City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm
September 1, 2009 Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

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

Approval of Agenda

Presentations/Proclamations

- Children's Hospital - Bellevue

Consent Agenda

Payroll for pay period ending July 31, 2009 for pay date August 5, 2009 in the amount of $278,580.55

Payroll for pay period ending August 15, 2009 for pay date August 20, 2009 in the amount of $260,123.91

1. Approval: Claims for period ending August 4, 2009 in the amount of $1,016,592.52 for check No. 24141 through 24239

2. Approval: Claims for period ending August 18, 2009 in the amount of $2,288,278.25 for check No. 24240 through 24364

3. Approval: Claims for period ending September 1, 2009 in the amount of $1,329,258.77 for check No. 24365 through 24452

4. Bid Award: Sween House Remodel/Elite Commercial Contracting

5. Contract: 244th Wetland Monitoring/Shannon & Wilson

6. Approval: Minutes for July 7, 2009 Regular Meeting

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

7. Approval: Notes for July 14 Study Session

8. Approval: Minutes for July 21, 2009 Regular Meeting

Public Hearings (continued)

9. Shoreline Master Plan and Critical Areas Ordinance

Unfinished Business - None

New Business

10. Bid Award: Eastlake Sammamish Parkway Phase 1B/SCI Infrastructure

Council Reports

City Manager Report

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(b)

Adjournment

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AGENDA CALENDAR

Sat 08/29			City's Tenth Birthday Celebration
Sept 2009			
Tues 09/01	6:30 pm	Regular Council Meeting	Presentation: Children's Hospital Bellevue Public Hearing: Shoreline Master Plan and CAO Ordinance (extended time) Bid Award: Sween House Remodel/Elite Commercial Contracting (consent) Contract: 244th Wetland Monitoring/Shannon & Wilson (consent) Bid Award: ELSP Phase 1B/SCI Approval: Hybrid Vehicle Purchase (6 cars)
Tues 09/08	6:30 pm	Special Meeting	Council Direction: Shoreline Master Plan Amendments Change Order: 2009 Pavement Management Project/Watson (consent)
Mon 09/14	6:30 pm	Study Session	Sammamish Landing Master Plan Preferred Alternative Discussion: Ordinance: Modifying Terms of Parks Commissioners
Tues 09/15	6:30 pm	Regular Council Meeting	Proclamation: Mayor's Month of Concern for the Hungry Shoreline Master Plan Ordinance: First Reading ISD/LWSD/SVSD Impact Fees Resolution: Adopting Evans Creek Preserve Master Plan Resolution: Final Acceptance Pine Lake Park Phase II (consent) Approval: Lease Agreement/Sween House (consent) Authorization: Contract Award Crack Seal ARCH 2009 Funding Allocation
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 Ordinance: First Reading ISD/LWSD Impact Fees
Tues 10/13	6:30 pm	Study Session	Sustainability TDR Update: 2008 ICMA Performance Measures Report 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: Public Hearing/Emergency Public agency exemption Ordinance: Second Reading Modifying terms of Parks Commissioners Bid Award: Maintenance & Operations Facility Bid Award: SE 20th 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: Second Reading/Emergency Wireless Public Agency exemption Ordinance: Public Hearing/Emergency Wireless Hierarchy siting 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 Ordinance: Second Reading Emergency Wireless Hierarchy siting Resolution: Six Year TIP
December 2009			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments Ordinance: Second Reading Updating Public Works Standards
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 24th 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 Resolution: Master Fee Schedule Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study	Code Blocks (second round) CAO Sunset Removal Interlocal: SE 20th Street Construction/SPWS Amendment: Interlocal/LWSD Connectivity Discussion Ordinance: Amending Wireless Code Approval: Sammamish Landing Master Plan Resolution: Final Acceptance SE 20th Street Project	

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Events

<< August **October >>**

September 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. **City Council Meeting**	2 4 p.m. **Sammamish Farmers Market**	3 6 p.m. **Planning Commission Meeting** 6:30 p.m. **Beaver Lake Park Master Plan - Public Meeting #3**	4	5
6	7 8 a.m. **Labor Day** **City offices closed**	8 6:30 p.m. **City Council Special Meeting**	9 4 p.m. **Sammamish Farmers Market** 6:30 p.m. **Parks and Recreation Commission Meeting**	10	11	12
13	14 6:30 p.m. **City Council Study Session**	15 6:30 p.m. **City Council Meeting**	16 4 p.m. **Sammamish Farmers Market** 6 p.m. **Sari Exhibit Reception**	17	18	19 12 p.m. **Sammamish Walks! (Time of day TBD)**
20	21 6:30 p.m. **Arts Commission Meeting**	22	23 4 p.m. **Sammamish Farmers Market**	24 5 p.m. **Planning Commission Meeting**	25	26
27	28	29	30 4 p.m. **Sammamish Farmers Market**			

List View

To Top

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

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Events

<< September **November >>**

October 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6 p.m. **Planning Commission Meeting**	2	3
4	5	6 6:30 p.m. **City Council Meeting**	7	8 6 p.m. **Planning Commission Meeting**	9	10 10 a.m. **Art Fair**
11 10 a.m. **Art Fair**	12	13 6:30 p.m. **City Council Study Session**	14 6:30 p.m. **Parks and Recreation Commission Meeting**	15 6 p.m. **Planning Commission Meeting**	16	17
18	19 6:30 p.m. **Arts Commission Meeting** 6:30 p.m. **City Council Study Session**	20 6:30 p.m. **City Council Meeting**	21	22	23	24
25	26	27	28	29	30	31

List View

To Top

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Last updated Aug 26 2009

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: July 30, 2009

RE: Claims for August 4, 2009

		$ 48,277.55
000		**14,963.34**
	0.00 *	**940,255.20**
		13,096.43
	48,277.55 +	
	14,963.34 +	
	940,255.20 +	
	13,096.43 +	
004		
	1,016,592.52 *	

TOTAL $ 1,016,592.52

Check # 24141 through #24239

Accounts Payable
Computer Check Register

User: marlene
Printed: 07/17/2009 - 13:43
Bank Account:

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24141	ANI	ANI Administrators NW Inc	07/20/2009		
				072009	1,869.94
		Check 24141 Total:			1,869.94
24142	ICMA401	ICMA 401	07/20/2009		
				072009	29,704.96
		Check 24142 Total:			29,704.96
24143	ICMA401x	ICMA401	07/20/2009		
				072009	4,691.16
		Check 24143 Total:			4,691.16
24144	ICMA457	ICMA	07/20/2009		
				072009	10,675.93
		Check 24144 Total:			10,675.93
24145	WAREV	Wa State Dept of Revenue	07/20/2009		
					915.47
					362.61
					35.51
					21.97
		Check 24145 Total:			1,335.56
		Report Total:			48,277.55

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24146	07/27/2009	US BANK	U. S. Bank Corp Payment System	14,963.34	000000
			CHECK TOTAL:	**$14,963.34**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24147	08/04/2009	AAAFIRE	AAA Fire & Safety Inc	1,079.12	000000
24148	08/04/2009	ADOLFSON	ESA Adolfson	9,176.25	000000
24149	08/04/2009	ADVANTAG	Advantage Building Services	5,016.50	000000
24150	08/04/2009	APEX	Apex Facility Resources, Inc	1,195.74	000000
24151	08/04/2009	AT&TMOBI	AT&T Mobility	287.81	000000
24152	08/04/2009	ATTLONG	AT&T	59.76	000000
24153	08/04/2009	BERGERPA	Berger Partnership	2,871.20	000000
24154	08/04/2009	BLACKVEL	Roger Wheeler	600.00	000000
24155	08/04/2009	BMC	BMC West	93.88	000000
24156	08/04/2009	BRAKEBIL	Mikael Brakebill	453.08	000000
24157	08/04/2009	BUTKUS	Pete Butkus	39.05	000000
24158	08/04/2009	CARTRIDG	Cartridge World	525.58	000000
24159	08/04/2009	CASTURF	Cascade Turf	74.14	000000
24160	08/04/2009	CHANEY	Rebecca Chaney	1,880.00	000000
24161	08/04/2009	CIAW	Cities Insurance Assoc of Wa	1,749.67	000000
24162	08/04/2009	CITYKNIG	Michael Berrault	700.00	000000
24163	08/04/2009	CLYDEWES	Clyde West	148.20	000000
24164	08/04/2009	COMCAST2	COMCAST	99.95	000000
24165	08/04/2009	COVEY	Maureen Covey	250.00	000000
24166	08/04/2009	DAILY	Daily Journal of Commerce	525.60	000000
24167	08/04/2009	DAYNIGHT	Day & Night Plumbing & Heating	278.45	000000
24168	08/04/2009	DEERE	John Deere Landscapes	518.98	000000
24169	08/04/2009	ELECTRON	Electronic System Corp.	897.90	000000
24170	08/04/2009	EWING	Kathy Ewing	2,419.77	000000
24171	08/04/2009	FAITH	Faith In Action	2,500.00	000000
24172	08/04/2009	FRYOUTH	Friends Of Youth	2,500.00	000000
24173	08/04/2009	GREENTEA	Green Tea Design	1,125.00	000000
24174	08/04/2009	HAGEN	Jon-Eirik Hagen	125.00	000000
24175	08/04/2009	HEROHOUS	NAMI Eastside Hero House	375.00	000000
24176	08/04/2009	HEWLITT	Hewlitt Packard	222.29	000000
24177	08/04/2009	HOMEDE	Home Depot	2,532.59	000000
24178	08/04/2009	HOPEFAM	Hopelink/Family Development	1,250.00	000000
24179	08/04/2009	HOPEFAMI	Hopelink/Avondale Park	1,250.00	000000
24180	08/04/2009	IKONNW	Ikon Office Solutions	41.10	000000
24181	08/04/2009	ISSAQ1	Issaquah Press, Inc.	750.00	000000
24182	08/04/2009	ISSCHURC	Issaquah Church & Community Sv	500.00	000000
24183	08/04/2009	IVOXY	Ivoxy Consulting	12,450.52	000000
24184	08/04/2009	JOHNSTO	Johnston Architects PLLC	1,169.25	000000
24185	08/04/2009	KCFLEET	King County Fleet Admin	759.35	000000
24186	08/04/2009	KCRADIO	King Cty Radio Comm Svcs	206.49	000000
24187	08/04/2009	KCRECORD	King County Records	1,000.00	000000
24188	08/04/2009	KINGFI	King County Finance A/R	2,277.35	000000
24189	08/04/2009	KINGSH	King County Sheriff's Office	335,422.50	000000
24190	08/04/2009	KINGWAT	King County Finance Water & Land Division	21,132.02	000000
24191	08/04/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
24192	08/04/2009	MAKERS	Makers Architecture & Urban	1,300.00	000000
24193	08/04/2009	MATTHIAS	Michael Matthias	138.26	000000
24194	08/04/2009	MAUERMAN	Susan Mauerman	400.00	000000
24195	08/04/2009	MINUTE	Minuteman Press	127.79	000000
24196	08/04/2009	MTSOUND	Mountain Sound, Inc	657.00	000000
24197	08/04/2009	NABARR	National Barricade Co., LLC	1,578.94	000000
24198	08/04/2009	NAMI	NAMI Eastside	1,250.00	000000
24199	08/04/2009	NELSONCO	Walter E. Nelson Company	133.50	000000
24200	08/04/2009	NEXTEL	Nextel Communications	2,194.99	000000
24201	08/04/2009	NOAH	Noazart Productions LLC	400.00	000000
24202	08/04/2009	NULPH	Arial Nulph	250.00	000000

Bill #1

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24203	08/04/2009	NWCASC	Northwest Cascade, Inc.	940.20	000000
24204	08/04/2009	OGDEN	Ogden Murphy Wallace PLLC	781.02	000000
24205	08/04/2009	OWL	Owl Fencing Inc	918.76	000000
24206	08/04/2009	PARAME	Parametrix, Inc.	27,907.13	000000
24207	08/04/2009	PSE	Puget Sound Energy	5,197.70	000000
24208	08/04/2009	PSRC	Puget Sound Regional Council	18,373.00	000000
24209	08/04/2009	RAINIER	Rainier Wood Recyclers Inc	19.00	000000
24210	08/04/2009	RED-E	Red-E Topsoil	1,199.02	000000
24211	08/04/2009	RUNDLE	Robert Rundle	0.49	000000
24212	08/04/2009	RUSTYRAC	Cedar Recycling Inc	458.67	000000
24213	08/04/2009	SAM	Sammamish Plateau Water Sewer	12,506.00	000000
24214	08/04/2009	SEATIM	Seattle Times	1,068.48	000000
24215	08/04/2009	SERVICE	Service Paper Co	125.75	000000
24216	08/04/2009	SPRAGUE	SPRAGUE	178.21	000000
24217	08/04/2009	SPRINT	Sprint	50.00	000000
24218	08/04/2009	SSUG	National Users Group Springbrook	50.00	000000
24219	08/04/2009	TAGS	Tags Awards & Specialties	18.99	000000
24220	08/04/2009	TENHULZE	Tenhulzen Remodeling	253.87	000000
24221	08/04/2009	TLC	Total Landscape Corp	7,270.48	000000
24222	08/04/2009	UNITRENT	United Rentals NW, Inc	1,505.57	000000
24223	08/04/2009	VAN NOST	Maren Van Nostrand	2,801.40	000000
24224	08/04/2009	WAAUDIT	Wa State Auditor's Office	3,495.80	000000
24225	08/04/2009	WADOT	Wa State Dept of Transp	819.82	000000
24226	08/04/2009	WAPAT	Wa State Patrol	350.00	000000
24227	08/04/2009	WASTE	Waste Mgmt of Wa Snoking	4,187.48	000000
24228	08/04/2009	WATERSH	The Watershed Company	1,392.40	000000
24229	08/04/2009	WATSON	Watson Asphalt Paving Co	414,273.83	000000
24230	08/04/2009	WED	Western Equipment Distributors	212.44	000000
24231	08/04/2009	WNPS	Wa Native Plant Society	3,403.20	000000
24232	08/04/2009	YES	Youth Eastside Services	2,500.00	000000

			CHECK TOTAL:	**$940,255.20**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24233	08/04/2009	COMCAST2	COMCAST	99.95	000000
24234	08/04/2009	GIANINI	Chris Gianini	25.53	000000
24235	08/04/2009	KINGFI	King County Finance A/R	982.00	000000
24236	08/04/2009	LIVESOUN	Live Sound & Recording Co, LLC	1,036.92	000000
24237	08/04/2009	SAM	Sammamish Plateau Water Sewer	4,662.36	000000
24238	08/04/2009	UNITRENT	United Rentals NW, Inc	843.52	000000
24239	08/04/2009	VOYAGER	Voyager	5,446.15	000000

			CHECK TOTAL:	**$13,096.43**	

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: August 14, 2009

RE: Claims for August 18, 2009

$	**130,104.74**
	2,053,848.47
	99,294.84
	5,030.20

```
000
          0.00   *

    130,104.74   +
  2,053,848.47   +
     99,294.84   +
      5,030.20   +
004
  2,288,278.25   *
```

TOTAL $ 2,288,278.25

Check # 24240 through #24364

City of Sammami
marlene

Accounts Payable
Computer Check Register Totals

Printed: 08/04/09 15:11

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24240	08/05/2009	ANI	ANI Administrators NW Inc	2,024.94	000000
24241	08/05/2009	AWCMED	AWC Employee BenefitsTrust	81,097.34	000000
24242	08/05/2009	ICMA401	ICMA 401	31,084.15	000000
24243	08/05/2009	ICMA401x	ICMA401	4,926.20	000000
24244	08/05/2009	ICMA457	ICMA	10,687.21	000000
24245	08/05/2009	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000
			CHECK TOTAL:	**$130,104.74**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24246	08/18/2009	ACCURINT	Accurint	100.00	000000
24247	08/18/2009	ACE	Ace Hardware, LLC	1,898.10	000000
24248	08/18/2009	AGRI	AgriShop	9.26	000000
24249	08/18/2009	ANM	ANM Electric Inc	6,465.47	000000
24250	08/18/2009	ANTIN	Aaron Antin	27.58	000000
24251	08/18/2009	APSINC	APS (Formerly Pac Mail)	422.92	000000
24252	08/18/2009	ASC	Action Services Corp	14,745.16	000000
24253	08/18/2009	BAYLEY	Bayley Construction	3,308.26	000000
24254	08/18/2009	BELZAK	Steve Belzak	200.00	000000
24255	08/18/2009	BERGERPA	Berger Partnership	5,426.00	000000
24256	08/18/2009	BLAIS	Celeste Blais	160.00	000000
24257	08/18/2009	BLUM	Blumenthal Uniforms & Equip	210.40	000000
24258	08/18/2009	CASTURF	Cascade Turf	1,359.93	000000
24259	08/18/2009	CENTRALW	Central Welding Supply	47.88	000000
24260	08/18/2009	CERTIFIE	Certified Backflow Testing,Inc	240.00	000000
24261	08/18/2009	CHANEY	Rebecca Chaney	2,660.00	000000
24262	08/18/2009	CITYWIDE	City Wide Fence Co., Inc.	38.39	000000
24263	08/18/2009	CONTRACT	Contract Hardware, Inc	254.19	000000
24264	08/18/2009	COSTCO	Costco Wholesale	378.97	000000
24265	08/18/2009	CRAN	Gordon Crandall	1,222.95	000000
24266	08/18/2009	CUSTOM	Custom Electric & Controls	92,194.00	000000
24267	08/18/2009	DAILY	Daily Journal of Commerce	655.20	000000
24268	08/18/2009	DIJULIO	DiJulio Displays, Inc	2,499.84	000000
24269	08/18/2009	DOI-USGS	Dept Of Interior Geological Survey	1,665.00	000000
24270	08/18/2009	EASTEQ	Eastside Equipment & Marine	705.07	000000
24271	08/18/2009	EASTFIRE	Eastside Fire & Rescue	434,824.58	000000
24272	08/18/2009	EHSPTSA	Eastlake HS PTSA	100.00	000000
24273	08/18/2009	EWINGIRR	Ewing Irrigation	2,419.77	000000
24274	08/18/2009	FASTENAL	Fastenal Industrial Supplies	9.30	000000
24275	08/18/2009	FCS	FCS Group Inc.	2,050.00	000000
24276	08/18/2009	FIREHOUS	Christian Edum	242.54	000000
24277	08/18/2009	FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	2,500.00	000000
24278	08/18/2009	GALT	John E. Galt	751.30	000000
24279	08/18/2009	HONDAKU	Issaquah Honda Kubota	40.48	000000
24280	08/18/2009	HORIZON	Horizon	490.88	000000
24281	08/18/2009	HOWARD	Lyman Howard	35.09	000000
24282	08/18/2009	INFODISP	Information Display Co	78,851.00	000000
24283	08/18/2009	IRONMT	Iron Mountain	318.48	000000
24284	08/18/2009	ISD	Issaquah School District	2,747.50	000000
24285	08/18/2009	ISSAQ1	Issaquah Press, Inc.	2,328.50	000000
24286	08/18/2009	ISSAUTO	Issaquah Auto Tech, Inc	1,383.24	000000
24287	08/18/2009	ISSCITY	City Of Issaquah	4,850.00	000000
24288	08/18/2009	ISSTROPH	Issaquah Trophy & Awards	24.64	000000
24289	08/18/2009	JACOBSON	Jacobson Law Group PLLC	200.00	000000
24290	08/18/2009	JBLAWN	JB Instant Lawn	294.66	000000
24291	08/18/2009	KCDIST	King County District Court	9,410.00	000000
24292	08/18/2009	KCFLEET	King County Fleet Admin	485.62	000000
24293	08/18/2009	KEENEY	Keeney's Office Plus	16.97	000000
24294	08/18/2009	KENYON2	Kenyon Disend PLLC	27,682.63	000000
24295	08/18/2009	KINGDD	King County DDES	105.00	000000
24296	08/18/2009	KINGFI	King County Finance A/R	3,684.20	000000
24297	08/18/2009	KINGPET	King County Pet Licenses	415.00	000000
24298	08/18/2009	KINGSH	King County Sheriff's Office	335,422.50	000000
24299	08/18/2009	KINGWAT	King County Finance Water & Land Division	60,641.05	000000
24300	08/18/2009	KLEINFEL	Kleinfelder, Inc.	9,424.60	000000
24301	08/18/2009	LAKESIDE	Lakeside Industries	33.40	000000

Bill #2

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24302	08/18/2009	LARKIN	Donald Larkin	589.75	000000
24303	08/18/2009	LEADERSH	Leadership Eastside	2,700.00	000000
24304	08/18/2009	LESSCHWA	Les Schwab Tire Center	323.61	000000
24305	08/18/2009	LEYTON	Kimberly Leyton	758.73	000000
24306	08/18/2009	LOCK	Lockworks, Inc.	490.24	000000
24307	08/18/2009	LWSD	Lake Washington School Dist	5,592.00	000000
24308	08/18/2009	MAILPO	Mail Post	2,633.02	000000
24309	08/18/2009	MATTHIAS	Michael Matthias	48.89	000000
24310	08/18/2009	MINUTE	Minuteman Press	592.84	000000
24311	08/18/2009	NAPA	Napa Auto Parts Inc.	204.44	000000
24312	08/18/2009	NCPC	National Crime Prevention Council	351.50	000000
24313	08/18/2009	NESAM	NE Sammamish Sewer & Water	215.98	000000
24314	08/18/2009	NWCASC	Northwest Cascade, Inc.	1,292.86	000000
24315	08/18/2009	NWLSVC	NW Landscape Service	16,948.42	000000
24316	08/18/2009	OFFDEP	Office Depot	314.85	000000
24317	08/18/2009	PACE	Pace Engineers, Inc.	3,986.66	000000
24318	08/18/2009	PACSOIL	Pacific Topsoils, Inc	2,464.89	000000
24319	08/18/2009	PIEDMONT	Piedmont Directional Signs	175.00	000000
24320	08/18/2009	POA	Pacific Office Automation	161.90	000000
24321	08/18/2009	PSCLEAN	Puget Sound Clean Air Agency	350.00	000000
24322	08/18/2009	PSE	Puget Sound Energy	9,950.81	000000
24323	08/18/2009	QUICK	Quick & Easy Concrete, Inc	520.13	000000
24324	08/18/2009	QWEST	QWEST	41.16	000000
24325	08/18/2009	RENTME	Rent Me Storage, LLC	328.50	000000
24326	08/18/2009	RH2	RH2 Engineering Inc	1,564.00	000000
24327	08/18/2009	ROSSCARO	Carol Ross	213.29	000000
24328	08/18/2009	ROTARSAM	Rotary Club of Sammamish	104.00	000000
24329	08/18/2009	RYAN	Ryan, Swanson & Cleveland PLLC	560.00	000000
24330	08/18/2009	SAM	Sammamish Plateau Water Sewer	8,418.21	000000
24331	08/18/2009	SCI	SCI Infrastructures, LLC	757,681.56	000000
24332	08/18/2009	SEATIM	Seattle Times	883.84	000000
24333	08/18/2009	SMITH	Jane Marie	130.74	000000
24334	08/18/2009	SONITROL	Sonitrol Pacific	759.30	000000
24335	08/18/2009	SOUNDPUB	Sound Publishing, Inc	667.00	000000
24336	08/18/2009	STAPLES	Staples Business Advantage	1,593.92	000000
24337	08/18/2009	STELLAR	Stellar Industrial Supply	347.81	000000
24338	08/18/2009	STOECKL	Jane C. Stoecklin	105.00	000000
24339	08/18/2009	SUBURB	Suburban Cities Association	86.00	000000
24340	08/18/2009	TRANSPO	Transpo Group, Inc	80,756.11	000000
24341	08/18/2009	VAN NOST	Maren Van Nostrand	3,330.60	000000
24342	08/18/2009	VERIZNW	Verizon Northwest	33.49	000000
24343	08/18/2009	VERIZON	Verizon Wireless	62.75	000000
24344	08/18/2009	WAAUDIT	Wa State Auditor's Office	13,452.10	000000
24345	08/18/2009	WADIS	State of Wa Dept of Info Syste	1,631.07	000000
24346	08/18/2009	WAPAT	Wa State Patrol	10.00	000000
24347	08/18/2009	WATERSH	The Watershed Company	577.50	000000
24348	08/18/2009	WATREAS	Wa State Treasurer	481.50	000000
24349	08/18/2009	WESTSYST	Western Systems	3,479.60	000000
24350	08/18/2009	WILSONMA	Marc Wilson	25.00	000000
24351	08/18/2009	WSAPT	Wa Assoc Permit Technicians	200.00	000000
24352	08/18/2009	YAKIMA	Yakima County Department of Corrections	6,980.40	000000

			CHECK TOTAL:	**$2,053,848.47**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24353	08/18/2009	J3 Mecum	J3 Mecum Engineering Inc	3,266.47	000000
24354	08/18/2009	KINGWAT	King County Finance Water & Land Division	93,345.30	000000
24355	08/18/2009	LAFRANCE	Eric LaFrance	96.69	000000
24356	08/18/2009	NWENVIRO	NW Environmental Consulting LL	270.00	000000
24357	08/18/2009	PIEDMONT	Piedmont Directional Signs	360.00	000000
24358	08/18/2009	PSE	Puget Sound Energy	1,648.27	000000
24359	08/18/2009	SAM	Sammamish Plateau Water Sewer	308.11	000000

			CHECK TOTAL:	**$99,294.84**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24360	08/18/2009	CAMPDAVI	David Campbell	400.00	000000
24361	08/18/2009	JARDO	William Jardo	350.00	000000
24362	08/18/2009	LIVESOUN	Live Sound & Recording Co, LLC	2,073.84	000000
24363	08/18/2009	ROTH	Roth Hill Engineering Partners	806.36	000000
24364	08/18/2009	SAMSYMPH	Sammamish Symphony Orchestra Assoc	1,400.00	000000
			CHECK TOTAL:	**$5,030.20**	

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: August 27, 2009

RE: Claims for September 1, 2009

$	**46,521.39**
	1,243,088.72
	39,648.66

```
   46,521.39   +
1,243,088.72   +
   39,648.66   +
003
1,329,258.77   *
```

TOTAL $ 1,329,258.77

Check # 24365 through #24452

City of Sammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #3
Printed: 08/20/09 10:55

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24365	08/20/2009	ANI	ANI Administrators NW Inc	1,869.94	000000
24366	08/20/2009	ICMA401	ICMA 401	29,331.91	000000
24367	08/20/2009	ICMA401x	ICMA401	4,643.61	000000
24368	08/20/2009	ICMA457	ICMA	10,675.93	000000
			CHECK TOTAL:	**$46,521.39**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24369	09/01/2009	ADOLFSON	ESA Adolfson	7,376.84	000000
24370	09/01/2009	AT&TMOBI	AT&T Mobility	285.09	000000
24371	09/01/2009	ATTLONG	AT&T	47.84	000000
24372	09/01/2009	BARKERLA	Barker Landscape Architects PS	2,812.64	000000
24373	09/01/2009	BAXTER	Robert Baxter	158.17	000000
24374	09/01/2009	BERGERPA	Berger Partnership	27,989.00	000000
24375	09/01/2009	BLUEK	Blue K Development LLC	1,692.00	000000
24376	09/01/2009	BOLA	Bola Architecture & Planning	1,498.00	000000
24377	09/01/2009	BUILDERS	Builders Exchange of WA	441.25	000000
24378	09/01/2009	BURLINGA	Joan Burlingame	34.34	000000
24379	09/01/2009	CADMAN	Cadman, Inc.	717.05	000000
24380	09/01/2009	CALLAUTO	Callaway Auto Glass, Inc	262.80	000000
24381	09/01/2009	CASCADIA	Cascadia Consulting Group Inc	7,499.63	000000
24382	09/01/2009	CDK	CDK Construction Services	253,527.45	000000
24383	09/01/2009	CECCANTI	Ceccanti, Inc	143,260.26	000000
24384	09/01/2009	CLIMATEC	Climate Communities	1,500.00	000000
24385	09/01/2009	COMCAST2	COMCAST	99.95	000000
24386	09/01/2009	CUSTOM	Custom Electric & Controls	30,705.06	000000
24387	09/01/2009	EAGLE	Eagle Press & Supply	8,800.67	000000
24388	09/01/2009	EVANS	David Evans & Associates, Inc	15,420.74	000000
24389	09/01/2009	EXENDINE	Michael Exendine	500.00	000000
24390	09/01/2009	GEO	Geo Engineers	926.42	000000
24391	09/01/2009	GLACIER	CalPortland Company	2,043.84	000000
24392	09/01/2009	HARTOFF	Hartman Office Equipment Inc	1,845.08	000000
24393	09/01/2009	HDFOWL	H. D. Fowler Company	546.67	000000
24394	09/01/2009	HOGAN	D. A. Hogan & Assoc., Inc	3,467.75	000000
24395	09/01/2009	HWA	HWA GeoSciences, Inc	1,851.72	000000
24396	09/01/2009	ISD	Issaquah School District	449.76	000000
24397	09/01/2009	ISSAUTO	Issaquah Auto Tech, Inc	701.10	000000
24398	09/01/2009	JOHNSTO	Johnston Architects PLLC	1,173.78	000000
24399	09/01/2009	KBA	KBA Inc	24,464.51	000000
24400	09/01/2009	KCBLANK	King County Finance	2,344.36	000000
24401	09/01/2009	KCRADIO	King Cty Radio Comm Svcs	158.85	000000
24402	09/01/2009	KINGDD	King County DDES	210.00	000000
24403	09/01/2009	KINGFI	King County Finance A/R	982.00	000000
24404	09/01/2009	LANE	Lane & Associates	833.10	000000
24405	09/01/2009	MAKERS	Makers Architecture & Urban	11,745.00	000000
24406	09/01/2009	MEDCO	Medco Supply Company	16.37	000000
24407	09/01/2009	METCALF	John Metcalf	70.63	000000
24408	09/01/2009	MINUTE	Minuteman Press	62.85	000000
24409	09/01/2009	MOBERLY	Lynn Moberly	7,500.00	000000
24410	09/01/2009	MORUP	Morup Signs Inc	164.25	000000
24411	09/01/2009	NESAM	NE Sammamish Sewer & Water	49,329.45	000000
24412	09/01/2009	PERTEET	Perteet, Inc.	182,082.39	000000
24413	09/01/2009	PIPELINE	Pipeline Plumbing	72.90	000000
24414	09/01/2009	PSF	PSF Mechanical Inc	3,494.83	000000
24415	09/01/2009	QWEST	QWEST	163.91	000000
24416	09/01/2009	QWEST!NT	Qwest !nterprise	4,331.97	000000
24417	09/01/2009	REDEMERG	Redmond Emergency Services	1,512.50	000000
24418	09/01/2009	RENTME	Rent Me Storage, LLC	284.70	000000
24419	09/01/2009	RIVEROAK	River Oaks Communication Corp	413.99	000000
24420	09/01/2009	ROTH	Roth Hill Engineering Partners	5,517.44	000000
24421	09/01/2009	RUSTYRAC	Cedar Recycling Inc	11.91	000000
24422	09/01/2009	SAM	Sammamish Plateau Water Sewer	95.39	000000
24423	09/01/2009	SAMSYMPH	Sammamish Symphony Orchestra Assoc	2,000.00	000000
24424	09/01/2009	SERVICE	Service Paper Co	1,328.50	000000

Bill #3

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24425	09/01/2009	SHANNON	Shannon-Thorpe Corp	100.00	000000
24426	09/01/2009	SITE	Site Workshop	5,376.60	000000
24427	09/01/2009	SPRINT	Sprint	50.00	000000
24428	09/01/2009	TAYLORJE	Jeremy Taylor	40.00	000000
24429	09/01/2009	TCF	TCF Architecture	33,262.54	000000
24430	09/01/2009	TRANSPO	Transpo Group, Inc	62,503.71	000000
24431	09/01/2009	UNITRENT	United Rentals NW, Inc	4,700.52	000000
24432	09/01/2009	USPOST	U.S. Postal Service	25,000.00	000000
24433	09/01/2009	WADOT	Wa State Dept of Transp	587.51	000000
24434	09/01/2009	WALIC	Wa State Dept of Licensing	180.47	000000
24435	09/01/2009	WATERSH	The Watershed Company	6,467.40	000000
24436	09/01/2009	WATSON	Watson Asphalt Paving Co	287,993.27	000000

			CHECK TOTAL:	**$1,243,088.72**	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24437	09/01/2009	APEX	Apex Facility Resources, Inc	837.86	000000
24438	09/01/2009	CERTIFIE	Certified Backflow Testing,Inc	240.00	000000
24439	09/01/2009	DIJULIO	DiJulio Displays, Inc	1,936.03	000000
24440	09/01/2009	EMFENCE	Emerald City Fence Rentals LLC	465.38	000000
24441	09/01/2009	INTEGRA	Integra Telecom	3,874.75	000000
24442	09/01/2009	ISSAQ1	Issaquah Press, Inc.	952.50	000000
24443	09/01/2009	JRW	JRW Enterprises	191.63	000000
24444	09/01/2009	OER	Olympic Environmental Resource	6,500.00	000000
24445	09/01/2009	OGDEN	Ogden Murphy Wallace PLLC	282.60	000000
24446	09/01/2009	PERFORMA	Performance Journeys, Inc	10,267.00	000000
24447	09/01/2009	PSE	Puget Sound Energy	10.00	000000
24448	09/01/2009	PSF	PSF Mechanical Inc	1,724.63	000000
24449	09/01/2009	SAM	Sammamish Plateau Water Sewer	7,764.35	000000
24450	09/01/2009	SB&MAC	Stewart Beall & MacNichols	3,760.00	000000
24451	09/01/2009	SEATIM	Seattle Times	360.64	000000
24452	09/01/2009	VERT	Vertical Transportation Svcs	481.29	000000

			CHECK TOTAL:	**$39,648.66**	

CITY COUNCIL AGENDA BILL

Subject:
Sammamish Commons Park – Sween House Renovations (Phase IIC) – Authorization of Construction Contract

Meeting Date: September 1, 2009

Date Submitted: August 26, 2009

Originating Department: Parks and Recreation

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to award and execute a contract with Elite Commercial Contracting for the Sween House renovations at the Sammamish Commons Park.

Exhibits:
1. Bid Tab
2. Construction Contract

Budgeted Amount: $268,000 is allocated in the 2009-10 General Capital Improvement Fund for the Sween House Remodel. An additional $775,000 is allocated in the Parks CIP as capital contingency.

Summary Statement:

The Sween House is an existing City-owned building, formerly a private residence, located in the Lower Sammamish Commons. The proposed renovation will convert the building to office space for use as a youth counseling center. The space will be leased to Youth Eastside Services (YES), a local non-profit, who will be working in partnership with Friends of Youth to provide counseling services to the Sammamish Community. The lease agreement is scheduled for council review and approval at the meeting on Tuesday, September 15.

The existing Sween House structure consists of a basement (481 sf) and main floor (2,284 sf). The main floor will be renovated as office space. The existing garage will be converted to a conference room. Plumbing, electrical, and communications systems, as well as ADA compliance and access will be brought up to date with current code.

The basement will be used for storage by the City's maintenance department. A small amount of potential mold abatement work is necessary in the basement, and is not included in the current contract. Staff are following up on this work item separately.

The Exterior work includes demolition of the existing solarium, a new composition roof and painting. Parking and access for the Sween House is being constructed as part of the Phase IIB Parking lot improvement project, currently underway at the Lower Sammamish Commons. This project is expected to reach substantial completion by November of this year.

The design package for these improvements was advertised for public bid in August 2009. Bids were opened on August 18, 2009 and a total of 7 bids were received. Staff evaluated the bids and Elite Commercial Contracting was identified as the lowest responsible bidder.

The bid included a total of seven schedules (A through G); 'Schedule A' was the base bid and the rest of the schedules were deductive alternates, proposed due to a limited construction budget for the renovation. In accordance with the contract documents, the lowest responsible bid was based on the total bid price for all schedules.

Staff proposes to award 'Schedule A' which includes all the proposed improvements in the construction drawings and specifications, as it is well within the available funds for the project.

Background:

A preliminary evaluation of the Sween House was done by RVLA, Inc. P.S. in the Spring of 2008. A structural evaluation, an HVAC evaluation, project cost estimates, and a list of improvements were identified as part of the preliminary work. The conceptual design and layout were approved by YES and Friends of Youth.

In September 2008, a contract was awarded to Johnston Architects, PLLC to prepare construction documents for the Sween House Remodel. A conditional use permit and a building permit were obtained on July 31, 2009.

Construction is expected to be complete by the end of this year.

Financial Impact:

A total of $268,000 is allocated in the 2009-2010 General Capital Improvement Fund for the Sween House Remodel. This amount is intended to fund constuction, remaining design costs, and the anticiapted mold abatement project.

The total authorization amount requested for this agenda bill is $239,113.88. This includes a total bid price of $219,113.88 and a $20,000.00 construction contingency to be administered by the City Manager.

The total budget for the Sween House Remodel project is $300,000, a portion of which was spent in 2008 for consulting services (design, survey, structural assessment, etc.) A summary of project expenses follows:

Consultant Services	$ 42,490.00
Construction Contract	$ 219,113.88
Capital Project Contingency	$ 20,000.00
	$ 281,603.88

The only remaining anticipated expense is a small mold abatement project for the basement of the house. Cost estimates are not yet available for this aspect of the project.

Recommended Motion:

Move to accept the bid from Elite Commercial Contracting as the lowest responsible and responsive bid for the Sween House Renovations project at the Sammamish Commons Park and authorize the City Manager to award Schedule A and execute a contract with Elite Commercial Contracting in the amount of $219,113.88 and to administer a $20,000.00 construction contingency on the project.

City of Sammamish - BID OPENING

Department of Parks and Recreation

Sammamish Commons Park - Sween House Renovations

August 18, 2009 - 2:00 PM (local time)

Bidder	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F	Schedule G	Total Bid	Sched A + WSST
Kruse Inc.	263,239.00	(900.00)	(11,200.00)	(9,500.00)	(6,222.00)	(1,245.00)	(3,800.00)	230,372.00	288,246.71
Elite Commercial	200,104.00	(640.00)	(11,454.00)	(5,745.00)	(4,000.00)	-	(1,800.00)	**176,465.00**	**219,113.88**
CDK Construction	199,566.00	-	(9,000.00)	(5,000.00)	(1,000.00)	1,100.00	(768.00)	182,698.00	218,524.77
C.D. Construction	265,630.00	(834.00)	(11,259.00)	(4,392.00)	(13,972.00)	-	(6,000.00)	229,173.00	290,864.85
Lake Tapps Const.	217,600.00	(400.00)	(13,000.00)	(2,000.00)	(5,100.00)	(600.00)	(2,000.00)	194,500.00	238,272.00
Rehabitat NW	214,759.00	(538.00)	No Bid	(5,770.00)	(4,307.00)	(1,892.00)	(3,856.00)	198,396.00	235,161.11
DLH inc.	279,604.27	(2,519.98)	(3,994.55)	(4,861.93)	(8,559.75)	(696.42)	(5,782.90)	253,188.97	306,166.68

Notes:

Schedule A Sween House Renovations - Base Bid

Schedule B Deductive Bid Alternate #1 - Flooring (Carpet in lieu of new wood flooring)

Schedule C Deductive Bid Alternate #2 - Re-Roofing (Patch & Repair ex. wood shingle roof in lieu of replacing entire roof)

Schedule D Deductive Bid Alternate #3 - Exterior Re-Painting (Paint only areas affected by new construction)

Schedule E Deductive Bid Alternate #4 - Sound Isolation Clips (Do not provide sound isolation clips at all new interior walls)

Schedule F Deductive Bid Alternate #5 - Conference Room Windows (Do not install new windows; provide typical exterior wall assembly)

Schedule G Deductive Bid Alternate #6 - P1-6 Shear Walls (Do not install P1-6 Shear walls)

Apparent Low Bidder: Elite Commercial Contracting

Construction Allowance: $300,000

Lowest respondisble bid is based on the **TOTAL BID PRICE for ALL** Schedules. All, none or any combination of bid schedules A through G may be awarded. (Award date anticipated September 1, 2009)

CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of September, 2009 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and Elite Commercial Contracting, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

1) The Contractor shall within the time stipulated, (to-wit: within 80 calendar days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project identified as Sammamish Commons Park – Sween House Renovations Project for improvement by construction and installation of: building renovations, associated demolition, asbestos abatement, roofing, painting, septic, electrical and communications systems, ADA compliance and access and other work, all in accordance with the attached Contract Plans, Special Provisions, and the 2008 (or most current) edition of the Washington State Department of Transportation Standard Specifications.

   All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction thereover. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract.

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

   a) This Agreement
   b) Instruction to Bidders
   c) Project Proposal
   d) Specifications
   e) Maps and Plans
   f) Bid
   g) Advertisement for Bids
   h) Special Provisions, if any
   i) Addenda, if any and all modifications or changes issued pursuant to the Contract Documents

3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety <u>within fifteen (15) days</u> after the serving upon it of such notice of termination <u>does not perform the Contract or does not commence performance thereof</u> within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.

4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

   In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.

7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Notice To Proceed, and shall complete the full performance of the Contract not later than eighty (80) calendar days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2008 WSDOT Standard Specifications (or most current edition), Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.

8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.

9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.

10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.

11) The total amount of this contract is the sum of $ 219,113.88
numbers
Two hundred nineteen thousand one hundred thirteen and 88/100 dollars (included WSST 9.5%)
written words
which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR		CITY OF SAMMAMISH	
President/Partner/Owner	Date	City Manager	Date
		ATTEST	
Secretary	Date	City Attorney	Date

dba _____
Firm Name

check one
☐ Individual ☐ Partnership ☐ Corporation Incorporated in _____

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.
If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.
If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

END OF CONTRACT

CITY COUNCIL AGENDA BILL

Subject:
244th Avenue improvements: NE 8th Street to SE 8th Street – Wetland Construction Observation

Meeting Date: September 1, 2009

Date Submitted: August 24, 2009

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☒ **Attorney**

Action Required:
Authorize the City Manager to execute a contract with Shannon and Wilson, Inc. for wetland construction observation of the 244th Avenue improvements: NE 8th Street to SE 8th Street project.

Exhibits:
1. Contract

Budgeted Amount: $15,522,000 in the adjusted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund), including carry forward of unexpended project appropriations from the 2008 budget.

Summary Statement:

The Public Works Department recommends that the City Manager be authorized to execute a contract with Shannon and Wilson, Inc. for wetland construction observation services on the 244th Avenue Improvements project. The project includes construction of a bridge across a Class 1 wetland adjacent to Allen Lake. The corresponding bridge piers and abutments have a permitted impact on the wetland. This proposed contract provides construction observation services by a geotechnical and environmental consultant firm. The contract scope also includes the preparation of a detailed planting plan for the required wetland mitigation.

The existing construction plans and specifications provide direction for the construction practices and mitigation, but certain details of plant locations and depth of road removal and wetland restoration were left to be determined once the construction had begun to expose underlying conditions of the wetland allowing review by a geotechnical firm.

Background:

On June 2, 2009, City Council authorized the City Manager to accept Ceccanti, Inc. as the lowest responsible and responsive bidder for the construction of 244th Ave Improvements. Construction is currently underway. Wetland mitigation work is expected to begin early next year.

Financial Impact:

A total of $15,522,000 is included in the current 2009/2010 budget (including carry forward of unexpended project appropriations from the 2008 budget) for the completion of this project. Construction costs, including construction management/inspection/design support and estimates for the remaining right of way purchases, wetland mitigation, utility relocation and construction contingency, and the costs associated with this contract are well within the budgeted amount.

Recommended Motion:

Authorize the City Manager to execute a contract with Shannon and Wilson, Inc. for wetland construction observation services on the 244th Avenue Improvements project in an amount not to exceed $27,115.

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: SHANNON AND WILSON, INC.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and SHANNON AND WILSON, INC., hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

_x_ According to the rates set forth in Exhibit "A"

_x_ A sum not to exceed $27,115

___ Other (describe): _____
_____

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

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

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

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

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company Name Shannon & Wilson, Inc
Contact Name Karen Walker
Street Address 400 N 34th Street Suite 108
City, State Zip Seattle WA 98103
Phone Number 206 632 8020
Email klw@shanwil.com

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

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: [signature]
Title: Director of Public Works	Title: Sr Vice President
Date:_____	Date: August 27, 2009
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

EXHIBIT C

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

ALASKA
CALIFORNIA
COLORADO
FLORIDA
MISSOURI
OREGON
WASHINGTON

June 20, 2008

Mr. Jorge Garcia
Lochner
400 - 108th Avenue NE, Suite 401
Bellevue, WA 98004

RE: CONSTRUCTION OBSERVATION AND PLANTING PLAN, 244TH AVENUE IMPROVEMENTS PROJECT, SAMMAMISH, WASHINGTON

Dear Jorge:

Shannon & Wilson is pleased to submit this scope of work to conduct construction observation and complete a planting plan for the 244th Avenue Improvements project. This proposal has been developed based our knowledge of the project and based on e-mail correspondence with Gerry Wilhelm from Lochner, dated June 16, 2008.

BACKGROUND

The City of Sammamish Public Works Department (the City) is planning to improve the 244th Avenue corridor by widening the paved portions of the roadway and connecting 244th Avenue via a two-lane bridge in the Allen Lake Vicinity. The proposed bridge is a two-lane structure that would be constructed over a Category I wetland (under the City of Sammamish Code) associated with Allen Lake.

The City proposes to mitigate wetland impacts associated with the project with a combination of wetland creation, reestablishment, rehabilitation, and enhancement. On-site mitigation will include removing existing gravel roads in the wetland within the project vicinity. Off-site mitigation will include enhancing portions of the wetland on an adjoining property and purchasing credits at the East Lake Sammamish Plateau wetland mitigation bank.

This proposal includes conducting construction observation for the earthwork and the planting activities in the wetland creation, reestablishment, rehabilitation, and enhancement areas, and completing a planting plan after the final hydrology of these areas can be observed.

SCOPE OF WORK

Our scope of work for this project will consist of performing the following tasks:

400 NORTH 34TH STREET · SUITE 100
P.O. BOX 300303
SEATTLE, WASHINGTON 98103
206·632·8020 FAX 206·695·6777
TDD: 1·800·833·6388
www.shannonwilson.com

Task 1. Construction Observation

Shannon & Wilson will provide limited construction observation for the natural resource elements of the 244th Avenue Improvements project during earthwork and planting activities. Specifically, Shannon & Wilson will provide limited observation during the following activities:

- Excavation of peat for the northern and southern abutments. Shannon & Wilson will observe the excavated peat and provide recommendations on whether the peat is appropriate to use as topsoil in part of the restoration area.
- Final grading associated with restoring the temporary construction access areas (after the bridge construction is complete) and earthwork associated with the wetland rehabilitation/reestablishment areas.
- Construction of pit and mound features, and placement of large woody debris (LWD), on the wetland enhancement site.
- Planting of wetland restoration, rehabilitation, reestablishment, and enhancement areas.

Observations and recommendations will be documented in field memorandums and submitted to the City after each site visit.

Task 2. Planting Plan

The depth of existing roadbed fill in the rehabilitation and reestablishment areas is unknown at this time. It is also unknown how much the peat soil in the temporary construction access areas will be compacted during construction. Because of these uncertainties, the final depth of hydrology in these areas is not known at this time. In our conceptual mitigation plan for this project, we recommended a variety of native plants that may be installed in the wetland rehabilitation and reestablishment areas depending on how much saturation and/or inundation these areas receive after the final grading activities are completed.

Once earthwork is complete and final hydrology levels can be observed in the wetland restoration, rehabilitation, and reestablishment areas, Shannon & Wilson will provide a planting plan that will include appropriate plant species, quantities, and planting diagrams for each area.

COST ESTIMATE

Our services are offered under the enclosed Standard General Terms and Conditions. Our cost estimate for the above scope of services is $27,115, as detailed in the enclosed cost estimate. We

assume that construction observation for the natural resource elements of this project can be completed during twelve 8-hour days. If additional observation is needed, the cost for this service will need to be increased.

In the event that additional services are necessary, due to changes in your request or other unforeseen circumstances, we will notify you immediately and obtain your authorization for the additional work and costs.

CLOSURE

Shannon & Wilson, Inc. has prepared the enclosed, "Important Information About Your Wetland Delineation/Mitigation and/or Stream Classification Proposal." Although this document was not written specifically for the 244th Avenue Improvements project, it should be useful in assisting you and others in understanding the use and limitations of our proposals.

If this proposal meets with your approval, please sign the acceptance section below and return a copy to Shannon & Wilson, which will serve as our notice to proceed. This proposal is valid for a period of 60 days from the date of issue.

We appreciate the opportunity to assist you with this project. If you have any questions, please contact me at (206) 695-6673.

Sincerely,

SHANNON & WILSON, INC.

Becki Kniveton

Becki Kniveton, P.W.S.
Senior Wetland Biologist

BSK:KLW/bsk

Enclosures: Cost Estimate
Standard General Terms and Conditions, SEA-OP-2008 (1/2008)
Important Information About Your Wetland Delineation/Mitigation and/or Stream Classification Proposal

I accept the above conditions and authorize the above work to proceed.

By _____ Signature _____
(print)

_____ Date _____
Organization

COST ESTIMATE
244TH AVENUE IMPROVEMENTS PROJECT
DETAILED LABOR AND FEE BREAKDOWN
LOCHNER/CITY OF SAMMAMISH

	TASKS	Principal-in-Charge	Senior Associate	Project Manager	Senior Biologist	Engineer/ Biologist IV	Engineer/ Biologist III	CADD	Administrative, Accounting, Reproduction	
	Labor Rates	**$ 59.00**	**$ 49.00**	**$ 43.00**	**$ 33.00**	**$ 30.00**	**$ 25.00**	**$ 28.00**	**$ 28.00**	**Total**
Task 1	**Construction Observation**									
	Peat Excavation				8		8			
	Final Grading of Construction Access Areas				16		32			
	Grading for Wetland Enhancement, LWD placement				8		24			32
	Planting				16		32			48
	Subtotal Task 1	$ -	$ -	$ -	$ 1,584	$ -	$ 2,400	$ -	$ -	$3,984.00
Task 2	**Plant Recommendations**		4		36			4	4	48
	Subtotal Task 2	$ -	$ 196	$ -	$ 1,188	$ -	$ -	$ 112	$ 112	$1,608.00
Task 3	**Project Management**									
	Project Administration		24							24
	Project Invoicing/Progress Reports		8						8	16
	Meetings (2 @ 4 hrs each)		8		8					16
	Subtotal Task 3	$ -	$ 1,960	$ -	$ 264	$ -	$ -	$ -	$ 224	$2,448.00
	Total Hours	-	44	-	92	-	96	4	12	248
	Total Direct Labor Cost	$0	$2,156	$0	$3,036	$0	$2,400	$112	$336	**$8,040**
	Overhead @ 198.36%	$0.00	$4,276.64	$0.00	$6,022.21	$0.00	$4,760.64	$222.16	$666.49	**$15,948**
	Fee at 30% DL	$0	$647	$0	$911	$0	$720	$34	$101	**$2,412**
	Total Labor Cost	**$0**	**$7,079**	**$0**	**$9,969**	**$0**	**$7,881**	**$368**	**$1,103**	**$26,400**
Task 8	**Reimbursables**									
	Reproduction									$100
	Travel									$465
	Postage									$50
	Miscellaneous (camera, etc.)									$100
	Total Reimbursables									**$715**
	Total Fee									**$27,115**

LWD = large woody debris

Exhibit 1

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

Attachment to and part of our Proposal: 21-1-12240-007

Date: June 20, 2008

To: Mr. Jorge Garcia/Lochner

Re: 244th Avenue Improvements Project, Sammamish, Washington

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson's scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson's services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson's scope of work, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson's Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson's scope of work is increased or decreased by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

ARTICLE 2 – FEES AND EXPENSES FOR RENDERING SERVICES

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel. Shannon & Wilson's fee will be computed by multiplying the actual number of hours worked by each employee times the employees direct salary rate plus 198.36% of the direct salary for overhead plus 10% of the direct salary and overhead for profit.

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies. A unit price of $7.00 per hour will be charged for computer time to prepare spreadsheets, $25.00 per hour for AutoCAD and modeling software use, and $35.00 per hour for GIS computer work.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson's Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If Shannon & Wilson's schedule is increased or decreased by Client, Shannon & Wilson's compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 5 – CLIENT'S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 6 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care
The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties
Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents
Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage
Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures
If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination
Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs
If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since

Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals
If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation
If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety
Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance
Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment
If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality
Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents
All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 8 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - $1,000,000 each occurrence/$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - $1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - $10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and $500,000 per accident/$500,000 per disease/$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - $5,000,000 per claims/$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 9 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions
Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances
All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the

project site. Shannon & Wilson shall not transport store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables
Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials
Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of Client
To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds
Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to $50,000 or 10% of Fee
With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of $50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work,

schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to $50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 11 – MISCELLANEOUS

Termination
This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries
This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law
Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees
Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver
A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings
The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration
This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival
Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability
If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

Attachment to and part of Proposal 21-1-12240-007

Date: June 20, 2008
To: Mr. Jorge Garcia
Lochner

IMPORTANT INFORMATION ABOUT YOUR WETLAND DELINEATION/MITIGATION AND/OR STREAM CLASSIFICATION PROPOSAL

Imagine purchasing a development site for $500,000 only to learn later during construction that a wetland has been discovered, or that drainage through the site has been classified as a "stream," which results in a major redesign of your project. You are legally obligated to obtain the required permits before work may continue. The unanticipated cost of delay and redesign could be $5 million or more. The risks are real. There is no way of eliminating them, but they can be managed by relying on a qualified wetland and/or stream consultant to perform your site evaluation.

THE COST OF NOT ADDRESSING WETLAND/STREAM CONDITIONS ON A SITE CAN BE IMMENSE.

Rely on a qualified firm. Since delays are inherent in the regulatory process associated with wetlands delineation and mitigation, and stream classification, developers must integrate their analyses into the early planning process. Many developers make the serious mistake of assuming that only state and, in particular, local reviews and approvals are required. They often negotiate exclusively with state and local agencies on project design and planning approvals for such activities as grading, sedimentation control, and stormwater management. There are federal, state, and local regulations and ordinances that may apply to projects affecting wetlands and streams. Shortsighted developers may "discover" wetlands/streams on their sites late in the planning process after they have entered into contracts for lot delivery dates and have secured financing contingent on completion deadlines. Developers then learn that in the permit process, many local governments may withhold final plan approval until they receive copies of federal and state approvals, or a statement from the appropriate agencies that such approvals are not required. Federal review at this late stage often results in extensive project redesign to avoid the impacts of wetlands and streams. The attendant delays usually affect a project's economic viability.

It is essential to work with a consulting firm that can provide a team of wetland scientists/stream ecologists disciplined in hydrology, biology, water quality, soil science, stream and raparian ecology, and fisheries biology. The firm should have a working knowledge of the appropriate methods for classifying streams and delineating/mitigating wetlands, an understanding of the permitting process, and practical experience dealing with the regulatory agencies. The consultant should be able to clearly explain and competently lead you through the process.

Although reliance on a competent consultant is necessary to manage your risk, it does not eliminate your risk. The consultant who performs evaluations generally are engaged to determine if a site is affected. If they could see the unseeable, the consultant would know precisely where to look and what methods to apply, but consultants are not clairvoyant. Even the most rigorous professional evaluation may fail to identify all existing conditions. This potential creates risk. *The risk is yours.* Do not look to your consultant to assume it. Your consultant serves as your professional advisor, providing guidance and opinions based on analysis and judgment. Were professional firms to accept your risks in addition to their own, the cost of performing evaluations would be prohibitive.

A FIRM UNCONCERNED ABOUT ITS OWN RISKS CANNOT BE EXPECTED TO CARE ABOUT YOURS.

It is essential to work with a consultant who understands the processes involved, who can explain them to you clearly, and who can competently apply appropriate measures to reduce the impact of and to your project. The measures usually are pursued in stages, with each step based on information obtained from the previous one.

Wetland delineations determine the location, extent, and type of wetlands present on a site, and include an in-office document review and a field review of the site. The wetland boundaries are identified by a technical evaluation of on-site soil, vegetation, and hydrologic conditions. Wetland boundary flags are placed to mark the wetland edge, and are usually surveyed to accurately determine the location and size of the wetlands. Disturbed and problem area wetlands are more difficult and often take more time to delineate. Disturbed or atypical wetlands are areas that are altered recently or in the past by filling, excavating, clearing, damming, building, avalanches, mud slides, fires, volcanic deposition, and beaver dams, among others. Problem area wetlands are areas that are difficult to identify because of environmental conditions such as soil, vegetation, or hydrologic conditions.

Examples of problem area wetlands include wetlands dominated by upland plant communities, wetlands on glacial till, seasonally flooded wetlands, seasonally vegetated mud flats, and sandy soil wetlands.

Stream identification and classification also determine the location, extent, and type of stream present on a site, including an in-office document review and a file review of the site. The extent of the stream is identified by a technical evaluation of hydrology, physical characteristics, and the presence or absence of fish. Flags are placed to mark the stream's edge and are usually surveyed to accurately determine the location of the stream. Not all streams flow all the time; some are dry during the summer months. Thus, some stream classifications cannot be completed until water is present. Only then can the stream ecologist determine if fish will use the stream. Some salmon use a stream for spawning when water is present. The young fish then migrate to larger rivers or lakes, or to the ocean. Other streams have been channelized and appear to be only a ditch. These are examples of streams that are often difficult to identify.

WAITING UNTIL THE LAST MINUTE CAN CAUSE PROJECT DELAYS AND CAN INCREASE COSTS.

Because many aspects of a wetland/stream evaluation require regulatory agency involvement, it is essential that you give your consultant adequate lead time. Determining the presence and extent of wetlands/streams at the earliest possible stages in the development process provides time to design a project that addresses possible impacts to on-site wetlands/streams, to design a mitigation program, and to complete the time-consuming permitting process.

Planning for avoidance of wetlands and streams during development can mean the difference between staying within planned project costs and timelines, or incurring overruns. When wetland and stream impacts cannot be avoided, preapplication meetings and negotiations with the U.S. Army Corps of Engineers (Corps) and other government agencies can be an important tool in completing the permitting process in a timely manner.

If the client believes that a wetland/stream is present, a consultant is usually engaged to provide a comprehensive study, followed by a report of findings. Depending on the scope of work, the report will identify and classify the wetland/stream, investigate the required buffer, and determine what activities are regulated by various agencies. This information is vital prior to design and development plans. If impacts to the wetland/stream or its buffers cannot be avoided, the report may discuss procedures necessary to mitigate those impacts.

CERTIFYING THAT CERTAIN WETLAND/STREAM BOUNDARIES EXIST MAY BE RULED A NEGLIGENT ACT.

Wetland boundaries and stream classifications identified by Shannon & Wilson are considered preliminary until the wetland boundary flags/stream classifications are validated by the Corps and/or the local jurisdictional agency. Validation of the wetland boundaries or stream classification by the regulating agency(s) provides certification, usually written, that the wetland boundaries verified are the boundaries that will be regulated by the agency(s) until a specified date or until the regulations are modified, or that the stream has been properly classified. Only the regulating agency(s) can provide this certification. A prudent consultant can provide only an opinion.

INDEMNIFYING/LIMITING MONETARY EXPOSURE IS IMPORTANT TO THE CLIENT AND THE CONSULTANT.

Indemnifications are important concerns to consultants because of court rulings that make consultants liable to any party who foreseeably could be damaged by the consultant's negligent acts. As a consequence, consultants engaged by clients could be sued because the consultant's delineation of a wetland or the stream classification effectively destroyed the land=s value. Even though the consultant's position would likely be upheld in court, the claim would have to be defended, and the cost of defense might be many times larger than the fee earned for conducting the evaluation. Therefore, most contracts include provisions that make clients responsible for project-related liabilities which consultants are powerless to control.

Also, our client may be sued by a landowner for reduced property value if a wetland or stream is discovered. As a result, the client in the agreement should address this potential problem so that both the client and the consultant are "held harmless" for the possible discovery of wetlands or streams.

COUNCIL MINUTES

Regular Meeting
July 7, 2009

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Jack Barry, Councilmembers Mark Cross, Lee Fellinge, Kathleen Huckabay, and Michele Petitti

Councilmember absent: Councilmember Nancy Whitten.

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

Roll Call/Pledge

Roll was called. City Manager Ben Yazici led the pledge.

Public Comment

Peter Scontrino, 21832 SE 28th Street, *(Submitted written comment).*

Linda Eastlick, PO Box 2574, Issaquah, She does not like the terminology "active use area" in the Shoreline Master Plan, as she feels this might limit the types of activity that could take place on the property.

Mike Collins, 2481 E. Lake Sammamish Parkway NE, He thinks the council is doing a good job with the Shoreline Master Plan.

Jack Rogers, 22708 SE 22nd Place, He spoke regarding shoreline buffers and their positive effects on lakes. He does not feel there have been very many studies done to see the effects of buffers in an urban setting like Sammamish.

George Toskey,2430 238th Place NE, *(Submitted written comments).*

Ginette Toskey, 2430 238th Place NE, *(Submitted written comments).*

Kathy Richardson, 2033 Eastlake Sammamish Parkway NE, She spoke regarding the types of materials that can be used if a dock needs a permit to be replaced. She does not feel Council gave direction on when and if a permit will be required.

Reid Brockway, 167 East Lake Sammamish Shore Lane NE, He commented on the staff memo regarding shoreline vegetation. He feels the memo contains inadequate information to guide the Council in making regulations.

Dwight Martin, He spoke regarding the Bellevue report.

Rory Crispin, 3032 East Lake Sammamish Parkway NE, He spoke regarding the SMP proposals as they relate to Lake Sammamish. He believes the City should just require an Army Corp permit, rather than writing regulations regarding docks in the SMP.

Approval of Agenda

MOTION: Councilmember Huckabay moved to amend the Consent Agenda by removing Item #7, contract with Glatting Jackson Kercher Anglin Inc. and placing it under New Business. Motion carried unanimously 6-0.

Proclamations/Presentations

- **Presentation: Governor's Smart Communities Award**
  Mayor Gerend presented Dawn Flores, Plans Examiner with the award. This award was given to the city for work Ms. Flores did to design 22 "over-the-counter" permit applications.

- **Presentation: Puget Sound Regional Council Transportation 2040 Presentation**
  (PowerPoint presentation available on the city website at www.ci.sammamish.wa.us)

Consent Calendar

Payroll for pay period ending June 15, 2009 for pay date June 19, 2009 in the amount of $261,233.76

Payroll for pay period ending June 30, 2009 for pay date July 2, 2009 in the amount of $274,710.51

Approval: Claims for period ending July 7, 2009 in the amount of $3,408,257.50 for Check No. 23840 through Check No. 24005

Resolution: Kampp Family LLC Property - 2009 Public Benefit Rating System (PBRS) Program (R2009-377)

Resolution: Mullen Property -2009 Public Benefit Rating System (PBRS) Program (R2009-378)

Resolution: Ralou Farm LLC Property -2009 Public Benefit Rating System (PBRS) (R2009-379)
Resolution: Final Acceptance Room 214 Remodel/Bayley Construction (R2009-380)

Contract: On-Call Arborist Services/Tree Solutions

Contract: On-Call Geotechnical Services/HWA

Contract: Financial Support/Friends of Issaquah Salmon Hatchery (FISH)

Approval: Notes for June 15, 2009 Study Session

Approval: Minutes for June 16, 2009 Regular Meeting

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

Public Hearing

Ordinance: First Reading Annexing Rosemont At Timberline Subdivision Effective July 31st, 2009

Director of Community Development Kamuron Gurol gave a short staff report. This is the first reading of the ordinance. No action is required tonight.

Public Hearing opened at 7:40 pm. There was no public comment. Public Hearing closed at 7:41 pm.

Unfinished Business

Shoreline Master Plan – Council Policy Direction:

- **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

Council will consider the following issues on July 7

- Urban Conservancy Designations
- OHWM

Council requests for further information

- 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
- Assessment of Urban Conservancy sites and analysis of the possible increase in docks if the 200 foot spacing is not adopted

Council requests for further information

- Community beaches
- Ordinary High Water Mark

New Business

Contract: SE 24th Street Wetland Monitoring
Senior Engineer Jed Ireland gave the staff report and showed a PowerPoint presentation (presentation available on city website at www.ci.sammamish.wa.us)

MOTION: Councilmember Huckabay moved to authorize the City Manager to sign an amendment with Northwest Landscaping in an amount not to exceed $20,000. Councilmember Cross seconded. Motion carried unanimously 6-0.

Ordinance: First Reading Amending Chapter 14A of the Sammamish Municipal Code

City Manager Ben Yazici gave the staff report. This is the first reading of the ordinance. No action is required at this time. This ordinance will allow for the payment of impact fees at the time of sale rather than at the time of building permit issuance.

Contract: On-Call Walk Ability Design/ Glatting Jackson Kercher Anglin Inc.

Public Works Director John Cunningham gave the staff report. There are four task areas in this contract: (1) connectivity, (2) provide peer review for the revised Public Works Standards, (3) Town Center Street Standards, and (4) other "On-Call" tasks as identified.

MOTION: Councilmember Cross moved to authorize the City Manager to sign a contract with Glatting Jackson Kercher Anglin, Inc., in an amount not to exceed $75,000. Councilmember Fellinge seconded. Motion carried unanimously 5-1 with Councilmember Huckabay dissenting.

Council Reports

Mayor Gerend reported the Sammamish Plateau Water and Sewer District will go forward with the SE 20th Street Sewer extension.

City Manager Report

Mr. Yazici reported that the City is in the process of purchasing and installing 15-20 digital speed signs. He also reported that the City is looking into joining EGovDelivery. This is a system that lets users sign up to be notified about city issues they are interested in via email.

Executive Session – Potential Litigation and Litigation pursuant to RCW 42.30.110(1)(i) and Property acquisition pursuant to RCW 42.30.110(1)(b).

Council adjourned to Executive Session at 10:40 pm. They returned at
Meeting adjourned at 11:15 pm. No action was taken.

_____ _____

Melonie Anderson, City Clerk Donald L. Gerend, Mayor

STUDY SESSION NOTES

Study Session
July 14, 2009

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

Public Comment

Topics

- ✓ Presentation: Thompson and Inglewood Basin Studies
- ✓ Presentation: Stormwater/NPDES GAP Analysis update
- ✓ Update: Pine Lake Study
- ✓ Update: Neighborhood Traffic Management Plan
- ✓ Pavement Management Program

Council Reports

City Manager Report

Close Study Session **10:00 pm**

PRELIMINARY

COUNCIL MINUTES

Regular Meeting

July 21, 2009

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Jack Barry, Councilmembers Mark Cross, Lee Fellinge, Kathleen Huckabay, Michele Petitti and Nancy Whitten.

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

Roll Call/Pledge

Roll was called. Councilmember Cross led the pledge.

Public Comment

Approval of Agenda

MOTION: Councilmember Cross moved to amend the the agenda by removing item #5 Sammamish Landing Master Plan/Berger from the consent agenda and move it to the beginning of unfinished business. Councilmember Fellinge seconded. Motion carried unanimously 7-0.

Consent Calendar

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

Approval: Claims for period ending July 21, 2009 in the amount of $1,278,962.28 for

Check No. 24006 through Check No. 24140

Contract: City hall Door Repair/Western Entrance Technology, LLC

Approval: GovDelivery

Amendment: Beaver Lake Park Master Plan/Berger

~~**Amendment: Sammamish landing Master Plan/Berger**~~

Authorization: Contract Award Chip Seal

Authorization: Proceeds Distribution Bellevue Jail Property Sale

MOTION: Councilmember moved to approve the consent calendar as amended. Motion carried unanimously 7-0.

Unfinished Business

Sammamish Landing Master Plan
City manager Yazici reported that the purpose of the $7900 amendment to the contract with Berger is to conduct a survey on the south side of the Sammamish Landing property to determine the correct boundary of public ownership. Councilmember Cross expressed his concerns regarding the Master Plan.

Parks Director Jessi Richardson updated Councilmember Cross on the Master Plan, public meetings and a preferred alternative plan that will be coming back to council for consideration on September 21st and that the plan will be substantially revised from the original.

MOTION: Councilmember Huckabay moved to authorize the City Manager to execute a contract in the amount of $7900 with the Berger Partnership for additional survey work for the Sammamish Landing Master Plan. Councilmember Cross seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading Annexing Rosemont At Timberline Subdivision Effective July 31st 2009 (O2009-262)

Community Development Director/Assistant City Manager Kamuron Gurol gave the staff report. This is the last council action for the annexation of Rosemont at Timberline Subdivision capstone ordinance. The effective date of the ordinance will be July 31st.

MOTION: Councilmember Fellinge moved to adopt an ordinance **(O2009-262)** Annexing Rosemont at Timberline Subdivision. Councilmember Petitti seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading Amending Title 14a Of The Sammamish Municipal Code (O2009-263)

Community Development Director/Assistant City Manager Kamuron Gurol gave the staff report. The amendment to the ordinance would allow a little more leniency for developers/homeowners to pay road and park impact fees. The original ordinance required all fees to be paid at building permit issuance; the revised language will allow a deferred payment at time of lot/house sale with the fee paid through escrow. The sunset clause has been set to expire December 30, 2010.

MOTION: Councilmember Fellinge moved to approve Ordinance O2009-263 amending Title 14a of the Sammamish Municipal Code. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Community Development Director/Assistant City Manager Kamuron Gurol presented a PowerPoint presentation (Available on the City's website www.ci.sammmaish.wa.us) providing an overview of City Council Policy Direction for the Shoreline Master Plan (SMP). Urban Conservancy and Ordinary High Water Mark information was presented, discussed and included in the packet as the City Council had requested. Next steps, proposed designation changes, individual landowner changes, and effects of Urban Conservancy were also discussed. SMP designations have been renamed from Rural to Shoreline Residential and Conservancy to Urban Conservancy. Mr. Gurol walked Council members through the next steps and reiterated that the Draft SMP is scheduled to be completed early August and the final version completed in September. A public informational meeting is tentatively scheduled for August 17th, the public hearing before the City Council is scheduled for September 1, 2009 and adoption of the final SMP is scheduled for September 22nd. He welcomed Council Members to attend the public informational meeting.

Public Comment:

Peter Scontrino 21832 SE 28th Street: He requests that Council eliminate all shoreline enhancement zones in the City of Sammamish SMP.

Mike Collins 2841 E. Lake Sammamish Parkway NE: He commended the City Council on all their hard work on the SMP. He offered to help out in any way he could to finalize the SMP.

Dwight Martin 5101 Sammamish Parkway NE: He requested Council use the 2700 OHWM elevation, as he suggests that it is more consistent with the Army Corp of Engineers and King County. (Comments submitted by Dwight Martin can be made by requesting the City Clerk's Office.)

Gary Smith 5011 E. Lake Sammamish Parkway NE: He discussed shoreline residential and urban conservancy zoning. He has concerns that the Planning Commission recommended zoning of his property (and his neighbor) is now being revised from shoreline residential and changing it back to urban residential.

Mr. Gurol explained that the Planning Commission recommendation for his property to be zoned shoreline residential have not been modified by the City Council. There is no proposal to change the designations for the two lots discussed by Mr. Smith.

Rory Crispin 3023 East Lake Sammamish Parkway SE: He suggests best available science and the goals of the SMA and reduced dock sizes.

Reid Brockway: He commented on May 19th SHO City revised version of the SMP and the time and effort spent on it.

Linda Eastlick 2032 222nd Avenue SE: She commented on policy direction from July 7th on shoreline stabilization. She has concerns with the shoreline to retreat naturally and putting the burden on those who do not have a bulkhead. Suggests it's not necessarily a natural process where there is surface water that washes away the shore in period of heavy rainfall. She encourages green shorelines approach be used, where there is not a form of stabilization. She also commented on the interior setbacks.

Mary Joe 21911 SE 20th Street: She encouraged the Council mimic the City of Redmond's shoreline plan, which was accepted by the Department of Ecology, particularly on buffers and setbacks and the impacts to homeowners and their property.

Michael Pizzo 3123 East Lake Sammamish Parkway SE: Has concerns with Urban Conservancy designations.

There was discussion amongst Council Members and revisions made to the policy direction, which is depicted down below.

City Council Policy Decisions Shoreline Master Plan

City Council Direction from July 21, 2009 meeting

Council Policy Direction from July 21, 2009 (new)

- **All lakes**
  - Public access will be offered by way of public lands (confirmed).
  - Replacement of existing bulkheads will be allowed (confirmed).
  - Retain the designation of Urban Conservancy as mapped in the Planning Commission recommended draft.
  - Consider designing incentives to promote the retention of vegetation within the Urban Conservancy.
  - Delete the requirement for 200 foot spacing between docks within the Urban Conservancy.
  - Delete the prohibition on subdivision within the Urban Conservancy.
  - The Ordinary High Water Mark will be determined by site specific review as defined by the state guidelines.
- Lake Sammamish
  - The City will conduct a study to establish a default Ordinary High Water Mark for purposes of administration.
- Pine and Beaver Lakes
  - Subdivision of parcels on Pine and Beaver Lake must maintain a minimum lot width of 50 feet at the shoreline (confirmed).

Council Policy Direction from July 7, 2009 (updated after July 21, 2009 to reflect additional Council direction)

- **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.
- 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 the bulkhead will result in ecological harm (staff to review further)
- Ensure that trigger and threshold issues (in regard to maintenance and rebuilding) are clearly articulated in the CC draft

- **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

Council will consider the following issues on July 7

- Urban Conservancy Designations
- OHWM

Council requests for further information

- 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
- Assessment of Urban Conservancy sites and analysis of the possible increase in docks if the 200 foot spacing is not adopted

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Council Policy Direction from June 16, 2009

- All lakes
  - Use citywide standards for impervious surface limits.
  - Allow subdivision of Urban Conservancy designated lots.
  - Physical and visual access is made available to the public by way of existing public parks, and potentially through street ends and other public lands.
  - Demonstrated need is not necessary for permitting of private residential docks.
  - WDFW approved materials are required for all dock repairs requiring permits.
  - No additional SMP regulation on spacing of private residential docks in the Urban Conservancy.

- Lake Sammamish
  - Interior side yard setbacks to total 15% of lot width, with a minimum 5 foot width for sides of structure.
  - Features per private dock:
    - 1 float
    - 2 boat lifts and 2 PWC lifts OR 4 PWC lifts
  - Features per private joint-use dock:
    - As above, plus:
    - 1 extra boat lift and 1 extra PWC lift

- Pine and Beaver Lake
  - Minimum lot width required for subdivision within Shoreline Jurisdiction: 50 feet
  - Restrict division of lot edge along waterfront edge
  - New lifts are prohibited
  - Existing lifts are “grandfathered”
  - Interior setbacks per zoning code

Council will consider the following issues on July 7

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

Council requests for further information

- Ordinary High Water Mark

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

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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

Council Reports

Councilmember Fellinge: He attended Shakespeare in the Park last week and encouraged everyone to attend. He attended National League of Cities and discussed the cash crises in other states, pension spiking and increased pay for public sector vs. private sector.

Councilmember Petitti: She commented on support for the art commission. She is discouraged that there has been no resolution on the Freed House.

Councilmember Huckabay: She commented on the Freed House and the Kellman House. She attended regional transit meeting last week.

Mayor Gerend: Attended the WRIA 8 meeting last week. He updated the Council on the King Conservation District special assessment proposal and how the funds are split. Mayor Gerend drafted a letter to the King Conservation District opposing the reduction and lack of clarity that is currently being proposed.

City Manager Report

City Manager Yazici reported that a Commute Trip Reduction grant in the amount of $500,000, along with several cities is being applied for. It requires the city to match $250,000. The City of Sammamish share is $21,487.00 over three years and because there are existing programs that are currently in place, it does not require the City to come up with hard cash.

He explained to Council the Lower Sammamish Commons project is requiring some additional excavating because of the soil conditions. There will be some additional costs associated with the additional work. There is a contingency fund associated with this project, granting the City Manager approval and signing authority for additional work.

Executive Session – Personnel pursuant to RCW 42.30.110 (1)(g) and Property Acquisition pursuant to RCW 42.30.110 (1)(b)

Mayor Gerend announced that the session may last an hour or longer and there will action following.

Council retired to Executive Session at 9:40 p.m. and returned at 11:25 p.m.

Councilmember Fellinge spoke on behalf of the entire City Council regarding the City Manager's evaluation. City Manager Yazici received a stellar evaluation.

MOTION: to adjourn. Motion carried unanimously 7-0.

Meeting adjourned at 11:30 pm

_____ _____

Stacy Herman, Deputy City Clerk Donald L. Gerend, Mayor

CITY COUNCIL AGENDA BILL

Subject: Shoreline Master Program Update and Associated Critical Areas Amendments
First Reading and Continued Public Hearing

Meeting Date: September 1, 2009

Date Submitted: August 26, 2009

Originating Department: Community Development

Clearances:

☒ **City Manager** ☐ **Police**

☐ **Public Works** ☐ **Fire**

☒ **Building/Planning** ☒ **Attorney**

Action Required:
Open Public Hearing and Receive Testimony
Close Public Hearing, and begin deliberations

Exhibits:

1. Ordinance Shoreline Master Plan (SMP)
2. Attachment A-SMP
   http://www.ci.sammamish.wa.us/files/document/5782.pdf
   Designation Maps
   http://www.ci.sammamish.wa.us/files/document/5776.pdf
   http://www.ci.sammamish.wa.us/files/document/5777.pdf
   http://www.ci.sammamish.wa.us/files/document/5778.pdf
   http://www.ci.sammamish.wa.us/files/document/5779.pdf
3. Ordinance and Attachment A-Critical Areas Amendments
4. SEPA DNS
5. Cumulative Impact Analysis Executive Summary
6. Staff memorandum
7. Council direction summary, staff notes
8. Requests for re-designation table

Associated Maps
http://www.ci.sammamish.wa.us/SMP/CCRedesignationRequests.aspx

Budgeted Amount: N/A

Summary Statement:

The City's Shoreline Master Program (SMP) is proposed to be amended for compliance with State Shoreline Management Act Guidelines as set forth in the Washington Administrative Code 173-27. All jurisdictions in the State of Washington with state shorelines (lakes with surface areas greater or equal to 20 acres and streams with flow of 20 cubic feet per second) are required to undertake this process. The city's shorelines are

currently regulated under the existing SMP, which has been in place with King County since 1978 and with the City of Sammamish since its incorporation. Companion amendments to the Critical Areas Ordinance are included for consistency with the update.

Background:
After an extensive public process, the Planning Commission recommended adoption of amendments. The City Council public hearing was convened on March 17, 2009, and an additional public hearing session was held on June 2, 2009. The public hearing was continued to September 1, 2009. The City Council Review Draft includes additional amendments to the plan to be consistent with council direction.

Financial Impact:
N/A

Recommended Motion:
Motion to close the public hearing.

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2009 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING THE 2009 SAMMAMISH SHORELINE MASTER PROGRAM AND REPLACING THE KING COUNTY SHORELINE MASTER PROGRAM ADOPTED BY KING COUNTY ORDINANCE 3688; AMENDING THE CITY OF SAMMAMISH COMPREHENSIVE PLAN; ADOPTING SHORELINE MAPS; AND CODIFYING THE SHORELINE MASTER PROGRAM INTO TITLE 25 OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 2009;

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City has not adopted a Shoreline Master Program to replace the King County Shoreline Master Program, originally adopted by King County Ordinance 3688 on May 1, 1978; and

WHEREAS, the State of Washington passed the Shoreline Management Act of 1971 governing the adoption of Shoreline Master Programs, as currently set forth within Chapter 58 of Title 90 of the Revised Code of Washington, and subject to the Washington State Department of Ecology's administrative rules contained within Title 173 of the Washington Administrative Code; and

WHEREAS, the City applied for, and obtained a grant from the Washington State Department of Ecology in March of 2006 to assist in the preparation and adoption of a 2009 Sammamish Shoreline Master Program; and

WHEREAS, the City has completed the preparation of supporting information and background material for the 2009 Shoreline Master Program; and

WHEREAS, the City Council adopted lake buffers and other protections associated with Lake Sammamish, Pine Lake, and Beaver Lake as part of Ordinance O2005-193; and

WHEREAS, the new Shoreline Master Program provides for protection and development standards on Lake Sammamish, Pine Lake, and Beaver Lake that are equivalent to, or

provide greater protection than, the protection and development standards contained within Ordinance O2005-193; and

WHEREAS, the City Council intends to repeal those portions of Ordinance O2005-193 that provide for the lake buffers and other protections associated with Lake Sammamish, Pine Lake, and Beaver Lake concurrent with the adoption of the 2009 Sammamish Shoreline Master Program; and

WHEREAS, development applications are reviewed for compliance with these regulations; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed 2009 Shoreline Master Program and associated SMC 21A.50 (Critical Areas) amendments was issued on August 26, 2009; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Sammamish Shoreline Master Program was received by the State of Washington Department of Community, Trade and Economic Development on August 11, 2009; and

WHEREAS, the public process for the proposed amendments has provided for extensive public participation opportunities at more than twenty public meetings and hearings before the Planning Commission and City Council as well as a number of public open houses, and dialogue sessions between June of 2007 and July of 2009; and

WHEREAS, the Planning Commission held public meetings and public hearings in 2007 and 2008 and forwarded a recommend Sammamish Shoreline Master Program to the City Council on January 6, 2009; and

WHEREAS, the City Council considered the proposed Sammamish Shoreline Master Program at a City Council public hearing on March 17, 2009, which was continued on June 2, 2009, and September 1, 2009; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Shoreline Master Program. The 2009 Sammamish Shoreline Master Program set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Repeal of Title 25 of the Sammamish Municipal Code. Title 25 of the Sammamish Municipal Code, which contains portions of the King County Shoreline Master Program adopted by King County Ordinance 3688, is hereby repealed.

Section 3. Codification of the Shoreline Master Program. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Sammamish Shoreline Master Program within Title 25 of the Sammamish Municipal Code for ease of use and reference.

Section 4. Interpretation. The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the 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.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall be transmitted to the Washington State Department of Ecology for review and approval. This ordinance shall become effective on the date that the Department of Ecology issues formal approval of the ordinance.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____DAY OF _____ 2009.

CITY OF SAMMAMISH

_____
Mayor Don Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:
Public Hearing:
First Reading:
Public Hearing:
Passed by the City Council:
Date of Publication:
Effective Date:

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2009 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 21A.50 (ENVIRONMENTALLY CRITICAL AREAS), OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the adopted City of Sammamish Comprehensive Land Use Plan supports the protection of environmentally critical areas through the adoption of development regulations; and

WHEREAS, the City Council adopted Ordinance O2005-193, which amended the Sammamish Municipal Code to update the City's environmentally critical area regulations to meet the requirements of RCW 36.70A.020, RCW 36.70A.172, and WAC 365-195-900 through 925; and

WHEREAS, prior to adopting Ordinance O2005-193, the City Council undertook an extensive Best Available Science (BAS) review and public process in accordance with the requirements of the GMA, developed Sammamish Municipal Code amendment drafts, prepared environmental documents in accordance with the requirements of the State Environmental Policy Act (SEPA), and held meetings and hearings throughout the code development process; and

WHEREAS, the City Council intends to adopt a new Shoreline Master Program on September 15, 2009, consistent with the requirements of RCW 90.58, WAC 173-26, and WAC 173-27; and

WHEREAS, the new Shoreline Master Program provides for protection and development standards on Lake Sammamish, Pine Lake, and Beaver Lake that are equivalent to, or provide greater protection than, the protection and development standards contained within Ordinance O2005-193; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed 2009 Shoreline Master Program and associated SMC 21A.50 (Critical Areas) amendments was issued on August 26, 2009; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Sammamish Shoreline Master Program was received by the State of Washington Department of Community, Trade and Economic Development on August 18, 2009; and

WHEREAS, development applications are reviewed for compliance with these regulations; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities; and

WHEREAS, the City Council considered the proposed amendments at a City Council public hearing conducted on September 1, 2009.

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

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

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall be transmitted to the Washington State Department of Ecology for review and approval. This ordinance shall become effective on the date that the Department of Ecology issues formal approval of the ordinance.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____DAY OF _____ 2009.

CITY OF SAMMAMISH

_____

Mayor Don Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk:
Public Hearing:
First Reading:
Public Hearing:
Passed by the City Council:
Date of Publication:
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ATTACHMENT A

SMC 21A.50.060(1) - Partial Exemptions.
SMC 21A.50.210 - Building Setbacks.
SMC 21A.50.290(2) - Wetlands – Development Standards.
SMC 21A.50.351 - Lakes and ponds – Development standards.
SMC 21A.50.352 - Lake Sammamish buffer – Permitted alterations.

"Plain Text" is existing code language
"~~Strikethrough Text~~" is existing language that will be deleted
"Underline Text" is code language that will be added

21A.50.060 Partial exemptions.

(1) The following developments, activities and uses are exempt from the review process of this chapter, except for the notice on title provisions, SMC 21A.50.180 and 21A.50.190, and the frequently flooded areas provisions, SMC 21A.50.230, and provided such exempt activities are otherwise consistent with the purpose of this chapter and other applicable regulations. The director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of this chapter.

(a) Structural modification of, addition to or replacement of existing legally created structures, except single detached residences in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, lakes, ponds, ~~or~~ landslide hazard areas, or shoreline setbacks required by the Sammamish Shoreline Master Program, if the modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described building setback area, critical area or buffer.

(b) Structural modification of, addition to or replacement of legally created single detached residences and improvements constructed on existing associated legally created impervious surfaces in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, lakes, ponds, ~~or~~ landslide hazard areas, or shoreline setbacks required by the Sammamish Shoreline Master Program if the modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the above-described buffer or building setback area by more than 1,000 square feet over that existing before November 27, 1990, and no portion of the modification, addition or replacement is located closer to the critical area or, if the existing residence is in the critical area, extends farther into the critical area.

(c) Maintenance or repair of structures that do not meet the development standards of this chapter for landslide or seismic hazard areas if the maintenance or repair does not increase the footprint of the structure and there is no increased risk to life or property as a result of the proposed maintenance or repair.

(d) Select Vegetation Removal Activities. The removal of the following invasive vegetation is allowed with hand labor and/or light equipment; provided, that the appropriate erosion-control measures are used and the area is replanted with native vegetation according to a restoration or enhancement plan that has been approved by the City of Sammamish:

(i) Noxious weeds as identified by Washington State or King County noxious weed lists;

(ii) Himalayan blackberry (Rubus discolor, R. procerus);

(iii) Evergreen blackberry (R. laciniatus);

(iv) Ivy (Hedera spp.); and

(v) Holly (Ilex spp.), laurel, Japanese knotweed (Polygonum cuspidatum), or any other species on the King County noxious weed list.

Removal of any native vegetation or woody debris from a critical area is prohibited unless the action is part of an approved alteration.

(e) Conservation, Preservation, Restoration and/or Enhancement.

(i) Conservation and preservation of soil, water, vegetation, fish and other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing critical area or buffer; and

(ii) Restoration and enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area or buffer; that actions improve and do not reduce the existing quality or functions of the critical areas or buffers; and that actions are implemented according to a restoration or enhancement plan that has been approved by the City of Sammamish.

…

21A.50.210 Building setbacks.

Unless otherwise provided, buildings and other structures shall be set back a distance of 15 feet from the edges of a critical area buffer. ~~The setback from the Lake Sammamish buffer shall be five feet; provided, that the setback shall not be less than required by this chapter or the shoreline master program, whichever is greater.~~ The following may be allowed in the building setback area:

(1) Landscaping;

(2) Uncovered decks;

(3) Building overhangs if such overhangs do not extend more than 18 inches into the setback area;

(4) Impervious ground surfaces, such as driveways and patios; provided, that such improvements may be subject to special drainage provisions adopted for the various critical areas; and

(5) Trails.

21A.50.290 Wetlands – Development standards.

…

~~(2) Wetlands located entirely waterward of the ordinary high water mark of a lake or pond shall be regulated by the buffer and development standards provided for lakes and ponds in SMC 21A.50.351 and 21A.50.352, and by the adopted shoreline master program.~~

…

21A.50.351 ~~Lakes and p~~Ponds – Development standards.

~~A development proposal on a parcel or parcels containing a lake, pond or associated buffer or setback shall meet the following requirements:~~

~~(1) Lake Sammamish Buffer. A 45-foot standard buffer shall be established from the ordinary high water mark, as defined by the Shoreline Management Act, of Lake Sammamish; provided, that up to 25 percent, or no less than 15 feet, of the lake frontage may be used for shoreline access.~~

~~(2) Increased Lake Sammamish Buffers. The department may require the Lake Sammamish buffer to be increased when necessary to protect other fish and wildlife habitat conservation areas. Where the lake exists adjacent to a stream or wetland located~~

landward of the ordinary high water mark, the standards that provide greater protection shall prevail. Where the lake buffer includes a landslide hazard area, the buffer width shall be the greater of either the lake buffer or 25 feet beyond the top of the landslide hazard area.

(3) Lake Sammamish Buffer Reduction. The Lake Sammamish buffer may be reduced when buffer reduction impacts are mitigated using any combination of the following mitigation options and result in equal or greater protection of lake functions. In no case shall the buffer be less than 15 feet. The Lake Sammamish buffer may be reduced by:

(a) Fifteen feet for:

(i) Removal of an existing bulkhead located at, below, or within five feet landward of the lake's ordinary high water mark (OHWM) and subsequent restoration of the shoreline to a natural or seminatural state, including restoration of topography, soil composition, and vegetation;

(ii) Restoration of shoreline to a natural or seminatural state if no bulkhead is present, but other existing unnatural shoreline contours are present; or

(iii) Preservation of existing natural shoreline conditions if no bulkhead or other unnatural shoreline features are present;

(b) Ten feet for preservation of existing trees and native vegetation or restoration of native vegetation, as necessary, in the remaining Lake Sammamish buffer to be retained along at least 75 percent of the site's lake frontage. Up to 25 percent by area of preserved and/or restored vegetation can be comprised of noninvasive, nonnative vegetation. Up to 25 percent, or no less than 15 feet, of the lake frontage may be used for shoreline access; provided, that access areas are located to avoid areas of greater sensitivity and habitat value. Restoration of native vegetation shall consist of a mixture of trees, shrubs and groundcover and be designed to improve habitat functions;

(c) Five feet for preservation of existing native vegetation or restoration of native vegetation, as necessary, in the minimum five-foot-wide nearshore area below the lake's ordinary high water mark (OHWM);

(d) Five feet for preparation of, and agreement to adhere to, a shoreline vegetation management plan that includes appropriate limitations on the use of fertilizer, herbicides, and pesticides as needed to protect lake water quality; and

(e) Five feet for limiting lawn area to no greater than 20 percent of the lot area. Landscaped areas outside of the lawn and buffer areas shall be maintained or planted in noninvasive vegetation.

(4) Other Lakes and Naturally Occurring Ponds – New Residence Setback and Tree Retention.

(a) A 50-foot building setback for new residences shall be established from the ordinary high water mark (OHWM), as defined by the Shoreline Management Act, for lakes and naturally occurring ponds, that are and is other than Lake Sammamishnot otherwise regulated by the Sammamish Shoreline Master Program.

(b) On lots abutting a lake or pond or containing the 50-foot setback area, 25 percent of existing significant trees shall be retained on-site. Half of the significant trees to be retained shall be located within the 50-foot building setback area. Where

half of the trees to be retained are not present within the setback area, the remaining number may be retained elsewhere on-site.

~~21A.50.352 Lake Sammamish buffer – Permitted alterations.~~

~~Alterations to the Lake Sammamish buffers are not allowed, except as provided for by complete exemptions, partial exemptions and exceptions in this chapter or as allowed for by this section.~~

~~(1) New development and uses shall be prohibited from the Lake Sammamish buffer, except as provided for in this chapter. Developments associated with water-dependent and water-enjoyment uses allowed by the shoreline master program are not required to meet the required buffer; provided, that the placement of structures, storage, and hard surfaces within the buffer shall be limited to the minimum necessary for the successful operation of the use. In no case shall surface parking be allowed within the lake buffer;~~

~~(2) Surface water management activity or facility, such as an energy dissipater and associated pipes, is allowed in the Lake Sammamish buffer only if the applicant demonstrates, to the satisfaction of the department, that:~~

~~(a) No reasonable alternative exists; and~~

~~(b) The functions of the lake and related buffer are not adversely affected;~~

~~(3) Public and private trails are allowed in the Lake Sammamish buffer consistent with the standards and requirements in this chapter, development standards in Chapter 21A.30 SMC, and requirements elsewhere in the SMC. Proposals for constructing viewing platforms, associated access trails, and spur trails must be reviewed by a qualified professional and a critical areas study may be required;~~

~~(4) A dock, pier, moorage, float, or launch facility may be allowed, subject to the provisions of SMC Title 25;~~

~~(5) Enhancement and Restoration. Lake buffer enhancement or restoration not associated with any other development proposal may be allowed if accomplished according to a plan for its design, implementation, maintenance and monitoring prepared by and carried out under the direction of a qualified professional. Restoration or enhancement must result in a net improvement to the functions of the lake ecosystem;~~

~~(6) Restoration Required. Restoration shall be required when the lake buffer is altered in violation of law or without any specific permission or approval by the City. A mitigation plan for the restoration shall conform to the requirements of this chapter; and~~

~~(7) Development may be further regulated by the adopted shoreline master program. (Ord. O2005-193 § 1)~~

City of Sammamish Washington

Community Development Department

801 228th Ave SE • Sammamish, Washington 98075 • Tel: 425.295.0500 • Fax: 425.295.0600 • Web: www.ci.sammamish.wa.us

City of Sammamish Shoreline Master Program and associated changes to the Environmentally Critical Areas Code (SMC21A.50) Determination of Non-Significance (DNS) and Adoption of Existing Environmental Documents

Description of proposal: The City of Sammamish is adopting a new Shoreline Master Program as required by state law. As part of this adoption certain amendments are also being made to the Environmentally Critical Areas section of the Municipal Code SMC 21A.50. The new SMP has been written to meet the requirements of state statute (RCW90.58) and associated administrative code (WAC173-26, and 173-27) and to achieve the goal of "no net loss" of environmental functions and values.

Proponent: City of Sammamish, Department of Community Development

Location of proposal: The Sammamish Municipal Code is applicable within the corporate boundaries of the city. The Sammamish Shoreline Master Program is applicable within 200 feet of Pine and Beaver Lakes and Lake Sammamish and their associated wetlands.

Lead agency: City of Sammamish, Department of Community Development

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2) (c). This decision was made after review of a completed environmental checklist, non project supplemental questions and responses (non-project review form), and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted in writing and received by the deadline described below.

Documents incorporated by reference: Final Shoreline Master Program Restoration Plan, January 2008; Draft Shoreline Inventory and Characterization Report, June 2007; and the Cumulative Impacts Analysis, dated August 2009.

Titles, Agency, Adoption Dates and Descriptions of documents being adopted:

The following documents describe, on a programmatic level, the natural, shoreline, and built environmental features, functions, and values located in the City of Sammamish, and the impacts associated with planned development consistent with the adopted Sammamish Comprehensive Plan:

- City of Sammamish Comprehensive Plan FSEIS (02/03) and FSEIS (09/03).
- Critical Areas Ordinance DNS issued (09/05)

If the documents being adopted have been challenged (WAC 197-11-630), please describe:

N/A

The documents are available to be read at:

City of Sammamish
Department of Community Development
801 228th Ave SE
Sammamish, WA 98075
425.295.0500

Agency adopting the documents: City of Sammamish, Department of Community Development

Date of issuance: August 26, 2009.

Responsible official:

Kamuron Gurol, Director
Department of Community Development
801-228th Ave SE
Sammamish, WA 98075
425.295.0500

8/21/09

Date Signature

Contact person:

Maren Van Nostrand, Environmental Planner
Department of Community Development
801-228th Ave SE
Sammamish, WA 98075
425.295.0538

You may comment on this determination. Send comments to:

SEPA Responsible Official
City of Sammamish
801 - 228th Ave SE
Sammamish, WA 98075

Deadline: Comments must be received at the address above by September 10, 2009 at 5pm per SMC 20.15.070.

EXECUTIVE SUMMARY

The City of Sammamish is updating its Shoreline Master Program (SMP) (known as Title 25 of the Sammamish Municipal Code) to comply with the Washington State Shoreline Management Act of 1972[1] and the state's shoreline guidelines[2]. As part of this effort, the City is required to evaluate the cumulative impacts of "reasonably foreseeable" future development to verify that the proposed policies and regulations for managing its shorelines are adequate to ensure 'no net loss' of shoreline functions. The Cumulative Impact Analysis provides a planning-level assessment of the effects on the shoreline environment resulting from activities and development under the proposed update of the Sammamish Shoreline Master Program (SMP).

As directed by the state guidelines, the City prepared this Cumulative Impacts Analysis to consider and evaluate[3]:

1. Current circumstances affecting the shorelines and relevant natural processes (Chapters 2 and 3 of this report);
2. Reasonably foreseeable future development and use of the shoreline (Chapters 4 and 5); and
3. Beneficial effects of established or proposed plans and programs under other local, state, and federal laws (Chapter 6).

The analysis conducted for this report includes detailed evaluation of the potential effects of subdivision of property and effects caused by unregulated activities, developments that are exempt from a shoreline substantial development permit, and residential bulkheads, residential piers, and runoff from newly developed properties.

The Sammamish shorelines are largely developed with residential uses. There are limited opportunities for new development within the 200-foot shoreline jurisdiction. Therefore, major changes in development patterns or use are unlikely. Much of the foreseeable development activity will be redevelopment of existing structures.

For all foreseeable development, the Sammamish SMP includes standards and procedures for evaluating the effects of specific development actions on a case-by-case basis before individual shoreline development projects are approved. To achieve no net loss, the SMP requires each project to avoid impacts, but where that is not possible, to minimize them, then replacing damaged resources through mitigation efforts. The proposed development

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[1] Revised Code of Washington (RCW) 90.58

[2] Washington Administrative Code (WAC) 173-26, Part III

[3] WAC 173-26-186(8)(d)

standards and mitigation requirements will ensure that new residential development, as it occurs over time, will not affect shoreline resources.

The report demonstrates that commonly occurring shoreline activities and developments within the City will not result in a net loss of ecological functions compared to 'baseline' or today's conditions (see Chapter 7 for additional detail)[4]. The Sammamish SMP has been developed in accordance with the state shoreline guidelines and is consistent with the shoreline management goals and policies established by the Shoreline Management Act. The SMP proposes new shoreline environment designations and development standards for shoreline modifications and uses and establishes strong protections for shoreline functions and processes. The standards restrict activities that would cause adverse impacts to the shoreline environment, require mitigation for allowable impacts, encourage other low impact development (LID) strategies, and provide incentives to restore existing shoreline resources where they would benefit from improvements.

Based on the assessment of these factors, it is anticipated that the individual development actions taken over time in accordance with the proposed update of the Sammamish SMP are not likely to result in a net loss of shoreline ecological functions from existing baseline conditions.

[4] For this planning-level assessment, the baseline conditions are the conditions that are generally identified and described in the City's Final Shoreline Inventory and Characterization Report (ESA Adolfson, June 2007).

Memorandum

DATE: August 26, 2009

TO: Ben Yazici, City Manager

FROM: Kamuron Gurol, Community Development Director

SUBJECT: Sammamish Shoreline Master Program (SMP) Update

On August 17, 2009 staff held a public informational meeting on the City Council Review Draft of the Shoreline Master Program (SMP) update. Our goal was to provide information and answer questions to ensure that the residents and stakeholders had accurate information for the continued public hearing on September 1, 2009. Table topics included Pine and Beaver lakes, setbacks and mitigation, non-conformance, and new issues, including stormwater.

This memo summarizes several issues discussed at the August 17th meeting and others that staff recommends the Council consider as it completes the SMP update process. Following the completion of public testimony on September 1st, we suggest that the Council also review this memo and provide staff with guidance on the topics herein.

Non-conformance

Concern 1: That all legally established but non-conforming uses and improvements would be required to come into compliance with the SMP.

The SMP does not require that all legal non-conforming uses come into compliance. Generally, when a property owner modifies the footprint of a single family home (SFR) or other improvement, the city's adopted policy is that modification cannot increase the amount of non-conformance, except as specifically allowed by code.

For example, an addition to a residence that is non-conforming with regard to the shoreline setback may be required to improve the vegetation enhancement area (VEA) or make other improvements to the shoreline area. However, the SFR is not required to be relocated, and expansions are allowed in accordance with the criteria identified in the SMP.

Concern 2: That maintenance and repair of existing legal non-conforming uses and improvements might be restricted.

The SMP specifically allows for maintenance and repair of legal non-conforming uses and improvements. For example, a legally constructed stair from a dock to the shoreline could be maintained or replaced in kind.

Concern 3: That the presence of a legal non-conforming use will interfere with the purchase and sale of property.

Staff is not aware of any case where the presence of a legal non-conforming use or improvement has interfered with the purchase and sale of a single family home. Occasionally, staff has taken calls from underwriting companies inquiring about legal non-conforming structures and uses. Staff responds and confirms the allowance to maintain, repair or replace in kind those structures and uses.

Concern 4: That any modification to an existing legal non-conforming use could trigger shoreline vegetation enhancement requirements.

The SMP requires that some expansions of existing legal non-conforming uses be accompanied by shoreline vegetation enhancement area (VEA). However, not all modifications result in this requirement. For example, interior remodels and second story additions within the existing footprint of the house do not trigger a VEA. The VEA would only be triggered by larger footprint expansions (beyond the 200 square foot exemption discussed below) to residences that are currently located wholly or partly within the shoreline setback.

Footprint vs. envelope

Residents were concerned with SMP terms relating to expansion "footprint" or building "envelope". The expansion provisions that trigger a VEA should refer to the "footprint" that creates additional impervious surface. Staff recommends that this be clarified in the final version of the SMP adopted by the Council.

200 square foot exemption

Staff notes that the exemption for expansion of an existing structure by 200 SF should have language that ensures the exemption is not used more than once. To restate, the first 200 SF of an expansion would be exempt from implementation of a VEA. A larger or subsequent expansion would then trigger the VEA to be provided. Staff suggests the Council consider language that limits the exemption to a one-time use.

Joint use docks

The Council's policy direction was to require joint use docks for new subdivisions in the Urban Conservancy designation. This provision was unintentionally omitted from the Council Draft SMP and should be included in the final version adopted by the Council. Staff notes that the current SMP effectively requires joint use docks for all subdivisions. Staff recommends that the Council consider retaining this requirement for subdivisions in Shoreline Residential as well for those in Urban Conservancy.

Tree removal and replacement

Pine and Beaver Lakes: There is an 80% tree retention requirement for the 200 foot shoreline jurisdiction area on Pine and Beaver lakes. The Planning Commission draft proposed that a reduction to 50% be allowed with a two-to-one (2:1) replanting ratio. This was inadvertently omitted from the Council Review draft. Staff recommends that this or another similar provision be included in the final version adopted by the Council.

All Lakes: It is recommended that clarification be included in the final SMP that if significant trees are located within a VEA, they would be required to be retained, with the exception of hazardous trees. Additionally, a replanting requirement for hazard tree removal could be included.

Schedule

Citizens may continue to testify at the public hearing scheduled on September 1, 2009. Written comments may be sent to the City and will be accepted through the end of the City Council hearing. Council deliberations are planned to begin on September 1 or 8, with a goal of adoption by September 8 or 15.

Please let me know if I can provide you with additional information.

Final
Shoreline Master Program Staff Notes reflecting City Council Policy Direction from June 2, 16, July 7, and 21, 2009

Council Policy Direction from July 21, 2009 (new)

- **All lakes**
  - Public access will be offered by way of public lands (confirmed).
  - Replacement of existing bulkheads will be allowed (confirmed).
  - Retain the designation of Urban Conservancy as mapped in the Planning Commission recommended draft.
  - Consider designing incentives to promote the retention of vegetation within the Urban Conservancy.
  - Delete the requirement for 200 foot spacing between docks within the Urban Conservancy.
  - Delete the prohibition on subdivision within the Urban Conservancy.
  - The Ordinary High Water Mark will be determined by site specific review as defined by the state guidelines.
  - Subdivision of parcels on Pine and Beaver Lake must maintain a minimum lot width of 50 feet at the shoreline (confirmed).

- **Lake Sammamish**
  - The City will conduct a study to establish a default Ordinary High Water Mark for purposes of administration.

Council Policy Direction from July 7, 2009 (updated after July 21, 2009 to reflect additional Council direction)

- **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.
  - Do not require a CUP for shoreline stabilization, but balance this with additional vegetation requirement.
  - Ensure that trigger and threshold issues (in regard to maintenance and rebuilding) are clearly articulated in the CC draft.

- **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)
  - Allow Beach Clubs 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.

NOTE: Staff have revised these notes to reflect terminology used in the City Council Draft Shoreline Master Program.

Final
Shoreline Master Program Staff Notes reflecting
City Council Policy Direction from June 2, 16, July 7, and 21, 2009

- Reductions of the "Shoreline Setback," 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 the bulkhead will result in ecological harm (staff to review further).

- **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

Council will consider the following issues on July 7

- Urban Conservancy Designations
- OHWM

Council requests for further information

- 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
- Assessment of Urban Conservancy sites and analysis of the possible increase in docks if the 200 foot spacing is not adopted

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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.
  - Minimum lot width required for subdivision within Shoreline Jurisdiction: 50 feet
  - Restrict division of lot edge along waterfront edge
- **Lake Sammamish**
  - Interior side yard setbacks to total 15% of lot width, with a minimum 5 foot width for sides of structure.

NOTE: Staff have revised these notes to reflect terminology used in the City Council Draft Shoreline Master Program.

Final
Shoreline Master Program Staff Notes reflecting
City Council Policy Direction from June 2, 16, July 7, and 21, 2009

- 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**
  - 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 interest requirements for subdivision (RCW 58.17.110)
- Information regarding dock length/area regulations and fill for lifts (ACE and nearby jurisdictions)
- Information on Best Available Science regarding vegetation retention and impervious surfaces

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

- **Lake Sammamish**
  - Establish a "Shoreline Setback" of 45 feet.
  - Establish a "Shoreline Enhancement Area" of 15 feet.
  - Establish a 5 feet Building Setback Line (BSBL) from "Shoreline Setback."
  - Offer incentives that can reduce the "Shoreline Setback" down to 15 feet.

- **Pine and Beaver Lake**
  - Establish a "Shoreline Setback" 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 Setback".
  - 80% of significant trees within the Shoreline Jurisdiction would be retained.

NOTE: Staff have revised these notes to reflect terminology used in the City Council Draft Shoreline Master Program.

Final
Shoreline Master Program Staff Notes reflecting
City Council Policy Direction from June 2, 16, July 7, and 21, 2009

- **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 Setback" on all lakes**
  - Legal and conforming primary residences, existing entirely within or partially extended into the newly established "Shoreline Setback," 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 Setback" is not enlarged.
  - Any reconstruction, beyond in-kind, within the "Shoreline Setback" (voluntary or involuntary) triggers mitigation through vegetative restoration in the "Vegetation Enhancement Area".

    Lake Sammamish
  - Expansion of the portion of the primary structure residence located outside the "Shoreline Setback" is regulated by existing city code.

    Pine and Beaver Lakes
  - Expansion of the primary structure residence is subject to Shoreline VEA requirements.

Council requests for further information

- Community beaches
- Ordinary High Water Mark

NOTE: Staff have revised these notes to reflect terminology used in the City Council Draft Shoreline Master Program.

CITY COUNCIL AGENDA BILL

Subject:
East Lake Sammamish Parkway NE Phase 1B - NE 18th Place to 2200 Block – Construction Contract Award

Meeting Date: September 1, 2009

Date Submitted: August 26, 2009

Originating Department: Public Works

Clearances:

☒ **City Manager** ☐ **Police**

☒ **Public Works** ☐ **Fire**

☐ **Building/Planning** ☐ **Attorney**

Action Required:
Authorize the City Manager to award and execute a contract with SCI Infrastructure, LLC for construction of the East Lake Sammamish Parkway NE Phase 1B - NE 18th Place to 2200 Block and administer a construction contingency.

Exhibits:
1. Bid Results

Budgeted Amount: $15,866,500 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with SCI Infrastructure LLC for construction of the East Lake Sammamish Parkway NE Phase 1B Project - NE 18th Place to 2200 Block.

On August 5, 2009 the City of Sammamish publicly opened seven bids for the East Lake Sammamish Parkway Phase 1B project. SCI Infrastructure LLC submitted the lowest bid in the amount of $2,743,595.60. Staff has determined that SCI Infrastructure LLC is both responsive and responsible.

Background:

The City was successful in receiving $3.5M in Federal stimulus funding for the ELSP Phase 1B project. This funding was granted through an intensely-competitive regional evaluation

process. At the April 7 regular meeting, Council adopted Resolution, R2009-364, accepting these funds for use on the Phase 1B project.

The Phase 1B improvements will continue the ELSP roadway widening approximately one-quarter mile further north to the 2200 block. Similar to the Phase 1A improvements, the roadway will be widened to three lanes with either a center turn lane or raised landscape median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities are integrated into the roadway improvements. No illumination is included in this phase. This phase of East Lake Sammamish Parkway improvements include the widening and upgrades to the existing bridge.

Additional project background is included in the ELSP construction contract authorization agenda bill that was included in the December 16, 2008 agenda packet (`http://www.ci.sammamish.wa.us/ViewImage.aspx?AttID=5409`)

Financial Impact:

The cost of the construction of East Lake Sammamish Parkway Phase 1B plus the anticipated cost of the construction management is being reimbursed 100% by the $3.5 Million federal stimulus grant that the City Council accepted at the April 7 regular meeting (Council adopted Resolution, R2009-364).

Construction Contract (SCI)	$2,743,595.60
Construction Contingency	$256,404.40
Construction Management	$500,000.00
Total Phase 1B	**$3,500,000.00**

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with SCI Infrastructure, LLC for construction of the East Lake Sammamish Parkway NE Phase 1B - NE 18th Place to 2200 Block in the amount of $2,743,595.60 and administer a construction contingency in the amount of $256,404.40.

East Lake Sammamish Parkway NE - Phase 1B: NE 18th Place to 2200 Block
Federal Aid No. ARRA-1915(008)
City of Sammamish

TABULATION OF BIDS RECEIVED
August 5, 2009

Bidder		Schedule A	Schedule B	Schedule C	Schedule 1A (A+B)	Schedule 1B (A+B+C)
SCI Infrastructure, LLC	Pacific, WA	$ 2,565,077.00	$ 21,987.60	$ 156,531.00	$ 2,587,064.60	$ 2,743,595.60
Rodarte Construction, Inc.	Auburn, WA	$ 2,734,330.25	$ 12,537.75	$ 177,549.00	$ 2,746,868.00	$ 2,924,417.00
Johansen Excavating, Inc.	Buckley, WA	$ 2,854,130.60	$ 15,538.05	$ 171,142.50	$ 2,869,668.65	$ 3,040,811.15
Mid Mountain Contractors Inc.	Kirkland, WA	$ 2,985,634.50	$ 16,370.25	$ 241,435.00	$ 3,002,004.75	$ 3,243,439.75
Plats Plus, Inc.	Marysville, WA	$ 3,005,898.30	$ 20,963.78	$ 180,127.00	$ 3,026,862.08	$ 3,206,989.08
C. A. Carey Corporation	Issaquah, WA	$ 3,325,032.00	$ 33,381.08	$ 225,503.00	$ 3,358,413.08	$ 3,583,916.08
Ceccanti	Tacoma, WA	$ 3,555,533.00	$ 13,851.75	$ 370,300.00	$ 3,569,384.75	$ 3,939,684.75
Engineer's Estimate		$ 2,689,289.50	$ 16,069.13	$ 177,819.96	$ 2,705,358.63	$ 2,883,178.59

NOTES:
1) Highlighted figures indicate updated figures to correct calculation errors contained in bid schedule submitted by the Contractor