



City Council, Regular Meeting

AGENDA

6:30 pm – 11:00 pm
Council Chambers

July 21, 2009

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

Consent Agenda

- Payroll for pay period ending July 15, 2009 for pay date July 20, 2009 in the amount of \$267,433.15

1. Approval: Claims for period ending July 21, 2009 in the amount of \$1,278,962.28 for Check No. 24006 through Check No. 24140
2. Contract: City hall Door Repair/Western Entrance Technology, LLC
3. Approval: GovDelivery
4. Amendment: Beaver Lake Park Master Plan/Berger
5. Amendment: Sammamish landing Master Plan/Berger
6. Authorization: Contract Award Chip Seal
7. Authorization: Proceeds Distribution Bellevue Jail Property Sale

Unfinished Business

8. Ordinance: Second Reading Annexing Rosemont At Timberline Subdivision Effective July 31st 2009
9. Ordinance: Second Reading Amending Title 14a Of The Sammamish Municipal Code
10. City Council Policy Decisions Shoreline Master Plan (*120 minutes*)

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.

New Business - None

Council Reports *(25 minutes)*

City Manager Report *(10 minutes)*

(Note: Ordinary High Water Mark Resource Material included under CM tab)

Executive Session – Personnel pursuant to RCW 42.30.110 (1)(g)

Adjournment 11:00 pm

AGENDA CALENDAR

July 2009			
Tues 07/14	6:30 pm	Study Session	Presentation: Thompson and Inglewood Basin Studies Presentation: Stormwater/NPDES GAP Analysis update Update: Pine Lake Study Update: Neighborhood Traffic Management Plan
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Capstone Ordinance Rosemont Ordinance: Second Reading Amending Impact Fee Payment Contract: City Hall Door Repair (consent) Amendment: Beaver Lake Park Master Plan/Berger Amendment: Sammamish Landing Master Plan/Berger Approval: GovDelivery (consent) Authorization: Contract Award Chip Seal Authorization: Proceeds Distribution Bellevue Jail Property Sale Shoreline Master Plan
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) Resolution: Final Acceptance Pine Lake Park Phase II Authorization: Contract Award Crack Seal Change Order: 2009 Pavement Management Project Bid Award: Sween House Remodel Bid Award: ELSP Phase 1B
Tues 09/08	6:30 pm	Study Session	Council Direction: Shoreline Master Plan Amendments Sustainability TDR Ordinance: ISD/LWSD Impact Fees Lease Agreement/Sween House Master Fee Schedule
Tues 09/15	6:30 pm	Regular Council Meeting	Proclamation: Mayor's Month of Concern for the Hungry Shoreline Master Plan: Deliberations Resolution: Adopting Evans Creek Preserve Master Plan Approval: Lease Agreement/Sween House (consent) Resolution: Master Fee Schedule
Mon 09/21	6:30 pm	Study Session	Update: 2008 ICMA Performance Measures Report Pine Lake Water Quality Study Updating Public Works Standards Sammamish Landing Master Plan Preferred Alternative Discussion: Ordinance: Modifying Terms of Parks Commissioners
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 Ordinance: First Reading Modifying terms of Parks Commissioners 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 Ordinance: Second Reading Modifying terms of Parks Commissioners Bid Award: Maintenance & Operations Facility Bid Award: SE 20 th Street Project
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 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	Parked Items
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 Approval: Sammamish Landing Master Plan Resolution: Final Acceptance SE 20 th Street Project	

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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	14 6:30 p.m. City Council Study Session	15 4 p.m. Sammamish Farmers Market 6:30 p.m. Sammamish Landing Master Plan Public Meeting #3	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 Canceled 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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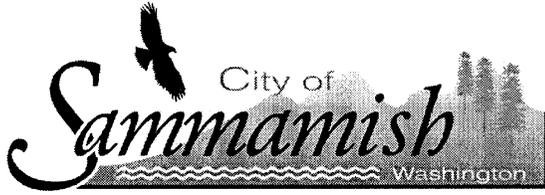
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 12 p.m. National Night Out & Kids Performance	5 4 p.m. Sammamish Farmers Market	6 6:30 p.m. Summer Concert at Pine Lake	7	8
9	10	11	12 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting Canceled	13 6:30 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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City of Sammamish, M - F, 8:30 am - 5 pm
 801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600
www.ci.sammamish.wa.us - © 2004 - 2009 city of Sammamish, Washington

 [Webmaster](#) • [Disclaimer](#)

Last updated Jul 16 2009



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: July 16, 2009
RE: Claims for July 21, 2009

000			\$	1,204.82
				318,316.39
	0.00	*		959,441.07
	1,204.82	+		
	318,316.39	+		
	959,441.07	+		
003				
	1,278,962.28	*		

TOTAL \$ 1,278,962.28

Check # 24006 through #24140

City of Sammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #1
Printed: 07/14/09 10:10

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24006	07/14/2009	AMEX	American Express	432.84	000000
24007	07/14/2009	HARTOFF	Hartman Office Equipment Inc	771.98	000000

CHECK TOTAL:				\$1,204.82	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24008	07/21/2009	ABC	ABC Special Event Rentals	1,038.03	000000
24009	07/21/2009	AIRY	Airy Greetings	290.18	000000
24010	07/21/2009	ALLISON	Allison & Ross, Inc	164.80	000000
24011	07/21/2009	AMANI	Mapathe Diop	200.00	000000
24012	07/21/2009	ATOMIC	Atomic Art Services, Inc	560.00	000000
24013	07/21/2009	ATWORK	At Work!	577.50	000000
24014	07/21/2009	AUDIOAM	Eddie Bishop dba Audio Amigo Video Services	1,021.09	000000
24015	07/21/2009	BRAKEBIL	Mikael Brakebill	513.07	000000
24016	07/21/2009	BRAUNS	Jeff Brauns	239.56	000000
24017	07/21/2009	BUBBLEMA	Gary Golightly	300.00	000000
24018	07/21/2009	CHANEY	Rebecca Chaney	1,545.00	000000
24019	07/21/2009	CLARKNUB	Clark Nuber PS	500.00	000000
24020	07/21/2009	CODEPUB	Code Publishing Inc	492.75	000000
24021	07/21/2009	COSTCO	Costco Wholesale	1,040.89	000000
24022	07/21/2009	CPTC	Clover Park Tech College	980.88	000000
24023	07/21/2009	CRAN	Gordon Crandall	1,335.35	000000
24024	07/21/2009	CRICKET	Cricket Communications	225.00	000000
24025	07/21/2009	DELL	Dell Marketing L.P.	348.65	000000
24026	07/21/2009	DOL	Dept of Licensing	204.63	000000
24027	07/21/2009	EAGLE	Eagle Press & Supply	6,266.13	000000
24028	07/21/2009	ELDRED	Christopher S. Eldred	2,500.00	000000
24029	07/21/2009	FARDIG	Fardig Development Inc	136,653.64	000000
24030	07/21/2009	FCS	FCS Group Inc.	950.00	000000
24031	07/21/2009	FEDEX	Federal Express Corp	70.62	000000
24032	07/21/2009	FREES	James Friedman	800.00	000000
24033	07/21/2009	FUTURE	Future Packaging & Preservatio	927.00	000000
24034	07/21/2009	GALT	John E. Galt	880.00	000000
24035	07/21/2009	GEREND	Donald Gerend	960.42	000000
24036	07/21/2009	GLACIER	Glacier Northwest Inc	928.24	000000
24037	07/21/2009	HENNESSE	Steve Hennessey	570.00	000000
24038	07/21/2009	HOGAN	D. A. Hogan & Assoc., Inc	833.86	000000
24039	07/21/2009	HOLLYWOO	Hollywood Lights Inc	8,218.36	000000
24040	07/21/2009	HOPELINK	Hopelink Eastside Literacy	1,512.50	000000
24041	07/21/2009	HORVATH	Peter S. Horvath	135.00	000000
24042	07/21/2009	HOWARD	Lyman Howard	146.73	000000
24043	07/21/2009	HUCK	Kathleen Huckabay	102.77	000000
24044	07/21/2009	ICMA	Int City/County Mgmt Assoc	1,209.94	000000
24045	07/21/2009	INTEGRA	Integra Telecom	3,851.63	000000
24046	07/21/2009	IRONMT	Iron Mountain	318.48	000000
24047	07/21/2009	ISD	Issaquah School District	2,747.50	000000
24048	07/21/2009	ISSAQ1	Issaquah Press, Inc.	1,185.00	000000
24049	07/21/2009	KINGPET	King County Pet Licenses	185.00	000000
24050	07/21/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
24051	07/21/2009	MOBERLY	Lynn Moberly	7,500.00	000000
24052	07/21/2009	NESAM	NE Sammamish Sewer & Water	779.13	000000
24053	07/21/2009	NINTEMAN	Sara Ninteman	15.40	000000
24054	07/21/2009	NWCASC	Northwest Cascade, Inc.	728.00	000000
24055	07/21/2009	NWLSVC	NW Landscape Service	4,855.23	000000
24056	07/21/2009	OSS	On Site Security Services LLC	821.25	000000
24057	07/21/2009	PSE	Puget Sound Energy	8,922.25	000000
24058	07/21/2009	REPROGRA	Reprographics NW Inc	979.15	000000
24059	07/21/2009	ROSSCARO	Carol Ross	23.05	000000
24060	07/21/2009	ROTARSAM	Rotary Club of Sammamish	437.00	000000
24061	07/21/2009	RYAN	Ryan, Swanson & Cleveland PLLC	280.00	000000
24062	07/21/2009	SAM	Sammamish Plateau Water Sewer	5,322.67	000000
24063	07/21/2009	SANDERS	Dawn Sanders	49.50	000000

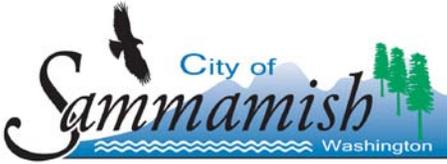
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
24064	07/21/2009	SB&MAC	Stewart Beall & MacNichols	3,760.00	000000
24065	07/21/2009	SEASHAKE	Seattle Shakespeare Company	1,700.00	000000
24066	07/21/2009	SEATIM	Seattle Times	641.72	000000
24067	07/21/2009	SITE	Site Workshop	4,971.94	000000
24068	07/21/2009	SOULPURP	Soul Purpose	1,000.00	000000
24069	07/21/2009	SOUNDPub	Sound Publishing, Inc	333.00	000000
24070	07/21/2009	STAPLES	Staples Business Advantage	2,181.57	000000
24071	07/21/2009	STOECKL	Jane C. Stoecklin	105.00	000000
24072	07/21/2009	TCF	TCF Architecture	55,031.85	000000
24073	07/21/2009	UPROAR	Uproar, Inc.	5,101.20	000000
24074	07/21/2009	VAN NOST	Maren Van Nostrand	2,125.20	000000
24075	07/21/2009	VERIZON	Verizon Wireless	122.31	000000
24076	07/21/2009	WAGEN	State of WA Dept of Gen Admin	500.00	000000
24077	07/21/2009	WALAB	Wa State Dept of Labor & Indus	13,848.67	000000
24078	07/21/2009	WATERSH	The Watershed Company	2,015.00	000000
24079	07/21/2009	WESTERNT	Western Tile & Marble Inc	8,624.18	000000
24080	07/21/2009	WFOA	Wa Finance Officers Assoc	975.00	000000

CHECK TOTAL: \$318,316.39

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24081	07/21/2009	ACE	Ace Hardware, LLC	1,108.05	000000
24082	07/21/2009	AGRI	AgriShop	55.57	000000
24083	07/21/2009	ALPINE	Alpine Products, Inc.	330.70	000000
24084	07/21/2009	BRASCH	Jenna Brasch	250.00	000000
24085	07/21/2009	BUILDERS	Builders Exchange of WA	46.75	000000
24086	07/21/2009	CADMAN	Cadman, Inc.	1,315.04	000000
24087	07/21/2009	CHANEY	Rebecca Chaney	1,380.00	000000
24088	07/21/2009	DEERE	John Deere Landscapes	96.09	000000
24089	07/21/2009	DEJONG	Cory de Jong & Son Inc	2,004.40	000000
24090	07/21/2009	EASTEQ	Eastside Equipment & Marine	910.77	000000
24091	07/21/2009	EVANS	David Evans & Associates, Inc	5,050.79	000000
24092	07/21/2009	EWINGIRR	Ewing Irrigation	1,833.03	000000
24093	07/21/2009	G&M	G & M Traffic Solutions	696.00	000000
24094	07/21/2009	GUARDIAN	Guardian Security	96.00	000000
24095	07/21/2009	HYATT	Dan Hyatt	10.00	000000
24096	07/21/2009	INFODISP	Information Display Co	61,149.00	000000
24097	07/21/2009	ISSAUTO	Issaquah Auto Tech, Inc	153.39	000000
24098	07/21/2009	J3 Mecum	J3 Mecum Engineering Inc	1,467.91	000000
24099	07/21/2009	JBLAWN	JB Instant Lawn	1,636.42	000000
24100	07/21/2009	JONESKEN	Kenton Jones	250.00	000000
24101	07/21/2009	KBA	KBA Inc	15,565.91	000000
24102	07/21/2009	KENYON2	Kenyon Disend PLLC	19,877.12	000000
24103	07/21/2009	KINGFI	King County Finance A/R	10,874.36	000000
24104	07/21/2009	LAKESIDE	Lakeside Industries	542.59	000000
24105	07/21/2009	LANE	Lane & Associates	2,580.90	000000
24106	07/21/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
24107	07/21/2009	MEDCO	Medco Supply Company	486.83	000000
24108	07/21/2009	MICRO	Microflex, Inc.	59.99	000000
24109	07/21/2009	MORUP	Morup Signs Inc	3,777.75	000000
24110	07/21/2009	NAPA	Napa Auto Parts Inc.	4.15	000000
24111	07/21/2009	NC MACH	NC Machinery Co	1,660.95	000000
24112	07/21/2009	NWCASC	Northwest Cascade, Inc.	1,884.18	000000
24113	07/21/2009	NWENVIRO	NW Environmental Consulting LL	4,348.00	000000
24114	07/21/2009	PACE	Pace Engineers, Inc.	4,021.25	000000
24115	07/21/2009	PARAME	Parametrix, Inc.	32,475.02	000000
24116	07/21/2009	PERTEET	Perteet, Inc.	208,403.69	000000
24117	07/21/2009	PIEDMONT	Piedmont Directional Signs	525.00	000000
24118	07/21/2009	PSBASEBA	Puget Sound Sr Baseball League	1,200.00	000000
24119	07/21/2009	QWEST	QWEST	167.08	000000
24120	07/21/2009	RED-E	Red-E Topsoil	657.00	000000
24121	07/21/2009	REDSIGNS	Redmond Signs	238.56	000000
24122	07/21/2009	RENTME	Rent Me Storage, LLC	284.70	000000
24123	07/21/2009	REPROGRA	Reprographics NW Inc	35.52	000000
24124	07/21/2009	RH2	RH2 Engineering Inc	368.00	000000
24125	07/21/2009	SAM	Sammamish Plateau Water Sewer	200.98	000000
24126	07/21/2009	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	000000
24127	07/21/2009	SCI	SCI Infrastructures, LLC	540,846.71	000000
24128	07/21/2009	SECURITY	Security Contractor Services	177.94	000000
24129	07/21/2009	SEQUOYAH	Sequoyah Electric, LLC	597.70	000000
24130	07/21/2009	SERVICE	Service Paper Co	173.55	000000
24131	07/21/2009	SIMMONS	Susan Simmons	425.00	000000
24132	07/21/2009	SUNBELT	Sunbelt Rentals	87.71	000000
24133	07/21/2009	SUTTER	Sutter Paving Inc	8,138.04	000000
24134	07/21/2009	TIGER	Tiger Oak Publications, Inc	1,208.00	000000
24135	07/21/2009	TILCO	Tilco Vanguard Inc	1,609.65	000000
24136	07/21/2009	UNITRENT	United Rentals NW, Inc	535.61	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
24137	07/21/2009	VERIZNW	Verizon Northwest	33.37	000000
24138	07/21/2009	WAECOL	Wa State Dept of Ecology	9,119.50	000000
24139	07/21/2009	WAWORK	Washington Workwear Stores Inc	118.26	000000
24140	07/21/2009	ZUMAR	Zumar Industries, Inc.	253.67	000000

CHECK TOTAL: \$959,441.07



CITY COUNCIL AGENDA BILL

Subject:

2009 Sammamish City Hall- Door Operator Replacement Project.

Meeting Date: July 21, 2009

Date Submitted: July 15, 2009

Originating Department: Public Works

Action Required:

Authorize the City Manager to execute a contract with Western Entrance Technology, LLC to replace existing door operators at City Hall.

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 type="checkbox"/> Attorney |

Exhibits:

1. Western Entrance Technology, LLC Quote # 123108-01 dated December 31, 2008
 2. ANM Electric on –call contract C2009-123
-

Budgeted Amount: This project is being completed within the \$ 60,000 amount included in the adopted 2009 budget for city hall improvement projects. The total cost of this individual project is \$ 25,713.88

Summary Statement:

This is a contract to replace the operating systems on the handicapped doors at the Main and Plaza entrances to City Hall. The Project includes installing five new Record 8100 Door Operators; four of them located at the Main Entrance doors and another at the door leading from public lobby to the Plaza.

The City solicited bids for completion of this work from three companies through the e City Gov Shared Procurement Portal. Only one bid was received, from Western Entrance Technology, LLC. Staff has reviewed the qualifications of Western Entrance Technology, LLC and determined that they are a responsible and responsive bidder possessing the expertise and experience necessary to successfully complete this work.

Background:

The existing operating system on the handicapped doors at the main and plaza entrances to city hall need to be replaced for the following reasons:

Main Entrance:

- The operating system does not provide required sequencing; outside doors open and close before the inside doors open and close. This increases our energy consumption and makes it difficult to efficiently heat and cool City Hall.
- Strong winds cause the main outside doors to sail open, breaking the door arms and damaging the doors. This has happened a total of eight times since the city occupied the new city hall building in August of 2006.

Plaza Entrance:

- The operating system does not have the power to properly open and close the door. This also increases our energy consumption and makes it difficult to efficiently heat and cool City Hall.
- The existing operating system is a hydraulically operated system that emits a loud sound when the doors are opened. This noise disrupts meetings and makes it difficult to conduct business in the Council Chambers and at the City Hall Lobby Front Counter.

Financial Impact:

The total cost of these door operating system replacements is \$ 25,713.88. This project is being paid for as a part of the city hall improvement projects funded in the adopted 2009 operating budget. A total of \$ 60,000 was included in the adopted 2009 budget for completion of various city hall improvement projects. No additional budget appropriation is needed for completion of this door operating system replacement project.

City Hall Door Operator replacement Project cost Summary:**Western Entrance Technology Inc.**

Construction Contract	\$17,220.00
Contingency (15%)	\$ 2,583.00
W.S.S.T. (9.5%)	\$ 1,881.28
Total Construction Contract	\$21,684.28

Other Trades

Electrical work (from on call contract ESTIMATED)	\$ 1,200.00
Door and trim repair (ALLOWANCE)	\$ 2,000.00
15% Construction Contingency	\$ 480.00
W.S.S.T. (9.5%)	\$ 349.60

Sub total	4,029.60
TOTAL ESTIMATED PROJECT COST	\$25,713.88

Recommended Motion:

Authorize the city Manager to execute a contract with Western Entrance Technologies, LLC for the Sammamish City Hall Door Operator Replacement Project in an amount not to exceed \$ 25,713.88



Contractors License # WESTEET973DU

QUOTE # 123108-01C

DATE: JUNE 29, 2009

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To Sevda Baran
 City of Sammamish
 801 228th Ave SE
 Sammamish, WA 98075

Salesperson	Job	Payment terms	Expiration date
SR	Operator Replacement	N30 / No Retention	7/29/2009

Qty	Furnish & Install	Unit price	Line total
	Vestibule Openings		
4	Record 8100 Operators w/ custom length housings wired for true vestibule function		
1	Replacement Sargent electrified exit device		
	Entry to Commons / Counter Area		
1	Record 8100 Operator		
	All devices to be wired to existing actuators and key switches for day night function. Both leaves of each opening to be functional. Replacement power supplies included where needed. Mounting of power supplies and electrical by others.		
		Subtotal	\$17,220.00
		Sales Tax	
		Total	



Contractors License # WESTEET973DU

QUOTE # 123108-01C

DATE: JUNE 29, 2009

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Conditions:

- Patch & paint by others.
- Damage caused to existing doors and wood trim during modification is possible, replacement and repairs are not included in this quotation.
- Work to be done during normal business hours, M-F 0700-1700
- Above pricing good for 30 days, for work to be completed within 60 days.
- **No warranty for existing doors and hardware.**
- **All 120VAC and low voltage wire runs, conduits, mounting boxes and electrical permits by others.**
- Delivery of materials by WET.
- WET standard insurance included (1 million per occ. / 2 million aggregate)
- Filing fees or additional insured certificates are available in addition to above pricing.
- Form CG2010 11/85 no longer available. Waiver of Subrogation available in addition to above.

Quotation prepared by: Scott Rogers

This is a quotation on the goods named, subject to the conditions noted. To accept this quotation, sign here and return

Signed _____

Date _____

Thank you for your business!



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: City of Sammamish
Project: Sammamish Commons – Door Operator Replacement Project
Commencing: July 22, 2009
Terminating: August 31, 2009
Amount: \$ 21,684.28

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Sammamish Commons – Door Operator Replacement Project includes replacing door operators for five exterior doors in Sammamish City Hall.

WHEREAS, pursuant to the invitation of the City, extended through the eCity Gov Shared Procurement Portal Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be accomplished. The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and

the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$21,684.28 (\$ 17,220.00 + \$ 2,583.00 construction contingency + \$1,881.28 w.s.s.t. (9.5%) .

The Contractor shall complete and return to the City Exhibit "C", Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within ten (10) days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within fifteen (15) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 30 days. project to be completed no latter than August 21, 2009, If the work is not completed within the time specified, the Contractor agrees to have damages from the Contractor delay deducted from payment due the Contractor. Liquidated damages shall be assessed according to WSDOT Standard Specifications, 1-08.9.

5. Warranties/Guaranty.

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

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

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1 Performance Bond. Performance bond is not required for this contract.

8.2 Retained Percentage. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.

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

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

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

11. Termination. This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon

notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish

Contact Name: Sevda Baran

801 228th Avenue SE
Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Western Entrance Technology,
LLC

Contact Name: Scott Rogers

Address: 23025 165th Ave SE
Monroe, WA 98272-9105

Phone: 206-855-0853

Contact email: scott@westernentrancetech.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

As described in attached Western Entrance Technology, LLC proposal dated June 27, 2009



REQUEST FOR CONTRACTOR PAYMENT

- Original payment request describing work provided must be attached

Invoice Number _____ Date of Invoice _____
 Contractor Western Entrance Technology, LLC
 Specific Program / Budget _____

FINANCE DEPARTMENT WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Reporting Period: _____

Total Contact Amount: \$ 21,684.28 _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

**ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED**

Requesting Department _____ Date _____

Approved for Payment _____ Date _____

Department Director

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
- Individual/Proprietor
- Other (explain)
- Consultant

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT D
City of Sammamish

SUMMARY OF BID SCHEDULE

Original proposal	\$17,220.00
Contingency (15%)	\$2,583.00
W.S.S.T. (9.5 %)	\$ 1,881.28
SUB TOTAL	\$21,684.28



PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, and _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars (\$ _____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the _____ day of, 20____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to wit: _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20 _____

PRINCIPAL

SURETY

By _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.



Finance Department

Mailing Address: 801 228th Avenue SE; Sammamish WA, 98075

Physical Address: 801 228th Avenue SE; Sammamish, WA 98075

Phone: (425) 295-0660

Fax: (425)0295-0669

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: _____

Contractor: _____ Representative: _____

Bid No.: _____ Date: _____ City Clerk: _____

City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to invest not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: _____ Date _____

Firm Name

By _____ Title _____

Signature

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Department

Date

Address: _____

Phone: _____

Federal ID #: _____

Estimated Completion Date: _____



CITY COUNCIL AGENDA BILL

Subject:

Contract with GovDelivery for an email alert communications system that will keep residents up-to-date on topics of their choosing.

Meeting Date: July 21, 2009

Date Submitted: July 16, 2009

Originating Department: City Manager

Clearances:**Action Required:**

Authorize City Manager to execute a contract with GovDelivery, in an amount not to exceed \$5,000 for a one-time setup fee, and \$450 per month for ongoing service.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

None

Budgeted Amount: Will be paid for with savings in other areas.

Summary Statement:

The GovDelivery system will enhance the city's communication with residents through an email-alert system. The contract will cover a one-time fee of \$5,000 for setup and training of staff, plus a monthly service fee of \$450.

Background:

The City Council and City Manager have continuously tried to improve communication with city residents. Since incorporation in 1999, the city has added, among other things, a monthly newsletter, a cable television channel, and an expanding website to its communications toolkit.

GovDelivery will be another important step forward. This system allows resident to go to the city website and sign up for email alerts on road projects, new parks programs, City Council minutes, or any number of other topics that may be of special interest to them.

Residents can subscribe to as many or as few topics as they wish, and have the option to expand or shrink their list of topics at any time. GovDelivery is a proven service provider with excellent reviews from Bellevue, Kirkland, WSDOT and other regional entities. It also provides service to the FBI, Homeland Security and the White House. As a specialist in service to government entities, GovDelivery, based in St. Paul, Minnesota, has a long list of clients from coast to coast.

Email alerts will go out in two ways. **(1)** When the website is updated in a topic area a resident has signed up for, the resident will receive an email that contains a link back to the new website content. **(2)** A city staffer will send out a complete email containing new information residents have asked for.

Certain topics, such as emergency information or traffic updates, can also be sent to people's phones so they can be kept up to date under difficult circumstances when they are away from their computers.

Whether it's emergency information or an ongoing update process on a subject of interest, GovDelivery empowers residents to take command of their information flow from the city.

Financial Impact:

The ongoing cost of GovDelivery will be \$5,400 per year. That cost will be covered by existing funds within the City Manager department's overall budget. The contract will be cancelable at any time with 30 days of written notice.

Recommended Motion:

Authorize City Manager to execute a contract with GovDelivery, in an amount not to exceed \$5,000 for a one-time setup fee, and \$450 per month for ongoing service.



CITY COUNCIL AGENDA BILL

Subject:

Contract amendment with The Berger Partnership to complete the Master Plan for Beaver Lake Park.

Meeting Date: July 21, 2009

Date Submitted: July 14, 2009

Originating Department: Parks & Recreation

Clearances:

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

Action Required:

Authorize the City Manager to amend the contract with The Berger Partnership for the completion of a Master Plan for Beaver Lake Park.

Exhibits:

1. Supplemental Agreement

Budgeted Amount: \$125,000 has been allocated in the 2009 budget to complete the Master Plan for Beaver Lake Park.

Summary Statement:

A consultant contract with the Berger Partnership was authorized in February 2009 to complete a Master Plan for Beaver Lake Park. The initial phase of the consultant's work included a site investigation, preparation of a base map, wetland and stream reconnaissance and a summary of the identified issues, opportunities and constraints at the site. This phase is complete.

The City's Model Master Plan Process is now in progress to seek input from the public regarding the master plan. Two public meetings, in addition to two stakeholder meetings, have been completed thus far. Three distinct master plan alternatives were presented to the public, the Parks Commission and the City Council last month.

Prior to consolidating the design options into one preferred master plan, staff proposes to conduct an additional public meeting to better address public concerns. The master plan consultants, along with D.A. Hogan, their subconsultant for sports field design, will research and present the environmental impacts of sports field lighting, environmental impacts of synthetic turf as well as a field capacity analysis of the existing and proposed sports field configurations at this meeting. The Berger Partnership and Anchor QEA, will

provide a presentation on beach development alternatives, including information on current environmental regulations and local examples of recently completed projects.

The information presented at this meeting will help to address some of the concerns raised at recent public meetings and help inform future discussions and the decision making process.

It should also be noted that the research and preparation required for this additional meeting, will be useful for future sports field development projects and shoreline improvement projects.

Background:

Beaver Lake Park is an 83-acre park in the southeast section of the City. The park was transferred to the City from King County in January 2003 and currently contains a large pavilion and lodge with public restrooms on the east side of the park and three ball fields, an off leash area, a picnic shelter, play structure and restrooms on the west side. These two areas are separated by forested area in the middle of the park. The park also has 1,900 lineal feet of shoreline along Beaver Lake on the east end of the park.

Since the transfer of the park to the City, there has been a fragmented approach to park improvements, most occurring on an as needed basis. The motivation for the master plan is to look at the park in a comprehensive manner through a process which involves the Sammamish community.

Approximately \$1.75 million is allocated in the 2009-10 Parks CIP for a Phase I Improvement Project at Beaver Lake Park. The scope of the Phase I project will be determined during the Master Plan process.

Financial Impact:

The original contract with The Berger Partnership for consultant services is in the amount of \$112,905.00. The contract amendment is for \$6,740.00, bringing the total contract amount to \$119,645.00.

A total of \$125,000 is allocated in the 2009 Budget for the Beaver Lake Park Master Plan.

Recommended Motion:

Authorize the City Manager to sign the contract amendment with The Berger Partnership for additional consultant services to complete the Master Plan for Beaver Lake Park.



SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: July 21, 2009
Project: Beaver Lake Park Master Plan	City Project number: N/A
Consultant: The Berger Partnership	Contract Number: C2009-111

The City of Sammamish desires to amend the referenced Contract Agreement for Services Number C2009-111 with The Berger Partnership.

The changes to this agreement are described in the attached Scope of Work dated July 13, 2009.

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ 112,905	\$ 112,905	\$ 6,740	\$ 119,645
_____ (Guy Michaelsen)		Approved: _____ _____ City of Sammamish	
_____ Date		_____ Date	

SCOPE OF WORK

7.13.09



The Berger Partnership PS
Landscape Architecture

Jessi Richardson, Director
Linda Frkuska, Deputy Director
City of Sammamish, Parks and Recreation
801 228th Avenue SE
Sammamish, WA 98075

1721 8th Avenue N
Seattle, WA 98109
v 206.325.6877
f 206.323.6867

Request for Additional Services – City of Sammamish, Beaver Lake Park Master Plan

bergerpartnership.com

Dear Jessi and Linda:

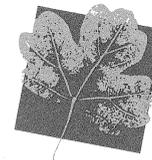
Per our discussions and in honing our strategy to move the Beaver Lake Master Plan forward and better address public outreach issues, we are providing you this request for additional services for work on the Beaver Lake Park Master Plan.

Additional Services

1. Environmental Impacts of Lighting: Research and presentation on key issues associated with Sports Field lighting, drawing from existing materials and research, a summary of key lighting issues and impacts to be presented in meetings and accompanying written form. Research will be about general issues and effects, no research or testing specific to Beaver Lake is to be conducted. Work is to be compiled and edited by The Berger Partnership to a reasonable level to address general issues (i.e., this will not be completed by a lighting engineer specific to this project).
2. Environmental Impacts of Sports Synthetic Turf: Research and presentation on key issues associated with Synthetic Turf, drawing from existing materials and research, a summary of related issues to be presented in meetings and accompanying written form. Research will be about general issues and effects, no research or testing specific to Beaver Lake is to be conducted.
3. Field Capacity Analysis (Scheme L): The Berger Partnership and subconsultant D.A. Hogan will work with Sammamish Parks and Recreation to identify variables in current anticipated field usage and how an alternate field configuration and materials might affect field usage and availability.
4. Beach Alternatives Presentation: The Berger Partnership and subconsultant Anchor Environmental will provide a presentation of beach options and local examples, including a brief PowerPoint and Peter Hummel presenting at one community meeting.
5. Additional Meetings: This addition to the design process includes (1) additional public meeting and (1) additional internal planning meeting with Parks/City.

SCOPE OF WORK

7.13.09
 Beaver Lake Park Master Plan
 Request for Additional Services
 Page 2 of 2



Assumptions

1. While this work introduces an additional milestone to the design process and work with the public, there is no additional redesign planned as part of this additional work.
2. Additional City Council or Parks Commission Meetings are not included in this proposal, but can be added at your request.

Fees

Based on the scope of services at this time, we have established a lump sum fee for landscape architectural services as follows:

Total \$6,740.00

Fees will be billed monthly based upon the percentage of work completed at the same rates outlined on the January 2009 Contract. This percentage will be based on hours, milestones and deliverables.

Printing, reprographic expenses, CAD plots, film, travel costs, and other reimbursable expenses will be billed in addition to the above sum, including a 10% administrative mark-up.

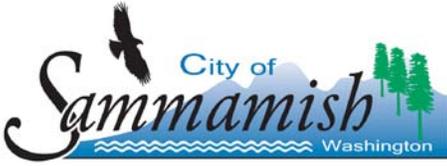
Task	Total Hours	Additional Costs
Env. Impacts of lighting - Research and presentation	8	\$1,280.00
Env. Impacts of Synthetic turf	8	\$1,280.00
Capacity Analysis of Fields (scheme "L")	3	\$285.00
Beach Alternatives Presentations	3	\$285.00
Parks coordination meeting #5	8	\$1,020.00
Community workshop #3 –	16	\$2,590.00
	46	\$6,740.00

We are excited to add this additional milestone to the design in continuing to develop an appropriate and inspiring Beaver Lake Park Master Plan. We look forward to the opportunity to address any questions or additional information you may need in reviewing this fee estimate.

Sincerely,

The Berger Partnership PS

Guy Michaelsen, ASLA
 Principal



CITY COUNCIL AGENDA BILL

Subject:

Contract amendment with The Berger Partnership to complete the Master Plan for Sammamish Landing Park.

Meeting Date: July 21, 2009

Date Submitted: July 14, 2009

Originating Department: Parks & Recreation

Clearances:

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

Action Required:

Authorize the City Manager to amend the contract with The Berger Partnership for the completion of a Master Plan for Sammamish Landing Park.

Exhibits:

1. Supplemental Agreement

Budgeted Amount: \$100,000 allocated in the 2009-10 Parks CIP for Sammamish Landing.

Summary Statement:

A consultant contract with the Berger Partnership was authorized in May 2008 to complete a Master Plan for Sammamish Landing Park.

The initial phase of the consultant's work is complete. This work included a preliminary site survey, shoreline and wetlands delineation, cultural resources investigation and a site analysis. The City's Model Master Plan Process is now in progress to seek input from the public regarding the master plan.

Additional survey work is needed to complete the Master Plan. The existing trail survey prepared for King County's East Lake Sammamish Trail project (by a different survey company) was meant to serve as base information for the Sammamish Landing Park Master Plan. Conflicts with datum and benchmarks in this corridor, however, necessitate additional fieldwork to reconcile unresolved survey issues. In simple terms, the two surveys show conflicting property lines and this needs to be resolved prior to adoption of the Master Plan.

Background:

In 2001, the City received a gift of 1,470 feet of Lake Sammamish waterfront property. In March 2009, the City of Redmond transferred five neighboring parcels to the City of Sammamish, including three waterfront parcels and two upland parcels. With the exception of a few privately-owned parcels interspersed on the waterfront, the area to be master planned will extend approximately 3,000 feet along the shoreline.

The King County East Lake Sammamish Trail is adjacent to the City's waterfront parcels and City staff are coordinating master planning efforts with the County.

Financial Impact:

The original contract with The Berger Partnership for consultant services is in the amount of \$188,204.00. The contract amendment for additional survey work is \$7,900.00, bringing the total contract amount to \$196,104.00.

It should be noted that the Master Plan process began in 2008; therefore this contract is spanning a two-year period.

The total planning budget for Sammamish Landing is \$250,000, including \$200,000 for the Master Plan and \$50,000 for additional planning purposes. Approximately \$150,000 was spent in 2008 and \$100,000 is allocated in the 2009-10 Budget for Sammamish Landing.

Recommended Motion:

Authorize the City Manager to sign the contract amendment with The Berger Partnership for additional consultant services to complete the Master Plan for Sammamish Landing Park.



SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: July 21, 2009
Project: Sammamish Landing Master Plan	City Project number: N/A
Consultant: The Berger Partnership	Contract Number: C2008-127

The City of Sammamish desires to amend the referenced Contract Agreement for Services Number C2008-127 with The Berger Partnership.

The changes to this agreement are described in the attached Scope of Work dated July 13, 2009.

Contract expiration date shall be extended to December 31, 2010.

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ <u>188,204</u>	\$ <u>188,204</u>	\$ <u>7,900</u>	\$ <u>196,104</u>
_____ (Guy Michaelson)		Approved: _____ _____ City of Sammamish	
_____ Date		_____ Date	

SCOPE OF WORK

7.13.09

Jessi Richardson, Director
 Linda Frkuska, Deputy Director
 City of Sammamish, Parks and Recreation
 801 228th Avenue SE
 Sammamish, WA 98075



The Berger Partnership PS
 Landscape Architecture

Request for Additional Services – City of Sammamish, Sammamish Landing Master Plan

1721 8th Avenue N
 Seattle, WA 98109
 v 206.325.6877
 f 206.323.6867

bergerpartnership.com

Dear Jessi and Linda:

Per our discussions as we move toward the final stage of the Sammamish Landing Master Plan, we are providing you this request for additional services for finalization of survey work.

Additional Services

1. Additional Survey Work: Our Survey Subconsultant (Perteet Inc.) needs to finalize survey work on the site that was above their base scope of work. The base contract did not include surveying the trail properties (which are owned by King County and had been partially surveyed by a different consultant). The existing trail survey (prepared by others) was used for base information in these areas. The datum used by the King County Surveyor is different from that used by our surveyor, and there are differing datum and benchmarks in this corridor (a fact corroborated by King County in our meetings). This differing and conflicting data necessitates additional fieldwork to reconcile unresolved survey issues. Additional background information can be provided at your request.

Fees

Based on the scope of services at this time, we have established a lump sum fee for landscape architectural services as follows:

Total	\$7,900.00
-------	------------

Fees will be billed monthly based upon the percentage of work completed at the same rates outlined on the January 2009 Contract. This percentage will be based on hours, milestones and deliverables.

Printing, reprographic expenses, CAD plots, film, travel costs, and other reimbursable expenses will be billed in addition to the above sum, including a 10% administrative mark-up.

SCOPE OF WORK

7.13.09
Sammamish Landing Master Plan
Request for Additional Services
Page 2 of 2



While this survey work has not been critical in our progress on the project to date, it will become critical as we finalize the project and move toward the preferred alternative for Sammamish Landing. We look forward to the opportunity to address any questions or additional information you may need in reviewing this fee estimate.

Sincerely,

The Berger Partnership PS

Guy Michaelson, ASLA
Principal



CITY COUNCIL AGENDA BILL

Subject:

Contract authorization to patch and place a single chip seal with fog seal oil application to local residential streets within the Tree Farm neighborhood.

Meeting Date: July 21, 2009

Date Submitted: July 16, 2009

Originating Department: Public Works

Action Required:

Authorize the City Manager to issue a contract with the lowest responsible and responsive bidder to patch existing damaged pavement and place a single chip seal followed by a fog seal oil application to selected local residential streets.

Clearances:

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

None.

Budgeted Amount: \$1,280,000 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund, 340-119-542-30-48-00; \$1,000,000 budgeted in 2009 plus \$280,000 carryforward of unexpended 2008 budget) and \$454,400 from a Memorandum of Understanding between Puget Sound Energy and City of Sammamish.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a construction contract not to exceed \$150,000 for pavement patching and a single chip seal application followed by a fog seal oil application to local residential streets within the Tree Farm neighborhood.

Background:

The 2009 Pavement Management Program for street patching and overlays was publicly bid in June 2009. The low bid for the project was \$1,294,630.87. Due to this low bid, the remaining budgeted, unencumbered funds are just over \$340,000.

One alternative the City Council may consider using as part of the tool box for pavement preservation is chip seal. City staff has identified the Tree Farm neighborhood as a good candidate for this type of treatment. This selection is based on the current condition of the local residential streets located within Tree Farm. Public Works staff is working closely with the Tree Farm Home Owners Association board to determine if the neighborhood would look favorably on being a test case for the city to evaluate the use of chip seal throughout Sammamish.

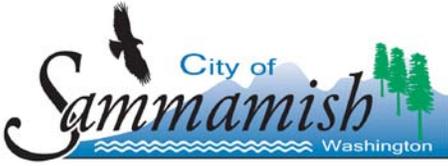
If use of a chip seal in the Tree Farm neighborhood proves acceptable, staff would plan to advertise and receive bids for this work during the Council's August recess. Since August is a good time of the year to perform chip seal work (warm dry weather and less traffic due to school not being in session), if the bids received for this work are favorable, staff would like to complete this work during August if that is at all possible. Staff has also been told by members of the Tree Farm HOA that if this chip seal work moves forward, they would also prefer that the work be completed in August.

Financial Impact:

A total of \$340,077 remains unencumbered from the budgeted 2009 pavement management funds. A contract not to exceed \$150,000 will fit well within the existing budget and will not require a budget adjustment.

Recommended Motion:

Move to authorize the City Manager to award and execute a Chip Seal contract not to exceed \$150,000, with the lowest responsible and responsive bidder for the Tree Farm neighborhood.



CITY COUNCIL AGENDA BILL

Subject:

Proceeds Distribution and Hold Harmless Agreement to receive an apportionment of the jail property proceeds.

Meeting Date: July 21, 2009

Date Submitted: July 8, 2009

Originating Department: Administrative Services

Action Required:

Approval of Agreement

Clearances:

- | | |
|--|--|
| <input 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. Proceeds Distribution and Hold Harmless Agreement

Budgeted Amount: NA

Summary Statement:

This is an Agreement authorizing the distribution of proceeds from the sale of the Bellevue jail property and for Sammamish to receive an apportionment of those proceeds.

Background:

The JAG (the Jail Administration Group) was formed after renegotiation of the JSA which calls for a phased reduction in cities' misdemeanor prisoners. The current agreement ends on December 31, 2012, which is the date that all city misdemeanants must be housed in alternate facilities unless other arrangements are made with King County. The JAG provides an organizational structure for coordinating the contract for jail beds with Yakima and King counties and to plan for new local jail beds that would be needed when the King County contract expires.

The full JAG represents thirty-seven King County cities and includes an oversight committee composed of elected officials from each city (the Jail Oversight Assembly). A jail needs study was completed in 2006 which identified a total projected average daily bed need of 1,450 beds for all JAG cities in 2026. In 2007, the cities formed two groups for regional jail planning purposes,

SCORE (South County Correctional Entity) and the North East Cities (NEC). Both groups are currently engaged in feasibility or construction planning for new jail facilities.

At the time cities entered into the current JSA with King County, the County transferred ownership of property within the Bellevue city limits to Bellevue to hold on behalf of King County cities. The property, or proceeds from sale of the property, was to be used to help provide funding to cities for new misdemeanor jail capacity.

Based on the anticipated sale of the jail property, on March 26, 2008, the Jail Oversight Assembly authorized distribution of the sales proceeds based on a formula of an average of each King County city's AV (assessed value) and ADP (inmate average daily population). Distribution of the funds would allow cities to utilize the funds to meet the intent of the property transfer. The City of Sammamish's estimated share of the funds is approximately \$208,371.63 (see Attachment 1). The Council has the authority to determine how these funds are spent by the City, provided the funds are applied as required in the JSA.

In March, 2009, the City of Bellevue completed the sale of the jail property to Children's Hospital. Bellevue is holding the proceeds in a designated account pending the completion of the Agreement with each city to receive their share of the proceeds.

Use of the property or proceeds from the property is spelled out in the JSA. The JSA indicates JAG cities will: 1) use the funds to contribute to the cost to construct or contract for secure facilities, and also may use the funds to construct or contract for alternative correction facilities at the discretion of the cities; and 2) the cities will reach the zero targets at King County facilities by December 31, 2012. The property transfer agreement and JSA provide that in its lead role, Bellevue is responsible for returning to King County proceeds distributed to Bellevue and other cities should King County prove these provisions have not been met. These documents are ambiguous as to the scope of proceeds that must be returned in this circumstance or in the event of failing to meet the zero targets. It is Bellevue's and other King County cities position (we believe) that each city is only individually liable for return of its proceeds should its actions violate the agreements. It is not clear at this point whether King County would assert another reading of the agreements. One purpose of this Proceeds Agreement is to protect Bellevue so that it does not have any greater liability or costs than any other city solely because of its lead role functions in returning proceeds. The proceeds distribution agreement has been drafted to ensure that all cities must accept an appropriate share of potential liability/costs under various possible scenarios involving King County making a claim against Bellevue for return of other cities' proceeds.

Each city will need to enter into an agreement with the City of Bellevue to receive the designated amount of funds. Staff is seeking Council approval for the City Manager to sign a Proceeds Agreement to receive an apportionment of the estimated designated funds as provided in Attachment 1.

Financial Impact:

The Jail Advisory Group (JAG) designated the City of Bellevue lead agency for maintaining and disposing of three parcels of land abutting 116th Avenue N.E. just north of NE 12th St (tax parcels # 2825059291, 2825059292, and 2825059015). These parcels were provided to cities through negotiation of the Jail Services Agreement with King County in 2002. As lead agency, Bellevue is holding the proceeds from the sale of the property on behalf of all King County cities. The total amount of proceeds (net sale proceeds plus investment interest revenue) is approximately \$13.1 million. The cities, through the Jail Oversight Assembly, have directed distribution of the proceeds to each city signing the Proceeds Agreement based on a methodology that utilizes an average of each city's assessed valuation and jail population (see Attachment 1).

As the caretaker of the property, Bellevue is allowed to recover costs incurred to manage and sell the properties, which totaled approximately \$100,000. This amount will be deducted from the total proceeds prior to distribution to all of the cities in order to reimburse Bellevue for incurred expenses. Based upon the Oversight Assembly's approved methodology, the City of Sammamish's estimated share of the remaining proceeds is approximately \$208,371.63. Based upon the 2002 Jail Services Agreement (JSA) with King County, the proceeds must be used for the purpose of providing or contracting for secure jail beds. The City of Sammamish, however, maintains discretion over the specific use of its share of the proceeds, provided the funds are used in a manner consistent with the JSA.

Recommended Motion:

Move to authorize the City Manager to sign the Proceeds Distribution and Hold Harmless Agreement to receive an apportionment of the jail property proceeds.

PROCEEDS DISTRIBUTION AND HOLD HARMLESS AGREEMENT

This Proceeds Distribution and Hold Harmless Agreement (Agreement) is entered into between Sammamish (JAG City) and the City of Bellevue and is effective upon the date of the last signature below.

RECITALS

- A. Whereas, King County entered into a Jail Services Agreement (JSA) with many of the cities located in King County (Contract Cities) to house and provide jail services for Contract Cities' misdemeanants;
- B. Whereas, the JSA provides for the transfer of real property located in Bellevue with tax parcel numbers 2825059291, 2825059292, and 2825059015 (Jail Property) to the City of Bellevue on behalf of the JAG Cities to facilitate the Contract Cities reducing their jail population housed by King County as provided in Section 11 of said JSA;
- C. Whereas, Section 12 of the JSA provides that the Jail Property (or the proceeds from its sale [Proceeds]) will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step of the population reduction schedule in the JSA;
- D. Whereas, Section 12 of the JSA further provides that in the event the Contract Cities do not meet the objectives set forth in said section, King County would be entitled to return of Proceeds;
- E. Whereas, on October 31, 2002, the City of Bellevue and King County entered into a Land Transfer Agreement [City of Bellevue Clerk's Receiving # 33014] conveying the Jail Property to the City of Bellevue on behalf of all cities in King County (JAG Cities) for the purposes described in Section 12 of the JSA;
- F. Whereas, JAG Cities, except Kent and Enumclaw, entered into an Interlocal Agreement for Jail Administration (Interlocal Agreement) in part to create rules for administering the obligations related to Sections 11 and 12 of the JSA;
- G. Whereas, the obligations of Section 12 of the JSA are incorporated into Section 7.1 of the Interlocal Agreement including its application to all King County Cities;
- H. Whereas, on March 16, 2009, the City of Bellevue (Bellevue) sold the Jail Property to Seattle Children's Hospital for \$13 million;
- I. Whereas, on March 26, 2008, the Assembly created by the Interlocal Agreement approved the distribution of Jail Proceeds;

- J. Whereas, some Cities have acted to designate their portion of the Proceeds towards fulfilling their obligations under the JSA through undertakings such as the SCORE facility;
- K. Whereas, it is the intent of this Agreement that Bellevue stand in no worse (or better) position than any other JAG City with respect to liability or costs associated with the distribution of and/or possible return of Proceeds to King County because of its unique obligations to King County in Section 12 of the JSA as incorporated into the Interlocal Agreement (unique Section 12 obligations);
- L. Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a precondition for receipt of said Proceeds, the JAG City and Bellevue agree:

AGREEMENT

1. Per the Jail Oversight Assembly approved formula noted in the city-by-city proceeds distribution (Attachment A), Bellevue shall pay JAG City, \$ 208,371.63 (representing \$ 209,968.27 - its proportionate share of the Proceeds/Interest minus \$ 1,596.64 its proportionate share of the expenses Bellevue may recoup as provided in Section 7.2 of the Interlocal Agreement) within 30 days of the execution of this Agreement.
2. Upon receipt of said Proceeds, JAG City acknowledges and agrees that Bellevue has lawfully discharged all obligations and duties of Bellevue to that JAG City under the first paragraph of Section 7.2 of the Interlocal Agreement, and that Bellevue is discharged from all of its obligations and duties to that JAG City under the second paragraph of Section 7.2 of the Interlocal Agreement.
3. JAG City will abide by all requirements regarding the use of and goals related to the proceeds as provided in Section 7.1 of the Interlocal Agreement (whether a party to a JSA or not). JAG City will only leave or place a City Inmate in King County Jail after December 31, 2012 (post 2012 inmate housing) if King County confirms in writing that this post 2012 inmate housing does not violate the population reduction schedule referenced in Section 12 of the JSA and incorporated into Section 7.1 of the Interlocal Agreement.
4. Should there be a determination that a JAG City failed to abide by the requirements of Section 7.1 (at-fault JAG City) triggering an obligation for Bellevue to return all or part of the at-fault JAG City's Proceeds and any required interest to King County, said Proceeds shall be paid to Bellevue within 10 working days of written notice unless the at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the at-fault JAG City obtains injunctive or other legal relief against King County that absolves Bellevue of any legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period.

5. Bellevue and JAG Cities maintain that King County may only require return of Proceeds from an at-fault JAG City. However, if there is a determination that there is an obligation to return to King County Proceeds in an amount in excess of the amount distributed to an at-fault JAG City(s) then each non at-fault JAG City shall pay up to the full amount of its Proceeds and any required interest to Bellevue within 10 working days of written notice unless the non at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the non at-fault JAG City obtains injunctive or other legal relief against King County that confirms Bellevue has no legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period. If the obligation to return Proceeds is in excess of the at-fault JAG City's distribution, but less than each JAG City's full Proceeds, the amount due King County from the non at-fault JAG Cities shall be a prorated amount based on the percent of Proceeds received to the total Proceeds minus the amount representing the at-fault JAG City's share. The same prorated formula shall apply to required interest due from non at-fault JAG Cities.
6. Should Bellevue be sued for return of proceeds solely because of its unique Section 12 obligations, the alleged at-fault JAG City(s) shall immediately undertake the defense of Bellevue and pay all expenses and costs (including attorney's fees) associated with said defense whether or not said JAG City maintains it is or is ultimately determined to be not at-fault. Should King County be entitled to its attorney's fees in the suit, the at-fault JAG City shall hold Bellevue harmless and indemnify Bellevue from any liability or costs associated with the obligation to pay King County's attorney's fees.
7. Should Bellevue be the only party sued based on the alleged fault of other JAG Cities, those alleged at-fault JAG Cities agree to stipulate to being named as defendants with the concurrence of Plaintiff and/or not oppose Bellevue's motion to be included in the suit as an indispensable party. The obligations of Paragraph 6 shall apply whether or not the alleged at-fault JAG City is named in the litigation.
8. If King County sues Bellevue for return of proceeds because of Bellevue's alleged violation of Section 12 of the JSA regarding use of proceeds or the reduction in jail population along with other JAG Cities for their violations, each party will undertake its own defense at its own cost.
9. At-fault JAG Cities shall be responsible for costs of whatever form or nature associated with Bellevue's unique Section 12 obligations, including but not limited to staff costs in coordinating and collecting proceeds or attorneys fees, and including administrative costs Bellevue incurs even where timely payment of Proceeds is made. Said costs shall be prorated among at-fault JAG Cities as appropriate.
10. In the event Bellevue incurs liability or costs associated with its unique Section 12 obligations and said liability or costs are not addressed in any other provision of this Agreement, each JAG City shall indemnify, hold harmless and defend Bellevue and

its elected officials, employees agents and representatives from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, damages or costs, including reasonable attorney's fees of whatever form related to Bellevue's unique Section 12 obligations in proportion to its share of the proceeds.

11. Each JAG City shall keep its Proceeds in a segregated fund and keep records sufficient to demonstrate that all expenditures of the Proceeds comply with Section 7.1 of the Interlocal Agreement. Said records shall be kept for at least 6 years from the date of the expenditure of the last Proceeds of the JAG City.
12. The JAG City representative who will be responsible for management and expenditure of the fund and for receiving notices related to the obligations under 7.1 of the Interlocal Agreement is (include name, title, address & phone #):

Ben Yazici, City Manager
 City of Sammamish
 801 228th Ave. SE
 Sammamish, WA 98075
 425 295-0500

JAG City shall notify Bellevue of any change in this designated representative or contact information.

13. The City of Bellevue as a recipient of \$ 971,638.82 (representing \$ 979,083.98 - its proportionate share of the Proceeds/Interest minus \$ 7,445.16 its proportionate share of the expenses) is also a JAG City and in that capacity shall be bound by the same terms under this Agreement as any other JAG City.
14. This Agreement shall be authorized by each JAG City's legislative body or other authorizing authority if not within authority of legislative body.
15. General Provisions:
 - A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The JAG City consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
 - B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. Nonwaiver. Any failure by a party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that party’s right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the JAG City arising under the Agreement may be assigned without Bellevue’s prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- F. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

CITY OF SAMMAMISH

By: _____
Title: _____

Date: _____

CITY OF BELLEVUE

By: _____
Title: _____

Date: _____



CITY COUNCIL AGENDA BILL

Subject:

Second reading of a proposed ordinance annexing the Rosemont at Timberline Subdivision effective on July 31, 2009.

Meeting Date: July 21, 2009

Date Submitted: July 1, 2009

Originating Department: Community Development

Clearances:**Action Required:**

- Approve ordinance

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Proposed ordinance w/ attachments and revised legal description

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 made a decision to approve 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: Approve capstone ordinance annexing Rosemont at Timberline Subdivision.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. ____

**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 along the South line of 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.

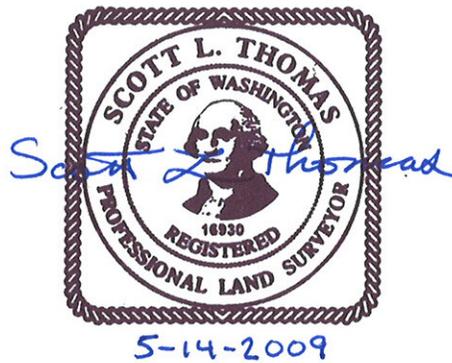
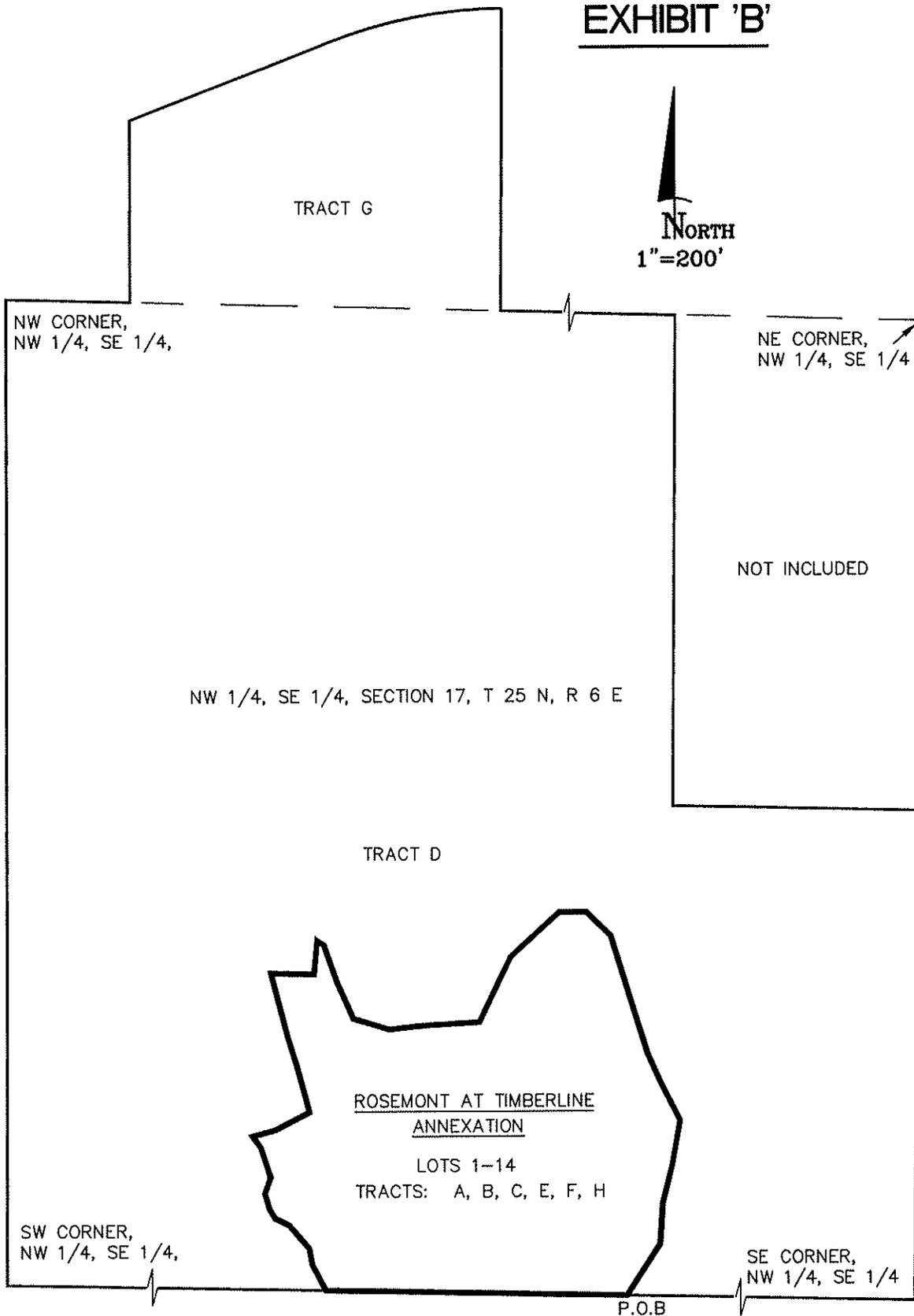
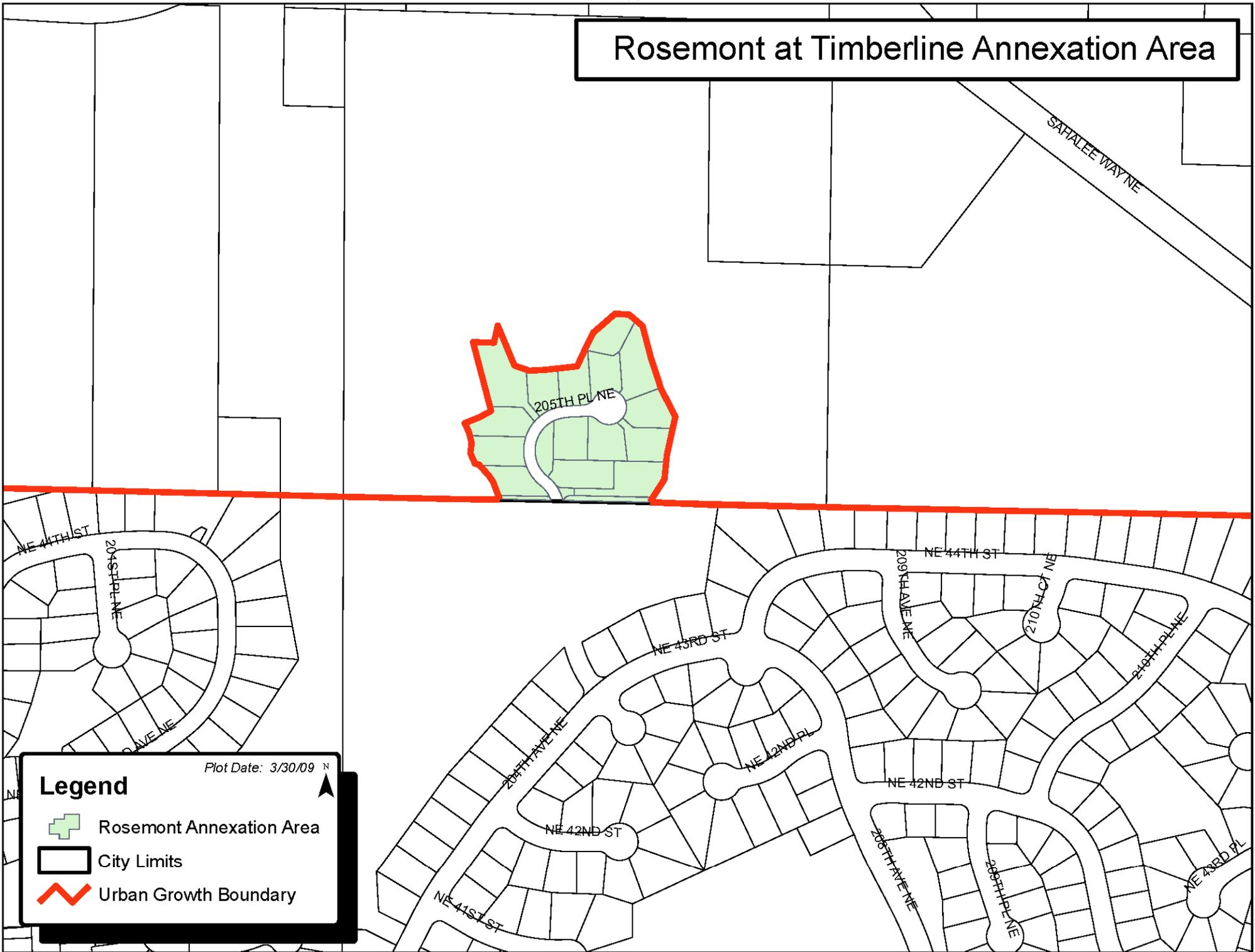


EXHIBIT 'B'



Rosemont at Timberline Annexation Area



Legend

Plot Date: 3/30/09 ^N

-  Rosemont Annexation Area
-  City Limits
-  Urban Growth Boundary



CITY COUNCIL AGENDA BILL

Subject: Second Reading Street and Parks and Recreation Impact Fee Amendments

Meeting Date: July 21, 2009

Date Submitted: July 2, 2009

Originating Department: Community Development

Action Required: Adopt ordinance amending Section 14A of the Sammamish Municipal Code

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Draft Ordinance with Attachment A

Budgeted Amount: N/A

Summary Statement:

In response to the current economic conditions, developers and builders 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 lien would be recorded prior to building permit issuance.

Financial Impact:

Delayed receipt of impact fee revenue by the City.

Recommended Motion:

Move to adopt the ordinance amending Chapter 14A of the Sammamish municipal code.

**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 complete building permit applications and requests for approval received between the effective date of this ordinance and December 30, 2010.

(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 on August 13, 2009 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: July 1, 2009

Public Hearing: July 7, 2009

First Reading: July 7, 2009

Passed by City Council:

Date of Publication:

Effective Date:

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) For complete building permit applications received on or prior to December 30, 2010, at the time of issuance of any single family residential building permit for a dwelling unit 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) For complete building permit applications received on or prior to December 30, 2010, at the time of issuance of any single family residential building permit for a dwelling unit 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)



CITY COUNCIL AGENDA BILL

Subject:
Shoreline Master Program Update (SMP)

Meeting Date: July 21, 2009

Date Submitted: July 17, 2009

Originating Department: Community Development

Clearances:

Action Required:

Review staff notes on previous policy direction, consider additional information, and provide any additional direction.

- | | |
|---|-----------------------------------|
| <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. Shoreline Master Program Staff Notes reflecting City Council Policy Direction from June 2, 16 and July 7, 2009 meetings
2. Estimated implications of Urban Conservancy designation for new docks and subdivisions
3. Policy Direction Summary (page 11)
4. Memo: Ordinary High Water Mark

Budgeted Amount:N/A

Summary Statement: At the June 2, 16 and July 7, 2009 study sessions, the City Council reviewed policy options tables reflecting public comments and amendments to the November 2008 Planning Commission Recommended Draft Shoreline Master Program (SMP).

The Council discussed each issue and provided staff with policy direction to complete a revised "Council Draft SMP" for public and Council review. The attached document *Shoreline Master Program Staff Notes reflecting City Council Policy Direction from June 2, 16, and July 7, 2009* reflects staff notes on the Council's policy direction from these meetings. The purpose of this July 21 meeting is to complete the Council's policy direction for the Urban Conservancy (UC) designation and Ordinary High Water Mark (OHWM) issues.

As requested by the Council, Exhibit 2 contains more information on the UC designation and implications for new development if the limitations on new docks and subdivisions are adopted by the Council. Exhibit 3 is the same policy direction table from earlier meetings, and includes Row 1 on policy choices for the UC designation and Row 2 on individual designation change requests. Further analysis on the individual requests is needed, therefore staff recommends that the Council make the overall policy choices in Row 1 on July 21st and consider the individual changes from Row 2 along with the re-written SMP in September.

In Exhibit 4 staff has provided additional information on the OHWM issue, as requested by Council. Staff will use this Council direction and technical information to revise the SMP document and issue a "Council Draft SMP" in early August.

Background: In January 2009, the *Planning Commission Recommended Draft Shoreline Master Program* was provided to the City Council. 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.

Shoreline Master Program Staff Notes reflecting City Council Policy Direction

Council Policy Direction from July 7, 2009

- **All lakes**
 - Docks may be as long as the average length of the nearest docks on either side (assuming the adjacent docks are not “stub docks”) and are limited to ¼ the distance to the opposite shore.
 - Dock height will not exceed 5 feet above the Ordinary High Water level.
 - Docks will be set back at least 15 feet from the waterward extension of the side property line with the exception of joint use docks.
 - The Shoreline Master Program will differentiate Beach Club properties servicing 10 or more lots from single-family residential regulations.
 - The active use area for Beach Clubs will match that of other private shoreline owners and existing Beach Club uses will be “grandfathered” in.
 - When evaluating the need for new structural shoreline stabilization, alternatives to structural stabilization will be considered 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 considering repair or replacement of shoreline stabilization, alternative restoration will be considered in the following order of priority:
 - Remove bulkhead, place fill, vegetate
 - Leave bulkhead, place fill, vegetate
 - Vegetate water side of bulkhead
 - Do not require a CUP for shoreline stabilization, but balance this with additional vegetation requirement
 - Reductions of the “Shoreline Zone” listed in the PC draft SMP, include:
 - A reduction (required prior to other reductions) of 10 feet for planting a 15 foot “shoreline enhancement zone” from the OHWM landward
 - A reduction of 15 feet for the removal of a bulkhead and restoration of shoreline or replacement with “bulkhead alternative” as presented in the “Green Shorelines” handbook
 - A reduction of 10 feet for creation of a durable inclined fill of gravel against the waterside of an existing bulkhead and restoration with native plants only when removal of a bulkhead will result in ecological harm (staff to review further)
- **Lake Sammamish**
 - Allow up to 480 square feet of dock area for single lot service, 700 square feet of dock area for two to nine lot service, and 1000 square feet of dock area for ten or more lot service (Beach Clubs)
 - Beach Clubs will be allowed to have a second dock to service an existing ramp as long as the total area of the docks is within the 1000 square foot dock area allowance
- **Pine and Beaver Lake**
 - Allow up to 480 square feet of dock area for single lot service and 700 square feet of dock area for joint use docks serving two or more lots
 - Vegetation management as directed at the June 2nd meeting with the addition that “increased vegetation elsewhere on the lot” be preferably located near drainage areas such as swales or ditches

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 requests for further information for July 21

- Urban Conservancy designation – additional information for policy direction
- Ordinary High Water Mark

Further research

- Clarify development triggers and thresholds requiring SMP conformance
- Confirmation that planting on fill on the waterward side of a bulkhead is acceptable to COE and NMFS

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)

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

- 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
-

Council Policy Direction from June 2, 2009 (updated June 17, 2009)

- 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 Analysis July 2009 Urban Conservancy Parcel Information

All Lakes

General Information Estimates (all lakes)

- Approximately 70 City of Sammamish shoreline lots are proposed for the Urban Conservancy designation
 - Of the identified lots, 17 are publically owned
- Approximately 60 lots are proposed for a designation change from Conservancy to Shoreline Residential
- A total of 7 lots are proposed for a designation change from Rural to Urban Conservancy
 - 2 of these are public park lots, 2 “Beach Club” lots, 2 Single Family Residential (SFR) lots

Proposed designation changes of private lots located on the shoreline

- Lake Sammamish
 - Conservancy to Shoreline Residential: 43 (3 by homeowner request to Planning Commission)
 - Rural to Urban Conservancy: 0
- Pine Lake
 - Conservancy to Shoreline Residential: 0
 - Rural to Urban Conservancy: 4 (1 public, 2 “Beach Club”, 1 SFR)
- Beaver Lake
 - Conservancy to Shoreline Residential: 17
 - Rural to Urban Conservancy: 3 (2 – public, 1 SFR by homeowner request to Planning Commission)

Significance of proposed Urban Conservancy Designation

- Dock spacing of 200 feet
 - Estimate of change: 13 fewer docks (11 Lake Sammamish, 1 Beaver Lake, 1 Pine Lake)
- Elimination of subdivision: Possibly impacts 3 lots, when taking into account wetlands and existing CAO buffers (1 Lake Sammamish, 2 Beaver Lake, 0 Pine Lake)

**All data in this document from public records –all numbers are preliminary estimates based on available documents*

Staff analysis of Urban Conservancy July 21, 2009 CC Meeting

The following is further background on the two Shoreline Environment designations proposed for the Sammamish SMP:

Designation	Purpose	Criteria
<p>Urban Conservancy</p>	<p>The purpose of the "Urban Conservancy" environment is to protect and restore ecological functions of open space, flood plain or habitat, while allowing a variety of compatible uses.</p>	<p>Areas designated as Urban Conservancy should be areas that are appropriate and planned for low intensity development that is compatible with maintaining or restoring ecological functions. This designation is appropriate where any of the following characteristics apply:</p> <ul style="list-style-type: none"> The shoreline retains important ecological functions, even though it is partially altered; or The shoreline is suitable for a combination of water-related or water-enjoyment uses, or uses that allow substantial numbers of people to enjoy the shoreline; or The shoreline includes open space, flood plain, valuable habitat or sensitive features that could be harmed by intensive development; or Future development of the shoreline can be compatible with ecological restoration.
<p>Shoreline Residential</p>	<p>The purpose of the "Shoreline Residential" environment is to accommodate residential development and appurtenant structures that are consistent with this Program.</p>	<p>The Shoreline Residential environment designation is appropriate for those areas that do not meet the criteria for Urban Conservancy and that are characterized by single-family or multifamily residential development or are planned and platted for residential development.</p>

**All data in this document from public records –all numbers are preliminary estimates based on available documents*

Policy Direction Summary

Shoreline Urban Conservancy Designation				
Row #	Topic Shoreline Designation	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.



Memorandum

TO: Ben Yazici

July 16, 2009

FM: Kamuron Gurol

RE: Ordinary High Water Mark (OHWM)

As I reported to the Council on July 7th, staff has been compiling a variety of resource documents and attending meetings on the OHWM issue. This issue has been somewhat controversial, and the Council has heard several perspectives in the course of public comment. This memo attempts to summarize the key information and provide a staff recommendation for OHWM.

These documents on OHWM have been compiled and are included in the July 21st Council packet:

- *Ordinary High Water Datum for Water in the Seattle District*. US Army Corps of Engineers. March 1981.
- *Lake Sammamish Ordinary High Water Mark Study*. Prepared by The Watershed Company for the City of Bellevue. August, 16, 2004.
- *Comment on proposed Shoreline Variance*. Department of Ecology (DOE). April, 2005. (Contains recommendation from DOE on OHWM).
- *Ordinary High Water Mark along Lake Sammamish, Sammamish Washington*. Study by Dwight Martin. June 15, 2009.
- *Ordinary High Water Mark (DRAFT)*. Sammamish staff. June 26, 2009.
- *USGS Surface-Water Records: Water data-reports 2006-7*.

Establishing an accurate and consistent OHWM is important to protect the interests of applicants, adjacent owners and the public. The OHWM is used to measure setbacks for new structures to prevent property and environmental damage and avoid the need for shoreline armoring (bulkheads) in the future. We also use the OHWM for measuring and delineating the "Shoreline Zone" or "Shoreline Enhancement Area" accurately. This helps ensure protection of important environmental functions and values (habitat, water quality) and helps to ensure that we achieve "no net loss" as required.

Though the OHWM can vary depending upon a lot's topography, Sammamish staff has expressed a desire to establish a "default" topographic elevation to reduce the cost and provide certainty for applicants, and to promote consistency across many parcels and ownerships. To consider all perspectives, two discussion meetings have been held. The first (held at the City) was on July 1,

2009 and included shoreline homeowners, three City Council members (Gerend, Cross and Whitten), DOE staff and City staff. The second (held at DOE) was on July 14, 2009 and included shoreline homeowners, Mayor Gerend, DOE staff and City staff. Each meeting focused on issues and concerns associated with the various documents listed above. Neither meeting resulted in a consensus among the participants on a default number for the OHWM on Lake Sammamish.

Staff recommendation

- Include the state definition of OHWM, but not a specific default number for Lake Sammamish, in the SMP document
- Conduct an OHWM study for Lake Sammamish to determine a “default” number for permit applications for setback, “Shoreline Zone,” or “Shoreline Enhancement Area” measurements
- Administratively adopt the default number resulting from the city’s study
- Continue current practice that provides the option for an applicant to conduct their own site-specific study if they choose not to use the default number, and that requires a site-specific study for certain new development such as bulkheads

Please let me know if you have questions, thanks.

NOTES:

1. State definition of OHWM: "Ordinary high water mark" on all lakes, streams, and tidal water is that mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by a local government or the department."
2. Since 2006, Sammamish has relied upon the 2004 Bellevue study (and subsequent recommendation from DOE) and has used 28.18 as the default elevation on Lake Sammamish. The following are the other default elevations in use:

Redmond	Applicant study (formerly 27)
King County	Considering w/SMP (formerly 27)
Army COE	27
DOE	28.18
Bellevue	28.18
Issaquah	28.18

(NOTE: All numbers in “NGVD 29” system. Issaquah, Bellevue and Sammamish allow for individual study if applicant chooses.