree Solutions
 8. Contract: On-Call Geotechnical Services/HWA
 9. Contract: Financial Support/Friends of Issaquah Salmon Hatchery (FISH)

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.

10. Approval: Notes for June 15, 2009 Study Session
11. Approval: Minutes for June 16, 2009 Regular Meeting

Public Hearings

12. Ordinance: First Reading Annexing Rosemont At Timberline Subdivision
Effective July 31st 2009. *(10 minutes)*

Unfinished Business

13. City Council Policy Decisions Shoreline Master Plan *(120 minutes)*

New Business

14. Contract: SE 24th Street Wetland Monitoring *(10 minutes)*
15. Ordinance: First Reading Amending Chapter 14A of the Sammamish Municipal
Code *(30 minutes)*

Council Reports *(25 minutes)*

City Manager Report *(10 minutes)*

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Adjournment 10:00 pm

AGENDA CALENDAR

July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	PSRC: Transportation 2040 Public Hearing: Capstone Ordinance Rosemont Ordinance: Impact Fees City Council Policy Decisions: Shoreline Master Plan Resolution: PBRS Requests (3) (consent) Contract: SE 24 th Street Wetland Monitoring Contract: On-Call Walkability Design/Jackson Glattig (consent) Contract: On-Call Arborist for Services/Doran (consent) Contract: Geotechnical Services (consent) Contract: FISH (consent) Resolution: Final Acceptance Room 214 Remodel/Bayley Construction (consent)
Tues 07/14	6:30 pm	Study Session	Presentation: Thompson and Inglewood Basin Studies Resolution: Master Fee Schedule Presentation: Stormwater/NPDES GAP Analysis findings TDR Policy Direction Sustainability
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Admin/DCD Resolution: Master Fee Schedule Quarterly Report: Finance Ordinance: Second Reading Capstone Ordinance Rosemont Resolution: Final Acceptance Urinal Replacement/Holmberg (consent) Contract: City Hall Door Repair
August 2009			
Sat 08/29			City's Tenth Birthday Celebration
Sept 2009			
Tues 09/01	6:30 pm	Regular Council Meeting	Public Hearing: Shoreline Master Plan (extended time) Bid Award: Sween House Remodel Bid Award: SE 20 th Street Project Bid Award: ELSP Phase 1B
Tues 09/08	6:30 pm	Study Session	Council Direction: Shoreline Master Plan Amendments Updating Public Works Standards Sustainability Ordinance: ISD/LWSD Impact Fees Lease Agreement/Sween House
Tues 09/15	6:30 pm	Regular Council Meeting	Shoreline Master Plan: Deliberations Resolution: Adopting Evans Creek Preserve Master Plan Lease Agreement/Sween House (consent)
Mon 09/21	6:30 pm	Study Session	Update: 2008 ICMA Performance Measures Report Pine Lake Water Quality Study Sammamish Landing Master Plan Preferred Alternative
Tues 09/22	6:30 pm	Special Meeting	Shoreline Master Plan Adoption
October 2009			
Tues 10/6	6:30 pm	Regular Council Meeting	Quarterly Reports: DCD/Admin/Police/Fire Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study

Tues 10/13	6:30 pm	Study Session	Updating Public Works Standards
Mon 10/19	6:30 pm	Study Session	2009 Budget Adjustments
Tues 10/20	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/PW/Finance Resolution: Final Acceptance SE 20 th Street Project Bid Award: Maintenance & Operations Facility
November 2009			
Tues 11/03	6:30 pm	Regular Council Meeting	Ordinance: Public Hearing/First Reading 2009-2010 Budget Adjustments Ordinance: Public Hearing/First Reading 2010 Property Tax Levy Rate Ordinance: Public Hearing/Emergency Wireless Siting Amendment Resolution: 2010 Salary Schedule Resolution: ELSP Project Acceptance
Tues 11/10	6:30 pm	Study Session	Commission Interviews Updating Public Works Standards Six Year TIP Discussion: 2010-2015 Transportation Improvement Plan
Mon 11/16	6:30 pm	Study Session	Commission Interviews Discussion: Beaver Lake Park Master Plan Preferred Alternative Discussion: District Court/Jail
Tues 11/17	6:30 pm	Regular Council Meeting	Ordinance: Second Reading 2009-2010 Budget Adjustments Ordinance: Second Reading 2010 Property Tax Levy Rate Ordinance: First Reading Updating Public Works Standards Resolution: Six Year TIP
December 2009			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments Approval: Sammamish Landing Master Plan Ordinance: Second Reading Updating Public Works Standards Resolution: Pine Lake Water Quality Study
Tues 12/08	6:30 pm	Study Session	Planning Commission Handoff – Town Center Development Regulations Financial Sustainability
Mon 12/15	6:30 pm	Regular Meeting	SE 24 th Street Wetland Monitoring Report Neighborhood Traffic Management Plan
Tues 12/21	6:30 pm	Study Session	
To Be Scheduled		To Be Scheduled	
Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Code Enforcement Code Amendments Presentation: Draft Town Center Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise		Code Blocks (second round) CAO Sunset Removal Interlocal: SE 20 th Street Construction/SPWS Amendment: Interlocal/LWSD Resolution: Pine Lake Water Quality Connectivity Discussion Ordinance: Amending Wireless Code	
		Parked Items	

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Events

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July 2009

[August >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market	2 6 p.m. Planning Commission Meeting	3 8 a.m. Fourth of July (Observed) City offices closed	4 6 p.m. Fourth on the Plateau
5	6	7 6:30 p.m. City Council Meeting	8 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	9 6 p.m. Planning Commission Meeting 6:30 p.m. Summer Concert at Pine Lake	10	11
12	13 6:30 p.m. Eastlake High School Phase II Field Renovation - Neighborhood Meeting	14 6:30 p.m. City Council Study Session	15 4 p.m. Sammamish Farmers Market	16 6 p.m. Planning Commission Meeting 6:30 p.m. Summer Concert at Pine Lake	17	18 7 p.m. Wooden O Shakespeare Performance at Pine Lake Park
19	20 6:30 p.m. City Council Study Session 6:30 p.m. Arts Commission Meeting	21 6:30 p.m. City Council Meeting	22 4 p.m. Sammamish Farmers Market	23 6:30 p.m. Summer Concert at Pine Lake	24	25 7 p.m. Wooden O Shakespeare Performance at Pine Lake Park
26	27	28 12 p.m. Kids First Noontime Performance	29 4 p.m. Sammamish Farmers Market	30 6:30 p.m. Summer Concert at Pine Lake	31	

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Events

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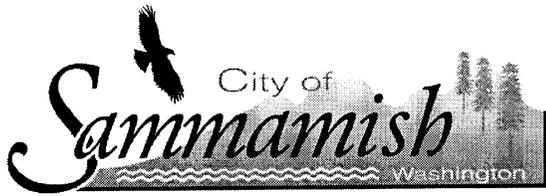
August 2009

[September >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 12 p.m. National Night Out & Kids Performance	5 4 p.m. Sammamish Farmers Market	6 6:30 p.m. Summer Concert at Pine Lake	7	8
9	10	11	12 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	13 6:30 p.m. Summer Concert at Pine Lake	14	15
16	17 6:30 p.m. Arts Commission Meeting	18 12 p.m. Kids First Noontime Performance	19 4 p.m. Sammamish Farmers Market	20 6:30 p.m. Summer Concert at Pine Lake	21	22
23	24	25	26 4 p.m. Sammamish Farmers Market	27 6:30 p.m. Summer Concert at Pine Lake	28	29 10 a.m. City of Sammamish 10th Birthday Celebration
30	31					

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Last updated Jun 29 2009



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: July 2, 2009
RE: Claims for July 7, 2009

		\$ 65,070.64
		8,392.47
		2,475,047.12
		129,409.74
		634,200.10
		96,137.43
65,070.64	+	
8,392.47	+	
2,475,047.12	+	
129,409.74	+	
634,200.10	+	
96,137.43	+	
006		
3,408,257.50	*	

TOTAL \$ 3,408,257.50

Check # 23840 through #24005

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23840	06/19/2009	AMEX	American Express	31.28	000000
23841	06/19/2009	ANI	ANI Administrators NW Inc	2,024.94	000000
23842	06/19/2009	ICMA401	ICMA 401	29,422.99	000000
23843	06/19/2009	ICMA401x	ICMA401	4,658.31	000000
23844	06/19/2009	ICMA457	ICMA	10,297.07	000000
23845	06/19/2009	WAREV	Wa State Dept of Revenue	18,636.05	000000

CHECK TOTAL:				\$65,070.64	

City of Hammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #1
Printed: 06/25/09 11:44

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23846	06/26/2009	US BANK	U. S. Bank Corp Payment System	8,392.47	000000

CHECK TOTAL:				\$8,392.47	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23847	07/07/2009	ADOLFSON	ESA Adolfson	7,450.95	000000
23848	07/07/2009	AICPA	AICPA	200.00	000000
23849	07/07/2009	ALDWORTH	Kurt Aldworth	29.70	000000
23850	07/07/2009	ANDERGAV	Gavin Anderson	172.64	000000
23851	07/07/2009	APSINC	APS (Formerly Pac Mail)	63.22	000000
23852	07/07/2009	AT&TMOBI	AT&T Mobility	469.20	000000
23853	07/07/2009	AUDIOAM	Eddie Bishop dba Audio Amigo Video Services	262.80	000000
23854	07/07/2009	BARTON	Richard Barton	172.64	000000
23855	07/07/2009	BEAUDETT	Beaudette	162.00	000000
23856	07/07/2009	BELLCITY	City Of Bellevue	11,547.00	000000
23857	07/07/2009	CAMWEST	Camwest Development	27.00	000000
23858	07/07/2009	CARTRIDG	Cartridge World	810.29	000000
23859	07/07/2009	CHANEY	Rebecca Chaney	1,480.00	000000
23860	07/07/2009	COLE	Cole Industrial Inc	344.70	000000
23861	07/07/2009	COMCAST2	COMCAST	99.95	000000
23862	07/07/2009	CTED	CTED	568,000.00	000000
23863	07/07/2009	DAILY	Daily Journal of Commerce	374.40	000000
23864	07/07/2009	DAWKINS	S. Loi Dawkins	258.95	000000
23865	07/07/2009	DEERE	John Deere Landscapes	52.70	000000
23866	07/07/2009	DELL	Dell Marketing L.P.	4,835.40	000000
23867	07/07/2009	ELDRED	Christopher S. Eldred	2,500.00	000000
23868	07/07/2009	ESHOM	Joseph Eshom	258.95	000000
23869	07/07/2009	EVANS	David Evans & Associates, Inc	6,889.87	000000
23870	07/07/2009	FISH	Friends of Issaquah Salmon Hat	6,100.00	000000
23871	07/07/2009	FLOHR	Jeffery Flohr	258.95	000000
23872	07/07/2009	GRAYOS	Gray & Osborne, Inc.	575.00	000000
23873	07/07/2009	HETTEL	Kathy Hettel	600.00	000000
23874	07/07/2009	HOUCK	Jason Houck	258.95	000000
23875	07/07/2009	INTEGRA	Integra Telecom	1,452.62	000000
23876	07/07/2009	ISSAQ1	Issaquah Press, Inc.	562.50	000000
23877	07/07/2009	ISSCITY	City Of Issaquah	1,000.00	000000
23878	07/07/2009	J3 Mecum	J3 Mecum Engineering Inc	1,826.36	000000
23879	07/07/2009	JEFFERY	Amy Jeffery	28.38	000000
23880	07/07/2009	JIRSA	Barbara Jirsa	572.63	000000
23881	07/07/2009	KCBLANK	King County Finance	2,386.96	000000
23882	07/07/2009	KENYON2	Kenyon Disend PLLC	16,295.93	000000
23883	07/07/2009	KINGFI	King County Finance A/R	982.00	000000
23884	07/07/2009	KINGSH	King County Sheriff's Office	1,623,016.50	000000
23885	07/07/2009	KLEINFEL	Kleinfelder, Inc.	740.00	000000
23886	07/07/2009	LEYTON	Kimberly Leyton	712.50	000000
23887	07/07/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
23888	07/07/2009	LOCHNER	Lochner, Inc.	1,589.48	000000
23889	07/07/2009	LYONS	Enos Lyons	172.64	000000
23890	07/07/2009	MANDALAY	Mandalay	360.00	000000
23891	07/07/2009	MAPLEVAL	Maple Valley Royal Towing	480.11	000000
23892	07/07/2009	MATTHIAS	Michael Matthias	90.61	000000
23893	07/07/2009	MICRO	Microflex, Inc.	16.91	000000
23894	07/07/2009	MILLERPA	Pam Miller	500.00	000000
23895	07/07/2009	MINER	Michael Miner	258.95	000000
23896	07/07/2009	MINUTE	Minuteman Press	75.89	000000
23897	07/07/2009	MOBERLY	Lynn Moberly	7,500.00	000000
23898	07/07/2009	NESAM	NE Sammamish Sewer & Water	162.69	000000
23899	07/07/2009	NOEL	Travis Noel	172.64	000000
23900	07/07/2009	PERREIRA	Kenneth Perreira	258.95	000000
23901	07/07/2009	PERTEET	Perteet, Inc.	118,334.64	000000
23902	07/07/2009	PINCTR	The Pin Center	625.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
23903	07/07/2009	PLATT	Platt Electric	508.08	000000
23904	07/07/2009	PSE	Puget Sound Energy	8,610.20	000000
23905	07/07/2009	QWEST	QWEST	40.50	000000
23906	07/07/2009	ROSSCARO	Carol Ross	14.00	000000
23907	07/07/2009	ROUTE66	Route 66 Big Band	1,000.00	000000
23908	07/07/2009	ROYALTOW	Royal Towing Inc	480.12	000000
23909	07/07/2009	SAM	Sammamish Plateau Water Sewer	1,543.07	000000
23910	07/07/2009	SB&MAC	Stewart Beall & MacNichols	3,760.00	000000
23911	07/07/2009	SEASHAKE	Seattle Shakespeare Company	1,700.00	000000
23912	07/07/2009	SEATIM	Seattle Times	2,956.84	000000
23913	07/07/2009	SKYLINE	Skyline High School	300.00	000000
23914	07/07/2009	SPRINT	Sprint	50.00	000000
23915	07/07/2009	SUBURB	Suburban Cities Association	43.00	000000
23916	07/07/2009	TAGS	Tags Awards & Specialties	224.05	000000
23917	07/07/2009	TCF	TCF Architecture	21,109.21	000000
23918	07/07/2009	TRAFFIC	Trafficount	5,040.00	000000
23919	07/07/2009	TRINITY	Trinity/ERD	1,960.75	000000
23920	07/07/2009	VAN NOST	Maren Van Nostrand	2,494.00	000000
23921	07/07/2009	WADOT	Wa State Dept of Transp	1,405.40	000000
23922	07/07/2009	WAPAT	Wa State Patrol	120.00	000000
23923	07/07/2009	WAPOL	Wa Assoc Sherriffs & Pol Chief	300.00	000000
23924	07/07/2009	WATREAS	Wa State Treasurer	116.00	000000
23925	07/07/2009	WAWORK	Washington Workwear Stores Inc	804.83	000000
23926	07/07/2009	WESTERND	Western Display Fireworks	25,000.00	000000

CHECK TOTAL: \$2,475,047.12

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23927	07/02/2009	ANI	ANI Administrators NW Inc	1,869.94	000000
23928	07/02/2009	AWCMED	AWC Employee BenefitsTrust	81,523.05	000000
23929	07/02/2009	ICMA401	ICMA 401	30,245.63	000000
23930	07/02/2009	ICMA401x	ICMA401	4,790.99	000000
23931	07/02/2009	ICMA457	ICMA	10,695.23	000000
23932	07/02/2009	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000

CHECK TOTAL:				\$129,409.74	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23933	07/07/2009	AADAMS	AAdams Tree Service	1,314.00	000000
23934	07/07/2009	ADOLFSON	ESA Adolfson	3,808.62	000000
23935	07/07/2009	ADVANTAG	Advantage Building Services	5,016.50	000000
23936	07/07/2009	ARCHIVE	Archive Imaging Services	25,704.96	000000
23937	07/07/2009	ATTLONG	AT&T	66.92	000000
23938	07/07/2009	BELLCITY	City Of Bellevue	14,590.00	000000
23939	07/07/2009	BERGERPA	Berger Partnership	23,423.50	000000
23940	07/07/2009	BRAUNS	Jeff Brauns	173.18	000000
23941	07/07/2009	CADMAN	Cadman, Inc.	162.13	000000
23942	07/07/2009	CARTRIDG	Cartridge World	236.51	000000
23943	07/07/2009	CERTIFIE	Certified Backflow Testing, Inc	215.49	000000
23944	07/07/2009	DIJULIO	DiJulio Displays, Inc	39.69	000000
23945	07/07/2009	EASTFIRE	Eastside Fire & Rescue	434,824.58	000000
23946	07/07/2009	FLORES	Dawn Flores	135.23	000000
23947	07/07/2009	G&M	G & M Traffic Solutions	1,401.00	000000
23948	07/07/2009	GREYSTON	Greystone Com Services	174.86	000000
23949	07/07/2009	HDFOWL	H. D. Fowler Company	27.95	000000
23950	07/07/2009	HERTZ	Hertz Equipment Rental	113.88	000000
23951	07/07/2009	INSTANT	Instant Imprints	735.84	000000
23952	07/07/2009	INTHEZON	InThe Zone Promotions	848.63	000000
23953	07/07/2009	IRELAND	Jed Ireland	162.22	000000
23954	07/07/2009	ISSAQ1	Issaquah Press, Inc.	1,132.50	000000
23955	07/07/2009	ISSAUTO	Issaquah Auto Tech, Inc	2,196.19	000000
23956	07/07/2009	ISSCITY	City Of Issaquah	8,556.20	000000
23957	07/07/2009	ISSIGNS	Issaquah Signs	351.50	000000
23958	07/07/2009	KCRADIO	King Cty Radio Comm Svcs	412.98	000000
23959	07/07/2009	KINGDD	King County DDES	280.00	000000
23960	07/07/2009	KINGFI	King County Finance A/R	42,466.03	000000
23961	07/07/2009	LAKESIDE	Lakeside Industries	296.75	000000
23962	07/07/2009	LINCOLN	Lincoln Commercial Pool Equip	228.17	000000
23963	07/07/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
23964	07/07/2009	MINUTE	Minuteman Press	116.84	000000
23965	07/07/2009	NELSONCO	Walter E. Nelson Company	244.86	000000
23966	07/07/2009	NORSTAR	Norstar Industries, Inc	53.60	000000
23967	07/07/2009	NWCASC	Northwest Cascade, Inc.	980.44	000000
23968	07/07/2009	NWLSVC	NW Landscape Service	19,152.27	000000
23969	07/07/2009	OGDEN	Ogden Murphy Wallace PLLC	2,222.88	000000
23970	07/07/2009	PACSOIL	Pacific Topsoils, Inc	2,545.95	000000
23971	07/07/2009	PSE	Puget Sound Energy	7,223.36	000000
23972	07/07/2009	QWEST	QWEST	230.07	000000
23973	07/07/2009	RENTME	Rent Me Storage, LLC	284.70	000000
23974	07/07/2009	RIVEROAK	River Oaks Communication Corp	444.01	000000
23975	07/07/2009	SAM	Sammamish Plateau Water Sewer	4,140.24	000000
23976	07/07/2009	SERVICE	Service Paper Co	1,557.42	000000
23977	07/07/2009	SITE	Site Workshop	11,339.59	000000
23978	07/07/2009	SONITROL	Sonitrol Pacific	759.30	000000
23979	07/07/2009	SPRAGUE	SPRAGUE	91.98	000000
23980	07/07/2009	TLC	Total Landscape Corp	7,270.48	000000
23981	07/07/2009	UDS	Utility Detection Services LLC	240.00	000000
23982	07/07/2009	UNITRENT	United Rentals NW, Inc	3,964.31	000000
23983	07/07/2009	WAALARM	Wa Alarm Inc	152.52	000000
23984	07/07/2009	WATREAS	Wa State Treasurer	292.50	000000
23985	07/07/2009	WESTEQ	Western Equipment	759.85	000000

CHECK TOTAL: \$634,200.10

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23986	07/07/2009	ADVERTIS	Advertising Works & Production	4,774.63	000000
23987	07/07/2009	ATHLETES	Athletes for Kids	5,000.00	000000
23988	07/07/2009	BUILDERS	Builders Exchange of WA	412.75	000000
23989	07/07/2009	CLOWNS	Clowns Unlimited Inc	4,865.09	000000
23990	07/07/2009	COMCAST2	COMCAST	99.95	000000
23991	07/07/2009	EAGLE	Eagle Press & Supply	3,285.00	000000
23992	07/07/2009	HOMEDE	Home Depot	1,227.34	000000
23993	07/07/2009	IKONNW	Ikon Office Solutions	24.53	000000
23994	07/07/2009	KBA	KBA Inc	10,510.94	000000
23995	07/07/2009	KINGFI	King County Finance A/R	3,055.02	000000
23996	07/07/2009	LOCHNER	Lochner, Inc.	21,792.41	000000
23997	07/07/2009	NEXTEL	Nextel Communications	3,126.48	000000
23998	07/07/2009	PLATCL	The Plateau Golf LLC	9,081.00	000000
23999	07/07/2009	POTELCO	Potelco, Inc.	8,403.11	000000
24000	07/07/2009	SAM	Sammamish Plateau Water Sewer	6,015.00	000000
24001	07/07/2009	SHANNONW	Shannon & Wilson Inc	7,700.23	000000
24002	07/07/2009	VOYAGER	Voyager	5,270.80	000000
24003	07/07/2009	WAECOL	Wa State Dept of Ecology	100.60	000000
24004	07/07/2009	WATERSH	The Watershed Company	1,107.55	000000
24005	07/07/2009	WCMA	Wa City/County Mgmt Assoc	285.00	000000
CHECK TOTAL:				\$96,137.43	



CITY COUNCIL AGENDA BILL

Subject:

Resolution for Kampp Family LLC Property - 2009
Public Benefit Rating System (PBRs) Program

Meeting Date: July 7, 2009**Date Submitted:** June 25, 2009**Originating Department:** Community Development**Clearances:****Action Required:**

Approve Resolution &
Forward to King County

 City Manager **Police** **Public Works** **Fire** **Building/Planning** **Attorney****Exhibits:**

1. Draft Resolution
2. KC Report
3. Location Map
4. Hearing Examiner Recommendation

Budgeted Amount: N/A

Summary Statement:

David Kampp, Manager of the Kampp Family LLC, owns a single-family residence located at 1906 228th Ave SE. The applicant has proposed to protect 21.93 acres of 23.20 acres under the Public Benefit Rating System (PBRs) incentive program authorized under RCW 84.34 and KCC 20.36. The program provides a property tax reduction for designating privately owned open space to remain preserved. The 21.93 acres have qualified for a total of four open space resources for a total of 20 points. This results in a 70% reduction in taxable value for the portion of land enrolled. If approved by the City of Sammamish City Council and the King County Parks, Open Space, and Natural Resources Committee, the property tax reduction would be effective for 2009.

Financial Impact:

Reduction of property tax of subject property, redistribution of the property tax annually to all other parcels located within City limits in year 2009 and thereafter. No revenue change to City of Sammamish.

Recommended Motion:

Authorize three members of City Council to sign resolution for King County Tax Parcel number 032406-9011 owned by the Kampp Family LLC for participation in the PBRS.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2009-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, APPROVING PUBLIC BENEFIT RATING
SYSTEM, CURRENT USE ASSESSMENT FOR THE
KAMPP FAMILY LLC - TAX PARCEL NO. 032406-9011**

WHEREAS, the Kampp Family LLC applied for current use assessment of their property located at 1906 228th Avenue SE (parcel #0324069011) in the City of Sammamish, King County File Number E08CT069SM; and

WHEREAS, King County has provided a staff report evaluating the request of The Kampp Family LLC; and

WHEREAS, a public hearing on this application was held by the City of Sammamish Hearing Examiner on June 17, 2009; and

WHEREAS, the City Council has received the report of the Hearing Examiner recommending approval of the Public Benefit Rating System, Current Use Assessment request; and

WHEREAS, the City Council desires to approve the Public Benefit Rating System, Current Use Assessment request of the Kampp Family LLC subject to conditions as recommended by the City of Sammamish Hearing Examiner; and

WHEREAS, RCW Chapter 84.34.037 provides that Public Benefit Rating System, Current Use Assessment requests shall be acted upon by granting authority of three members of the County legislative body and three members of the City legislative body in which the land is located; and

WHEREAS, the Growth Management and Natural Resources Committee of the King County Council considered the application on June 23, 2009;

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

Section 1. Adoption of Hearing Examiner's Recommendation. The City Council hereby adopts the findings, conclusions and recommendation of the Hearing Examiner for the Public Benefit Rating System, Current Use Assessment Request of the Kampp Family LLC for King County Tax Parcel 032406-9011.

Section 2. Grant of Approval. The City Council hereby approves the Public Benefit Rating System, Current Use Assessment request of the Kampp Family LLC, and authorizes filing of the approval with the King County Growth Management and Natural Resources Committee.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of the Resolution, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of the Resolution be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE ___ DAY OF JULY 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Councilmember

Councilmember

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 25, 2007

Passed by the City Council:

Resolution No.:

CERTIFIED COPY

I, Melonie Anderson, City Clerk for the City of Sammamish, WA, do certify that this is a true and correct copy of the original on file with the City.

DATED this 7th day of July, 2009

Melonie Anderson, City Clerk

**KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION**

Preliminary Report to the City of Sammamish

May 18, 2009

APPLICANT: Kamp Family LLC, David Kampp, Manager **File No. E08CT069SM**

A. GENERAL INFORMATION:

1. Owner: Kampp Family LLC, David Kampp, Manager
3235 Elliott Street
San Diego, CA 92106
2. Property location: 1906 228th Avenue SE
Sammamish, WA 98075
3. Zoning: R-6
4. STR: SW-03-24-06
5. PBRS categories requested:

Open space resources
Urban open space
Watershed protection area

6. Parcel: 032406-9011
Total acreage: 23.20
Requested PBRS: 20.70
Home site/excluded area: 1.27
Recommended PBRS: 21.93

NOTE: The portion recommended for enrollment in PBRS is the entire property less the excluded area as measured. The attached aerial photo (summer 2007) outlines in yellow the parcel and in blue the area to be excluded from PBRS. In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned R-1, R-4, R-6, R-8 and Pzc.

Exhibit 2

2. Development of the subject property and resource characteristics of open space area: The property contains a single-family residence, carport, barn, chicken coop, gravel driveway, landscaping, lawn, garden, and septic system. The open space portion of the property consists of a large pasture area and forest, which contains a mix of coniferous and deciduous trees, along with native shrubs and plants.
3. Site use: The parcel is used as a single-family residence.
4. Access: The property is accessed from 228th Avenue SE.
5. Appraised value for 2008 (Based on Assessor's information dated 05/18/09):

<u>Parcel #032406-9011</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$1,026,000	\$163,000	\$1,189,000
Tax applied	\$10,106.07*	\$1,605.55	\$11,711.62

NOTE: *The property is presently enrolled in the farm and agriculture open space program (RCW 84.34), impacting the current taxable land value, which is \$148,080 (tax applied \$1,457.80). For taxation purposes, PBRs participation reduces the **land assessed value** for the **portion** of the property enrolled.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter. (Ord. 10511 § 3, 1992; Ord. 1886 § 1, 1974; Ord. 1076 § 1, 1971).

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. These resources are based on the adopted King County Open Space Plan referenced in K.C.C. 20.12.380. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section A. and B. below.

A. The following open space resources are each eligible for the points indicated:

Exhibit 2

1. Active or passive recreation area – five points.
2. Aquifer protection area – five points.
3. Buffer to public land – three points.
4. Equestrian-pedestrian trail linkage – thirty-five points.
5. Farm and agricultural conservation land – five points.
6. Forest stewardship land – five points.
7. Historic landmark or archaeological site: buffer to a designated site – three points.
8. Historic landmark or archaeological site: designated site – five points.
9. Historic landmark or archaeological site: eligible site – three points.
10. Rural open space – five points.
11. Rural stewardship land – five points.
12. Scenic resource, viewpoint, or view corridor – five points.
13. Shoreline: conservancy environment – five points.
14. Shoreline: natural environment – three points
15. Significant native plant site – five points.
16. Significant wildlife or salmonid habitat – five points.
17. Special animal site – three points.
18. Surface water quality buffer – five points.
19. Urban open space – five points.
20. Watershed protection area – five points.

B. Property qualifying for an open space category in subsection A. of this section may receive credit for additional points as follows.

1. Resource restoration - five points.
2. Additional surface water quality buffer - three or five points.
3. Contiguous parcels under separate ownership - two points.
4. Conservation easement of historic easement – fifteen points.
5. Public access - points dependent on level of access.
 - a. Unlimited public access - five points.
 - b. Limited public access - sensitive areas - five points.
 - c. Environmental education access – three points
 - d. Seasonal limited public access - three points.
 - e. None or members only – zero points.
6. Easement and access – thirty-five points.

D. 2004 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-101 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives should be monitored to determine their effectiveness.

NOTE: PBRs is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

E-161 King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation.

R-504 Well-managed forestry and agriculture practices are encouraged because of their multiple benefits, including natural resource protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

E. RESOURCE CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resources

- Farm and agricultural conservation land

Although credit for this category was not requested, the property was used as pasture and is currently enrolled in the farm and agricultural open space program (RCW 84.34). In order to receive credit for this category the owner must also be implementing an approved farm management plan. The owner should work with the King Conservation District to produce such a plan. Award of credit is subject to a farm management plan being produced by December 1, 2009. Any area whose primary use is for farm/agriculture must be managed as provided for in an approved farm management plan for it to participate in PBRS. If the farm management plan is not implemented, then the previously farmed area could be removed from PBRS if they are not natively vegetated and qualified under some other awarded PBRS category.

- Significant wildlife or salmonid habitat

Although credit for this category was not requested, the property contains habitat for numerous wildlife species, including evidence of foraging by the pileated woodpecker, which is listed as a species of concern by the Washington Department of Fish and Wildlife. Award of this category is consistent with habitat as defined by KCC 20.36.100, section A.16.a(1). Credit for this category is recommended.

- Urban open space

The property is located within the urban area and the City of Sammamish. The open space portion of the land (approximately 13.5 acres) is natively vegetated and is more than one acre in size. Credit for this category is recommended.

- Watershed protection

The owner is providing retention of a greater percentage of significant trees than required by Sammamish Municipal Code and development standards. In order to receive PBRS credit for the watershed protection area category, a property must consist of an additional 15% forest cover beyond that required by code. Through enrollment of their forest acreage, they will promote retention and protect of 100% of the significant trees and existing vegetation, promote native wildlife and reduce the impacts of development on drainage systems and native habitats, well

beyond the City's standards for development, which meets the intent of this category. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRs program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.
2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resources

- | | |
|--|---|
| • Farm and agricultural conservation land | 5 |
| • Significant wildlife or salmonid habitat | 5 |
| • Urban open space | 5 |
| • Watershed protection area | 5 |

TOTAL 20 points

PUBLIC BENEFIT RATING

For the purpose of taxation, 20 points results in 30% of market value or a 70% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 20 points, subject to the following requirements:

Requirements for Property Enrolled in the Public Benefit Rating System Current Use Taxation Program

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRs) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of

current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The County Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.

2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by King County is granted by the Owner or the Owner's successors in interest to the Department of Natural Resources and Parks, King County or a grantee approved by King County or the City of Sammamish, these requirements may be superseded by the terms of such easement, upon written approval by King County.
3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the King County Council and the City of Sammamish in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor of a change in circumstance with regard to the Property.
4. When a portion of the open space Property is withdrawn or removed from the program, the City of Sammamish and the King County Rural and Regional Services or its successor and the Assessor shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Except as provided for in sections 6 and 7 below, no alteration of the open space land or resources shall occur without prior approval in writing by the City of Sammamish and the King County Rural and Regional Services or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of the open space Property or resources including but not limited to the following: *(Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.)*
 - a. erecting structures;
 - b. grading;
 - c. filling;
 - d. dredging;
 - e. channelizing;
 - f. modifying land or hydrology for surface water management purposes;
 - g. cutting, pruning, limbing or topping, clearing, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
 - h. applying herbicides or pesticides or any hazardous or toxic substance;

Exhibit 2

- i. discharging pollutants excepting stormwater;
 - j. paving, construction, application of gravel;
 - k. storing of equipment, household supplies, play equipment, or compost;
 - l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.
6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.
 7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor, in order to replace such species with native species or other appropriate vegetation.
 8. There shall be no motorized vehicle driving or parking allowed on the open space Property, except for the purpose of farming and in areas of the Property being used as farm and agricultural conservation land.
 9. Grazing of livestock is prohibited on the open space Property, except for the purpose of farming and in areas of the Property being used as farm and agricultural conservation land.
 10. Activities that are consistent with farm and agricultural uses and with an approved Farm Management Plan for the Property shall be permitted as long as those activities do not cause a significant adverse impact to the resource values of other awarded categories.
 11. Enrollment in PBRS does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Mona Davis, Senior Planner, City of Sammamish
Kamuran Gurol, Director of Community Development, City of Sammamish
David Kampp, Manager Kampp Family LLC, applicant
Wendy Morse, King County Assessors Office

Aerial - summer 2007

Parcel No.
0924 069 196

Parcel No.
0924 069 165

0.43 acres

6.28 acres

0.27 acres



The property is presently enrolled in the farm and agriculture open space program (RCW 84.34), impacting the current taxable land value, which is \$148,080 (tax applied \$1,457.80). Applicant is no longer eligible for this program, and instead seeks approval of enrollment in PBRs. Participation in PBRs reduces the land assessed value for the portion of the property enrolled.

3. The area which is proposed for current use assessment is outlined in yellow on the aerial photograph attached to the preliminary report. This site is 21.98 acres in area.
4. The Preliminary Report is incorporated herein by reference. Applicant's request is fully analyzed in the Preliminary Report, and it recommends that the request be granted because of the following open space resources:

Farm and agricultural land	5 points
Significant wildlife or salmonid habitat	5 points
Urban open space	5 points
Watershed protection area	5 points

Each resource is worth 5 points under the evaluation system, for a total of 20 points.

5. For the purpose of taxation, 20 points results in 30% of market value, or a 70% reduction in taxable value of the portion of the land enrolled.
6. Any conclusion of law deemed to be a finding of fact is adopted as such.

CONCLUSIONS OF LAW

1. The Examiner is authorized to conduct a public hearing and make a recommendation to the City Council and the King County Council.
2. KCC Ch 20.36 implements RCW 84.34 by establishing procedures, rules and fees for the consideration of applications for the public benefit rating system assessment valuation on open space land.
3. The criteria for approval of open space classification are set forth in KCC 20.36.100 (See Preliminary Report, pages 2-3) Points are assigned to high priority and medium priority resources, with points also earned under a bonus system and super bonus system.

4. The Preliminary Report concludes that Applicants' property is entitled to 20 points. This allows assessment of the eligible open space at 30% of market value, a reduction of 70% in taxable value for the portion of the land enrolled in the program. The Preliminary Report recommends approval of this amount. The Examiner concurs

5. Any finding of fact deemed to be a conclusion of law is adopted as such.

RECOMMENDATION

The Examiner recommends that the application of Kamp Family LLC for current use assessment of 21.93 acres of its property be approved, subject to the conditions shown on pages 6-7 of the Preliminary Report.

DONE this 17th day of June, 2009.



Gordon F. Crandall
Hearing Examiner



CITY COUNCIL AGENDA BILL

Subject:

Resolution for Mullen Property -2009 Public Benefit Rating System (PBRs) Program

Meeting Date: July 7, 2009

Date Submitted: June 25, 2009

Originating Department: Community Development

Clearances:**Action Required:**

Approve Resolution &
Forward to King County

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Draft Resolution
2. KC Report
3. Location Map
4. Hearing Examiner Recommendation

Budgeted Amount: N/A

Summary Statement:

Charles Robert and Lucy Mullen own a single-family residence located at 22210 SE 38th Street. The applicant has proposed to protect 1.66 acres of 2.65 acres under the Public Benefit Rating System (PBRs) incentive program authorized under RCW 84.34 and KCC 20.36. The program provides a property tax reduction for designating privately owned open space to remain preserved. The 1.66 acres have qualified for a total of three open space resources for a total of 15 points. This results in a 60% reduction in taxable value for the portion of land enrolled. If approved by the City of Sammamish City Council and the King County Parks, Open Space, and Natural Resources Committee, the property tax reduction would be effective for 2009.

Financial Impact:

Reduction of property tax of subject property, redistribution of the property tax annually to all other parcels located within City limits in year 2009 and thereafter. No revenue change to City of Sammamish.

Recommended Motion:

Authorize three members of City Council to sign resolution for King County Tax Parcel numbers 092406-9165 and 092406-9196 owned by Charles Robert & Lucy Mullen for participation in the PBRs.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. _____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, APPROVING PUBLIC BENEFIT RATING
SYSTEM, CURRENT USE ASSESSMENT FOR CHARLES
ROBERT & LUCY MULLEN TAX PARCEL NO. 092406-
9165 AND 092406-9196**

WHEREAS, Charles Robert and Lucy Mullen applied for current use assessment of their property located at 22210 SE 38th Street (parcels #0924069165 and 0924069196) in the City of Sammamish, King County File Number E08CT101SM; and

WHEREAS, King County has provided a staff report evaluating the request of Charles Robert and Lucy Mullen; and

WHEREAS, a public hearing on this application was held by the City of Sammamish Hearing Examiner on June 17, 2009; and

WHEREAS, the City Council has received the report of the Hearing Examiner recommending approval of the Public Benefit Rating System, Current Use Assessment request; and

WHEREAS, the City Council desires to approve the Public Benefit Rating System, Current Use Assessment request of Charles Robert and Lucy Mullen subject to conditions as recommended by the City of Sammamish Hearing Examiner; and

WHEREAS, RCW Chapter 84.34.037 provides that Public Benefit Rating System, Current Use Assessment requests shall be acted upon by granting authority of three members of the County legislative body and three members of the City legislative body in which the land is located; and

WHEREAS, the Growth Management and Natural Resources Committee of the King County Council considered the application on June 23, 2009;

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

Section 1. Adoption of Hearing Examiner's Recommendation. The City Council hereby adopts the findings, conclusions and recommendation of the Hearing Examiner for the Public Benefit Rating System, Current Use Assessment Request of Charles Robert and Lucy Mullen for King County Tax Parcels 092406-9165 and 092406-9196.

Section 2. Grant of Approval. The City Council hereby approves the Public Benefit Rating System, Current Use Assessment request of Charles Robert and Lucy Mullen, and authorizes filing of the approval with the King County Growth Management and Natural Resources Committee.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of the Resolution, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of the Resolution be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE ___ DAY OF JULY 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Councilmember

Councilmember

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 25, 2007

Passed by the City Council:

Resolution No.:

CERTIFIED COPY

I, Melonie Anderson, City Clerk for the City of Sammamish, WA, do certify that this is a true and correct copy of the original on file with the City.

DATED this 7th day of July, 2009

Melonie Anderson, City Clerk

**KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION**

Preliminary Report to the City of Sammamish

May 18, 2009

APPLICANT: Charles Robert Mullen

File No. E08CT101SM

A. GENERAL INFORMATION:

1. Owners: Charles Robert and Lucy J. Mullen
22210 SE 38th Street
Sammamish, WA 98075
2. Property location: same as above
3. Zoning: R4
4. STR: SE-09-24-06
5. PBRS categories requested:

Open space resources

Aquifer protection area
Significant wildlife or salmonid habitat
Surface water quality buffer
Urban open space
Watershed protection area

6. Parcel:	092406-9165	092406-9196
Total acreage:	1.00	1.65
Requested PBRS:	0.69	1.65
Home site/excluded area:	0.43	0.56
Recommended PBRS:	0.57	1.09*

NOTE: The portion recommended for enrollment in PBRS (1.66 acres) is the entire property (2.65 acres) less the excluded areas (0.99 acres) as measured. The attached aerial photo (summer 2007) outlines in yellow the parcels, and in blue and green the areas proposed to be excluded from PBRS. In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

*Most of the area outlined in green (0.28 acres) contains non-native invasive plant species, mainly Himalayan blackberry. If this area is restored according to an approved plan, then

it could be included in PBRS. If credit is awarded administratively because the category conditions are met (see category recommendation on page 5), then the PBRS acreage would increase to a total of 1.94 acres (1.37 acres of parcel -9196).

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned R-1, R-4, R-4i, R-6i or are in the City of Issaquah.
2. Development of the subject property and resource characteristics of open space area: The property contains a single-family residence, carport, paved driveway, landscaping, lawn, garden, and septic system. The open space portion of the property consists of is a mix of coniferous and deciduous trees, along with native shrubs and plants. A portion of a wetland is located near the north property boundary. The buffer to this wetland extends beyond the neighbor's boundary line and into the northern third of the applicant's property.
3. Site use: The parcel is used as a single-family residence.
4. Access: The property is accessed from SE 38th Street.
5. Appraised value for 2008 (Based on Assessor's information dated 05/05/09):

<u>Parcel #092406-9165</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$240,000	\$285,000	\$525,000
Tax applied	\$2,363.99	\$2,807.25	\$5,171.24
<u>Parcel #092406-9196</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$275,000	\$0	\$275,000
Tax applied	\$2,708.74	\$0	\$2,708.74

NOTE: For taxation purposes, PBRS participation reduces the **land assessed value** for the **portion** of the property enrolled.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural

land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter. (Ord. 10511 § 3, 1992: Ord. 1886 § 1, 1974: Ord. 1076 § 1, 1971).

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. These resources are based on the adopted King County Open Space Plan referenced in K.C.C. 20.12.380. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section A. and B. below.

A. The following open space resources are each eligible for the points indicated:

1. Active or passive recreation area – five points.
2. Aquifer protection area – five points.
3. Buffer to public land – three points.
4. Equestrian-pedestrian trail linkage – thirty-five points.
5. Farm and agricultural conservation land – five points.
6. Forest stewardship land – five points.
7. Historic landmark or archaeological site: buffer to a designated site – three points.
8. Historic landmark or archaeological site: designated site – five points.
9. Historic landmark or archaeological site: eligible site – three points.
10. Rural open space – five points.
11. Rural stewardship land – five points.
12. Scenic resource, viewpoint, or view corridor – five points.
13. Shoreline: conservancy environment – five points.
14. Shoreline: natural environment – three points
15. Significant native plant site – five points.
16. Significant wildlife or salmonid habitat – five points.
17. Special animal site – three points.
18. Surface water quality buffer – five points.
19. Urban open space – five points.
20. Watershed protection area – five points.

B. Property qualifying for an open space category in subsection A. of this section may receive credit for additional points as follows.

1. Resource restoration - five points.
2. Additional surface water quality buffer - three or five points.
3. Contiguous parcels under separate ownership - two points.
4. Conservation easement of historic easement – fifteen points.
5. Public access - points dependent on level of access.
 - a. Unlimited public access - five points.
 - b. Limited public access - sensitive areas - five points.

Exhibit 2

- c. Environmental education access – three points
 - d. Seasonal limited public access - three points.
 - e. None or members only – zero points.
6. Easement and access – thirty-five points.

D. 2004 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-101 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives should be monitored to determine their effectiveness.

NOTE: PBRS is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

E-161 King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation.

R-504 Well-managed forestry and agriculture practices are encouraged because of their multiple benefits, including natural resource protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

E. RESOURCE CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resources

- Aquifer protection area

The majority of the property is forested, which offers protection to the groundwater recharge process. However, in order to receive credit for this category a portion of the land must be designated as a critical aquifer recharge area (CARA). This type of designation is not on or adjacent to the property. Credit for this category can not be recommended.

- Significant wildlife or salmonid habitat

The property contains habitat for numerous wildlife species, including evidence of foraging by the pileated woodpecker, which is listed as a species of concern by the Washington Department of Fish and Wildlife. Award of this category is consistent with habitat as defined by KCC 20.36.100, section A.16.a(1). Credit for this category is recommended.

- Surface water quality buffer

The property to the north contains a portion of a wetland. The buffer to this wetland, but not the wetland itself, extends beyond the neighbor's property boundary and into the northern third of the

Mullen's property (please refer to supporting information provided in the PBRS application). In order to receive credit for this category, the enrolling PBRS land must contain a portion of the resource being protected. Credit for this category can not be recommended.

- Urban open space

The property is located within the urban area and the City of Sammamish. The open space portion is natively vegetated and is more than one acre in size. Credit for this category is recommended.

- Watershed protection

The owners are providing retention of a greater percentage of significant trees than required by Sammamish Municipal Code and development standards. In order to receive PBRS credit for the watershed protection area category, a property must consist of an additional 15% forest cover beyond that required by code. Through enrollment of their forest acreage, they will promote retention and protect of 100% of the significant trees and existing vegetation, promote native wildlife and reduce the impacts of development on drainage systems and native habitats, well beyond the City's standards for development, which meets the intent of this category. Credit for this category is recommended.

Bonus category

- Resource restoration

Although credit for this category was not requested, in order to enroll the area outlined in green (see attached map), it must be restored. At the moment, this area is primarily non-native Himalayan blackberry, which must be controlled, irradiated and then restored with native plant species for it to enroll in PBRS. Award of this category is dependent upon the approval and implementation of a resource restoration plan. This plan must minimally specify how the enrolling land will be managed, which includes the control of invasive plants and the replanting/reforesting with native species within the next three years. It must include the types of plants to be used and approximate location of these plants, as well as a maintenance plan for at least the next five years. This resource restoration plan must be provided to the Department by July 1, 2009, and approved by the City and the Department by September 1, 2009. At this time credit for this category is not recommended. **However, credit for this category and enrollment of the area outlined in should be awarded administratively if requirements are met.**

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.

Exhibit 2

2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resources

- Aquifer protection area 0
- Significant wildlife or salmonid habitat 5
- Surface water quality buffer 0
- Urban open space 5
- Watershed protection area 5

Bonus category

- Resource restoration *

TOTAL 15 points

NOTE: *If credit is awarded for this category, the point total and the percent reduction would increase to 20 points and a 70% reduction.

PUBLIC BENEFIT RATING

For the purpose of taxation, 15 points results in 40% of market value or a 60% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 15 points, subject to the following requirements:

**Requirements for Property Enrolled in the
Public Benefit Rating System Current Use Taxation Program**

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRs) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The County Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.
2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by King County is granted by

the Owner or the Owner's successors in interest to the Department of Natural Resources and Parks, King County or a grantee approved by King County or the City of Sammamish, these requirements may be superseded by the terms of such easement, upon written approval by King County.

3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the King County Council and the City of Sammamish in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor of a change in circumstance with regard to the Property.
4. When a portion of the open space Property is withdrawn or removed from the program, the City of Sammamish and the King County Rural and Regional Services or its successor and the Assessor shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Except as provided for in sections 6 and 7 below, no alteration of the open space land or resources shall occur without prior approval in writing by the City of Sammamish and the King County Rural and Regional Services or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of the open space Property or resources including but not limited to the following: *(Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.)*
 - a. erecting structures;
 - b. grading;
 - c. filling;
 - d. dredging;
 - e. channelizing;
 - f. modifying land or hydrology for surface water management purposes;
 - g. cutting, pruning, limbing or topping, clearing, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
 - h. applying herbicides or pesticides or any hazardous or toxic substance;
 - i. discharging pollutants excepting stormwater;
 - j. paving, construction, application of gravel;
 - k. storing of equipment, household supplies, play equipment, or compost;
 - l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.
6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.

Exhibit 2

7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor, in order to replace such species with native species or other appropriate vegetation.
8. There shall be no motorized vehicle driving or parking allowed on the open space Property.
9. Grazing of livestock is prohibited on the open space Property.
10. Resource restoration must be implemented in a timely manner in accordance with any Resource Restoration Plan that applies to the Property and that has been approved by the King County Rural and Regional Services or its successor and the City of Sammamish. During plan implementation and for the first 5 years of enrollment, the Owner must submit a yearly monitoring report to the King County Rural and Regional Services or its successor describing the progress and success of the restoration, including photographs. A biologist or environmental consultant need not prepare the report.
11. Enrollment in PBRS does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Mona Davis, Senior Planner, City of Sammamish
Kamuran Gurol, Director of Community Development, City of Sammamish
Charles Robert Mullen, applicant
Wendy Morse, King County Assessors Office

1.27 acres

Parcel No
0324069011



BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Charles Robert Mullen and Lucy J. Mullen For Classification and Real Property Assessment Under Current Use Assessment Statutes RCW Ch.84.34)

**File No. E08CT101SM
FINDINGS OF FACT
CONCLUSIONS OF LAW
AND
RECOMMENDATION**

Charles Robert Mullen and Lucy J. Mullen (Applicants) applied for current use assessment of a portion of their property in the City of Sammamish. The matter came on for public hearing on June 17, 2009 at 10:00 AM. In attendance and participating in the hearing were Mona Davis, Associate Planner and Ted Sullivan of the King County Department of Natural Resources and Parks, Water and Land Resources Division. Public notice of the hearing was given as provided by law. No one from the public appeared at the hearing.

The following exhibits were offered and admitted:

1. Preliminary Report to the City of Sammamish, K.C.
2. Affidavit of Mailing
3. Newspaper publication information
4. Aerial photograph

The Preliminary Report to the City of Sammamish analyzed the request for current use assessment and recommended a public benefit rating for the property to be enrolled. A general discussion of the available open space categories was held. The hearing adjourned at about 11:00AM.

FINDINGS OF FACT

1. Applicants are owners of property in the 22210 SE 38th Street. The site consists of two parcels for a total of 2.65 acres in area and is improved with a single-family residence, carport, paved driveway, landscaping, lawn, garden and septic system. The site is zoned R4 and properties in the vicinity are zoned R-1, R4, R-4i and R6i. The site is accessed from SE 38th Street.
2. The site is appraised by the King County Assessor and taxed as follows:

Parcel 092406-9165	\$525,000	\$5,171.24
Parcel 092406-9196	275,000	2,708.74

3. The area which is proposed for current use assessment is outlined in yellow on the aerial photograph attached to the preliminary report. This site is 1.66 acres in area. An additional .28 acre may be added administratively if it is cleared of non-native invasive plant species under an approved plan
4. The Preliminary Report is incorporated herein by reference. Applicants' request is fully analyzed in the Preliminary Report, and it recommends that the request be granted because of the following open space resources:

- Significant wildlife or salmonid habitat
- Urban open space
- Watershed protection area

Each resource is worth 5 points under the evaluation system, for a total of 15 points.

5. For purposes of taxation, 15 points results in 40% of market value, or a 60% reduction in taxable value of the portion of the land enrolled. If a resource restoration plan is approved and implemented for the additional .28 acres, the point total will be 20 for a 70% reduction of market value.
6. Any conclusion of law deemed to be a finding of fact is adopted as such.

CONCLUSIONS OF LAW

1. The Examiner is authorized to conduct a public hearing and make a recommendation to the City Council and the King County Council.
2. KCC Ch 20.36 implements RCW 84.34 by establishing procedures, rules and fees for the consideration of applications for the public benefit rating system assessment valuation on open space land.
3. The criteria for approval of open space classification are set forth in KCC 20.36.100 (See Preliminary Report, pages 2-3) Points are assigned to high priority and medium priority resources, with points also earned under a bonus system and super bonus system.
4. The Preliminary Report concludes that Applicants' property is entitled to 15 points. This allows assessment of the eligible open space at 40% of market value, a reduction of 60% in taxable value for the portion of the land enrolled in the

program. The Preliminary Report recommends approval of this amount. The Examiner concurs

5. Any finding of fact deemed to be a conclusion of law is adopted as such.

RECOMMENDATION

The Examiner recommends that the application of Charles Robert Mullen and Lucy J. Mullen for current use assessment of 1.66 acres of their property be approved, subject to the conditions shown on pages 6-8 of the Preliminary Report.

DONE this 17th Day of June, 2009.

A handwritten signature in cursive script that reads "Gordon F. Crandall".

Gordon F. Crandall
Hearing Examiner



CITY COUNCIL AGENDA BILL

Subject:

Resolution for Ralou Farm LLC Property -2009
Public Benefit Rating System (PBRs) Program

Meeting Date: July 7, 2009**Date Submitted:** June 25, 2009**Originating Department:** Community Development**Clearances:****Action Required:**

Approve Resolution &
Forward to King County

 City Manager **Police** **Public Works** **Fire** **Building/Planning** **Attorney****Exhibits:**

1. Draft Resolution
2. KC Report
3. Location Map
4. Hearing Examiner Recommendation

Budgeted Amount: N/A

Summary Statement:

Raymond and Louise Pedrizetti, managing members of the Ralou Farm LLC, owns a single-family residence and several outbuildings located at 1207 208th Ave SE. The applicant has proposed to protect 7.50 acres of 10.25 acres under the Public Benefit Rating System (PBRs) incentive program authorized under RCW 84.34 and KCC 20.36. The program provides a property tax reduction for designating privately owned open space to remain preserved. The 7.50 acres have qualified for a total of one open space resource for a total of 5 points. This results in a 50% reduction in taxable value for the portion of land enrolled. If approved by the City of Sammamish City Council and the King County Parks, Open Space, and Natural Resources Committee, the property tax reduction would be effective for 2009.

Financial Impact:

Reduction of property tax of subject property, redistribution of the property tax annually to all other parcels located within City limits in year 2009 and thereafter. No revenue change to City of Sammamish.

Recommended Motion:

Authorize three members of City Council to sign resolution for King County Tax Parcel number 052406-9055 owned by the Ralou Farm LLC for participation in the PBRs.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. _____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, APPROVING PUBLIC BENEFIT RATING
SYSTEM, CURRENT USE ASSESSMENT FOR THE
RALOU FARM LLC - TAX PARCEL NO. 052406-9055**

WHEREAS, the Ralou Farm LLC (Managing Members: Raymond & Louise Pedrizetti) applied for current use assessment of their property located at 1207 208th Avenue SE (parcel #0524069055) in the City of Sammamish, King County File Number E09CT003SM; and

WHEREAS, King County has provided a staff report evaluating the request of the Ralou Farm LLC; and

WHEREAS, a public hearing on this application was held by the City of Sammamish Hearing Examiner on June 17, 2009; and

WHEREAS, the City Council has received the report of the Hearing Examiner recommending approval of the Public Benefit Rating System, Current Use Assessment request; and

WHEREAS, the City Council desires to approve the Public Benefit Rating System, Current Use Assessment request of the Ralou Farm LLC subject to conditions as recommended by the City of Sammamish Hearing Examiner; and

WHEREAS, RCW Chapter 84.34.037 provides that Public Benefit Rating System, Current Use Assessment requests shall be acted upon by granting authority of three members of the County legislative body and three members of the City legislative body in which the land is located; and

WHEREAS, the Growth Management and Natural Resources Committee of the King County Council considered the application on June 23, 2009;

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

Section 1. Adoption of Hearing Examiner's Recommendation. The City Council hereby adopts the findings, conclusions and recommendation of the Hearing Examiner for the Public Benefit Rating System, Current Use Assessment Request of the Ralou Farm LLC for King County Tax Parcel 052406-9055.

Section 2. Grant of Approval. The City Council hereby approves the Public Benefit Rating System, Current Use Assessment request of the Ralou Farm LLC, and authorizes filing of the approval with the King County Growth Management and Natural Resources Committee.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of the Resolution, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of the Resolution be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE ___ DAY OF JULY 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Councilmember

Councilmember

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 25, 2007

Passed by the City Council:

Resolution No.:

CERTIFIED COPY

I, Melonie Anderson, City Clerk for the City of Sammamish, WA, do certify that this is a true and correct copy of the original on file with the City.

DATED this 7th day of July, 2009

Melonie Anderson, City Clerk

KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION

Preliminary Report to the City of Sammamish

May 18, 2009

APPLICANT: Ralou Farm LLC, Managing Members: Raymond and Louise File No. E09CT003SM

A. GENERAL INFORMATION:

1. Owner: Ralou Farm LLC, Managing Members: Raymond and Louise Pedrizetti
1207 208th Avenue SE
Sammamish, WA 98075
2. Property location: same as above
3. Zoning: R-1
4. STR: NE-05-24-06
5. PBRS category requested:

Open space resource
Farm and agricultural conservation land

6. Parcel: 052406-9055
Total acreage: 10.25
Requested PBRS: 7.00
Home site/excluded area: 2.75
Recommended PBRS: 7.50

NOTE: The property is participating in the farm and agriculture open space program (RCW 84.34). The portion recommended for enrollment in PBRS is the entire property less excluded area as measured. The attached aerial photo (summer 2007) outlines in yellow the parcel and in blue the area proposed to be excluded from PBRS. In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned R-1, R-4, and Pzc.
2. Development of the subject property and resource characteristics of open space area: The property contains a single-family residence, wood shop, storage building well head, pool and

Exhibit 2

cabana, barn and arena, fenced pastures and paddocks, equipment building, paved driveway, landscaping, lawn, garden, retention/detention vault, and septic system. The open space portion of the property consists of a large pasture area and small forest, which contains a mix of coniferous and deciduous trees, along with native shrubs and plants.

3. Site use: The parcel is used as a single-family residence and commercial farm.
4. Access: The property is accessed from SE 12th Street off of 212th Avenue SE.
5. Appraised value for 2008 (Based on Assessor's information dated 05/18/09):

<u>Parcel #052406-9055</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$843,000	\$1,370,000	\$2,213,000
Tax applied	\$8,303.53*	\$12,607.98	\$20,911.51

NOTE: *The property is presently enrolled in the farm and agriculture open space program (RCW 84.34), impacting the current taxable land value, which is \$290,667 (tax applied \$2,863.06). For taxation purposes, PBRs participation reduces the **land assessed value** for the **portion** of the property enrolled.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter. (Ord. 10511 § 3, 1992: Ord. 1886 § 1, 1974: Ord. 1076 § 1, 1971).

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. These resources are based on the adopted King County Open Space Plan referenced in K.C.C. 20.12.380. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section A. and B. below.

A. The following open space resources are each eligible for the points indicated:

Exhibit 2

1. Active or passive recreation area – five points.
 2. Aquifer protection area – five points.
 3. Buffer to public land – three points.
 4. Equestrian-pedestrian trail linkage – thirty-five points.
 5. Farm and agricultural conservation land – five points.
 6. Forest stewardship land – five points.
 7. Historic landmark or archaeological site: buffer to a designated site – three points.
 8. Historic landmark or archaeological site: designated site – five points.
 9. Historic landmark or archaeological site: eligible site – three points.
 10. Rural open space – five points.
 11. Rural stewardship land – five points.
 12. Scenic resource, viewpoint, or view corridor – five points.
 13. Shoreline: conservancy environment – five points.
 14. Shoreline: natural environment – three points
 15. Significant native plant site – five points.
 16. Significant wildlife or salmonid habitat – five points.
 17. Special animal site – three points.
 18. Surface water quality buffer – five points.
 19. Urban open space – five points.
 20. Watershed protection area – five points.
- B. Property qualifying for an open space category in subsection A. of this section may receive credit for additional points as follows.
1. Resource restoration - five points.
 2. Additional surface water quality buffer - three or five points.
 3. Contiguous parcels under separate ownership - two points.
 4. Conservation easement of historic easement – fifteen points.
 5. Public access - points dependent on level of access.
 - a. Unlimited public access - five points.
 - b. Limited public access - sensitive areas - five points.
 - c. Environmental education access – three points
 - d. Seasonal limited public access - three points.
 - e. None or members only – zero points.
 6. Easement and access – thirty-five points.

D. 2004 COMPREHENSIVE PLAN POLICIES AND TEXT:

- E-101 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives should be monitored to determine their effectiveness.

NOTE: PBRS is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

E-161 King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation.

R-504 Well-managed forestry and agriculture practices are encouraged because of their multiple benefits, including natural resource protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

E. RESOURCE CATEGORY REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resource

- Farm and agricultural conservation land
The property is used for horse boarding and will continue to be used for that purpose. It is currently enrolled in the farm and agricultural open space program (RCW 84.34). In order to receive credit for this category the owner must also be implementing an approved farm management plan. The approved farm management plan, which was produced by the King Conservation District, was provided by the owner. Any area whose primary use is for farm/agriculture must be managed as provided for in an approved farm management plan for it to participate in PBRS. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.

2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resource

- Farm and agricultural conservation land

5

TOTAL 5 points

PUBLIC BENEFIT RATING

For the purpose of taxation, 5 points results in 50% of market value or a 50% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 5 points, subject to the following requirements:

**Requirements for Property Enrolled in the
Public Benefit Rating System Current Use Taxation Program**

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRs) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The County Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.
2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by King County is granted by the Owner or the Owner's successors in interest to the Department of Natural Resources and Parks, King County or a grantee approved by King County or the City of Sammamish, these requirements may be superseded by the terms of such easement, upon written approval by King County.
3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the King County Council and the City of Sammamish in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the Assessor, the City of Sammamish, and the King County Rural and Regional Services or its successor of a change in circumstance with regard to the Property.

4. When a portion of the open space Property is withdrawn or removed from the program, the City of Sammamish and the King County Rural and Regional Services or its successor and the Assessor shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Except as provided for in sections 6 and 7 below, no alteration of the open space land or resources shall occur without prior approval in writing by the City of Sammamish and the King County Rural and Regional Services or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of the open space Property or resources including but not limited to the following: *(Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.)*
 - a. erecting structures;
 - b. grading;
 - c. filling;
 - d. dredging;
 - e. channelizing;
 - f. modifying land or hydrology for surface water management purposes;
 - g. cutting, pruning, limbing or topping, clearing, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
 - h. applying herbicides or pesticides or any hazardous or toxic substance;
 - i. discharging pollutants excepting stormwater;
 - j. paving, construction, application of gravel;
 - k. storing of equipment, household supplies, play equipment, or compost;
 - l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.
6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.
7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the City of Sammamish and the King County Rural and Regional Services or its successor, in order to replace such species with native species or other appropriate vegetation.
8. There shall be no motorized vehicle driving or parking allowed on the open space Property, except for the purpose of farming and in areas of the Property being used as farm and agricultural conservation land.

Exhibit 2

9. Grazing of livestock is prohibited on the open space Property, except for the purpose of farming and in areas of the Property being used as farm and agricultural conservation land.
10. Activities that are consistent with farm and agricultural uses and with an approved Farm Management Plan for the Property shall be permitted as long as those activities do not cause a significant adverse impact to the resource values of other awarded categories.
11. Enrollment in PBRS does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Mona Davis, Senior Planner, City of Sammamish
Kamuran Gurol, Director of Community Development, City of Sammamish
Ralou Farm LLC, Managing Members: Raymond and Louise, applicant
Wendy Morse, King County Assessors Office

Aerial - summer 2007

Parcel No
0524 069055

2.75 acres



BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

**Application of Ralou Farm LLC,)
For Classification and)
Real Property Assessment Under)
Current Use Assessment Statutes)
RCW Ch. 84.34)**

**File No. E09CT003SM
FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
RECOMMENDATION**

Ralou Farm LLC, by its Managing Members Raymond and Louise Pedrizetti (Applicant) applied for current use assessment of a portion of its property in the City of Sammamish. The matter came on for public hearing on June 17th, 2009 at 10:00 AM. In attendance and participating in the hearing were Mona Davis, Senior Planner and Ted Sullivan of the King County Department of Natural Resources and Parks, Water and Land Resources Division. Public notice of the hearing was given as provided by law. No one from the public appeared at the hearing.

The following exhibits were offered and admitted:

1. Preliminary Report to the City of Sammamish
2. Affidavit of Mailing
3. Newspaper publication information
4. Aerial photograph
5. Farm Management Plan

The Preliminary Report to the City of Sammamish analyzed the request for current use assessment and recommended a public benefit rating for the property to be enrolled. A general discussion of the available open space categories was held. The hearing adjourned at about 11:00 AM.

FINDINGS OF FACT

1. Applicants are owners of property at 1207 208th Avenue SE in Sammamish. The site is 10.25 acres in area and is improved with a single-family residence, wood shop, storage building, well head, pool and cabana, barn and arena, fenced pasture and paddocks, equipment building, paved driveway, landscaping, lawn, garden, retention/detention vault, and septic system. The site is zoned R1 and properties in the vicinity are zoned R1 and Pzc. The site is accessed from SE 12th Street off of 212th Avenue SE.
2. The site is appraised by the King County Assessor as follows:

Land	\$843,000
Improvements	1,370,000

Taxes for the year 2009 are \$8,303.53.

The property is presently enrolled in the farm and agricultural open space program (RCW 84.34) which impacts the current taxable land value, which is \$290,667 (tax applied \$2,863.06). For purposes of taxation, PBRs participation reduces the land assessed value for the portion of the property enrolled.

3. The area which is proposed for current use assessment is outlined in yellow on the aerial photograph attached to the preliminary report. This site is 7.50 acres in area.
4. The Preliminary Report is incorporated herein by reference. Applicant's request is fully analyzed in the Preliminary Report, which recommends that the request be granted because of the following open space resources:

Farm and agricultural conservation land.

This resource is worth 5 points under the evaluation system, so long as applicant is implementing an approved farm management plan. .

5. For the purpose of taxation, 5 points results in 50% of market value, or a 50% reduction in taxable value of the portion of the land enrolled.
6. Any conclusion of law deemed to be a finding of fact is adopted as such.

CONCLUSIONS OF LAW

1. The Examiner is authorized to conduct a public hearing and make a recommendation to the City Council and the King County Council.
2. KCC Ch 20.36 implements RCW 84.34 by establishing procedures, rules and fees for the consideration of applications for the public benefit rating system assessment valuation on open space land.
3. The criteria for approval of open space classification are set forth in KCC 20.36.100 (See Preliminary Report, pages 2-3) Points are assigned to high priority and medium priority resources, with points also earned under a bonus system and super bonus system.
4. The Preliminary Report concludes that Applicants' property is entitled to 5 points. This allows assessment of the eligible open space at 50% of market value, a reduction of 50% in taxable value for the portion of the land enrolled in the

program. The Preliminary Report recommends approval of this amount. The Examiner concurs

5. Any finding of fact deemed to be a conclusion of law is adopted as such.

RECOMMENDATION

The Examiner recommends that the application of Ralou Farm LLC for current use assessment of 7.5 acres of their property be approved, subject to the conditions shown on page 5-7 of the Preliminary Report.

DONE this 17th day of June, 2009.



Gordon F. Crandall
Hearing Examiner



CITY COUNCIL AGENDA BILL

Subject: Resolution: 2008 Room 214 Modification
Project: Contract #C2008-163; Final Project
Acceptance

Meeting Date: July 7, 2009

Date Submitted: June 29, 2009

Originating Department: Public Works

Clearances:

Action Required:

Approve the final contract amount of \$192,052.38 with Bayley Construction, of Mercer Island, Washington, and accept construction of the 2008 Room 214 Modification Project, complete as of July 7, 2009.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Resolution of Project Acceptance

Budgeted Amount: A total of \$350,000.00 was budgeted in the 2007-08 budget for completion of the Room 214 modification project. Due to receipt of better than anticipated bids, at the time of bid award by the City Council, only \$203,830.00 of this budget amount needed to be authorized for the actual project construction work.

Summary Statement:

Construction of this project is now complete. This project included tenant improvements to 3000 s.f. of existing space on the second floor of the Sammamish City Hall. This is the space occupied by the Finance & Parks Departments.

There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor for this project.

All work under this contract has been completed in accordance with the Contract authorized by the City Council and signed by the City Manager. The recommended action approves the final contract amount and constitutes the City's final acceptance of the work.

Background:

The contract for the Room 214 Modifications Project was awarded by the City Council to Bayley Construction, at the Council's October 7, 2008 meeting, in an amount not to exceed \$203,830.00. Work began on the project on October 20, 2008, and was substantially complete by December 31, 2008.

Financial Impact:

The completed improvements were constructed for the total amount of \$ 192,052.38. There were two change orders authorized during project.

Summary of Completed Project Budget:

Original Contract Award Amount	\$ 185,300.00 (including w.s.s.t.)
Change Order #1	\$ 8,016.09 Data line revision, additional patch and paint, collapsed duct repair, additional exit sign.
Change Order #2	<\$ 1,263.71> Credit back from collapsed duct repair.
Total cost for the project	\$ 192,052.38
Total authorized contract amount	\$ 203,830.00
TOTAL CONTRACT SAVINGS	\$ 11,777.62

The \$ 11,777.62 of construction contract savings is returned to the General Government Capital Improvement Fund (Fund 301) fund balance for allocation to other projects.

Recommended Motion:

Move to approve the final contract amount with Bayley Construction of Mercer Island, Washington, for the final construction amount of \$192,052.38 and accept construction of the 2008 Room 214 Modification Project, complete as of July 7, 2009.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH 2008
ROOM 214 MODIFICATIONS PROJECT AS COMPLETE**

WHEREAS, at the Council meeting of October 7, 2008, the City Council authorized the City Manager to enter into a contract with the lowest responsible and responsive bidder for the Sammamish City Hall Room 214 Modifications Project; and

WHEREAS, the project contract not to exceed amount was authorized by the City Council at \$203,830.00; and

WHEREAS, the City Manager entered into Contract C2008-163 for the Room 214 Modifications Project with Bayley Construction, on October 7, 2008; and

WHEREAS, the project was substantially completed by the contractor by December 31, 2008; and

WHEREAS, the total project construction contract cost was \$192,052.38, \$11,777.62 less than the authorized not to exceed construction contract amount;

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

Section 1. Acceptance of the 2008 Room 214 Modifications Project as Complete. The City of Sammamish hereby accepts the 2008 Room 214 Modifications Project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF JULY 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: June 29, 2009

Passed by the City Council:

Resolution No.: R2009-___



CITY COUNCIL AGENDA BILL

Subject:

Contract: Connectivity; Town Center Walkability;
and Public Works Roadway Design Standard
Development

Meeting Date: July 7, 2009**Date Submitted:** July 1, 2009**Originating Department:** Public Works**Clearances:****Action Required:**

Authorize the City Manager execute a Contract
Agreement with Glattig Jackson Kercher Anglin to
provide professional services.

 City Manager **Police** **Public Works** **Fire** **Building/Planning** **Attorney****Exhibits:**

Agreement for Services with Glattig Jackson
Kercher Anglin Inc.

Budgeted Amount:

Fund	Description	2009 Budgeted Amount
340-117-595-30-63-00	Neighborhood Projects	\$114,000
340-149-595-10-63-00	Towncenter Roadway Analysis	\$100,000
001-040-532-20-41-02	General Engineering Professional Services	\$80,000

Summary Statement:

The Public Works Department desires to enter into a contract agreement with Glattig Jackson Kercher Anglin Inc. for various professional services related to the connectivity and our roadway standards.

Glattig Jackson Kercher Anglin Inc. is known nationally for their planning and development of walkable communities. This contract will utilize their experience and expertise as we work on Connectivity, Towncenter Infrastructure planning, and Public Works Roadway Design Standards. While these projects are separate, they all directly impact future development of our transportation system and our roadway standards. It is the Public Works

desire to have one consultant available to reconcile these projects and provide examples from the national level including lessons learned.

Background:

The contract scope of work includes four major items of work. Assistance with the public involvement around the connectivity process, including recommendations for improvements; peer review and advice on the infrastructure plan and roadway standards currently being developed by David Evans and Associates for Towncenter; assistance with development of Public Works Roadway Design Standards; and other items/projects as assigned. Other items/projects as assigned are included in the contract as optional tasks such as development of graphics, or updates to City Council, if they become appropriate.

Financial Impact:

The total contract is not to exceed \$75,000. Each task will be given separate written authorization. This will allow staff to only utilize tasks that are appropriate and beneficial. There is existing budget for each of the items and it is broken down as depicted in the following table:

Major Work Item	Budget Account	Approved 09 Budget	Contact Amount
Connectivity	Neighborhood Projects	\$114,000	\$21,500
Towncenter	Towncenter Roadway Analysis	\$100,000	\$14,300
PW Design Standards	General Engineering: Professional Services	\$80,000	\$32,800
Other Tasks	TBD	TBD	\$6,400

Recommended Motion:

Move to authorize the City Manager to execute a contract with Glatting Jackson Kercher Anglin Inc. for an amount not to exceed \$75,000 for Professional Services in association with Connectivity, Towncenter roadway analysis, Public Works Design Standard development and other on-call tasks as assigned.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Glatting Jackson Kercher Anglin, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " __ "

A sum not to exceed \$75,000

Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification. To the extent of its negligence or fault, the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses,

Exhibit 1

or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

8. Record Keeping and Reporting.

Exhibit 1

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

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

Exhibit 1

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

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

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

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

Glatting Jackson Kercher Anglin, Inc.
Attn: Sharon K. Lamantia, Vice President
120 N. Orange Avenue
Orlando, FL 32801
407-843-6552
slamantia@glatting.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Sharon K. Lamantia

Title: City Manager

Title: Vice President

Date: _____

Date: June 30, 2009

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

**Scope of Services
City of Sammamish Agreement for Services
Glatting Jackson Project #21971.0
June 5, 2009
Revised June 10, 2009
Revised June 30, 2009**

1.0 PROJECT DESCRIPTION

- 1.1 The City of Sammamish (City) desires to retain Glatting Jackson Kercher Anglin, Inc. (Consultant) to provide professional consulting services related to the City's Street Design Guidelines, the Town Center Infrastructure Plan, street connectivity including evaluation of barrier removal criteria and other tasks as assigned under the scope of services in this agreement.
- 1.2 All services shall be provided in accordance with the terms and conditions of the City of Sammamish Agreement for Services dated _____.

2.0 SCOPE OF SERVICES

Part I – Review Street Design Guidelines

- 2.1 **Project Management** – In addition to the specific services detailed below, Consultant shall coordinate our work with the City's representative, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Existing Data** – The City will provide the Consultant with the following data: Street Design Guidelines; the Town Center Infrastructure Plan; a map of the barrier locations, including types and photographs; and the City's Comprehensive Plan and Planning Amendment(s) with references to connectivity, neighborhood preservation, and areas of special concern marked. The City will also provide any past traffic studies, counts, traffic calming plans, and other documents related to the project, including previous studies, documentation of public participation processes, and plans/proposed developments prepared by others. Consultant shall rely on all information supplied by the City as accurate and correct.
- 2.3 **Review Draft Street Design Guidelines** – Consultant will review the draft Street Design Guidelines provided by the City. The review will include suggestions for making the document more user-friendly and readable. The Consultant will review the draft Street Design Guideline outline and provide organizational and content comments. The Consultant will review the draft Street Design Guidelines and make suggestions regarding textual descriptions, the use of graphics, and the elements of Complete Streets. Consultant will note areas of conflict within the document and make suggestions for street design guidelines that define safe streets, provide sufficient network, encourage multi-modal travel, balance community needs with environmental impacts, and develop the criteria for Complete Streets. The areas of focus include:
- Local streets in both suburban and denser urban settings

Exhibit 1

- Local streets in commercial district (not the town center)
- Local streets in the town center
- Principal streets and minor arterials in both suburban and denser urban settings
- Principal streets and minor arterials in commercial settings
- School area local, collector and principal streets
- Parking treatments for a variety of street and land use types
- Back-in angled parking options
- Parking in and around school areas and parks

Deliverables – As a result of these tasks, Consultant shall produce the following:

- *One (1) set of electronic comments on the draft Street Design Guideline Outline*
- *One (1) draft copy of the annotated draft Street Design Guidelines*
- *One (1) draft copy of the accompanying technical memorandum which summarizes areas of concern/conflict and includes suggestions for improving the readability of the draft Street Design Guidelines with supporting text and graphics*

- 2.4 **City Review** – The City will review the annotated draft Street Design Guidelines and accompanying technical memorandum and will provide a consolidated set of written review comments to the Consultant. Consultant will revise the documents one (1) time, incorporating the City’s review comments. Additional revisions requested by the City shall be provided as an Additional Service.

Deliverables – As a result of this task, Consultant shall produce the following:

- *One (1) final copy of the annotated draft Street Design Guidelines*
- *One (1) final copy of the accompanying technical memorandum which summarizes areas of concern/conflict and includes suggestions for improving the readability of the draft Street Design Guidelines with supporting text and graphics*

- 2.5 **Research of Best Practices** - Consultant will research best practices for street design guidelines and innovative street treatments that encourage multi-modal travel and improve the safety of the streets, in order to further develop the criteria for Complete Streets. Consultant will incorporate the findings of the research into a Summary of Lessons Learned into their review outlined in task 2.3.

Deliverables – As a result of this task, Consultant shall produce the following:

- *One (1) draft copy of the Summary of Lessons Learned / Best Practices*

Part II – Review Town Center Infrastructure Plan

- 2.6 **Review Town Center Infrastructure Plan** – Consultant will review the Town Center Infrastructure Plan created by David Evans and Associates (DEA). The review will suggest how to integrate elements into the Town Center Infrastructure Plan including the following:

- Pedestrian, bicycle and other vehicular circulation systems planning, including appropriate traffic calming and traffic management street features for existing or planned streets in the town center and on approach to the town center. This will include street connectivity from the town center to other key areas of Sammamish.

Exhibit 1

- Review of parking strategies and exploration of methods to maximize parking potential.

Deliverables – As a result of this task, Consultant shall produce the following:

- *One (1) copy of a technical memorandum which summarizes suggestions for improving pedestrian, bicycle and vehicular circulation, connectivity and parking within and around the Town Center, with supporting graphics*

Part III – Street Connectivity and Barrier Removal Conceptual Design Charrette

- 2.7 **Conceptual Charrette** - Dan Burden, Ian Lockwood and Fabian De La Espriella will travel to Sammamish, Washington, to conduct a four-day charrette focused on street connectivity and evaluation of existing barriers. The Charrette will be scheduled as follows:

Day 1 – The Consultant will meet with City Staff, DEA and other stakeholders identified by the City to discuss the Town Center Infrastructure Plan and Consultant’s review comments.

Day 2 – The Consultant will participate in a bus tour with City staff. The tour will be open to council members and citizens. The tour will include various examples of barricades and/or potential street connections and will be an opportunity to document the existing conditions through photography, field notes, and comments received by nearby residents. Using the information from the tour, a PowerPoint presentation will be prepared and presented at a public open house conducted on Day 4.

Day 3 – The Consultant will conduct interviews with key stakeholders as determined by the City. It is estimated that up to eight (8) interviews will be conducted with City staff, community leaders, property owners, residents, emergency services representatives, and maintenance staff. These informal, interactive meetings will last approximately 40 minutes, allowing stakeholders the opportunity to identify issues and opportunities related to the City’s design standards. The City will be responsible for identifying, inviting, and coordinating individual stakeholders to meet with the Consultant at a location provided by the City. The Consultant will use the remainder of Day 3 preparing the presentation and observations for the Day 4 presentation/question and answer session.

Day 4 – The Consultant shall share observations and recommendations based on the data collected over Days 1 - 3 in a public meeting format. This meeting will be during the business day and will be open to the public for questions and answers. This meeting will be videotaped for future use by the City. The City will be responsible for inviting the public and securing a location for the presentation.

Deliverables – As a result of this task, Consultant shall produce the following:

- *Electronic copies of documentation prepared during the charrette, including notes and sketches, and electronic files that include graphics, illustrations, visualizations, photos, and Power Point presentations*

Part IV – City Council Presentation

2.8 **City Council Presentation** – Dan Burden will travel to Sammamish, Washington, to present the findings from Parts I – III of the Scope of Services at a City Council Study Session and to discuss the criteria used in reviewing the draft Street Design Guidelines, Town Center Infrastructure Plan, and to create the conceptual connectivity and barrier removal plan. The City will be responsible for scheduling the presentation.

Part V – Additional Services

2.9 **Additional Services** – Consultant will provide Additional Services as mutually agreed upon between Consultant and the City. An equitable adjustment to Consultant’s compensation and time for performance will be made through an amendment to this Agreement for any Additional Services. Additional services may include the following:

- **Poster Documentation** - The Consultant will summarize the traffic connectivity plan and barrier removal process into a poster. This poster will memorialize the plan and allow it to be displayed and explained in an easy to read and understandable way. If requested, the poster will be completed within two (2) weeks of the end of the workshop in a draft form. Sufficient detail will be provided for the City to create a conceptual estimate of probable cost of the suggested traffic calming measures. The City will review the draft poster and provide Consultant with a consolidated set of written review comments. Upon receipt of comments, Consultant will finalize the poster and deliver two (2) hard copies and one (1) electronic copy to the City.
- **Review Comprehensive Planning Amendment** – Consultant will review the Comprehensive Planning Amendment provided by the City to determine a potential route for Electric Vehicle Systems (EVS). The review will include a mapped route.

3.0 PROJECT SCHEDULE

Consultant is prepared to begin work on the project immediately upon receipt of an executed Agreement.

4.0 ASSIGNED PERSONNEL

The following personnel from Consultant will be assigned to this project, and will have the responsibilities described:

Dan Burden	–	Principal-In-Charge 6/Senior Urban Designer
Ian M. Lockwood	–	Principal 3/Senior Transportation Planner
Fabian De La Espriella	–	Project Manager/Urban Designer 2

5.0 COMPENSATION

5.1 **Part I** – The fee for Part I, Review Draft Street Design Guidelines, shall be billed on a time and materials basis with a fee not to exceed Thirty Two Thousand Eight Hundred Dollars (\$32,800.00), including direct expenses.

Exhibit 1

- 5.2 **Part II** – The fee for Part II, Review Town Center Infrastructure Plan, shall be billed on a time and materials basis with a fee not to exceed Fourteen Thousand Three Hundred Dollars (\$14,300.00), including direct expenses.
- 5.3 **Part III** – The fee for Part III, Street Connectivity and Barrier Removal Conceptual Design Charrette, shall be billed on a time and materials basis with a fee not to exceed Twenty One Thousand Five Hundred Dollars (\$21,500.00), including direct expenses.
- 5.4 **Part IV** - The fee for Part IV, City Council Presentation, shall be billed on a time and materials basis with a fee not to exceed Four Thousand Five Hundred Dollars (\$4,500.00), including direct expenses.
- 5.5 **Part V** - The fee for Part V, Additional Services, shall be billed using the hourly rates and direct expenses detailed below or as agreed upon fixed fee.

5.6 **Hourly Rate Schedule**

Principal 6	\$295	Transportation Planner/Engineer 6	\$215
Principal 5	\$270	Transportation Planner/Engineer 5	\$175
Principal 4	\$245	Transportation Planner/Engineer 4	\$140
Principal 3	\$230	Transportation Planner/Engineer 3	\$115
Principal 2	\$205	Transportation Planner/Engineer 2	\$100
Principal 1	\$175	Transportation Planner/Engineer 1	\$ 80
Ecologist 6	\$215	Environmental Graphics Designer 6	\$215
Ecologist 5	\$175	Environmental Graphics Designer 5	\$175
Ecologist 4	\$140	Environmental Graphics Designer 4	\$140
Ecologist 3	\$115	Environmental Graphics Designer 3	\$115
Ecologist 2	\$100	Environmental Graphics Designer 2	\$100
Ecologist 1	\$ 80	Environmental Graphics Designer 1	\$ 80
Landscape Architect 6	\$215	Urban Designer 6	\$215
Landscape Architect 5	\$175	Urban Designer 5	\$175
Landscape Architect 4	\$140	Urban Designer 4	\$140
Landscape Architect 3	\$115	Urban Designer 3	\$115
Landscape Designer/Architect 2	\$100	Urban Designer 2	\$100
Landscape Designer 1	\$ 80	Urban Designer 1	\$ 80
Planner 6	\$215	Graphic Artist/GIS 4	\$115
Planner 5	\$175	Graphic Artist/GIS 3	\$100
Planner 4	\$140	Graphic Artist/GIS 2	\$ 90
Planner 3	\$115	Graphic Artist/GIS 1	\$ 80
Planner 2	\$100	Administrative Assistant	\$ 60
Planner 1	\$ 80	Technician	\$ 50

- 5.7 **Annual Increase In Hourly Rates** – The hourly rates contained in this Agreement shall be effective for not less than one (1) year from the date of this Agreement. Consultant may, upon notification to the City, increase hourly billing rates thereafter. Rates will not be increased more often than once a year.
- 5.8 **Other Direct Costs** – Other direct costs incurred in completing the Scope of Services are included in the fees for Parts I - IV above.
- 5.9 **Application Fees** – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the City directly to the appropriate agency at the necessary time.
- 5.10 **Retainer** – No retainer will be required.

6.0 CITY RESPONSIBILITIES

- 6.1 City shall designate a Project Representative upon execution of this Agreement, who shall be Consultant's point of contact with the City. City's Project Representative with such authority is Laura Philpot. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the City) and any separate consultants.
- 6.2 City shall provide full information to Consultant regarding project requirements and constraints including, without limitation, a program setting forth the City's objectives, and shall provide all data, drawings, information or other resources requested by Consultant that are necessary for completion of the project.
- 6.3 City shall comply with any schedule requirements made known to the City by Consultant and, in any event, shall be available to meet with Consultant and provide decisions in a timely manner throughout the project.
- 6.4 City shall be responsible for all other aspects of the project not specifically assigned to Consultant under this Agreement or any subsequent request (and acceptance) for Additional Service.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 59-1594244

Social Security No.: _____

Print Name: Sharon K. Lamantia

Title: Vice President

Business Name: Glattig Jackson Kercher Anglin, Inc.

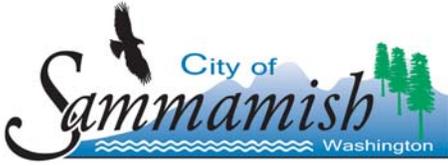
Business Address: 120 N. Orange Avenue, Orlando, FL 32801

Business Phone: 407-843-6552

A handwritten signature in blue ink that reads "Sharon K. Lamantia".

June 29, 2009
Date

Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

On-call consultant contract for Certified Arborist and Tree Risk Assessment Services.

Meeting Date: July 7, 2009

Date Submitted: June 30, 2009

Originating Department: Public Works

Clearances:**Action Required:**

Authorize the City Manager to execute a contract, in an amount not to exceed \$25,000, with Tree Solutions Inc. for on-call Arborist and Tree Risk Assessment Services.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Agreement for On-call Consultant Services

Budgeted Amount: \$25,000 in the adopted 2009-2010 budget in various project and operating budget line items. Actual work assignments under this contract will be authorized by the City by task order and will be paid for from the operating and/or project budgets utilizing these services.

Summary Statement:

The various city Departments desire to enter into a contract for on-call consultant services with Tree Solutions Inc. for certified arborist and tree assessment services work. The contract is for a not to exceed amount of \$25,000 and the duration of the agreement is through December 31, 2010. The contract scope will be for arborist and tree assessor services for any city project or purpose. This on-call contract is available for use by all City Departments needing the services of a certified arborist.

Background:

From time to time during the year, the City is in need of tree assessment services by a certified arborist. These services may be for project tree retention plans, determination of hazardous trees, recommendations for tree removal, recommendations for the replacement planting, etc. These services are currently provided through individual consultant contracts. A more efficient way to provide these services is through the use of a single longer term on-call contract where each separate service need is authorized by a specific individual Task Order.

Tree Solutions Inc. was selected through a competitive consultant selection process using the e-CityGov Shared Procurement Portal process. The contract maximum not to exceed amount is \$25,000 with a contract termination date of December 31, 2010 to coincide with the City's currently adopted 2009-2010 budget.

Financial Impact:

The total contract amount is not to exceed \$25,000. This amount will be covered within the existing Council approved 2009-2010 budget amounts for the various city projects needing these services. As it is an on-call consultant agreement, there is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the consultant on an as needed basis by individual city authorized Task Orders.

Recommended Motion:

Authorize the City Manager to execute an on-call professional services contract in the amount of \$25,000 with Tree Services Inc., for the purpose of providing certified arborist and tree assessment services for the city.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Tree Solutions Inc.

This Agreement, known as the 2009-10 On-Call ISA Certified Arborist and Tree Risk Assessment Services Contract" is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Tree Solutions Inc. , hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A_ "

An agreed upon sum per Task Order, not to exceed a total contract compensation of \$25,000.00

Other (describe): Each separate piece of work under this contract is to be authorized by Task Order by the City.

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 1

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

Exhibit 1

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

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

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

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

Company Name: Tree Solutions Inc.
Contact Name: Scott D. Baker
Street Address: 1058 North 39th Street
City, State Zip: Seattle, WA 98103
Phone Number: 206-528-4670
Email: www.treesolutions.net

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Scott D Baker

Title: Ben Yazici, City Manager

Title: Scott Baker, Principal

Date: _____

Date: 6-30-09

Attest/Authenticated:

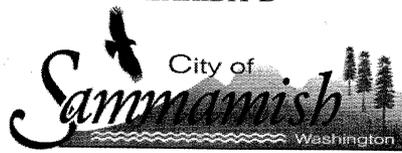
Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Attached Proposal from Tree Solutions, Inc., dated June 22, 2009)



REQUEST FOR CONSULTANT PAYMENT

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: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

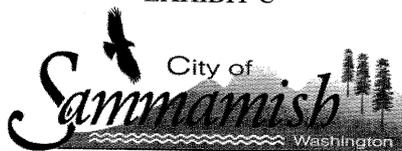
Total contract amount	\$25,000.00
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation _____ Partnership _____ Government Consultant
_____ Individual/Proprietor _____ Other (explain)

TIN No.: 45-0505928

Social Security No.: _____

Print Name: SCOTT J. BAKER

Title: PRESIDENT

Business Name: TREE SOLUTIONS INC

Business Address: 1058 N. 39th St, Seattle WA 98103

Business Phone: 206-528-4670

6/30/09
Date

X Scott Baker
Authorized Signature (Required)



JUN 23 2009

Consulting Arborists

June 22, 2009

City of Sammamish
Sevda Baran, Project Manager
801 228th Ave. NE
Sammamish, WA 98075

RE: On Call Arborist 2009-2010 RFP

Dear Ms. Baran,

Tree Solutions Inc. is a consulting firm dedicated to helping people live with trees. We are pleased to submit the following information and would like to be considered for duties in the areas of **tree assessment & management, urban forestry, vegetation inventory, tree protection** during construction, **small pruning jobs** and **diagnosing tree health**.

We have substantial experience with **municipalities** and local government agencies, including parks departments, street tree maintenance, school construction consultation, design code implementation, and expert witness services.

Some of our most recent 2008 projects include a vegetation inventory and management plan for the **City of Wenatchee**, vegetation inventory and appraisal for the **University of Washington Transit Center**, expert witness testimony on timber trespass cases for the **City of Bellevue** Parks Department, tree protection recommendations for the **Federal Way School District**, and a "Best Management Practices" guide for the **City of Bainbridge Island**.

Other municipal clients include:

- ☘ Seattle Parks & Recreation
- ☘ City of Renton
- ☘ Bellevue Parks
- ☘ City of Gig Harbor
- ☘ City of Newcastle
- ☘ Seattle School District
- ☘ City of Mercer Island
- ☘ King Co Parks Department
- ☘ City of Eugene, OR
- ☘ Pierce County Public Works
- ☘ Seattle Center
- ☘ Port of Edmonds
- ☘ City of Issaquah

"Valuable Knowledge of Trees"

Tree Solutions Inc.
1058 North 39th St. Seattle, WA 98103

www.treesolutions.net
Phone 206.528.4670 Fax 206.547.5873

In addition, we have worked with clients in Shoreline, Everett, Bellevue, Burien, Gig Harbor, Mountlake Terrace, Issaquah, Sammamish, as well as other local cities, in obtaining permits for tree cutting and for construction. We maintain up-to-date information on municipal Tree Ordinances for the Puget Sound area. Our senior associate, Sean Dugan, completed his master's thesis on municipal tree ordinance evaluation as part of his graduate studies in urban forestry.

Our principal, Scott D. Baker, has provided expert witness and expert consultation services as a consulting arborist for a number of attorneys, homeowners and other clients. He has provided testimony and depositions in some cases, and in others, has provided consultation that resulted in mediated settlements.

Tree Solutions Inc. (formerly Scott D. Baker Consulting Arborists) has been in business since 2001 and has grown to employ four certified arborists. Our contact information is

Tree Solutions Inc.
1058 N. 39th St. Seattle, WA 98103
Ph- 206-528-4670
Fx—206-547-5873
www.treesolutions.net

Please contact us at (206) 528-4670 or info@treesolutions.net with any questions.

Thank you.



Scott D. Baker
Registered Consulting Arborist

"Valuable Knowledge of Trees"

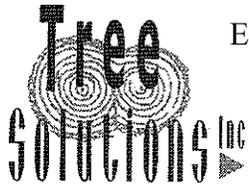


Exhibit 2

Consulting Arborists

SIGNATURE OF AUTHORIZED OFFICIAL: Scott D Baker

TITLE OF AUTHORIZED OFFICIAL: **Principal, Scott D. Baker**

FIRM NAME: **Tree Solutions Inc.**

ADDRESS: **1058 N. 39th St., Seattle, WA 98103**

TELEPHONE: **206-525-4670** FAX: **206-547-5873**

WASHINGTON STATE CONTRACTORS LICENSE NUMBER: **#TREESS1916KJ**

TAX IDENTIFICATION NUMBER: **450505928**

BID DUE DATE/TIME: June 26, 2009 @5:00p.m.

"Valuable Knowledge of Trees"

Tree Solutions Inc.
1058 North 39th St. Seattle, WA 98103

www.treesolutions.net
Phone 206.528.4670 Fax 206.547.5873

A. Contractor Profile:

**Tree Solutions Inc.
1058 N. 39th St., Seattle, WA 98103
206-525-4670 FAX: 206-547-5873
Tax ID: 450505928**

Provide the name and address of the entity that would actually provide the services to the City, if different from above.

Same as above

Identify if your firm is an individual, partnership or corporation; if incorporated, the state of incorporation.

Incorporated in the state of Washington

Provide the name(s), address (es), and telephone number(s) of the persons who are authorized to negotiate a contract with the City and also the contact person to who notices regarding the RFP should be sent.

**Dorothy Landeen, Office manager
1058 N. 39th St. Seattle, WA 98103
206-525-4670**

**Scott Baker, Principal
1058 N. 39th St. Seattle, WA 98103
206-525-4670**

Provide copies of all business registration/business licenses, contractors' license, certifications, etc.

attached

"Valuable Knowledge of Trees"

B. References/Experience/Past Projects

Hunts Point, Town Administrator
Jack McKenzie (425)-454-1834

City of Mercer Island Parks
Paul West (206) 236-3544

Bellevue Parks & Recreation
Jim Bennett (425) 452-6855

City of Seattle Dept of Transportation
Bill Ames (206) 684-5693
Nolan Rundquist (206) 615-0957

City of Bainbridge Island Public Works
Aaron Claiborne (206) 780-3585

Provide a list of four additional projects or contracts that your firm currently services that is similar in scope to this RFP.

- o **Town of Hunts Point:** On-call Arborist
- o **University of Washington:** On-call arborist
- o **Port of Edmonds:** On-call arborist for 2008/2009
- o **City of Wenatchee:** 2008 Vegetation inventory & Management Plan
- o **University of Washington:** 2007/2008 Vegetation inventory & appraisal for the Transit Center
- o **City of Bellevue Parks:** Tree assessments
- o **City of Mercer Island Parks:** Tree assessments
- o **City of Bellevue:** Expert witness testimony on timber trespass cases
- o **Federal Way School District:** Tree protection Recommendations

Relevant Work for Public Agencies

Tree Risk Evaluation and Health Management

University of Washington Molecular Engineering Building

Walker Macy Architects

Jarvis Payne

June 2008

Budget: \$4,775

503-228-3122

Evaluate 45 trees in project area. Meet on site with Campus Landscape Architect. Provide UW Campus Tree Evaluation Records for each tree as identified by aerial photo and tag number. Provide a Trunk Formula Method Appraisal of each tree. Determine if any of the trees meet criteria for Extraordinary or Significant. Provide a table of trees summarizing findings.

City of Medina Historic Poplar Assessment

City of Medina

Joe Willis

Public Works

2007

Budget: \$4,790

425-233-6439

Evaluated 169 historic poplar trees for condition and risk, and prepared a removal and replacement plan to take place over 3 years, minimizing the impact of removals for the public. Management of project included tagging and identifying trees for removal, and supervising replanting.

Seattle Center Poplar Assessment

2007

"Valuable Knowledge of Trees"

King County Facilities management **Budget: \$2,290**
Robert Renuoard Capital Projects Manager, King Co Facilities 206-296-0976
John Koppe Koppe Wagoner Architects 206-344-5788

Recommendations for tree protection measures and sidewalk design to protect City of Seattle street trees during building remodel and sidewalk demolition. Monitored tree protection and tree stability during construction activities and coordinated with City to meet retention requirements.

King County Housing Authority: Greenbridge HOPE VI Phase 1 **2005-2008**
Nupreco, Walsh Construction Co/WA, Gary Merlino Construction Co **Budget: \$10,510; \$695; \$2,445**
Beau Sanders Project Manager, Gary Merlino Construction Co 206-255-2632
John Gilson Walsh Construction Co/WA 206-547-4008
Judy Gerber Project Engineer, Nuprecon 425-952-2884

Demolition Phase: Reviewed tree protection plan, supervised installation of tree protection fencing, provided clearance pruning, provided tree protection signage, provided and installed fabric, flagging and mulch, per specifications. **Building Phase:** Inspected trees for health and made recommendations for tree care. Supervised excavation in root zones, root pruning, developed and implemented watering plan. Worked with contractors and architect to resolve tree protection issues.

Seattle Housing Authority Projects Tree Protection **2002-2008**
SHA: High Point HOPE VI Phase 2 **2006-2008**
Tri-State Construction, Inc. **Budget: \$67,982**
Karl Pelkan Project Engineer, Tri-State Construction, Inc. 206-878-0564

Demolition Phase: Prepared tree protection submittals, supervised installation of tree protection fencing, provided and installed tree protection signage, provided and installed fabric and flagging, per specifications, supervised excavation and demolition in root zones.

SHA: Holly Park Phase III **2003-2004**
Walsh Construction Co/WA **Budget: \$8,250**
Steve Combs Superintendent, Walsh Construction Co/WA 206-547-4008

Infrastructure Phase: Supervised excavation in root zones, root pruning, developed and monitored watering plan, provided tree clearance. Worked with contractors and architect to resolve tree protection issues.

SHA: Rainier Vista **2005**
Walsh Construction Co/WA **Budget: \$1,912**
Tracey Broberg Project Manager, Walsh Construction Co/WA. 206-547-4008
Clearance pruning, Tree inspection, and root pruning during excavation.

SHA: High Point HOPE VI Phase 1 **2002-2004**
J Harper Contractor, Inc.; Absher Construction Co **Budget: \$28,720; \$4,840**
Stan Kawamoto Project Manager, J. Harper Contractor, Inc. 206-780-3585
Martin Monson Superintendent, Absher Construction Co 253-845-9544

Demolition Phase: Prepared photographic documentation, supervised installation of tree protection fencing, provided tree protection signage, provided and installed fabric, flagging and mulch, per specifications. **Building Phase:** Supervised excavation in root zones, root pruning, developed and implemented watering plan, provided tree clearance. Worked with contractors and architect to resolve tree protection issues.

Fisher Pavilion at Seattle Center **2002**
City of Seattle, Howard S. Wright Construction **Budget: \$4,000**
Mike Levinson Project Mngr, H. S. Wright 206-447-7654
Beth Duncan Gardener, Seattle Center 206-615-0364

"Valuable Knowledge of Trees"

Developed and supervised the tree preservation plan with Howard S. Wright Construction for the construction of Fisher Pavilion at the Seattle Center in 2002. A valuable Zelkovia tree, as well as the other trees on site, was successfully preserved throughout the construction process.

Tree Management Permits

City Arborist for Town of Hunts Point

Town of Hunts Point

Jack McKenzie

Town Administrator

2005-Current

Budget: \$23,675 (to date)

425-454-1834

Review tree removal permit applications, provide tree risk assessments and tree retention plans.
Developed eagle tree management plan with state biologist for residential construction.

Tree Valuation & Appraisal

Appraisal of Illegally Cut Trees for City of Bellevue

2003-2008

City of Bellevue

Jim Bennett

Senior Forester, Parks Dept

425-452-4231

Evaluations and appraisals of illegally cut trees in City parks and greenbelts in several separate instances, including testimony in some cases.

Landscape Appraisal for Pierce County Public Works

2002

Pierce County Public Works and Utilities

Budget: \$1,650

Wayne McBrady

ROW Agent, Public Works

253-798-7250

Appraise current market value and replacement value of landscape to be removed on eight parcels for new right-of-way on 113th St E in Pierce County.

"Valuable Knowledge of Trees"

D. List of workers/subcontractors

Scott D. Baker is the company's principal and project manager:

- Eleven years experience as a consulting arborist.
- Thirty-five years experience in commercial arboriculture.
- **Registered Consulting Arborist** with the American Society of Consulting Arborists (A.S.C.A.) and graduate of the A.S.C.A Consulting Academy (1998).
- **ISA Certified Arborist** since 1995. In addition, Scott teaches the Certification Pre-exam Review course for the Pacific Northwest ISA Chapter.
- **PNW-ISA Certified Tree Risk Assessor**
- Tree biology and tree management expertise. Studied with the world's leading tree scientists, including Dr. Alex Shigo, Dr. Claus Mattheck, and Dr Nelda Matheny. Scott was an instructor at the ISA 2002 International Conference Tree Academy in July 2002.
- As developer of Eagle Lake housing development on Orcas Island and several historic building renovations in Olympia, WA, (1987-1996), Scott has experience with site management issues, building codes, design, and construction.
- Well-known and respected for high quality work, extensive knowledge, integrity, and superior communication skills.

Sean Dugan, Senior Associate

- Ten years experience in arboriculture and landscape management.
- **Registered Consulting Arborist** (A.S.C.A.) and A.S.C.A. Consulting Academy (2005)
- **ISA Certified Arborist.**
- **M.F.R., Master of Forest Resources**, emphasis in Washington State Municipal Tree Ordinance.
- **PNW-ISA Certified Tree Risk Assessor**
- **Licensed Washington State Commercial Pesticide Applicator**
- B.S. in Environmental and Forest Biology
- Customer service and interpretive skills complement excellent technical and scientific knowledge.

Ann Hirschi, Associate

- **ISA Certified Arborist**
- A.S. in Landscape /Environmental Horticulture.
- **Registered Architect** with 20 years experience in building design.
- 2007 recipient of the NIAUSI fellowship to study ancient Chestnut forest in Italy
- Eight years experience designing and implementing vegetation management plans.
- Specialized experience in wetland restoration, gardening for wildlife, and native plant landscaping.
- Skilled in project management, graphic design, drafting, AutoCAD.
- Experience with hands-on implementation of varied projects, combined with commitment to client and community participation in design, enables Ann to meet client needs with creative, practical design solutions.
- Highly regarded for professional values, communication and production skills, and innovation.

Holly Iosso, Associate

- **ISA Certified Arborist**
- **PNW-ISA Certified Tree Risk Assessor**
- A.S. in Landscape /Environmental Horticulture
- B.S. in Landscape Architecture
- Seven years experience in residential design, maintenance and site analysis
- Skilled in graphic design, drafting, AutoCAD, and illustration

"Valuable Knowledge of Trees"

F. Other information / questions

Has the Contractor ever been terminated, replaced, or failed to complete work awarded under a contract? If so, name the client and describe the circumstances.

NO

Has the Contractor ever been named as a defendant in any litigation brought on by a client as a result of a contract? If so, describe the circumstances fully, and identify the court in which the litigation was filed and provide the case number.

NO

Describe the Contractor's on-call and emergency response procedures to deal with emergencies. Provide a list of hourly rates for all services and any minimum call-out hours.

Consultant Hourly Rates

Principal, RCA:	\$125 per hour
Registered Consulting Arborist:	\$125 per hour
Field Team:	\$215 per hour
Associate:	\$90 per hour
Expert Witness:	\$250 per hour
Clerical:	\$50 per hour

Fee Basis: Fees calculated in ¼ hour increments. Hourly rate is charged for time at field site, report writing and documentation, document review, research and information collection, phone or email consultation, and meetings.

One hour minimum charge for initial site visit.

Travel time: Consultant rate per person for time in transit one way.

Rush Services: 1.5 x regular hourly rates apply to "emergency" services (site visits and/or reporting requested within 5 business days when there are no schedule openings or if you require a particular arborist who has no openings). If we must re-arrange the schedule to fit you in, we charge a premium for immediate attention.

Legal and Expert Witness: Legal field work and reporting at regular hourly rate. Expert witness rate is charged for depositions and testimony.

Phone consult: No charge for initial call or for scheduling. Additional phone calls billed at hourly rate in ¼ hour increments.

Expenses: Actual expenses reasonably and necessarily incurred including, telephone charges, photocopies, duplicate copies of reports, photographic processing, field services and supplies, and equipment rental.

Resistograph Decay Testing: \$20 per base test, \$30 per aerial test

Resistograph Testing:	\$15 per base drilling and \$25 per aerial drilling
Soils Test:	\$100 / sample
Identification Tags:	\$.50 / tag

"Valuable Knowledge of Trees"



CITY COUNCIL AGENDA BILL

Subject:

On-Call consultant contract for geotechnical professional services.

Meeting Date: July 7, 2009

Date Submitted: June 30, 2009

Originating Department: Parks and Recreation

Clearances:**Action Required:**

Authorize the City Manager to execute a contract with HWA GeoSciences, Inc. for on-call geotechnical work.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Agreement for Services

Budgeted Amount:

An allocation for geotechnical services is included in each capital project budget. Geotechnical services for non-capital projects will be billed to the respective professional services budgets for each Department.

Summary Statement:

This is a contract with HWA GeoSciences, Inc. to provide on-call geotechnical engineering services. The 3-year on-call contract, ending December 31, 2011, will provide services related to geotechnical investigation, analysis and testing for a variety of Parks and Public Works projects.

Background:

Geotechnical services are required for a number of projects, including capital projects and in-house maintenance projects. The current practice is to issue a separate contract for each project requiring geotechnical support, resulting in a number of “smaller” contracts throughout the year. Implementing an on-call contract for geotechnical services provides

access to these consultant services when needed, without the inefficiencies of generating a separate contract for each request. The Public Works Department successfully utilized an on-call contract for geotechnical services until the contract expired in 2008. Based on the success of the previous on-call contract and the ongoing need for these services, staff believe that an on-call contract for geotechnical services is the best solution.

The scope of work for this contract may include roadway projects (on existing and new alignments), emergency responses, materials inspection and testing, ensuring conformity with contract specifications, peer review and a variety of other types of geotechnical work. In general, the Parks and Recreation and Public Works Departments will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

An internal team of representatives from the Public Works and Parks Department reviewed six Scope of Qualifications (SOQ) from the online shared procurement portal roster. All SOQ's were evaluated on management experience, team experience, available testing facilities and references. After an extensive evaluation, team discussion and confirmation with the consultant on availability, HWA GeoSciences Inc. was selected as the on-call geotechnical consultant.

Financial Impact:

The total authorization for this contract is \$80,000.

An allocation for geotechnical services is included in each capital project budget.

Geotechnical services for non-capital projects will be billed to the respective professional services budgets.

Recommended Motion:

Authorize the City Manager to execute a contract in the amount of \$80,000 with HWA GeoSciences, Inc., for on-call geotechnical professional services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: HWA GeoSciences Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$80,000.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

Exhibit 1

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

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

Company Name HWA GeoSciences, Inc.
Contact Name Ralph N. Boirum, PE
Street Address 19730 64th Avenue West, Suite 200
City, State Zip Lynnwood, Washington 98036-5957
Phone Number 425.774.0106
Email rboirum@hwageo.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Ralph N. Boirum

Title: City Manager

Title: Principal

Date: _____

Date: 6/29/09

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A
Scope of Work
Geotechnical Engineering Services
HWA GeoSciences, Inc

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to Geotechnical Engineering as herein defined and necessary to accomplish individual tasks (Task Orders") issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Geotechnical, Geological, or Hydro-geological investigation
- Geotechnical, Geological, or Hydro-geological construction inspection
- Geotechnical, Geological, or Hydro-geological peer review
- Geotechnical, Geological, or Hydro-geological analysis and reports
- Geotechnical design
- Geotechnical feasibility studies
- Soil and material testing
- Specification development
- Retaining wall feasibility, recommendations, and/or design
- Emergency response
- Expert Witness
- Other related work requested by the CITY

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1142610

Social Security No.: _____

Print Name: Ralph N. Boirum

Title: Principal

Business Name: HWA GeoSciences Inc

Business Address: 19730 64th Ave. W. Lynnwood, WA 98036

Business Phone: 425 774-0106

June 29, 2009
Date

Ralph N. Boirum
Authorized Signature (Required)

EXHIBIT D

Name of Firm: HWA GeoSciences Inc.								
Title	Range of Rates for Jan. 2009 to June 2010		O/H		Profit		Range of Bill Rates	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Principal	\$64.90	\$97.26	\$107.20	\$160.64	\$25.81	\$38.69	\$197.91	\$296.59
Senior Geologist/Environmental Planner	\$55.00	\$55.53	\$90.84	\$91.72	\$21.88	\$22.09	\$167.72	\$169.34
Senior Geologist/Hydrogeologist	\$42.31	\$42.31	\$69.88	\$69.88	\$16.83	\$16.83	\$129.02	\$129.02
Geologist/Hydrogeologist IV	\$30.77	\$33.89	\$50.82	\$55.98	\$12.24	\$13.48	\$93.83	\$103.35
Geologist I - III	\$22.84	\$27.64	\$37.72	\$45.65	\$9.08	\$10.99	\$69.65	\$84.29
Senior Engineer (VIII)	\$67.31	\$67.31	\$111.18	\$111.18	\$26.77	\$26.77	\$205.26	\$205.26
Engineer VI	\$48.08	\$48.08	\$79.41	\$79.41	\$19.12	\$19.12	\$146.62	\$146.62
Engineer IV - V	\$43.27	\$45.43	\$71.47	\$75.04	\$17.21	\$18.07	\$131.95	\$138.54
Engineer II - III	\$32.69	\$33.53	\$53.99	\$55.38	\$13.00	\$13.34	\$99.69	\$102.25
Engineer I	\$25.63	\$25.83	\$42.66	\$42.66	\$10.27	\$10.27	\$78.77	\$78.77
Lab/Field Technician Manager	\$31.25	\$36.06	\$51.62	\$59.56	\$12.43	\$14.34	\$95.30	\$109.96
Lab/Field Technician IV	\$25.24	\$26.92	\$41.69	\$44.46	\$10.04	\$10.71	\$76.97	\$82.09
Lab/Field Technician II - III	\$20.43	\$21.97	\$33.74	\$36.29	\$8.13	\$8.74	\$62.30	\$67.00
Lab/Field Technician I	\$16.59	\$16.83	\$27.40	\$27.80	\$6.60	\$6.69	\$50.59	\$51.32
CAD	\$21.63	\$21.63	\$35.73	\$35.73	\$8.60	\$8.60	\$65.96	\$65.96
Administrative Support	\$20.43	\$24.52	\$33.74	\$40.50	\$8.13	\$9.75	\$62.30	\$74.77

Overhead Rate = 165.17%
 Services Fee = 15.00% Raw Labor and Overhead Costs



HWA GEOSCIENCES INC.
www.hwageosciences.com



STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective May 1, 2009, and are subject to change without notice.

HWA GeoSciences Inc. holds accreditations from both the American Association of State Highway and Transportation Officials (AASHTO R-18) and American Association for Laboratory Accreditation (A2LA). We participate in the sample proficiency program from AMRL for soil classification, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and compaction; and CCRL for concrete.

PROFESSIONAL SERVICES

Request a schedule for labor rates.

EXPENSES

All Outside Expenses (ie, airfare, subsistence, equipment rental, materials, reproduction, etc.)	Cost plus 10%
Drilling and Chemical Laboratory Subcontractors	Cost plus 15%
Mileage (per mile)	Current IRS Rate
Project Sample Storage Beyond 30 Days from Final Report	
Per month	\$100.00

LABORATORY TESTS

Soil Laboratory Tests

Tests for contaminated soils will be quoted per individual request. In addition, all contaminated soils will be returned to client for disposal.

Atterberg Limits

Liquid Limit and Plastic Limit (ASTM D 4318)

One Point	\$95.00
Three Point	\$135.00

California Bearing Ratio (ASTM D 1883)

(Requires Moisture/Density Relationship Test)

One Point	\$200.00
Three Point	\$525.00

Consolidation Test Incremental Loading (ASTM D 2435)

9 Loads, 0.125 TSF to 32 TSF, 4 Unloads	\$525.00
Each Additional Load	\$45.00

Consolidation Test, Controlled Strain (ASTM D 4186)

Grainsize Analysis

Combined Analysis (ASTM D 422)	\$200.00
Hydrometer Analysis (ASTM D 422)	\$170.00
Passing #200 Sieve (ASTM D 1140)	\$55.00
PSEF Particle Size	\$250.00
Sieve Analysis - Wet (ASTM D 422)	\$85.00

Moisture/Density Relationship

Proctor - Cohesive (ASTM D 698, D 1557)	\$215.00
Proctor - Granular (ASTM D 698, D 1557)	\$180.00

Moisture Content w/ Description

One-Dimensional Swell (ASTM D 4546)

Organic Content Test (ASTM D 2974)

Permeability Tests

Permeability of Granular Soils (ASTM D 2434)	\$275.00
Falling Head Test (WSDOT 605)	\$200.00
Triaxial with Back Pressure	
2 days (ASTM D 5084)	\$425.00
Each additional day	\$150.00
Triaxial with Back Pressure	
(6-inch diameter) (ASTM D 5084)	\$525.00

LABORATORY TESTS (continued)

Permeability Tests (con't)

Estimate of Effective Porosity	\$545.00
Field Capacity (sand)	\$195.00
Sand Drainage Characteristic Curve	\$375.00
Relative Density (ASTM D 4253 / D 4254)	\$350.00
Shelby Tube Extrusion and Sample Description	\$35.00
Soil Resistivity and pH (WSDOT 417)	\$90.00
pH Only	\$35.00
Resistivity Only	\$65.00
Specific Gravity Test (ASTM D 854)	\$80.00

Strength Testing

Direct Shear Strength (per point) (ASTM D 3080)	\$120.00
Direct Shear Strength - 12" box (per point)	\$150.00
Residual Shear (per point)	\$130.00
Triaxial (c-u) (ASTM D 4767)	\$500.00
with K_0 Consolidation	\$750.00
Stress Path Tests	\$650.00
Triaxial (u-u) (ASTM D 2850)	\$200.00
Multi-Stage Triaxial (c-u or c-d)	\$1,200.00
Unconfined Compressive Strength (ASTM D 2166)	\$100.00
Modulus and Dampening of Soils under	
Cyclic Loading (ASTM D 9999)	\$750.00
Resilient Modulus of Base/Subgrade (AASHTO T 296)	\$600.00

Unit Weight

Cohesive Soil by Waxing (USCOE)	\$80.00
Percent of Solids Calculation	\$16.00
Porosity (incl. specific gravity/unit weight)	\$100.00
Soil in Ring (ASTM D 2937)	\$38.00
Bulk Density of Solid Waste (ASTM E 1109)	\$40.00
Soil in Shelby Tube (ASTM D 2937)	\$42.00

Visual Soil Classification

Aggregate Quality Tests

Clay Lumps and Friable Particles (ASTM C 142)	\$90.00
Degradation Test (WSDOT 113)	\$200.00
Fracture Face Count (without sieve) (WSDOT 103)	\$40.00
Grain Size (ASTM C 136, C 117)	\$85.00
Los Angeles Abrasion (ASTM C 131, C 535)	\$180.00
Organic Impurities (ASTM C 40)	\$45.00
Percentage of Material Passing #200 Sieve (ASTM C 117)	\$55.00
Sand Equivalent (ASTM C 2419)	\$70.00
Soundness Using $MgSO_4$ (ASTM C 88)	\$375.00

Specific Gravity Test

Coarse Aggregate (ASTM C 127)	\$70.00
Fine Aggregate (minus #4 mesh) (ASTM C 128)	\$80.00
Unit Weight by Dry Rodding (ASTM C 29)	\$60.00

STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective May 1, 2009, and are subject to change without notice.

Concrete and Masonry Tests	Coating Thickness Gauges (per day)	\$25.00
Compression Testing of Concrete Cores	Combustible Gas Tech Meter (GT 302 / 3220)	
(includes trimming) (ASTM C 42, C 513)	Per day	\$95.00
Compression Testing of Concrete Cylinders (ASTM C 39)	Per week	\$300.00
Compression Testing of Grout and Mortar Specimens	Concrete Air Meter (per day)	\$25.00
(per specimen) (UBC 21-18, 21-16)	Coring Equipment Charge	request a schedule
Concrete Beam Flexural Strength Test (ASTM C 78)	Data Logger and Transducers	
Concrete Cylinder Molds	Per day	\$150.00
Concrete Cylinders Sampled and Cured (not tested)	Per week	\$500.00
Concrete Mix Design (fixed gradation)	Dissolved Oxygen Meter	
Density Test	Per day	\$95.00
Concrete Cylinders	Per week	\$300.00
Light Weight Concrete Cylinders	Flow Monitoring Set	
End Trimming of Samples (if needed)	Per day	\$105.00
Splitting Tensile Strength Test (ASTM C 496)	Per week	\$400.00
Shotcrete Panel (cut three cores and compression test)	Geomembrane Tensiometer (per day)	\$60.00
	Grundfos Redi Flow II Pump and Generator	
Geosynthetics Tests	Per day	\$100.00
Geomembrane to Soil Shear (per point) (ASTM D 5321)	Per week	\$300.00
Shear/Peel Strength Test (ASTM D 4437)	Landfill Gas Monitoring Equipment (GEM 500)	
Asphaltic Concrete Tests	Per day	\$95.00
Asphaltic Concrete Mix Design (Marshall Method)	Per week	\$300.00
Bitumen Content by Extraction	Level and Stadia Set	\$25.00
Extraction only (ASTM D 6307)	Mag Particle (per day)	\$25.00
with Gradation (ASTM D 5444, D 6307)	Nuclear Density Gauge (per day)	\$25.00
Bulk Specific Gravity and Density - SSD Method	Per month	\$300.00
(per specimen) (ASTM D 2726)	Peristaltic Sampling Pump	
Bulk Specific Gravity and Density - Wax Method	Per day	\$50.00
(per specimen) (ASTM D 1188)	Per week	\$90.00
HMA Mix Correction Factor (ASTM D 6307)	pH-Conductivity Temperature Meter	
Marshall Stability and Flow Determination	Per day	\$40.00
(3 specimens) (ASTM D 6927)	Per week	\$100.00
Percent Air Voids in Compacted or Open Bituminous Mixtures	Photoionization Detector (Mini Rae / HNU / Microtip)	
(ASTM D 3203)	Per day	\$95.00
Rice Density (WSDOT 705)	Per week	\$300.00
TSR	Pneumatic Pressure Indicator	\$95.00
	QED Bladder Pump Controller	
Rock Tests	Per day	\$50.00
Abrasion Resistance (ASTM C 535)	Per week	\$90.00
Ethylene Glycol Accelerated Expansion	Safety Equipment	
Riprap Soundness (ASTM D 5240)	Level D (solvex gloves, disposable suit)	\$25.00
Specific Gravity and Absorption (ASTM C 127)	Level C2 (above plus respirator)	\$50.00
Splitting Tensile Strength of Rock Cores	Level C1 (above plus chemical suit)	\$95.00
(10 Discs) (ASTM D 3967)	Level B (above plus SCBA)	\$300.00
Unconfined Compressive Strength	Sensidyne Monitoring Equipment (does not include tubes) ...	\$15.00
of Rock Cores (ASTM D 2938)	Sediment Coring or Soil Sampling Kit	
	(does not include Shelby tubes) (per day)	\$50.00
	Torque Wrench (per day)	\$25.00
	UT Thickness Gauge (per day)	\$50.00
	Well Probe (per day)	\$15.00

EQUIPMENT CHARGES

Labor will be charged in addition to equipment charges.

Air Filters for Development (per day)	\$50.00
BK Development Pump/ Surge Block (per day)	\$20.00
Bolt Tension Calibrator (per day)	\$50.00
Carbon Filter (per day)	\$50.00

For more information, please contact:
 Lorna Balanko, PE, for Geotechnical Services
 Arnie Sigmund, LG, LLC, for Geoenvironmental Services
 Harold Benny, for Laboratory Services
 all at 425.774.0106



Vibratory Remolding CU / M_R Worksheet

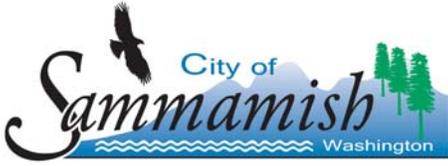
Project No.	2009-080		
Sample ID	SB-1		
Specimen #	2		
	Tare weight	Soil + Tare	Soil Weight
Lift 1			
Lift 2			
Lift 3			
Lift 4			
Lift 5			
Lift 6			
Lift 7			
Lift 8			

Specimen Heights	Lift Number	Depth to top of specimen
2.90	1	19.20
5.81	2	16.29
8.71	3	13.39
11.61	4	10.49
14.51	5	7.59
17.42	6	4.68
20.32	7	1.78

Total Soil Weight

Sample Height	
Sample Diameter	
Sample Volume	
Wet Density	
Tare Weight	
Wet Weight	
Dry Weight	
Moisture Content	
Dry Density	

Other Information:



CITY COUNCIL AGENDA BILL

Subject:
Professional Services Contract with Friends of the
Issaquah Salmon Hatchery

Meeting Date: July 7, 2009

Date Submitted: June 23, 2009

Originating Department: Finance

Clearances:

Action Required:
Motion to authorize the City Manager to sign
contract

<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

Exhibits:
1. Contract
2. Copy of Invoice

Budgeted Amount: Not Budgeted 001-076-576-80-41-00 Parks Resource Management Division -
Professional Services. Will be paid from other savings in the general fund.

Summary Statement:

This contract with the Friends of the Issaquah Salmon Hatchery provides financial support for this organization to provide food for the trout to be planted in Pine Lake and/or Beaver Lake.

Background: In April of 2008 the Council was approached by the Friends of the Issaquah Salmon Hatchery asking for financial support in the amount of \$6,811.04. The Council provided the requested support. This year's request is made under the same arrangements in the amount of \$6,100.

Financial Impact:

The requested amount can be paid from other General Fund savings.

Recommended Motion:

The City Council authorize the City Manager to enter into contract with the Friends of the Issaquah Salmon Hatchery to provide food for the fish to be planted into Pine Lake and/or Beaver Lake.

RECEIVED

JUN 2 2 2009

City of Sammamish

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and "Friends of the Issaquah Salmon Hatchery (FISH)", hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor 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:

Purpose. The City provides a variety of parks and recreational opportunities to its citizens, including the opportunity to catch fish in Pine Lake and Beaver Lake. The purpose of this agreement is to assist and enhance those opportunities.

Scope of Services to be Performed by Contractor.

- (a) The Contractor shall: Purchase, transport and distribute suitable food to rainbow trout, raised at the State of Washington's Issaquah Salmon Hatchery, said trout to be planted in Pine Lake and/or Beaver Lake, both located in the City of Sammamish.
- (b) Nothing in this Agreement shall prohibit or restrict the Contractor from arranging for portions of this Scope of Services to be performed by the State of Washington or community volunteers.
- (c) In performing such services, the Contractor shall at all time comply with all federal, state and local statues, rules, and ordinances applicable to the performance of such services.

Compensation and Method of Payment. The City shall pay the Contractor for services rendered the sum of \$6,100. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.

Duration of Agreement. This Agreement shall be in full force and effect from the date of execution through December 31, 2009.

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.

Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

[INSERT INSURANCE PROVISIONS IF APPROPRIATE]

Termination. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

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.

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 party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

Applicable Law. 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.

CONTRACTOR

By:  IFISH

DATE: 6/22/09

Address: 125 W. Sunset Way

City: Issaquah

State: WA Zip 98027

Phone: 425-392-1118

Email: gestino@issaquahfish.org

Social Security No. or Tax Identification No. 91-1640245

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

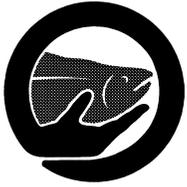
DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney



Friends of the Issaquah Salmon Hatchery

125 West Sunset Way
Issaquah, WA 98027

Invoice

DATE	INVOICE #
6/22/2009	40569

BILL TO
City of Sammamish 486 228th AVE NE Sammamish, WA 98074-7209

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Rainbow Trout Program	Payment for rainbow trout feed for trout to be placed in Beaver & Pine Lakes		6,100.00	6,100.00
FISH Tax ID#91-1640245			Total	\$6,100.00



STUDY SESSION NOTES

Study Session June 15, 2009

Mayor Don Gerend opened the study session of the Sammamish City Council at 6:30 pm.

Public Comment

Topics

Resolution: Master Fee Schedule

Capital Project Budget Review

Asset Policies

Council Reports

City Manager Report

Close Study Session

9:40 pm

COUNCIL MINUTES

Regular Meeting June 16, 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.

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. Eastlake Student Liaison Natalie Wang led the pledge.

Public Comment

Doug Eglington, King County Historic Preservation, Spoke regarding the Freed House relocation, and the process to have it designated as a Historic Landmark. He said the county would be willing to lend resources to complete this process and there are funds available to help restore it through 4Culture.

Peter Scontrino, 21832 SE 28th Street, He agrees with staff that tree retention is important to both lakes and supports the 80% requirement in the SHO's SMP plan. He feels this requirement goes hand in hand with the 5 foot shoreline enhancement recommendation in the plan. (Submitted written comments.)

Donald Barrett, 2920 E Lake Sammamish Parkway NE, He hopes that Council will lean heavily towards supporting column B in the table they will be considering tonight.

Tom Harmon, 4369 243rd Avenue SE, Representing Sammamish Plateau Water & Sewer. He spoke regarding the SE 20th Street sewer project. The district would like to install the necessary improvements at the same time as the city improves the street. This will result in a cost saving. They are in the process of gathering support from the residents who would have to pay for this improvement. They will decide whether or not to move forward later in June, 2009.

Rena Brady, 1304 251st Avenue SE, Spoke in favor of relocating and restoring the Freed House.

Boyer Halverson, 21928 SE 28th Street, He supports the 5 foot shoreline buffer as advocated in the SHO May 19th plan. He feels the City is holding his building permits ransom until he agrees

to record a sensitive area designation on his property when it clearly is not a sensitive or naturally occurring stream (Submitted written comments).

Barbara Stout, 1616 198th Avenue NE, She lives in Loree Estates. She learned this week that her adjacent neighbor had applied for and received a permit from the city to cut down 43 trees, build a barn and populate it with farm animals. She does not feel this type of development will fit in with the rest of the mainly residential neighborhood. She feels the city needs to change codes that allow for this (Submitted written comments).

Sue Hill, 19706 SE 17 Street, She feels the city should take Home Owners Associations covenants into consideration when approving permits (Submitted written statement).

Shelley Beasley, 19706 SE 17th Street, She does not feel that the lots in her neighborhood can sustain farm animals, even if city ordinances allow it.

Kay Schertzl, 19211 NE 19th, She feels the city needs more clearly defined criteria regarding farm animals allowed in the urban area. She also feels that neighbors should be notified about any permit request when the land use will be radically changed (Submitted written comments).

City Manager Ben Yazici said the applicants for this property are revising their plans.

Helen Baxter, PO Box 702, Fall City, She spoke in support of preserving the Freed House, especially during these hard economic times. The Heritage Society has solicited \$6,300 in pledges to restore the home if it is relocated.

Rosemary Carrel, 20814 NE 26th Place, She spoke in support of the Freed House. She feels the community is supportive of retaining this piece of Sammamish's history.

Bob Stout, 1616 198th Place, He lives next to the proposed farm in Loree Estates. He called the city to request a site visit to the property, hoping to stop the cutting of many mature trees on the property. He feels that the city should be required to visit sites before extensive tree cutting can take place. Perhaps the city needs more staff and codes should be revised that would let this happen at all.

Linda Eastlick, 2232 222nd Avenue SE, She supported the previous speaker in the support of a 5 foot shoreline enhancement zone rather than 15 feet.

Reid Brockway, 167 E Lake Sammamish Shore Lane NE, He urged Council to make decisions on the Shoreline Master Plan that are based on good solid science. He expects the staff to do the research on the best available science and make good recommendations to the Council. He urged Council to err on the side of conservatism when the science does not give good guidance (Submitted written comments).

Erica Tiliacos, 1130 Lancaster Way SE, She spoke regarding the Freed House. She does not believe that the Historical Society has tried to raise any money in the last six years to preserve

the house. She does not feel the house qualifies as an historic structure. She feels the cost to preserve the house is too great. Council should vote no on saving this house.

Mike Collins, 2841 E Lake Sammamish Parkway NE, He spoke in support of relocating the Freed House. His neighborhood has pledged \$1,000 toward restoration of the house and will help solicit funds if the house is relocated (Submitted written comments).

Susan Buchanan, 813 E Lake Sammamish Parkway NE, She supports the SHO's draft SMP and the comments made by the Brockways.

Virginia Kuhn 21822 NE 1st Street, She spoke in favor of relocating the Freed House and making some minor repairs to the house to help improve its looks and preserve it. She feels there are many uses for the house and there could be opportunities for public/private partnerships. Volunteers could be used to restore the house in phases.

Gail Twelves, 19727 SE 19th Street, She spoke regarding the Loree Estates permit issue. She is unhappy that the trees have been removed. She feels logging on a steep slope should have triggered a site visit by city staff, as well as the housing of large animals on the property. She suggested hiring more staff, applicants should be required to present approval by their HOA's, and any permit of this type should not be granted without a site visit (Submitted written comments).

Kristi Calvert Lee, 19740 SE 17th Street, She agreed with the previous speaker.

Ed Whitehead, 1626 198th Place SE, He spoke regarding the Loree Estates issue.

Nancy Hughes, 20024 SE 19th Street, She spoke regarding the Loree Estates issue. She agreed with previous speakers that the permit should not have been issued, that there should be better communications between the city and homeowners associations. She was unhappy that city code allows for farm animals in residential neighborhoods (Submitted written comments).

Rory Crispin, PO Box 443, Bellevue, He spoke regarding public access and view corridors in the SMP. He feels the SHO plan is much clearer in regards to these issues. He cited several legal cases that support his points.

John Galvin, 423 228th Avenue SE, He does not believe that the current level of city revenues will continue to support growth. The budget is shrinking, and operating expenses are growing. The city needs to increase revenues and diversify its tax sources.

Approval of Agenda

MOTION: Councilmember Whitten moved to amend the agenda by removing Item #5 Resolution amending the Master Fee Schedule. Motion to amend agenda carried unanimously 7-0.

Student Liaison Report

Skyline Student Liaisons

Eastlake Student Liaison

Proclamations/Presentations

➤ Presentation: Student Liaisons/Youth Board Plaque
Mayor Gerend presented certificates and plaques for the Student Liaisons and the Sammamish Youth Board Representative.

Consent Calendar

Payroll for pay period ending May 15, 2009 for pay date May 20, 2009 in the amount of \$246,147.35

Payroll for pay period ending May 31, 2009 for pay date June 5, 2009 in the amount of \$259,945.48

Approval: Claims for period ending June 16, 2009 in the amount of \$1,391,237.02 for check No. 23706 through Check No.23839

Resolution: Repealing Resolution No. R2007-268 And Establishing Capital Asset And Small And Attractive Asset Policies

Resolution: Accepting The City Of Sammamish 2009 City Hall Exterior Staining Project As Complete

Resolution: Granting Final Plat Approval To The Plat Of Illahee Tract M Subdivision

~~Resolution: Amending Resolution R2008-314 The City's Master Fee Schedule~~

Amendment: Consortium for Cable TV Franchising

Bid Award: AM Radio

Contract: HW Lochner/244th Construction Support Services

Contract: Concurrency Management/DEA

Contract: Geotechnical/Kleinfelder

MOU: 244th Power Pole Relocation/PSE

Approval: Minutes for June 2, 2009 Regular Meeting

Approval: Notes for June 9, 2009 Joint Study Session with Parks & Recreation Commission

MOTION: Consent Calendar approved as amended.

Unfinished Business

City Council Policy Decision: Shoreline Master Plan

Director of Community Development Kamuron Gurol gave the staff report and showed a PowerPoint presentation outlining the process of the Shoreline Master Plan (available at city website at www.ci.sammamish.wa.us)

Council made the following policy decisions and gave the following direction to staff:

- All lakes
 - Use citywide standards for impervious surface limits.
 - Allow subdivision of Urban Conservancy designated lots.
 - Physical and visual access is made available to the public by way of existing public parks, and potentially through street ends and other public lands.
 - Demonstrated need is not necessary for permitting of private residential docks.
 - Washington State Department of Fish and Wild Life approved materials are required for all dock repairs requiring permits.
 - No additional SMP regulation on spacing of private residential docks in the Urban Conservancy.
- Lake Sammamish
 - Interior side yard setbacks to total 15% of lot width, with a minimum 5 foot width for sides of structure.
 - Features per private dock:
 - 1 float
 - 2 boat lifts and 2 Personal Water Craft Lifts (PWC) OR 4 PWC lifts
 - Features per private joint-use dock:
 - As above, plus:
 - 1 extra boat lift and 1 extra PWC lift
- Pine and Beaver Lake
 - Minimum lot width required for subdivision within Shoreline Jurisdiction: 50 feet
 - Restrict division of lot edge along waterfront edge
 - New lifts are prohibited
 - Existing lifts are “grandfathered”
 - Interior setbacks per zoning code

Council recessed from 9:05 pm 9:15 pm.

New Business**Bid Award: Lower Sammamish Commons Project**

Parks and Recreation Director Jessi Richardson gave the staff report. Councilmember Felling expressed concern over relocating the Freed House when there are no plans in place for its future use. Councilmember Cross expressed concern as well, noting that he really didn't feel comfortable moving another house onto the Sammamish Commons property without any funding to improve or maintain it. Councilmembers Petitti and Barry supported the relocation stating that this is the first step in securing both funding and community support for the project. Councilmembers Whitten and Huckabay also expressed reservations about relocating the Freed House.

MOTION: Councilmember Cross moved to authorize the City Manager to sign a contract with CDK Construction for the Phase IIB Improvements for the Lower Sammamish Commons and authorize the City Manager to award schedule A, in the amount \$662,972. 54 with a construction contingency of \$65,000 . Councilmember Huckabay seconded. Motion carried 4-3 with Councilmember Petitti, Deputy Mayor Barry and Mayor Gerend dissenting.

Bid Award: 2009 Pavement Overlay Contract

City Engineer Laura Philpot gave the staff report. She reported that bids were opened today. There were two bids. They are both substantially under the engineer's estimate. Staff is requesting Council to direct the City Manager to award the bid to the lowest responsible bidder. She said staff will return at a later meeting with recommendations on how to use the savings on other projects.

MOTION: Councilmember Whitten moved to authorize the City Manager to award and execute a contract with the lowest responsible bidder for the construction of the 2009 Pavement Preservation Program and administer a construction contingency. Councilmember Cross seconded. Motion carried 7-0.

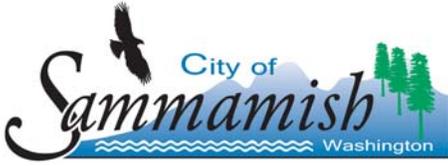
Council Reports**City Manager Report**

City received a \$15,000 grant from the Washington State Traffic Safety Commission for flashing lights to be installed at school crosswalks.

Meeting adjourned at 11:30 pm

Melonie Anderson, City Clerk

Donald L. Gerend, Mayor



CITY COUNCIL AGENDA BILL

Subject:

Public Hearing and first reading of a proposed ordinance annexing the Rosemont at Timberline Subdivision effective on July 31, 2009.

Meeting Date: July 7, 2009

Date Submitted: July 1, 2009

Originating Department: Community Development

Clearances:**Action Required:**

- Public Hearing
- Continue to July 21 for final action

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

- Proposed ordinance w/ attachments

Budgeted Amount:

Summary Statement:

This ordinance annexes the Rosemont at Timberline subdivision effective on July 31, 2009.

Background:

Under state law, parties may initiate an annexation of property into the City by submitting a petition signed by the owners of 10% of the assessed value of property within the annexation area followed by a petition signed by owners of 60% of the assessed value of the property within the annexation area. The City previously received both petitions from owners of property within the Rosemont at Timberline subdivision.

The City Council considered these requests at its April 7, 2009 and June 2nd regular meetings and adopted Resolution No. R2009-363 and Ordinance O2009-261. Petition signers also consented to the pro-rata share of existing city indebtedness, if any. On June 12, 2009 a Notice of Intention to annex to the King County Boundary Review Board

(BRB) was submitted. The BRB is scheduled to make decision about the annexation on July 9, 2009. State law calls for the City Council to adopt a final “capstone” ordinance annexing the area.

Financial Impact:

Financial impacts associated with the proposed annexation were presented to the Council on March 10, 2009. The annexation is projected to have a slightly positive or neutral financial effect on the city (projected revenues would cover or exceed projected costs) and positive effect for landowners in the annexed area (property taxes are projected to be lower for the typical parcel).

Recommended Motion:

1. Open the public hearing; take testimony and close the public hearing.
2. Approve the annexation effective on July 31, 2009.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O ____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH ANNEXING
ROSEMONT AT TIMBERLINE SUBDIVISION EFFECTIVE JULY
31ST 2009.**

WHEREAS, RCW 35A.14.120 provides that “proceedings for initiating annexation of unincorporated territory to a charter code city or non-charter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed, but that prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings;” and

WHEREAS, on February 6, 2009, residents of the Rosemont at Timberline Subdivision notified the city of their intent to commence annexation proceedings, by submitting a letter with the signatures of the owners of not less than ten percent in value of the proposed annexation area; and

WHEREAS, the area is contiguous and located in unincorporated King County just west of Sahalee Way Avenue NE and south of NE 50th Street on 205th Place NE in a Potential Annexation Area (PAA) adopted by the City Council in 2006 and 2007; and

WHEREAS, on April 21, 2008 the City Council adopted Ordinances O2008-228 and – 229, which adopted contingent zoning and comprehensive plan land use designations for such PAAs to be effective upon their annexation; and

WHEREAS, on April 7, 2009 the City Council met with the initiating parties as part of the regular City Council meeting and accepted resolution R2009-363; a 10 percent annexation petition and authorized the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the annexation area; and

WHEREAS, on May 7, 2009 a petition was submitted to the City of Sammamish seeking acceptance of the 60 percent annexation petition of the Rosemont at Timberline Subdivision; and

WHEREAS, on June 2, 2009, the City Council met with the initiating parties as part of the regular City Council meeting and approved ordinance O2009-261; accepting the 60 percent annexation petition and authorizing the City Manager, and/or his designees to prepare and submit a Notice of Intention to Annex to the King County Boundary Review Board and requiring petition signers consent to the assumption of the modified annexation area’s pro-rate share of existing city indebtedness, if any; and

WHEREAS, pursuant to RCW 35A.01.040 (9), the petition was forwarded to the King County Assessor for a determination as to the sufficiency of signatures thereon; and

WHEREAS, on May 13, 2009 the King County Assessor determined that the petition contains the signatures of the owners of 60% of the assessed valuation of property located within the proposed Rosemont at Timberline Subdivision, and so notified the City of Sammamish of that determination in writing; and

WHEREAS, on July 7, 2009, the Sammamish City Council held a public hearing following publication of notice thereof as provided in RCW 35A.14.130; and

WHEREAS on July 9, 2009 the Washington State Boundary Review Board for King County considered and approved the Rosemont annexation; and

WHEREAS, the Sammamish City Council desires to annex the area described and shown in the petition;

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

Section 1. Annexation. The City of Sammamish hereby annexes Rosemont at Timberline Subdivision, which is legally described in Exhibit A and depicted on the map in Exhibit B, which exhibits are attached hereto and incorporated herein by reference.

Section 2. Conditions Upon Annexation.

A. Comprehensive Plan and zoning designations. All properties within the Rosemont at Timberline Subdivision shall be subject to the Comprehensive Plan and zoning designations set forth in City of Sammamish Ordinance Nos. O2008-228 and O2008-229.

B. Assumption of Existing Indebtedness. All property within the Rosemont at Timberline Subdivision shall be assessed and taxed at the same rate and on the same basis as the property in the City of Sammamish is assessed and taxed to pay for the portion of outstanding city indebtedness, if any, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the effective date of the annexation in Section 1 of this Ordinance.

Section 3. Effective Date. This ordinance shall be effective on July 31st 2009.

Section 4. Certification of Ordinance to King County. Pursuant to RCW 35A.14.140, upon passage the City Clerk is directed to file a certified copy of this Ordinance with the King County Council.

Section 5. 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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 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: June 29, 2009
Public Hearing: July 7, 2009
First Reading: July 7, 2009
Date Adopted:
Date of Publication:
Effective Date:

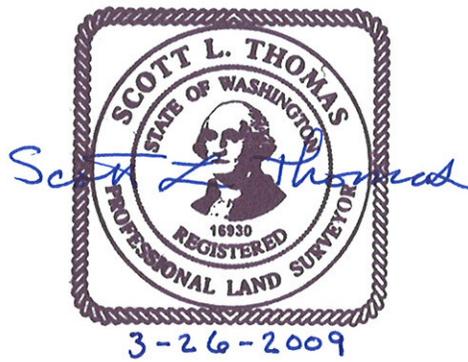
EXHIBIT 'A'
ROSEMONT AT TIMBERLINE
ANNEXATION LEGAL DESCRIPTION

Lots 1 through 14 and Tracts 'A', 'B', 'C', 'E', 'F', and 'H' of Rosemont At Timberline, as recorded in Volume 232 of Plats at Pages 73-78 and recorded under Auditor's Fee No. 20060118000015, records of King County, Washington and lying within that portion of the Northwest quarter, of the Southeast quarter, of Section 17, Township 25 North, Range 6 East, W.M., King County, Washington described as follows:

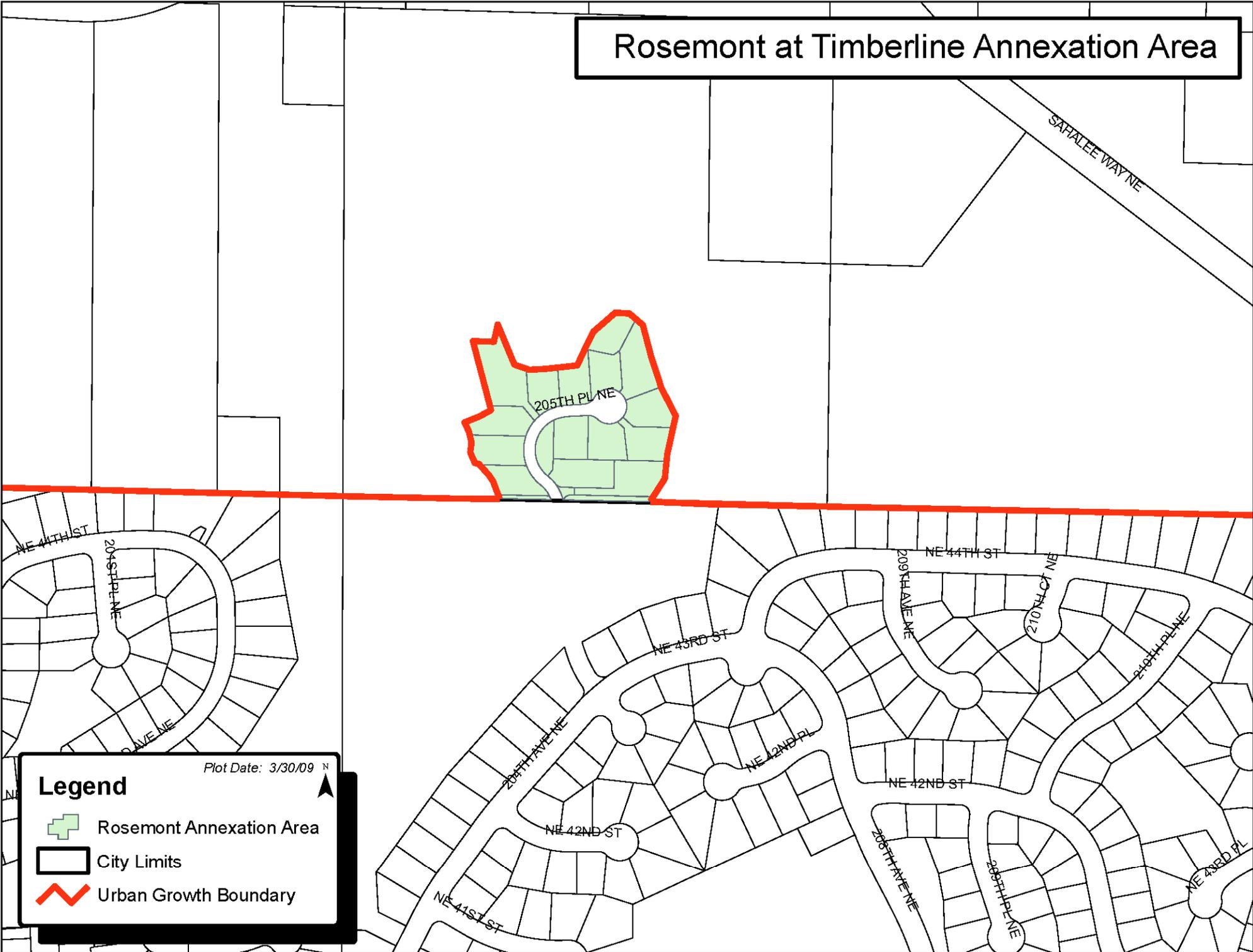
COMMENCING at the Southeast corner of said subdivision;
THENCE North 88°48'06" West 480.87 feet, along the South line of said subdivision to the Southeast corner of said Tract 'A' and the POINT OF BEGINNING;
THENCE along the common line between Tract 'D' of said Rosemont At Timberline and Lots 4 through 7, Tract 'C', Lots 9 through 14, and Tracts 'F', 'E', and 'A' of said Rosemont At Timberline along the following courses:

North 32°51'35" East 81.52 feet;
North 03°51'01" East 55.17 feet;
North 14°01'52" East 52.60 feet;
North 10°15'31" East 60.28 feet;
North 27°14'17" West 53.77 feet;
North 23°52'46" West 45.20 feet;
North 17°23'16" West 76.15 feet;
North 16°50'20" West 87.88 feet;
North 45°01'18" West 45.41 feet;
South 89°34'19" West 36.01 feet;
South 47°43'18" West 88.41 feet;
South 25°52'45" West 96.09 feet;
South 86°39'32" West 76.98 feet;
South 83°52'10" West 44.38 feet;
North 72°58'41" West 50.15 feet;
North 24°04'33" West 51.54 feet;
North 19°03'21" West 53.99 feet;
North 58°15'38" West 11.08 feet;
South 05°21'22" West 44.83 feet;
North 88°47'18" West 57.16 feet;
South 14°19'29" East 86.19 feet;
South 17°20'29" East 42.72 feet;
South 14°53'38" East 62.54 feet;
South 62°19'39" West 50.92 feet;
South 74°42'38" West 31.43 feet;
South 34°56'43" East 18.95 feet;
South 17°54'34" East 41.68 feet;
South 19°43'06" West 22.95 feet;
South 16°16'54" East 21.00 feet;
South 29°52'33" East 14.66 feet;

South 63°44'08" East 20.80 feet;
South 40°10'26" East 41.68 feet;
South 10°27'07" East 21.77 feet;
South 27°54'13" East 38.96 feet to the Southwest corner of said Tract 'F' and the South line of said subdivision;
THENCE South 88°48'06" East 402.05 feet, along the South line of said Tracts 'F', 'E' and 'A' and the South line of said subdivision to the POINT OF BEGINNING and containing 4.718 acres, more or less.



Rosemont at Timberline Annexation Area



Plot Date: 3/30/09 TM 

Legend

-  Rosemont Annexation Area
-  City Limits
-  Urban Growth Boundary

EXHIBIT 'B'



TRACT G

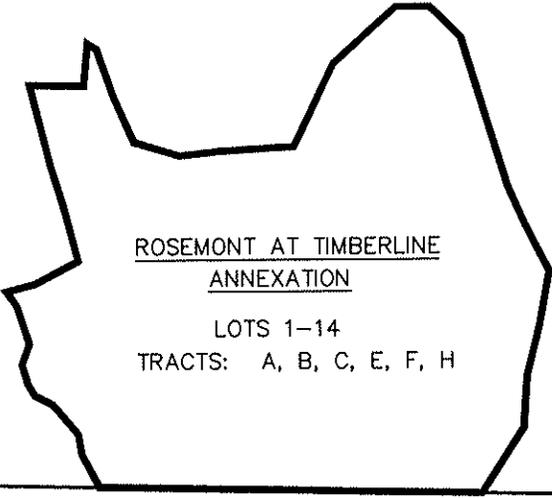
NW CORNER,
NW 1/4, SE 1/4,

NE CORNER,
NW 1/4, SE 1/4

NOT INCLUDED

NW 1/4, SE 1/4, SECTION 17, T 25 N, R 6 E

TRACT D



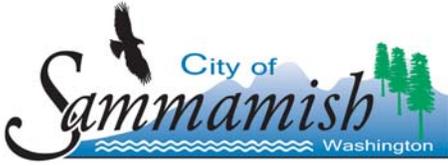
ROSEMONT AT TIMBERLINE
ANNEXATION

LOTS 1-14
TRACTS: A, B, C, E, F, H

SW CORNER,
NW 1/4, SE 1/4,

SE CORNER,
NW 1/4, SE 1/4

P.O.B



CITY COUNCIL AGENDA BILL

Subject:
Shoreline Master Program Update (SMP)

Meeting Date: July 7, 2009

Date Submitted: July 1, 2009

Originating Department: Community Development

Clearances:

Action Required:

Provide direction to staff on remaining SMP policy issues per the attached and updated *Policy Direction Summary pages 6-11*.

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

Exhibits:

1. Policy Direction Summary (pages 6-11)
2. Shoreline Master Program Staff Notes reflecting City Council Policy Direction from June 2nd and 16, 2009, meetings
3. ESA Adolfson Memorandum on Lakeshore Vegetation and its role in protecting lake ecology dated June 16, 2009
4. Jurisdiction Proposed Regulations Comparison Study – Docks (DRAFT)
5. Council-Requested state regulations: Public benefits requirements of subdivisions (RCW 58.17.110)
6. Vegetation Management Diagram (City Staff, June 2009)

Budgeted Amount:N/A

Summary Statement: At the June 2 and 16th study sessions, the City Council reviewed policy options tables reflecting public comments and amendments to the Planning Commission Recommended Draft Shoreline Master Program (SMP) (January, 2009). The Council achieved agreement on many of these options on June 2nd, and then reviewed and confirmed these on June 16th. The attached document *Shoreline Master Program Staff Notes reflecting City Council Policy Direction From June 2nd and 16, 2009* shows a condensed version of the Council's direction from both of the June meetings.

The purpose of this July 7 meeting is to complete the review of the remaining SMP policy options, as represented in the attached *Policy Direction Summary* pages 6-9. Staff will provide requested technical information on key issues as requested by Council to inform the decisions. (See the Exhibits 1 through 6). Staff will use this Council direction and technical information to revise the SMP document and issue a “Council Draft SMP” in late July or early August.

Background: Following two years of work, the *Planning Commission Recommended Draft Shoreline Master Program* was provided to the City Council in January, 2009. Since then, the Council has reviewed that document and continued to receive a large amount of public comment. The city needs to adopt an update to the SMP by the end of 2009 under state statute.

Financial Impact: N/A

Recommended Motion: Discuss and provide policy direction.

Policy Direction Summary

Docks					
Docks Row #	Existing SMP: (Rural Standard / Conservancy Standard)	Council Direction			Staff recommends
		PC Draft SMP:	SHO amendments	Beach Club amendments	
D-2A Area	Max. area of 600 sf.	Minimum size to provide for moorage.	Minimum size to provide for moorage. -SFR docks maximum of 600 sf -Joint use docks maximum of 850 sf	Minimum size to provide for moorage. -Beach Club docks (shared by more than 10 lots) maximum of 3,000 sf	- If CC desires sf maximums for docks, staff suggests: Sammamish – 480 sf for single lot service, 700 sf for two to nine lot service, 1000 sf for ten or more lot service (Beach Clubs); Pine Beaver – 480 sf for single lot service, 700 sf for joint use or more.
D-2L Length	SFR: No pier or dock may extend more than ¼ of the total distance to the opposite shoreline. -Maximum length 80 ft or the point where the water depth is 13 ft below OHWM, whichever is reached first (SMC 25.20.110). Public Recreational: Maximum length of 80 ft , may be increased 4 ft for each additional moorage space over 10 moorage spaces to a maximum of 120 ft.	Max. length shall not be greater than the average length of the nearest docks on either side, or length needed to achieve a minimum mean water depth of 8 ft at the waterward-most extent of the dock. The City may require a shorter length due to spacing between docks on opposite or adjacent shorelines or if dock would obstruct surface navigation.	Length no longer than the average of the nearest docks on either side or to a water depth of 8 ft when measured from the lowest seasonal water level, whichever dock length is greater. The City may require a shorter length due to spacing between docks on opposite or adjacent shorelines or if dock would obstruct surface navigation.		Staff suggestions: - as in PC draft with addition of ¼ distance to opposite shore and without 8 ft depth (preferred) or - 80 ft (as in current SMP) but without a water depth allowance.

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary

Docks					
Docks Row #	Existing SMP: (Rural Standard / Conservancy Standard)	Council Direction			Staff recommends
		PC Draft SMP:	SHO amendments	Beach Club amendments	
D2-H Height	Not to exceed 5ft above the OHWM (normal water level range).	Not to exceed 3 ft above the Extreme High Water level.	Not to exceed 3 ft 5 ft above the Extreme <u>Ordinary</u> High Water level.	None submitted in this category.	<i>Staff recommends SHO amendment: 5 ft above the OHWM.</i>
D2-P Property line Setback	15 ft minimum from side property lines.	15 ft minimum from property line with the exception of joint use docks.	15 ft minimum from the <u>waterward extension of the</u> property line with the exception of joint use docks.	None submitted in this category	<i>Staff recommends SHO amendment: 15 ft min. from the waterward extension of the property line with the exception of joint use docks.</i>

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary

Beach Clubs (private shared facilities)				
Row #	Topic	Direction		Staff notes
	Beach Clubs	PC Draft SMP	Proposed amendments	
BC-1	All lakes: Distinction	Shoreline regulations for Beach Clubs are not distinct from single-family residential use/development regulations	Add shoreline regulations for Beach Clubs that are distinct from single-family residential use/ development regulations. Parcels servicing 10 or more lots (SHO)	
BC-2	Lake Sammamish: Extra dock/float to service existing ramp/rails	Existing launch ramps and rails: <ul style="list-style-type: none"> • No provision for additional dock • One float limited to 150 sf for all lots 	Existing launch ramps and rails: <ul style="list-style-type: none"> • Allowance for additional “launch dock” of 250 sf for existing ramp OR • Allowance for additional float 	<p><i>-Larger dock area, rather than additional dock, should meet needs or</i></p> <p><i>-Two docks with the same total area allowance</i></p> <p><i>-Larger float could be an alternative to a bigger dock</i></p>
BC-3	All lakes: Active use designation – setback and vegetation requirements	Same “Active Use” designation for Beach Club lots as for Single Family: <ul style="list-style-type: none"> • New setback/vegetation requirements applied with new permit application review • (CC Direction) Active use area allowed is 25% in “shoreline enhancement area” 	Different “Active Use” designation for Beach Club lots: <ul style="list-style-type: none"> • New setback/vegetation requirements applied with new permit application review <u>only if</u> <ul style="list-style-type: none"> ○ building a structure within a 25 ft setback ○ increasing impervious surface more than 500 sf ○ applying for an SSDP • Active use area allowed is 100% in “buffer/shoreline zone” 	<p><i>-No additional active use area</i></p> <p><i>-Regarding development, existing uses (including active use areas) are “grandfathered”</i></p> <p><i>- SMP requirements are triggered by permit activity/redevelopment.</i></p>

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary

Shoreline Stabilization				
Row #	Topic	Direction		
	Shoreline Stabilization	PC Recommended Draft SMP	SHO amendments	Staff notes
S-1	All lakes: Priority direction	When evaluating the need for structural shoreline stabilization, the Director shall consider alternatives to structural stabilization in the following order of preference: 1. No action (allow the shoreline to retreat naturally). 2. Increased building setback. 3. Use of flexible defense works constructed of natural materials.	When evaluating the need for structural shoreline stabilization, the Director shall consider alternatives in the following order of preference: 1. No action (allow the shoreline to retreat naturally). 2. Increased building setback. 3. Use of flexible defense works constructed of natural materials.	<i>Staff recommend PC draft language.</i>
S-2	Lake Sammamish: Priority direction		Alternative shoreline restoration in order of priority <ul style="list-style-type: none"> • Remove bulkhead, place fill, vegetate • Leave bulkhead, place fill, vegetate • Vegetate water side of bulkhead 	<i>Staff recommend PC draft language used in S-1.</i>

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary

Vegetation Management				
Row #	Topic	Direction		
	Vegetation Management	PC Recommended Draft SMP	SHO amendments	Staff notes
V-1	Lake Sammamish: “Shoreline zone” or buffer	Buffer can be reduced from 45 feet to a minimum of 15 feet (list not inclusive): <ul style="list-style-type: none"> • 10 ft – for preservation or restoration of mixture of native trees/shrubs/groundcover within “shoreline zone” and at 75% of lake frontage • 15 ft - Removal of an existing bulkhead located at, below or within 5 feet landward of the OHWM w/restoration of the shoreline to natural/semi-natural state 	Shoreline Zone can be reduced from 45 feet to a min. of 15 feet (list not inclusive): <ul style="list-style-type: none"> • 10 ft – (requirement) to plant “shoreline enhancement area” of 15 ft (w/25% active use) • 15 ft - Removal of an existing bulkhead located at, below or within 5 feet landward of the OHWM w/restoration of the shoreline to natural/semi-natural <u>state including replacement of bulkhead w/bulkhead alternative</u> • <u>10 ft – for creation of a durable inclined fill of gravel against the waterside of an existing bulkhead and restoration of native plants</u> 	<i>See memorandum “Lakeshore vegetation and its role in protecting lake ecology” 2009, ESA Adolfson (Exhibit 3).</i> <i>SHO proposal for durable inclined fill would not remove bulkhead.</i>
V-2	Pine and Beaver: Vegetation requirements	<ul style="list-style-type: none"> • 80% tree retention within 45 ft buffer • 70% of trees within 200 ft shoreline jurisdiction must be retained (may be reduced to 50% with specified mitigation) • Area outside of “active use” shall be vegetated with trees and shrubs. Up to 15% of the vegetated area may be composed of non-invasive ornamental plantings. 	<ul style="list-style-type: none"> • 80% tree retention within 45 ft shoreline zone • Area outside of “active use” shall be vegetated with trees and shrubs. Up to 15% of the vegetated area may be composed of non-invasive ornamental plantings Vegetation management applies exclusively to a 5 ft “Shoreline Enhancement Area” which will be 75% vegetated. Up to 25% of the vegetated area may be composed of non-invasive ornamental plantings. 	<i>Staff recommends confirmation of CC direction. See ESA Adolfson memo (Exhibit 3) and Vegetation Diagram (Exhibit 6).</i> (CC Direction) <ul style="list-style-type: none"> • 80% tree retention (Shoreline Jurisdiction) • 15 ft shoreline enhancement area reducible to 5 ft (with additional vegetation elsewhere on lot) • Allowance for 25% non-invasive ornamental plantings within enhancement area

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Policy Direction Summary

Shoreline Urban Conservancy Designation				
Row #	Topic	Direction		
		PC Recommended Draft SMP	SHO amendments	Staff notes
UC-1	Urban Conservancy/ Shoreline Residential – All Lakes	<ul style="list-style-type: none"> • Subdivision of existing parcels shall be prohibited. • All new residential docks must be at least 200 feet from all other existing docks. • Total impervious surface area shall not exceed thirty percent (30%) of the total parcel area, excluding any portion of the parcel waterward of the OHWM. 	<ul style="list-style-type: none"> • Subdivision of existing parcels shall be prohibited. • All new residential docks must be at least 200 feet from all other existing docks. • Total impervious surface area shall not exceed 30% of the total parcel area, excluding any portion of the parcel waterward of the OHWM. 	<i>Urban Conservancy reaches were identified as having increased ecologic function in the June 2007 City of Sammamish Shoreline Inventory and Characterization Report. Reaches identified were designated as Urban Conservancy. Identification methods include GIS data, aerial photography, existing reports, and planning documents.</i>
UC - 2	Urban Conservancy/Urban Residential – All Lakes: Specific parcel designations	<p>Planning Commission made the following changes:</p> <ul style="list-style-type: none"> • Urban Conservancy to Shoreline Residential <ul style="list-style-type: none"> ○ Martin ○ Smith • Shoreline Residential to Urban Conservancy <ul style="list-style-type: none"> ○ Anderson 	<p>Residents requesting removal of individual lots:</p> <ul style="list-style-type: none"> • From Urban Conservancy to Shoreline Residential. These include: <ul style="list-style-type: none"> ○ Barrett ○ Kazynski ○ Lo ○ Nelson ○ Pizzo ○ Renbarger ○ Wiggers 	<i>Staff to perform analysis of each proposed change during rewrite process.</i>

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Shoreline Master Program Staff Notes reflecting City Council Policy Direction

Council Policy Direction from June 2, 2009 (updated)

- Lake Sammamish
 - Establish a “Shoreline Zone” of 45 feet
 - Establish a “Shoreline Enhancement Area” of 15 feet
 - Establish a 5 feet Building Setback Line (BSBL) from “Shoreline Zone”
 - Offer incentives that can reduce the “Shoreline Zone” down to 15 feet
- Pine and Beaver Lake
 - Establish a “Shoreline Zone” of 45 feet
 - Establish a “Shoreline Enhancement Area” of 15 feet with incentive to reduce to 5 feet for increased vegetation elsewhere on the lot
 - Establish a 5 foot BSBL from “Shoreline Zone”
 - 80% of significant trees within the Shoreline Jurisdiction would be retained
- All lakes
 - Vegetation requirements are only applied through new permit application review
 - Vegetation will include a minimum of 75% native plants within the “Shoreline Enhancement Area”; up to 25% of vegetation may be non-natives
 - Allow an active use area that is up to 25% of the “Shoreline Enhancement Area” and no less than 15 feet of the lot width, and specify that the active use area can be non-contiguous
 - Fences within the “Shoreline Enhancement Area” will not exceed 6 feet in height
 - Existing landscape features may be retained and maintained
- Primary residences within the “Shoreline Zone” on all lakes
 - Legal and conforming primary residences, existing entirely within or partially extended into the newly established “shoreline zone,” continue to be legal and conforming upon adoption of the updated SMP
 - Such residences may be rebuilt in-kind
 - Indoor and outdoor remodeling and maintenance of such residences is allowed as long as the portion of the structure’s envelope (base and height dimensions) existing within the “shoreline zone” is not enlarged
 - Any reconstruction, beyond in-kind, within the “Shoreline zone” (voluntary or involuntary) triggers mitigation through vegetative restoration in the “Shoreline Enhancement Zone”
 - Expansion of the portion of the primary structure residence located outside the “shoreline zone” is regulated by existing city code

Council requests for further information

- Community beaches
- Ordinary High Water Mark

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

Shoreline Master Program Staff Notes reflecting City Council Policy Direction

Council Policy Direction from June 16, 2009

- All lakes
 - Use citywide standards for impervious surface limits.
 - Allow subdivision of Urban Conservancy designated lots.
 - Physical and visual access is made available to the public by way of existing public parks, and potentially through street ends and other public lands.
 - Demonstrated need is not necessary for permitting of private residential docks.
 - WDFW approved materials are required for all dock repairs requiring permits.
 - No additional SMP regulation on spacing of private residential docks in the Urban Conservancy.
- Lake Sammamish
 - Interior side yard setbacks to total 15% of lot width, with a minimum 5 foot width for sides of structure.
 - Features per private dock:
 - 1 float
 - 2 boat lifts and 2 PWC lifts OR 4 PWC lifts
 - Features per private joint-use dock:
 - As above, plus:
 - 1 extra boat lift and 1 extra PWC lift
- Pine and Beaver Lake
 - Minimum lot width required for subdivision within Shoreline Jurisdiction: 50 feet
 - Restrict division of lot edge along waterfront edge
 - New lifts are prohibited
 - Existing lifts are “grandfathered”
 - Interior setbacks per zoning code

Council will consider the following issues on July 7

- Beach Club
- Shoreline Stabilization
- Ordinary High Water Mark
- Tree retention/vegetation requirements (clarification of June 2 direction)
- Shoreline Designations
- Policy direction item D-2 (size and length of docks)
- Possible limitation of floats and barges on Pine and Beaver Lakes

Council requests for further information

- Ordinary High Water Mark
- Current state regulations regarding public benefit requirements for subdivision (RCW 58.17.110)
- Information regarding dock length/area regulations and fill for lifts (ACE and nearby jurisdictions)
- Information on Best Available Science regarding vegetation retention and impervious surfaces

NOTE: Staff will review the entire SMP to ensure that terminology and definitions are consistent and reflect Council policy direction.

memorandum

date June 16, 2009

to City of Sammamish

from Margaret Clancy and Laura Brock, ESA Adolfson

subject **Lakeshore vegetation and its role in protecting lake ecology**

The purpose of this memorandum is to briefly describe lakeshore vegetation and the role it plays in protecting lake health. Specific studies and data are presented where applicable. We prepared this memo at the request of City staff to facilitate discussions with the City Council on issues related to the Shoreline Master Program update.

Basics of Lake Ecology

Lakes are inland fresh water bodies generally located in basins fed by streams or rivers. Lakes provide a variety of ecosystem goods and services: They provide critical fresh water habitat for many aquatic plants, animals, fish, and insects. They store water, which can reduce downstream flood impacts and provide a source of stream flow during low flow periods. They also provide multiple recreational, sport, and enjoyment opportunities.

As complex ecological systems, lakes have distinct physical, chemical, and biological characteristics. Regional climate, basin topography, and basin/watershed size are just a few of the factors that determine a lake's physical structure. The biological conditions of a lake are influenced by its size, shape, hydrology (amount of water entering the lake from precipitation, groundwater, and stream flows), and flushing rate (the rate at which water circulates through the lake) (Cylinder et al., 2004). Some physical properties such as light levels, temperature, and water currents, vary based on season and water depth. Lakes also vary chemically depending on nutrient levels and contaminant inputs from the surrounding lands and the watershed as a whole.

Scientists classify lakes based on their trophic state, which is a measure of their nutrient availability and biological 'productivity'. The trophic condition of a lake can range from least productive (called oligotrophic) to moderately productive (mesotrophic) to highly productive (eutrophic). Highly productive conditions are not necessarily desirable because high productivity tends to cause excessive growth of algae and other aquatic plants, decreased dissolved oxygen levels, and decreased water clarity. At the same time, if productivity is too low, a lake is less able to support aquatic life.

Based on recent studies conducted by King County, lakes in Sammamish are currently classified as follows:

- Lake Sammamish is mesotrophic
- Pine Lake is oligotrophic
- Beaver Lake's trophic state is intermediate between mesotrophic and eutrophic

Under natural conditions lakes transition slowly from oligotrophic to eutrophic systems. This is a natural process that can take thousands of years as sediment from the watershed carries nutrients slowly into the lake. However,

human actions can accelerate lake eutrophication and threaten lake health by increasing phosphorus and other nutrient inputs.

Human Impacts on Lakes

The following major stressors have been identified as degrading the quality of lakes in the U.S. (National Research Council 1992):

- Excessive input of nutrients and organic matter leading to eutrophication;
- Hydrologic and physical changes related to water surface elevation;
- Siltation from inadequate erosion control;
- Introduction of exotic species;
- Acidification from atmospheric sources; and
- Toxic contamination.

Excessive inputs of nutrients can affect ecological health and quality (e.g. dissolved oxygen levels), aesthetics (algal blooms), and recreational use (Adamus, 2007; Mayer et al., 2007; Polyakov, 2004). Specifically increased nutrient and pollutant inputs can cause adverse effects on freshwater lakes, including:

- Noxious algae (scums, blue-greens, taste and odor, visual impacts);
- Loss of open water due to excessive plant growth;
- Loss of clarity;
- Loss of habitat for fish and fish food (low dissolved oxygen)
- Excessive organic matter production
- Odors due to "toxic" gases (ammonia, hydrogen sulfide) in bottom water

In Sammamish, increased nutrient inputs and other stresses are typically caused by construction/ land clearing activities on/near the shoreline and increased urbanization throughout the basin. Specific issues of concern in Sammamish are:

- Runoff from pavement and lawns which can carry oil, metals, bacteria (including E-coli), nutrients, or transports them through the storm sewer system.
- Septic systems which can contribute to lake pollution if they leak into the shallow groundwater. This can increase the load of nutrients, bacteria (including E-coli) and other organic wastes.
- Urbanization which increases hard surfaces like roads, parking lots, and rooftops. This increases the velocity of runoff reaching the lake and causes streambank erosion, turbidity, and degraded wildlife habitats.
- Household activities such as using detergents containing phosphorous to wash boats, cars, and pets in locations where the waste water can run off into the lake.
- Overfertilizing lawns or fertilizing at the lakeshore can contribute excess nutrients to the lake potentially affecting recreational activities.
- Clearing vegetation near and on the lake shore which removes a natural buffering system which can help absorb nutrients and sediment runoff.
- Motorized boating activity (on Lake Sammamish) which can churn up nutrient laden sediments to support algae growth and destroy aquatic life or leak oil and grease into the lake.

The Lakeshore Zone and Water Quality

Lakes, like wetlands and streams, have a zone of influence where water interacts with land in a transitional area. These transition areas between upland and aquatic habitats are distinguished by gradients in biological conditions/vegetation, physical conditions (i.e. slopes), ecological processes, and biota (NRC 2002). The lakeshore zone provides a number of important ecological and social functions which can counteract many of the threats listed above. These functions include:

- Providing areas for storm water filtration (which decreases runoff velocity and improves water quality).
- Stabilizing banks, which reduces erosion and bank failure.
- Providing shade, which reduces water temperatures and improves aquatic habitats.
- Producing woody debris which improves aquatic habitat.
- Creating corridors for wildlife movement.
- Providing open space for recreation, general aesthetics, and an improved quality of life.

The lakeshore zone is especially important for maintaining lake water quality through sediment and nutrient removal. Excess sediments in surface water can impact lake water quality and present problems for various aquatic organisms. Sedimentation can cause a decrease in plant photosynthesis and changes in plant communities, and smoother aquatic insect and amphibian eggs and salmon spawning redds (Adamus 2006b).

Nitrogen and phosphorus are two of the main surface water pollutants of concern in urban areas, including Sammamish. Phosphorus retention is closely associated with the retention of suspended sediments because sediment is the primary transport vector for phosphorus. Soil particles and organic matter adsorb phosphorus that is attached to sediments suspended in surface water flows (Polyakov, 2004). Therefore, many of the same factors that increase sediment removal also play a role in phosphorus removal.

Three biological processes in lakeshore zones result in nitrogen retention: plant uptake, microbial immobilization, and bacterial denitrification (Mayer et al., 2007). These biological mechanisms depend upon site parameters such as the vegetation and microbial communities, soil properties, and site hydrology (Polyakov, 2004).

Role of Lakeshore Vegetation in Maintaining Lake Ecology

Vegetation has a strong influence on the ability of the lakeshore zone to trap, filter, and remove sediments and pollutants). Dense vegetation generally increases treatment of surface water quality (Hruby et al., 2004). More permanent nutrient retention capabilities are provided by the woody growth of trees and shrubs (Schultz et al., 2004). Other watershed and site-specific factors that affect treatment effectiveness include: the type and amount of pollutants present in runoff, the mechanism for pollutant transport, soil type, basin topography, and surrounding activities in the landscape and watershed (Abu-Zreig et al., 2004; Parkyn, 2004; Polyakov et al., 2005; Mayer et al., 2007).

Adamus (2006) noted the following characteristics as affecting the function and performance of so-called 'buffer areas' for protecting water quality:

- Vegetation type may render a buffer more suitable for certain pollutant and nutrient filtration based on the type of pollutant, its chemical characteristics, and the physiological properties of the vegetation in question. Differences in vegetation patterns, species, root structures, and other vegetation characteristics make pollutant and nutrient removal efficiency difficult to determine.
- Buffers most effectively filter pollutants and nutrients in areas where water moves by subsurface lateral flow, rather than by surface flow, because of root zone contact with pollutants and nutrients.

- Buffers receiving dispersed sheet flow will better filter water flows compared to buffers receiving channelized surface flow, which may bypass vegetation and move at a speed that inhibits pollutants filtration by soil and plants.
- Buffers in relatively flat areas generally allow better infiltration and plant uptake when compared to those on steep slopes.
- Buffer functions may be influenced by soil type. For example, coarse-grained soils may allow more rapid infiltration; however, they generally have fewer adsorption sites on the soil surface because of decreased silt and clay content. Infiltration may also occur at a rate that is greater than the rate at which plant root zones can uptake pollutants and nutrients.
- Buffers in a large contributing water basin may be overwhelmed by high flows and high pollutant and nutrient loads when compared to buffers in smaller contributing water basins.

Vegetated lakeshore zones can be a source of nutrients as well as a nutrient sink. Lakeshore plants cycle nutrients and some (such as red alder) fix nitrogen in soil. Nutrients can be released through surface or groundwater when plants die or when nitrogen is released from soils. This may mean that even though vegetated areas may retain nutrients and infiltrate well, they may also contribute more nutrients than they remove.

Lakeshore vegetation also provides physical shelter which can reduce wind-induced mixing during periods of thermal stratification. Thermal stratification is a process whereby distinct layers are formed in the water column because of seasonal changes in water density and temperature. Stratification is important because it affects the availability of nutrients and the general chemical composition of the lake. During stratification, dissolved oxygen will remain in the upper part of the water column because of photosynthesis and oxygen diffusion at the water surface. Nutrient levels in the upper part of the water column decrease because of usage by algae. As these organisms die and settle out, they transport nutrients to the lower water column, where they are biologically unavailable (and therefore do not contribute to algae growth) (EPA 2009). In the absence of wind-induced mixing, the increased nutrient levels in the lower water column are prevented from mixing with surface waters during thermal stratification. A Canadian study linked tree removal to changes in lake thermal stratification and resulting habitat loss for cold water trout (France, 1997).

Additionally, lakeshore vegetation provides habitat for a variety of fish and wildlife. Vegetation directly adjacent to the lakeshore provides shade, which moderates water temperatures, critical for fish and amphibians. Overhanging lakeshore vegetation provides food sources for aquatic insects and fish (NRC 2002). Lakeshore vegetation also provides a habitat corridor for wildlife movement between aquatic and upland environments. Studies show that forested lakeshore zones may result in greater wildlife presence and use. A Wisconsin study found that increased development along Wisconsin lakeshores was linked to reduced vegetation structure in the forest understory. Greater avian species richness occurred on forested sites with increasing canopy cover and dense understory vegetation than on developed sites with manicured lawns (Henning and Remsburg, 2009).

Width of Lakeshore Vegetation Zones

Limited data is available regarding the width of lakeshore vegetation zones and their effectiveness in protecting water quality, water quantity, and habitat functions. However some scientific studies pertaining to wetlands, streams and other water bodies are applicable to lakes because lakes provide many of the same functions and the physical, biological and chemical process that occur in the transitional areas surrounding lakes are the same or similar to the processes that occur in wetlands, streams and other waters.

In instances where the lakeshore zone has the opportunity, potential, and capacity to filter pollutants and nutrients, studies suggest that forested vegetation may protect lake processes to a greater extent than other vegetation types. Minnesota studies using a 150 meter vegetated ‘buffer’ zone to represent the shoreline development area found

that lake clarity was greatest with increasing percentages of forest surrounding lakes; conversely, agricultural and urban developments surrounding lakes were associated with decreased lake clarity (Brezonik et al., 2007).

Because the ability of a lakeshore zone to remove sediments and pollutants is a function of the volume of water received, large basins or basins that receive large amounts of runoff may require wider lakeshore treatment zones (Polyakov et al., 2005). This may be because the higher sediment loads may clog soil pores and overload the lakeshore zone's ability to trap sediments (Parkyn, 2004).

Abu-Zreig et al. (2004) found that the sediment trapping efficiency of grass/legume filter strips 33 feet wide averaged 92% and did not improve further when the width was increased to 50 feet. Other controlled experiments have confirmed that under sheet flow conditions, grass and grass-shrub strips can provide relatively high levels of sediment removal (more than 90%) within 10 feet to 33 feet of the stream (Polyakov et al., 2005; Schultz et al., 2004; Mankin et al., 2007). Mankin et al. (2007) found that grass-shrub buffers of 26 feet wide have improved water quality through the removal of sediments, particularly if adequate infiltration is achieved. Lowrance et al. (in press) performed simulations that indicated sediment load reductions of 90% occurred with 55-foot wide buffers, with little increased sediment load reduction for larger buffers.

Controlled experiments in agricultural areas demonstrate that relatively high levels of nutrient removal can occur in well designed vegetated strips. Studies in the Bear Creek Watershed in Central Iowa concluded that a 23-foot wide native-grass strip can reduce total nitrogen and phosphorus and nitrate and phosphate in surface runoff by at least 60%, while a combined 23-foot grass and 30-foot wide woody buffer reduced these nutrients by 80% (Schultz et al., 2004). In seven-year old grass-shrub buffers designed for filtering, Mankin et al. (2007) found that a vegetated width of 27 feet was effective at removing nitrogen and phosphorus. Removal rates for total nitrogen ranged from 79% to 98%, and removal rates for total phosphorus ranged from 77% to 98%.

A synthesis of a broad range of studies suggests that larger vegetative strips are required to consistently remove nitrogen (Mayer et al., 2007). This meta-analysis of 89 individual riparian buffers from 45 published studies concluded that buffers more than 164 feet wide more consistently removed significant amounts of nitrogen than narrower buffers 0 to 82 feet wide. However, nitrogen removal in areas of comparable widths varied widely among the studies, indicating that other factors affecting nitrogen removal are also in play.

Nitrate removal varied greatly at sites with different hydrogeologic characteristics on glacial till and outwash landscapes in southern Ontario, Canada (Vidon and Hill, 2004). Sites with more conductive sand and cobble sediments required width ranging from 82 feet to 577 feet to achieve more than 90% nitrate removal, whereas sites with loamy sand and sandy loam soils overlying a shallow confining layer at 3 to 6 feet achieved this removal rate within 50 feet.

The Water Quality Division of Vermont's Department of Environmental Conservation has listed general recommendations for lakeshore zones based on target functions, although specific studies or references for these recommendations were not given (Vermont WQD, 2008):

- Bank stability: 15 feet
- In-lake habitat maintenance: 25 feet
- Treatment of runoff: 100 feet
- On-shore wildlife habitat: up to 600 feet or more

The Northwest Forest Plan developed for forests in western Washington, Oregon and northern California requires buffers of 300 to 450 feet on lakes. Most jurisdictions in the Puget Sound metropolitan region require narrower buffers on lakes. For example, the City of Redmond requires a building setback of 35 feet on Lake Sammamish. The City of Bellevue currently requires a 50 foot buffer on undeveloped sites and a 25 foot buffer on developed

sites. Other areas outside Washington State take different approaches to lake buffers. Mecklenburg County in North Carolina requires lake buffers of varying widths based upon the watershed location and the density or intensity of surrounding development. The buffer widths range from 30 to 100 feet (Mecklenburg County Water Quality Program Land Use and Environmental Services Agency, 2005).

Sheldon et al. (2005), which reviewed several wetland studies, noted that widths ranging from 16 to 66 feet may be adequate to achieve significant reduction in some pollutants and coarse-grained sediments, with wider zones of 66 to 328 feet necessary for removal of fine-grained sediments. Adamus (2006) found that studies which recommended buffer widths over 100 feet were usually based on the opinion of the author, circumstances where very high nutrient loads were entering buffers (e.g. animal feeding operations), areas with different geology, or instances where a very high percentage removal was required.

Several fish and bird species have been documented in and adjacent to Lake Sammamish and Pine and Beaver Lakes, including:

- Lake Sammamish: Chinook, Coho, Kokanee, Steelhead/rainbow trout, coastal cutthroat trout, bald eagle, osprey, red-tailed hawks, and great blue heron;
- Pine Lake: Non-native recreational fish, rainbow trout, native coastal cutthroat trout, great blue heron; bald eagles and red-tailed hawk in the vicinity;
- Beaver Lake: Non-native recreational fish, rainbow trout, native coastal cutthroat trout; bald eagles, osprey, and red-tailed hawk in the vicinity.

Great blue herons, bald eagles, and osprey require trees for nesting; however, other wildlife (e.g. shorebirds and waterfowl) may not necessarily depend on forests. For great blue heron nesting areas, WDFW recommends a protective zone of 820 to 950 feet from human activity and clearing activities. Scientific data does not specify that zones must be wooded (Adamus, 2006). Specific recommendations for bald eagles and osprey were not given.

Knowing how wide a protective zone needs to be to protect wildlife is complex and depends on the life-history requirements of a species, the species' habitat range, and wildlife goals for the area in question (i.e. maintaining habitat connectivity or screening wildlife from human interactions) (Sheldon et al., 2005). Wetland synthesis documents reviewed by Sheldon et al. (2005) found that the general width recommendation ranged from 50 to 300 feet, depending on certain factors such as the quality of the aquatic habitat, the species of concern, quality of the vegetation, and surrounding land use.

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DRAFT Jurisdiction Comparison Study – Docks

Jurisdiction	Redmond	Bellevue	King County	U.S. Army Corps of Engineers
Dock Area	-Private parcel: 480 sf -Multi-family residential: 960 sf	-Single parcel use: 480 sf -Joint use – two parcels: 700 sf -Joint use – three parcels: 1000 sf	-Allowed when the applicant has demonstrated a need for moorage and other (listed) alternatives are not available - Lots required to be 50ft wide or have adjacent docks -Minimum needed for function	-Single parcel use = 480 sf -Joint use – two parcels: 700 sf -Joint use – three or more parcels: 1000 sf (From SHO*)
Dock Height	-Not to exceed 4 ft above the OHW*.	-The bottom of all structures except floats must be at least 1.5 ft above the OHW.	-Not to exceed 5 ft above the OHW.	-The bottom of all structures except floats must be at least 1.5 ft above the OHW.
Dock Length	-80 ft length or 13 ft depth, whichever is reached first	Defer to U.S. Army Corps of Engineers	-80 ft length or 13 ft depth, whichever is reached first - 1/4 the distance btwn shorelines -60 ft or 8 ft depth for lift station	-Length limited by max. sq footage (120 ft - Staff) -Only piers (max. width 4 ft) and ramps (max width 3 ft) within first 30 ft of shore -Piers exceeding adjacent pier length reviewed case-by-case
Floats	-1 per parcel (additional if open to the public) -Maximum of 60 sf or - Maximum of 80 sf if no pier or dock -Located at least 5 ft from property line	Defer to U.S. Army Corps of Engineers	Single and Multi-family: -Maximum 150 sf surface area - 1 per single or multi-family residence, or subdivision	Floats and ells must be 30 ft waterward of OHW. Floats and ells must not exceed 6 ft and the length cannot exceed 20 ft . Floats must contain a 2 ft strip of grating down the center.
Maximum overwater coverage: Residential development	SFR Lesser of: -20% of area bounded by OHW, side property lines, and end of pier OR 480 sf Multi-family Lesser of: -25% of area bounded by OHW (etc), OR - 960 sf	Defer to U.S. Army Corps of Engineers	- 600 sf total area (sf of canopies, when allowed, are included in overwater coverage)	-Single owner: 480 sf (RGP-3, Lake Sammamish) -Two (joint use, residential): 700 sf -Three or more properties (joint use, residential): 1000 sf all docks, ramps, and ells

Abbreviations: *OHW – Ordinary High Water; *SHO – Sammamish HomeOwners; sf square feet

City of Sammamish Shoreline Master Program

SMP Ex 4 DRAFT jurisdiction comparison table docks 070209.doc

State regulations regarding public benefit requirements for subdivisions

RCW 58.17.110

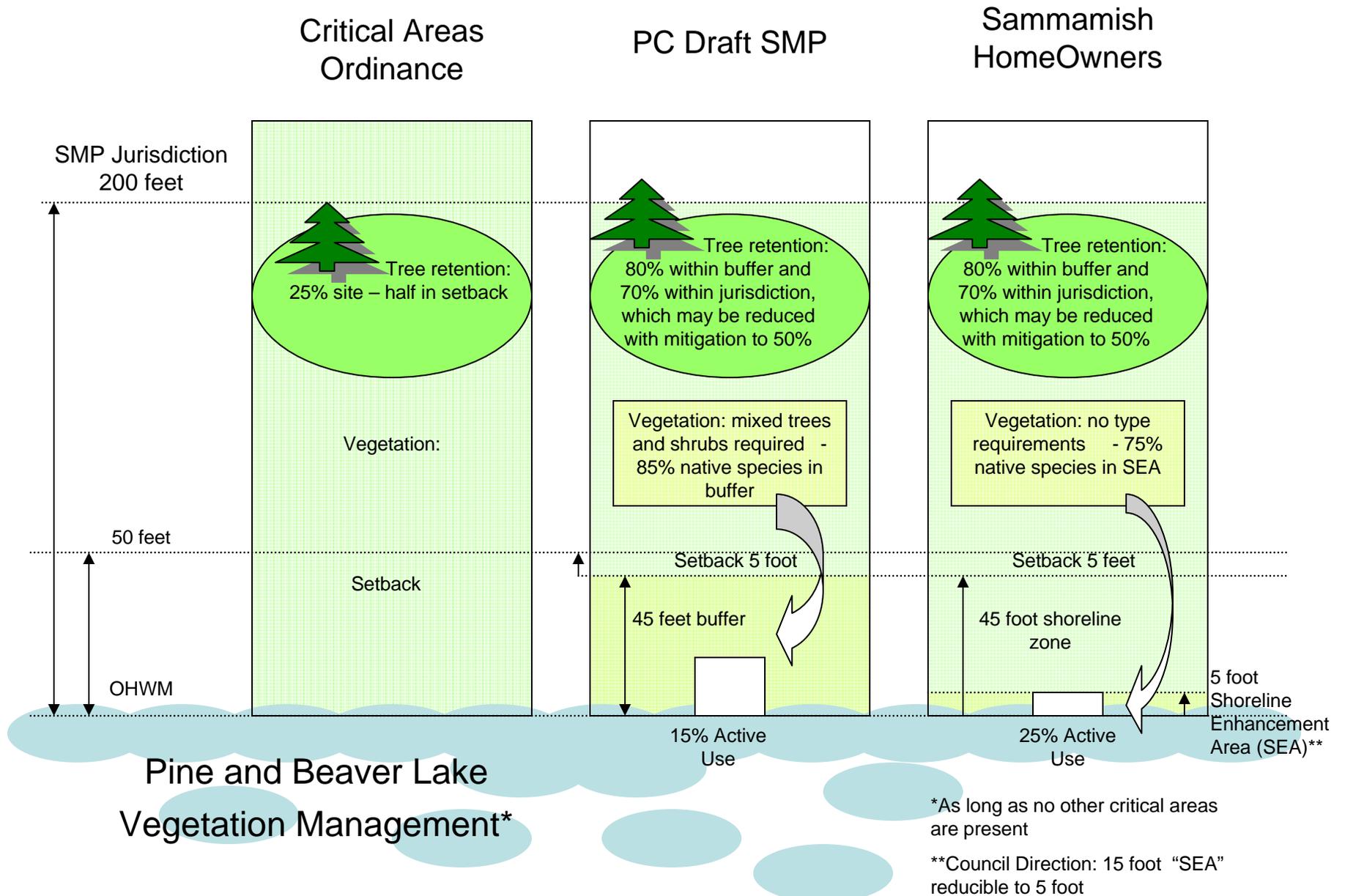
Approval or disapproval of subdivision and dedication -- Factors to be considered --
Conditions for approval -- Finding -- Release from damages.

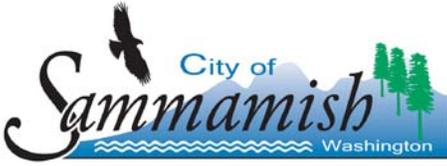
(1) The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication.

(2) A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW [82.02.050](#) through [82.02.090](#) may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW [82.02.050](#) through [82.02.090](#) shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.

(3) If the preliminary plat includes a dedication of a public park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city, town, or county legislative body must adopt the designated name.

[1995 c 32 § 3; 1990 1st ex.s. c 17 § 52; 1989 c 330 § 3; 1974 ex.s. c 134 § 5; 1969 ex.s. c 271 § 11.]





CITY COUNCIL AGENDA BILL

Subject:

SE 24th Street Sidewalk/Boardwalk Project – Supplemental Agreement to existing Contract #C2007-126 for landscape/plant maintenance services necessary in conjunction with the Discovery Wetland mitigation.

Action Required:

Authorize a \$13,000 increase in the 2009 budget for the SE 24th Street Sidewalk/Boardwalk Project wetland mitigation and monitoring work and authorize the City Manager to execute a Supplemental Agreement, amending Small Works Roster Contract #C2007-126 with Northwest Landscape Services.

Exhibits:

1. Supplemental Agreement #4 to existing city Contract #C2007-126.

Meeting Date: July 7, 2009

Date Submitted: June 30, 2009

Originating Department: Public Works

Clearances:

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

Budgeted Amount: \$15,000 in 2009 in the adjusted 2009-2010 project budget (Fund 340 - Transportation Capital Improvement Fund).

Summary Statement:

The City is in the second year of the Discovery Wetland monitoring and maintenance program, which was part of the SE 24th Street Sidewalk/Boardwalk construction project. The required monitoring and maintenance program for this project includes both landscape maintenance services, and monitoring services by a consulting wetland biologist. The City is obligated to monitor the establishment of the Discovery Wetland mitigation work for a period of 5 years.

Staff is requesting an increase of \$20,000 in the authorized contact amount of existing city contract #C2007-126 to allow required landscape/planting maintenance activities to be performed in the Discovery Wetland by Northwest Landscape Services during 2009.

The Discovery Wetland mitigation has been successful, although maintenance costs are higher than anticipated. In particular, replanting and invasive weed removal have required extensive attention. Many species of woody plants have struggled on the western slopes of the pond, while the pond itself has had numerous incursions of reed canary grass. These issues are common challenges facing new mitigation plantings, and maintenance costs should reduce considerably as new plantings establish and stabilize themselves in future years 2010 through 2012. Furthermore, any replacement plantings will feature plant selections from successful groups of plant species in this wetland.

Background:

In September 4, 2008, Council accepted construction for the SE 24th Street Sidewalk Project, including the wetland mitigation program for the wetland on the adjacent Discovery Elementary School property. Maintenance and monitoring activities are required for a minimum of 5-years to ensure the wetland enhancement required of this project is successful. In 2008 maintenance and replanting of the wetland was completed by Northwest Landscape Services.

Financial Impact:

The cost of the monitoring and plant maintenance work for 2009 will exceed the adopted 2009 budget of \$15,000 by a total of \$13,000. Maintenance and monitoring activities in the wetland are estimated to cost \$28,000 in 2009. \$20,000 is for wetland plantings and maintenance and \$8,000 for monitoring by a wetland biologist.

There will be additional costs in future years associated with the required maintenance. These costs are anticipated to be approximately \$20,000 per year for years 2010, 2011, and 2012.

Recommended Motion:

Authorize an increase of \$13,000 (from \$15,000 to \$28,000) in the 2009 budget for the SE 24th Street Sidewalk project's wetland monitoring and planting maintenance activities. This increased budget amount will come from Fund 340's currently budgeted Capital Contingency Reserve. In addition, authorize the City Manager to execute Supplemental Agreement #4 to Contract #C2007-126 with Northwest Landscape Services, providing an additional \$20,000 for landscape/plant maintenance services in the Discovery Wetland.



SUPPLEMENTAL AGREEMENT

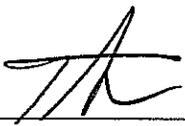
Amendment Number: Four	Date: July 7, 2009
Project: Landscape Maintenance Services Right of Way (ROW)	City Project number N/A
Consultant: Northwest Landscape Services	Contract Number: C2007-126

The City of Sammamish desires to amend the agreement with Northwest Landscape Services.

The changes to this agreement are described as follows:

Increase the contract amount for the location shown below. All work to be performed at this location shall be on an on-call basis, as needed. Prior written authorization is required before any work is to be performed.

- SE 24th Ave wetland (Discovery Wetlands) maintenance \$20,000

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$55,000	\$ 99,628.13	\$ 20,000	\$ 119,628.13
 _____ Northwest Landscape Services		Approved: _____ City of Sammamish	
Date	6/29/09	Date	Date



CITY COUNCIL AGENDA BILL

Subject: Street and Parks and Recreation Impact Fee Amendments

Meeting Date: July 7, 2009

Date Submitted: July 2, 2009

Originating Department: Community Development

Action Required:

First Reading, no action required

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Ordinance
2. Attachment A

Budgeted Amount: N/A

Summary Statement:

In response to the current economic conditions, developers of subdivisions and short subdivisions have requested revisions to the Street impact fee and Parks and Recreational Facilities impact fee code provisions to change the timing of the required payments. In lieu of the current impact fee payment schedule where 100% of the fees are due at building permit issuance, any fees remaining to be paid at time of issuance of the permit for the lot could be deferred until sale of the lot or residence, with the fee paid through escrow. In the case of Street impact fees, generally this will be 70% of the total fee due. For Parks and Recreational Facilities impact fees, it will be 100% of the fee due. A covenant would be recorded prior to permit issuance.

Financial Impact:

Delayed receipt of impact fee revenue by the City.

Recommended Motion:

First Reading, no action required.

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2009-____

AN ORDINANCE OF THE CITY OF SAMMAMISH AMENDING TITLE 14A OF
THE SAMMAMISH MUNICIPAL CODE

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 14A, which regulates impact fees ; and

WHEREAS, as a result of the current downturn in the local economy, a diminishing number of new residential units are being built, which adversely impacts the City’s housing stock, local economy and revenue for governmental services, and

WHEREAS, unless the City acts, the housing market may continue to languish and adverse consequences of decreased revenues, abandoned projects, and underutilized land will occur; and

WHEREAS, a need exists to amend Title 14A to afford more flexibility to applicants on the timing of Street impact fee and Parks and Recreational Facilities impact fee payments; and

WHEREAS. the ordinance amendments are procedural in nature, and therefore exempt from State Environmental Policy Act (SEPA) review;

WHEREAS, the City Council finds the proposed amendments to the Sammamish Municipal Code to be consistent with and to implement the intent of the Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety and welfare to adopt this ordinance;

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

Section 1. The proposed amendments subject to this ordinance are set forth in Attachment “A” hereto.

Section 2. Applicability.

(1) This ordinance shall apply to all active applications and requests for approval.

(2) Public notice given prior to the effective date of this ordinance for any pending development permit application shall remain valid for such permit application.

(3) This ordinance shall not otherwise affect the vesting date for any application as provided for under state law and SMC 20.05.070.

Section 3. Severability.

The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date.

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE DAY OF , 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:

Public Hearing:

First Reading:

Public Hearing:

Passed by City Council:

Attachment A

14A.15.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC [14A.15.110](#), from any applicant seeking development approval from the City for any development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the development of residential, commercial, retail, and office uses, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as opposed to a system improvement) under RCW [82.02.090](#):

(a) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;

(b) Demolition or moving of a structure;

(c) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area;

(d) Expansion of a residential structure provided the expansion does not result in the creation of any additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);

(e) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. For the terms of this requirement

"replacement" is satisfied by submitting a complete building permit application;

(f) Replacement of a nonresidential structure with a new nonresidential structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.

Replacement of a nonresidential structure with a new non-residential structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 100 square feet.

For the terms of this requirement "replacement" is satisfied by submitting a complete building permit application.

(3) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.

(4) For mixed use developments, impact fees shall be imposed for the proportionate share of each land use based on the applicable measurement in the impact fee rates set forth in SMC [14A.15.110](#).

(5) Applicants seeking a building permit for a change in use shall be required to pay an impact fee if the change in use increases the existing trip generation by the lesser of five percent or 10 peak hour trips.

(6) Impact fees shall be assessed according to the following schedule in an amount equal to the percentages listed below of the amount of impact fees, using the impact fee rates in effect at the time the deposit is made. However, the total amount of impact fees paid shall be subject to the following:

(a) Upon issuance of a certificate of concurrency, a deposit of 10 percent of impact fees shall be made. At the time of preliminary plat or short plat approval the deposit amount shall equal 20 percent of the impact fee rates in effect at that time.

(b) The balance of the impact fee shall be paid in accordance with the following schedule:

(i) At the time a final plat or short plat, site development permit, conditional use permit, or building permit is approved, a final payment shall be made equal to 100 percent of the impact fee rates in effect at that time, less a credit for the deposit paid pursuant to subsection (6)(a) of this section.

(ii) Alternatively, a deposit amount equal to 30 percent of the impact fee rates in effect at that time of final plat or short plat approval shall be made, and at building permit issuance a final payment shall be made equal to 100 percent of the impact fee rates in effect at the time of final plat approval, short plat approval, site development permit, or conditional use permit, less a credit for any deposits paid for all those building permits issued within two years of such approval. If all building permits are not issued within two years or 100 percent payment is not otherwise made, all remaining building permits shall be assessed impact fees based on the current rate in effect at the time of building permit issuance less a credit for any deposits paid.

The City council may waive payment of deposits for planned actions and require instead that the planned action shall pay the impact fees that are in effect at the time each building permit is issued.

(7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC [14A.15.040](#) shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC [14A.15.040](#) setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each unit in the development.

(8) Where the impact fees imposed are determined by the square footage of the development, a deposit shall be due from the feepayer pursuant to subsection (6) of this section. The deposit shall be based on an estimate, submitted by the feepayer, of the size and type of structure proposed to be constructed on the property. In the absence of an estimate provided by the feepayer, the department shall calculate a deposit amount based on the maximum allowable density/intensity permissible on the property. If the final square footage of the development is in excess of the initial estimate, any difference in the amount of the impact fee will be due prior to the issuance of a building permit, using the impact fee rate in effect at that time. The feepayer shall pay any such difference plus interest, calculated at the statutory rate. If the final square footage is less than the initial

estimate, the department shall give a credit for the difference, plus interest at the statutory rate.

(9) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.15.030](#) or [14A.15.040](#), have been paid.

(10) The service area for impact fees shall be a single Citywide service area.

(11) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.

(12) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(13) Prior to December 30, 2010, at the time of issuance of any [single family residential](#) building permit for a lot within a subdivision or short subdivision that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and owing in accordance with (6)(b)(ii) above, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section. (Ord. O2006-208 § 2; Ord. O2004-140 § 1; Ord. O2004-136 § 1)

14A.20.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC [14A.20.110](#), from any applicant seeking development approval from the City for any residential development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the expansion or change of use of existing uses that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as opposed to a system improvement) under RCW [82.02.090](#).

(a) Miscellaneous improvements to residential dwelling units that will not create additional park use demand, including, but not limited to, fences, signs, walls, swimming pools, sheds, and residential accessory uses as defined in SMC [21A.15.020](#);

(b) Demolition or moving of a residential structure;

- (c) Expansion or alteration of a residential structure provided the expansion or alteration does not result in the creation of any additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);
- (d) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.
- (3) For a change in use of an existing structure or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.
- (4) For mixed use developments, impact fees shall be imposed for the proportionate share of each residential land use based on the applicable measurement in the impact fee rates set forth in SMC [14A.20.110](#).
- (5) Applicants seeking development approval for a change in use shall be required to pay an impact fee if the change in use increases the number of dwelling units.
- (6) Impact fees shall be assessed and collected at the time the complete application for a building permit is submitted for each unit in the development, or at the issuance of permit, using the impact fee rates then in effect.
- (7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC [14A.20.040](#) shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC [14A.20.040](#) setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the fee payer at the time the building permit is issued by the City for each residential dwelling unit in the development.
- (8) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.20.030](#) or [14A.20.040](#), have been paid.
- (9) The service area for impact fees shall be a single Citywide service area.
- (10) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.
- (11) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.
- (12) Prior to December 30, 2010, at the time of issuance of any [single family residential](#) building permit for a lot within a subdivision or short subdivision that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and owing, less any credits

awarded, by automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section (Ord. O2006-207 § 1)