



City Council, Regular Meeting

AGENDA

September 21, 2010

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

- Proclamation: Mayor's Month of Concern Food Drive
- Presentation: 2010 Census

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.*

Consent Agenda

- Payroll for period ending September 15, 2010 for pay date September 20, 2010 in the amount of \$263,504.75
1. Approval: Claims for period ending September 21, 2010 in the amount of \$1,725,771.87 for Check No.27349 through No. 27471
 2. Contract: Ordinary High Water Mark Study/Northwest Environmental
 3. Contract: Street Sweeping/Best Parking Lot Cleaning
 4. Approval: Dept. Of Ecology Grant/Stormwater Passover
 5. Resolution: Accepting The Final Pine Lake Water Quality Study
 6. Ordinance: Second Reading/ An Ordinance Of The City Of Sammamish, Washington, Amending Chapter 21a.25 (Development Standards – Density And Dimensions), Of The Sammamish Municipal Code

Unfinished Business

7. Ordinance: Seventh Reading Adopting The Town Center Development Regulations As Title 21B Of The Sammamish Municipal Code; Adopting Zoning Map Amendments For The Town Center Subarea; Amending Provisions Of Title 20; And Adopting The Town Center Infrastructure Plan

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.

Supplemental Actions:

- Ordinance: Adopting Amendments To Title 21A Of The Sammamish Municipal Code And Adopting Zoning Map Amendments For The Town Center Subarea
- Resolution: Adopting Interim Stormwater Development Standards For Sammamish Town Center
- Resolution: Adopting Interim Street Standards For Sammamish Town Center

New Business

8. Appointments: National League of Cities

Council Reports

City Manager Report

Executive Session – If Necessary

Adjournment

AGENDA CALENDAR

Sept. 2010			
Mon 09/20	6:30 pm	Special Meeting	Art Commission Update Council Budget Options 2011/2012 Departmental Budget Reviews/Admin/CM/CC/Human Services/Non-Departmental/Finance Presentation: Stormwater Management Program/NPDES Requirements Discussion: Draft Basin Plans for Inglewood and Thompson Basins Discussion: Pine Lake Water Quality Study Agreement: Boys & Girls Club
Tues 09/21	6:30 pm	Regular Meeting	Proclamation: Mayor's Month of Concern Food Drive Deliberation/Adoption – Town Center Development Regulations Ordinance: Second Reading Amending SCM 21A.25.155 (consent) Resolution: Pine Lake Water Quality Plan (consent) Contract: Ordinary High Water Mark Study/(consent) Grant: DOE/Stormwater Passthrough Grant (consent) Contract: Street Sweeping (consent) NLC voting delegate appointment
Tues 09/28	6:30 pm	Special Meeting	Deliberations: Town Center (if necessary) EF & R Annexation Proposal for Fall City Fire District 27
Oct. 2010			
Tues 10/5	6:30 pm	Regular Council Meeting/Study Session	Public Hearing: Ordinance: First Reading Wireless Code Amendments Agreement: Boys & Girls Club 2011/2012 Departmental Budget Reviews/DCD/Police
Tues 10/12	6:30 pm	Study Session	2011/2012 Departmental Budget Reviews/Parks/IT
Mon 10/18	6:30 pm	Study Session	2011/2012 Departmental Budget Reviews/PW/Fire
Tues 10/19	6:30 pm	Regular Meeting	Ordinance: Second Reading Wireless Code Amendments
Nov. 2010			
Tues 11/2	6:30 pm	Regular Council Meeting	Public Hearing: First Reading Adopting 2011/2012 Budget Public Hearing: First Reading Setting the Tax Levy Rate for 2011 Ordinance: Second Reading Franchise- Cable TV Resolution: 2011 Salary Schedule Resolution: 2011 Fee Schedule (if necessary) Ordinance: First Reading School District (ISD, LWSD, SVSD) Impact Fees
Tues 11/09	6:30 pm	Joint Meeting w/Planning Commission	Sustainability
Mon 11/15	6:30 pm	Study Session	Parks Commission Applicant Interviews Planning Commission Applicant Interviews Public Works Standards
Tues 11/16	6:30 pm	Regular Meeting	Ordinance: Second Reading Adopting 2011/2012 Budget Ordinance: Second Reading Setting Tax Levy Rate 2011 Ordinance: Second Reading School District (ISD, LWSD, SVSD) Impact Fees Final Acceptance: 2010 Neighborhood Traffic Management Program Project (NE 14 th and 19 th Streets) Final Acceptance: 236 th Avenue NE/NE 22 nd Street Intersection School Crossing Improvements
Dec. 2010			

Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Award: 2011/2012 Humans Services Grants Contract: On-Call Development Review Services Bid Award: NE 14 th Neighborhood Traffic Management Program Project (consent)
Tues 12/14	6:30 pm	Study Session	Public Works Standards Presentation: Waste Management (Susan Robinson)
Mon 12/20	6:30 pm	Study Session	
Tues 12/21	6:30 pm	Regular Meeting	
Jan. 2011			
Tues. 1/4	6:30 pm	Regular Meeting	
Tues. 1/11	6:30 pm	Study Session	Update: Connectivity
Mon. 1/17	6:30 pm	Study Session	
Tues. 1/18	6:30 pm	Regular Meeting	
Feb. 2011			
Tues. 2/1	6:30 pm	Regular Meeting	
Tues. 2/8	6:30 pm	Study Session	
Mon. 2/14	6:30 pm	Study Session	
Tues. 2/15	6:30 pm	Regular Meeting	
Mon. 2/21	Closed	Holiday	President's Day – City Offices Closed
Mar. 2011			
Tues. 3/1	6:30 pm	Regular	
Tues. 3/8	6:30 pm	Study Session	
Mon. 3/14	6:30 pm	Study Session	
Tues. 3/15	6:30 pm	Regular Meeting	
Apr. 2011			
Tues. 4/5	6:30 pm	Regular	
Tues. 4/12	6:30 pm	Study Session	
Mon. 4/18	6:30 pm	Study Session	
Tues. 4/19	6:30 pm	Regular Meeting	
May 2011			
Tues. 5/3	6:30 pm	Regular	
Tues. 5/10	6:30 pm	Study Session	
Mon. 5/16	6:30 pm	Study Session	
Tues. 5/17	6:30 pm	Regular Meeting	
Mon. 5/30	Closed	Holiday	Memorial Day – City Offices Closed
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	
Tues. 6/14	6:30 pm	Study Session	
Mon. 6/20	6:30 pm	Study Session	
Tues. 6/21	6:30 pm	Regular Meeting	
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Study Session	
Tues. 7/19	6:30 pm	Regular Meeting	

To Be Scheduled	To Be Scheduled	Parked Items
<p>Code Enforcement Code Amendments (1/18/2011)</p> <p>Ordinance: Second Reading Puget Sound Energy Franchise</p> <p>Franchise: Cable TV</p> <p>Resolution: Final Acceptance ELSP Phase 1A</p> <p>East Lake Sammamish Parkway pedestrian crossing plan</p>	<p>Final Acceptance: 244th Avenue Improvement Project</p> <p>Final Acceptance: SE 20th Street Non-motorized Improvement Project</p>	<p>Future use of existing M & O facility on 228th Ave SE @ SE 20th Street</p>

<< August

September 2010

October >>

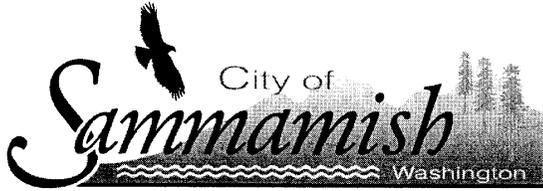
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market 5:30 p.m. City Council Office Hours	2 6:30 p.m. Planning Commission Meeting	3	4
5	6 8 a.m. Labor Day City offices closed	7 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	8 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	9	10	11 10 a.m. Free Computer Recycling Drive
12	13	14 4:45 p.m. Bus Tour 6:30 p.m. City Council Study Session	15 4 p.m. Sammamish Farmers Market 4 p.m. Sustainable Sammamish 5:30 p.m. City Council Office Hours 6 p.m. Sammamish Youth Board Meeting 6 p.m. Art Exhibit Reception Curated Photography Canceled	16	17	18 9 a.m. Parks and Recreation Volunteer Opportunity 10 a.m. Sammamish Walks
19	20 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	21 6:30 p.m. City Council Meeting	22 4 p.m. Sammamish Farmers Market	23 6:30 p.m. Planning Commission Meeting 7 p.m. Art Film - "Wounded Healers"	24	25 9 a.m. Mayor's Day of Concern for the Hungry 9 a.m. Fall Recycling Event & Canned Food Drive
26	27	28	29 4 p.m. Sammamish Farmers Market	30 5 p.m. Sammamish Sustainability Community Meeting Reception 5:30 p.m. Sammamish Sustainability Community Meeting		

<< September

October 2010

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 5:30 p.m. City Council Office Hours	5 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 5 p.m. Dep of Ecology Shoreline Master Program Meeting & Public Hearing 7 p.m. Front Porch-American Cycle "The Scarlet Letter"	8	9 10 a.m. Art Fair 1:30 p.m. Book-It: "The Prince of the Pond" 3 p.m. Draw with Wendy Wahman!
10 10 a.m. Art Fair 1:30 p.m. Thistle Theatre: "Dance Around the World with Jennifer" 3 p.m. Thistle Theatre: "Mrs. Periwinkle and Possum"	11 8:30 a.m. Art Exhibit - "Urban Jungle" by Veronique Lemerre	12 6:30 p.m. City Council Study Session	13 6 p.m. Sammamish Youth Board Meeting	14 6:30 p.m. Planning Commission Meeting	15	16 10 a.m. Sammamish Walks
17	18 5:30 p.m. City Council Office Hours 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	19 6:30 p.m. City Council Meeting	20	21 4 p.m. Public Safety Committee Meeting 6:30 p.m. Planning Commission Meeting	22	23 9 a.m. Parks and Recreation Volunteer Opportunity 9 a.m. Volunteer at Illahee Trail
24	25 7 p.m. "Urban Jungle" - Meet the Artist	26	27	28 7 p.m. Comedy Night - Jet City Improv	29	30
31						



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: September 16, 2010
RE: Claims for September 21, 2010

\$ 403,020.80
 793,012.56
 518,198.06
 11,540.45

0.00 *

TOTAL \$ 1,725,771.87

Check # 27349 through # 27471

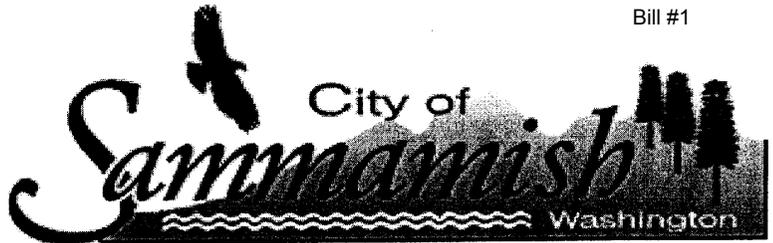
403,020.80 +
 793,012.56 +
 518,198.06 +
 11,540.45 +
 1,725,771.87 *

Accounts Payable

Check Register Totals Only

User: j bass
Printed: 9/8/2010 - 10:55 AM

Bill #1



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27349	09/08/2010	AWCMED	AWC Employee BenefitsTrust	90,175.93	0
27350	09/08/2010	COMCAST2	COMCAST	99.95	0
27351	09/08/2010	POTELCO	Potelco, Inc.	1,126.70	0
27352	09/08/2010	PSE	Puget Sound Energy	2,326.13	27,238
27353	09/08/2010	PSE	Puget Sound Energy	7,293.48	27,238
27354	09/08/2010	PSE	Puget Sound Energy	17,400.53	27,238
27355	09/08/2010	SCI	SCI Infrastructures, LLC	284,598.08	0
				<hr/> <hr/>	
Check Total:				403,020.80	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
27356	09/16/2010	AADAMS	AAdams Tree Service	4,599.00	0
27357	09/16/2010	ABC	ABC Special Event Rentals	1,731.47	0
27358	09/16/2010	ACE	Ace Hardware, LLC	1,198.87	0
27359	09/16/2010	ADVANTAG	Advantage Building Services	4,284.16	0
27360	09/16/2010	AHBL	AHBL Inc	7,360.00	0
27361	09/16/2010	ALLAROUN	All Around Fence Co	5,483.21	0
27362	09/16/2010	ALLIEDBO	Allied Body Works	507.85	0
27363	09/16/2010	ANI	ANI Administrators NW Inc	170.00	0
27364	09/16/2010	ANM	ANM Electric Inc	6,444.76	0
27365	09/16/2010	APSINC	APS (Formerly Pac Mail)	440.91	0
27366	09/16/2010	ATTLONG	AT&T	59.21	0
27367	09/16/2010	BARRYCHR	Chris & Kristy Barry	1,189.28	0
27368	09/16/2010	BAYLEY	Bayley Construction	14.38	0
27369	09/16/2010	BHC	BHC Consultants, LLC	1,399.00	0
27370	09/16/2010	BMC	BMC Select	1,017.56	0
27371	09/16/2010	BOOKIT	Book-It Repertory Theatre	626.10	0
27372	09/16/2010	CADMAN	Cadman, Inc.	1,826.44	0
27373	09/16/2010	CALPORT	CalPortland Company	4,896.96	0
27374	09/16/2010	CASTURF	Cascade Turf	5,322.44	0
27375	09/16/2010	CHANEY	Rebecca Chaney	4,465.50	0
27376	09/16/2010	CHRISTIA	Christian Construction	210.67	0
27377	09/16/2010	COSTCO	Costco Wholesale	1,166.44	0
27378	09/16/2010	DEERE	John Deere Landscapes	1,194.96	0
27379	09/16/2010	EASTEQ	Eastside Equipment & Marine	300.97	0
27380	09/16/2010	ELITE	Elite Commercial Contracting	10,183.79	0
27381	09/16/2010	EMFENCE	Emerald City Fence Rentals LLC	465.38	0
27382	09/16/2010	EVANS	David Evans & Associates, Inc	2,253.31	0
27383	09/16/2010	EVERFORD	Evergreen Ford	92.42	0
27384	09/16/2010	EWINGIRR	Ewing Irrigation	5,149.20	0
27385	09/16/2010	FASTENAL	Fastenal Industrial Supplies	221.31	0
27386	09/16/2010	FORDPAT	Patrick Ford	300.00	0
27387	09/16/2010	FRONTIR2	Frontier	161.63	0
27388	09/16/2010	GRANDEVE	Grand Event Rentals	127.00	0
27389	09/16/2010	GUARDIAN	Guardian Security	72.00	0
27390	09/16/2010	HONDAKU	Issaquah Honda Kubota	39.77	0
27391	09/16/2010	Husky	Husky International Trucks	29.25	0
27392	09/16/2010	HWA	HWA GeoSciences, Inc	5,510.25	0
27393	09/16/2010	INTEGRA	Integra Telecom	3,271.76	0
27394	09/16/2010	INTIMAN	Intiman Theatre	1,600.00	0
27395	09/16/2010	IRONMT	Iron Mountain	564.16	0
27396	09/16/2010	ISD	Issaquah School District	1,901.22	0
27397	09/16/2010	ISSAQI	Issaquah Press, Inc.	3,109.00	0
27398	09/16/2010	ISSCITY	City Of Issaquah	3,250.61	0
27399	09/16/2010	ISSIGNS	Issaquah Signs	98.55	0
27400	09/16/2010	ISSTROPH	Issaquah Trophy & Awards	16.43	0
27401	09/16/2010	IVOXY	Ivoxy Consulting	6,574.66	0
27402	09/16/2010	J3 Mecum	J3 Mecum Engineering Inc	125.00	0
27403	09/16/2010	JACKS	Jack's Repair	3,749.44	0
27404	09/16/2010	KBA	KBA Inc	51,142.65	0
27405	09/16/2010	KCRADIO	King Cty Radio Comm Svcs	378.57	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
27406	09/16/2010	KINGDD	King County DDES	2,583.00	0
27407	09/16/2010	KINGFI	King County Finance A/R	8,355.82	0
27408	09/16/2010	KINGPET	King County Pet Licenses	315.00	0
27409	09/16/2010	KINGSH	King County Sheriff's Office	47,132.31	0
27410	09/16/2010	LAKESIDE	Lakeside Industries	1,185.48	0
27411	09/16/2010	LESSCHWA	Les Schwab Tire Center	636.42	0
27412	09/16/2010	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	0
27413	09/16/2010	LOCHNER	Lochner, Inc.	4,538.04	0
27414	09/16/2010	LPD	LPD Engineering PLLC	3,787.50	0
27415	09/16/2010	MAKERS	Makers Architecture & Urban	1,890.00	0
27416	09/16/2010	MEYERS	Gene Meyer's Towing	306.60	0
27417	09/16/2010	MICRO	Microflex, Inc.	20.45	0
27418	09/16/2010	MINUTE	Minuteman Press	64.72	0
27419	09/16/2010	NAPA	Genunine Parts Company/Issaquah	211.24	0
27420	09/16/2010	NESAM	NE Sammamish Sewer & Water	1,618.34	0
27421	09/16/2010	NEXTEL	Nextel Communications	2,257.44	0
27422	09/16/2010	NWCASC	Northwest Cascade, Inc.	2,328.72	0
27423	09/16/2010	NWLSVC	NW Landscape Service	5,289.95	0
27424	09/16/2010	NWNUISAN	NW Nuisance Wildlife Control	400.00	0
27425	09/16/2010	OILCAN	Oil Can Henry's	468.57	0
27426	09/16/2010	OSS	On Site Security Services LLC	755.55	0
27427	09/16/2010	PERRON	Scott Perron	116.59	0
27428	09/16/2010	PLATEAU	Plateau Motors	2,360.21	0
27429	09/16/2010	PSE	Puget Sound Energy	11,222.93	0
27430	09/16/2010	QUICK	Quick & Easy Concrete, Inc	782.93	0
27431	09/16/2010	RAINIER	Rainier Wood Recyclers Inc	1,860.08	0
27432	09/16/2010	RED-E	Red-E Topsoil	7,391.25	0
27433	09/16/2010	REDSIGNS	Redmond Signs	1,388.44	0
27434	09/16/2010	ROBINDAP	Daphne Robinson	59.04	0
27435	09/16/2010	ROTARSAM	Rotary Club of Sammamish	52.00	0
27436	09/16/2010	SAM	Sammamish Plateau Water Sewer	8,990.84	0
27437	09/16/2010	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	0
27438	09/16/2010	SCHUETZ	Karen Schuetz	870.00	0
27439	09/16/2010	SCI	SCI Infrastructures, LLC	382,713.11	0
27440	09/16/2010	SEATIM	Seattle Times	83.72	0
27441	09/16/2010	SERVICE	Service Paper Co	1,597.01	0
27442	09/16/2010	SHANNONW	Shannon & Wilson Inc	1,113.08	0
27443	09/16/2010	SHARPDV	Dave Sharp	800.00	0
27444	09/16/2010	SIGNARAM	Doran Signs LLC	267.04	0
27445	09/16/2010	SPRAGUE	SPRAGUE	91.98	0
27446	09/16/2010	STAPLES	Staples Advantage	2,894.06	0
27447	09/16/2010	SUMNER	Sumner Tractor & Equipment	16.95	0
27448	09/16/2010	SUNBELT	Sunbelt Rentals	396.06	0
27449	09/16/2010	THISTLE	Thistle Theatre	450.00	0
27450	09/16/2010	TLC	Total Landscape Corp	7,697.64	0
27451	09/16/2010	TRAILER	Trailer Town	3,100.00	0
27452	09/16/2010	TREESOLU	Tree Solutions Inc	250.00	0
27453	09/16/2010	UNITRENT	United Rentals NW, Inc	287.74	0
27454	09/16/2010	VERIZON	Verizon Wireless	80.04	0
27455	09/16/2010	VIBRANT	Vibrant Plants, Inc.	456.17	0
27456	09/16/2010	VOYAGER	Voyager	7,005.77	0
27457	09/16/2010	WACE	W.A.C.E.	40.00	0
27458	09/16/2010	WAINS	Wa Cities Insurance Authority	97,884.00	0
27459	09/16/2010	WED	Western Equipment Distributors	124.91	0
27460	09/16/2010	WINDSORR	Windsor Ridge Estates HOA	2,025.04	0
27461	09/16/2010	WNPS	Wa Native Plant Society	1,813.13	0
27462	09/16/2010	ZUMAR	Zumar Industries, Inc.	1,233.40	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
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Check Total:

793,012.56

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	-	Amount	Voucher
27463	09/21/2010	AECOM	AECOM		38,548.67	0
27464	09/21/2010	ISSAQ1	Issaquah Press, Inc.		575.00	0
27465	09/21/2010	KINGDD	King County DDES		665.00	0
27466	09/21/2010	LAKESIDE	Lakeside Industries		458,046.72	0
27467	09/21/2010	LANE	Lane & Associates		2,041.00	0
27468	09/21/2010	QWEST	QWEST		256.96	0
27469	09/21/2010	SAM	Sammamish Plateau Water Sewer		18,064.71	0
Check Total:					518,198.06	

Accounts Payable
Computer Check Register



User: mdunham
 Printed: 09/16/2010 - 3:20PM
 Bank Account: APPR
 Batch: 005.09.2010

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27470	PSE	Puget Sound Energy	9/21/2010		93.68
					2,248.39
		Check 27470 Total:			2,342.07
27471	SAM	Sammamish Plateau Water Se	9/21/2010		367.94
					8,830.44
		Check 27471 Total:			9,198.38
		Report Total:			11,540.45



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 16, 2010

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Contract for an Ordinary High Water Mark (OHWM) Study.

Action Required: Authorize the City Manager to sign a contract with Northwest Environmental Consulting

Exhibits:

1. Contract for consulting services
2. Attachment A – Scope of Services

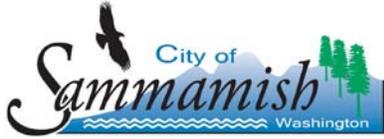
Budget: \$30,000 is included in the adopted, adjusted 2010 General Fund budget to cover the cost of these consultant services for the OHWM Study.

Summary Statement:

The City of Sammamish is interested in conducting an Ordinary High Water Mark (OHWM) study that is specific to the eastern shore of Lake Sammamish. Resolution R2010-416, adopted by the City Council on June 1, 2010, created a Citizen’s Advisory Group (CAG) to oversee the OHWM study. The CAG has met three times, including participation in the consultant interviews. Northwest Environmental Consulting has been selected as the consultant. The field work for the study will be completed this fall before the lake level rises too high and obscures the lake’s OHWM. The results of the study and the CAG’s input will be presented to Council for acceptance.

Background:

The City of Sammamish recently completed an update to the Shoreline Master Program (SMP). During this process, concerned citizens raised questions about the use of an OHWM study from the City of Bellevue as the measure by which to set a “default” OHWM for the City of Sammamish to use in administering the SMP. To keep the SMP moving forward, the City committed to conducting an OHWM study specific to the lake shoreline within the City of Sammamish. The CAG was formed by resolution to observe the completion of the study. The goal of a Sammamish specific OHMW study is to independently develop a defensible OHWM elevation that can be used by both citizens and staff for administration of future development on Lake Sammamish.



City Council Agenda Bill

At the time of drafting of this agenda bill, staff is still in the process of negotiating the scope and budget for this OHWM study with the selected consultant. In order to not delay execution of the consultant agreement and to insure that the field work required for establishment of an appropriate OHWM can be completed before the lake levels rise, staff is asking that council authorize the City Manager to execute a consultant agreement once the scope and budget negotiations have been completed.

Financial Impact:

This contract will not exceed the \$30,000 amount that is included in the adopted 2010 General Fund budget for this OHWM study work.

Recommended Motion:

Authorize the City Manager to sign a contract with Northwest Environment Consultants in an amount not to exceed \$30,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Northwest Environmental Consulting

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " "

A sum not to exceed \$30,000

Other (describe): _____

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

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

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

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

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

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

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 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 Northwest Environmental Consultant
Contact Name Brad Thiele
Street Address 3639 Palatine Ave N
City, State Zip Seattle, WA 98103
Phone Number (206) 634-9193
Email brad@northwest-environmental.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: Brad Thiele

Title: City Manager

Title: President

Date: _____

Date: 9/16/2010

Attest/Authenticated:

Approved As To Form:

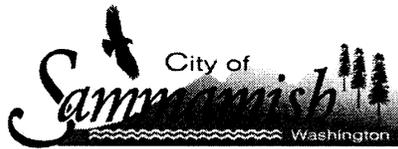
City Clerk

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	

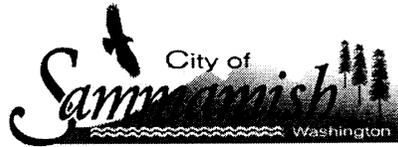
Authorization to Consultant: \$
Account Number:
Date:

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit A

SCOPE OF SERVICES

I. INTRODUCTION

The City of Sammamish (City) is planning to perform a defensible survey of the Ordinary High Water Mark (OHWM) for the eastern shoreline of Lake Sammamish and has awarded Northwest Environmental Consulting (NWEC) the contract to complete the work. This survey will be done using standard practices that will be acceptable to the Washington State Department of Ecology (Ecology). The goal of a Sammamish specific OHMW study is to independently develop a defensible OHWM elevation that can be used by both citizens and staff for future development on Lake Sammamish. This Scope of services includes field identification of the OHWM, survey of the OHWM locations, reporting results, and attendance at meetings.

This Scope of Services includes 4 tasks:

- Task 1 – Field Identification of OHWM
- Task 2 – Survey
- Task 3 – Reporting
- Task 4 – Meetings

II. TASKS

Task 1 – Field Identification of OHWM

This task includes location of potential acceptable sites along Lake Sammamish to conduct OHWM studies. Site selection will be prioritized by:

- 1) Areas that are relatively undisturbed with established woody vegetation
- 2) Areas with herbaceous vegetation that are relatively undisturbed
- 3) Areas with hardened shorelines.

A potential list of sites will be compiled for consideration and NWEC will draft a letter requesting access to potential sites for the City to distribute on City Letterhead. Once site access has been granted, two biologists will then locate the OHWM using field methods acceptable to Ecology. These methods include identifying the transition between vegetative communities using plant indicator status to locate a transitional vegetation gradient and then identifying field indicators of high water such as topographic breaks, debris lines, gravel sorting, stains, or other field indicators. Each site will be surveyed with up to 3 locations. OHWM locations will be marked in the field with 2X2 stakes or other approved markers in such a way to allow for precise surveying of markers by a survey crew.

Schedule: Field survey of OHWM will be completed within 2 weeks of being granted Right of Entry.

Deliverables: None

Task 2 – Survey

Axis Survey and Mapping will perform survey of all the OHWM locations identified by biologists in Task 1. Survey methods include employing standard differential leveling method from published benchmarks in NGVD 29. These methods will be completed to be accurate to .01 foot as practicable. Biologists who completed the OHWM survey in Task 1 will coordinate with surveyor to assure accurate and timely measurement of survey markers. Total cost of survey work is based on actual survey costs.

Deliverables: Survey elevation data

Task 3 - Reporting

Prepare a report that includes an Introduction, Methodology, and Results. The report will include a statistical analysis of the survey data and include an analysis on USGS Gauge 12122000 if applicable. The report will include mapping that shows the location of each sample site and a table summarizing the OHWM at each parcel. The report will include appendices with data sheets and photos.

Deliverables: Draft report in electronic format
Final report in electronic format

Task 4 – Meetings

Attend up to 4 Citizen Advisory Group meetings and one City Council meeting to present the results of the study. A PowerPoint presentation or other acceptable presentation format will be prepared for the City Council meeting.

Deliverables: Presentation materials.

III. ASSUMPTIONS

- The City of Sammamish will provide Right of Entry to properties. NWECC may help eliminate areas for this purpose by preliminarily looking at shoreline conditions.
- Citizen Advisory Group meetings and City Council meetings will not exceed 2 hours excluding travel and preparation time. It is noted that the City Council meeting may take longer than 2 hours depending on the agenda.
- Survey benchmarks are not more than 0.5 miles or 250 feet in elevation different than OHWM locations. Preliminary review of benchmarks indicates that ample benchmarks are available for survey at any site along the Lake Sammamish shoreline.
- A site includes a single parcel with the exception of the City Park at the north end of the Lake Sammamish and the State Park at the south end of Lake Sammamish. These sites may be broken into separate 750-foot sites.
- 30 sites will be surveyed but may be less if 30 appropriate sites are not available.

IV. DESIGN AND REVIEW CRITERIA

Changes in any OHWM survey standards or requirements after work has begun may result in extra work. It is the responsibility of NWECC to notify the City in writing and obtain authorization in advance of performing any extra work. No extra work will be paid, unless prior written approval is obtained.

V. Costs

See attached

Northwest Environmental Consulting, L.L.C.
2010 PROJECT COST ESTIMATING FORM
 Proposal/Project Name: **OHWM study**
 Client: **City of Sammamish**

Date: #####
 Prepared by: **Brad Thiele**

- Task 1 Identification of OHWM
- Task 2 Survey of OHWM
- Task 3 Meetings
- Task 4 Reporting
- Task 5
- Task 6
- Task 7
- Task 8
- Task 9
- Task 10

Personnel	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Ken Sargent	\$ 90	40		10								50	\$ 4,500
Brad Thiele	\$ 90	48	4	40	20							112	\$ 10,080
Total Hours		88	4	50	20	0	0	0	0	0	0	162	
Total Labor \$		\$ 7,920	\$ 360	\$ 4,500	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 14,580
Subconsultants													
Axis Survey			\$15,000										\$ 15,000
Total Cost			\$15,000										\$ 15,000
Markup on Subs	2.0%		\$300										\$ 300
Reimbursables													
CAD/Computer (\$/hr)	\$10.00												\$ -
Mileage (\$/mile)	\$0.505											0	\$ -
Copies (\$/copy)	\$0.10												\$ -
Faxes (\$/fax)	\$1.00												\$ -
Outside Expenses													
Airfare													\$ -
Hotel													\$ -
Car Rental													\$ -
Repro/Plotting													\$ -
Mail/Fedex/Courier													\$ -
Other expenses		\$118											\$ 118
Total Cost		\$ 118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 118
Outside Exp Markup	2.0%	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2
TOTAL COSTS		\$8,040	\$ 15,660	\$ 4,500	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 30,000



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 15, 2010

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Contract Award: 2010 - 2011 Parks and Street Sweeping Services

Action Required: Authorize the City Manager to execute the 2010-2011 contract agreement with Best Parking Lot Cleaning, Inc. in the amount of \$126,046.17 per year for street and park sweeping services for the remainder of 2010 and all of 2011.

Exhibits: 2010 - 2011 Parks and Street Sweeping Services Contract

Budget: The 2010 – 2011 Parks and Street Sweeping Contract will be paid for out of the Street, Surface Water and Parks Resource Management operating budgets. A total of \$135,000 (as compared to the low bid of \$126,046.17) is budgeted in these budgets to cover the cost of providing these sweeping services.

Summary Statement:

This contract for parks and street sweeping services will augment and compliment the work of our in-house maintenance and operations staff. Sweeping services for both the parks and streets is identified in the adopted 2010 and the proposed 2011 - 2012 budgets to be performed as a contracted service.

An Invitation to Bid was provided to five sweeping companies listed on the eGov Alliance's shared small works roster. Of the five companies contacted, two chose to submit bids for the sweeping work. Best Parking Lot Cleaning, Inc. (Best) was the lower of the two bidders.

This contract is for sweeping services for the remainder of 2010 and for the entirety of 2011, with a city option to renew the contract for up to two additional one year terms at a simple Seattle CPI-U increase in the contract prices. The CPI-U increase will also apply to the 2011 work performed under the contract.

The 2010-11 Parks and Street Sweeping Services Contract will retain the service levels and sweeping frequencies of previous sweeping contracts. Under this contract Best will sweep arterial streets bi-weekly in January through April, monthly May through September and weekly in October through December. Residential streets will be swept once every two months in January through April and in



City Council Agenda Bill

September through December. Park parking lots and entry drives will be swept one time per week all year round.

Background:

Regularly scheduled sweeping of City streets and parks is required for various reasons including protecting the storm drainage system and receiving water bodies by limiting debris and pollutants from entering the system (this is a requirement of both the City's NPDES Phase 2 Permit and the Endangered Species Act 4D rule), preventing liability related to debris hazards, improving safety through the cleaning of bike paths and walking paths adjacent to the roadway and providing a "cleaner" community for our citizens.

The sweeping of streets and parks will provide a clean, well maintained look to the City. In addition, throughout the course of the year, the City receives numerous Citizen Action Requests for sweeping services. This contract will enable us to both respond to those requests as well as reduce the number of requests through provision of on-going, routine sweeping services. Information on the City's web-site is used to inform citizens of when they can expect regular, routine sweeping to occur on their neighborhood streets and at the various city parks.

In 2009 the city utilized two companies to sweep the city streets and parks, Action Services and Davidson-Macri. The total dollar amount for both of these sweeping service contracts was \$135,880.

Financial Impact:

The contract amount for the 2010-2011 Parks and Street Sweeping Services is \$126,046.17 per year, \$96,046.17 per year for base sweeping services plus an additional \$30,000 per year for on call emergency and additional sweeping services as needed and approved in writing by the city. The \$30,000 for additional services and emergencies covers items such as sweeping related to wind storm clean-up, snow & ice control clean-up, traffic accident clean-up and other additional sweeping needs not covered under the base services. A total of \$135,000 per year is budgeted in the adopted 2010 and the proposed 2011-12 street, storm water and parks budgets to cover the cost of these sweeping services.

Recommended Motion:

Move to authorize the City Manager to execute a contract with Best Parking Lot Cleaning Inc. for parks and street sweeping services for the remainder of 2010 and all of 2011 in the amount of \$96,046.17 with an additional \$30,000 reserve for additional services; with the option to renew for 2012 and 2013 using the contract prices adjusted per the CPI-U.



**SMALL WORKS ROSTER
PUBLIC WORKS SERVICE CONTRACT**

Between: The City of Sammamish and Best Parking Lot Cleaning Inc.
 Project: Parks and Street Sweeping
 Commencing: October 1, 2010
 Terminating: December 31, 2011
 Amount: \$126,046.17 (\$96, 046.17 for "base" sweeping services plus \$30,000 for on call additional and emergency sweeping services as needed and as approved in writing by the City).

THIS AGREEMENT is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and. Best Parking Lot Cleaning Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Parks and Street Sweeping Services (project); and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

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

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, ~~Performance Bond or optional 50% Retainage Bond Waiver~~, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, ~~Declaration of Option for Management of Statutory Retained Percentage~~, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed (bid amount including tax).

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

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than five (5) working days after Notice of Award and begin work within five (5) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 5 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

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

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

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

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

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

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful

performance of the contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto.

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

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

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

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

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

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

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

D. The Contractor reserves the right to terminate this Agreement 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.

12. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index – Urban (CPI-U) rate.

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

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

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

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

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

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

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

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

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

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government
 Individual/Proprietor Other (explain) Consultant

TIN No.: 91-2172783

Social Security No.: _____

Print Name: Rebecca Craig

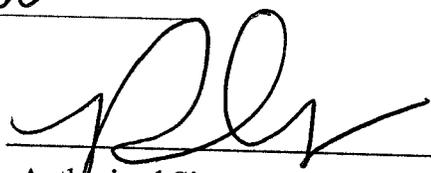
Title: President

Business Name: Best Parking lot Cleaning Inc

Business Address: PO Box 159 Sumner WA 98390

Business Phone: 253-863-3330

9/16/10
Date


Authorized Signature (Required)

TO CITY:

City of Sammamish,
Department of Public Works

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:

kendelman@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor: Best Parking Lot Cleaning Inc.

Contact Name: Rebecca Craig

Street Address: PO Box 159

City, State, Zip: Sumner, WA 98390

Phone: 253-863-3330

Contact email:

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: Ben Yazici, City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: _____

Title: President

Date: 9/16/16

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES
Technical Specifications

For
2010/2011 Parks and Street Sweeping

To provide street sweeping** for the years of 2010/11 in all of the following areas at the listed sweeping frequencies:

- 1 Sweeping of All arterials (listed below) on the following schedule:
 - January – April Every other week
 - May – September 1 time per month
 - October - December Weekly
 - Prior to community events throughout the year (approx. 1 per month)

- 2 Sweeping of all of city parks parking lots and access roads (listed below) on the following schedule:
 - January – September & December Weekly
 - October and November 2 times per week
 - Prior to community events throughout the year: Approximately 3 times per park per year.

- 3 Sweeping all of neighborhood curb streets on the following schedule:
 - January – April and September – December: 2 times per time period.
 - In response to specific requests.

- 4 City Hall Complex
 - Outside parking lot: Vacuum sweep 1 time in each of the months of February, May, and November (due to the porous asphalt surface vacuum sweeping is mandatory).
 - Underground garage parking “Tennant” (or equal) water vacuum sweep 1 time in each of the months of February, May and November.
 - Outside parking lot: Prior to community events throughout the year (approximately 4 times per year).

- 5 Emergency response
 - Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup
 - Callout response which includes accident and or spill cleanup (must be able to respond and be on site in Sammamish within 1 hour of notification).

- 6 Additional Services

The contractor agrees to perform additional sweeping as designated by the city within 24 hours of being contacted.

**The contractor is responsible for the disposal of all sweeping debris. No storage of sweeping debris on City property is possible

Technical Requirements:

1. Definitions

The following terms and definitions used in the agreement are described as follows:

- (a) "Additional Services" means additional street sweeping services to be provided by the Contractor in response to accidents, spills, emergencies or other requests by the City, 365 days/year, 24 hours/day within 45-60 minutes of notification, on a call out basis, or as required by the Operations and Maintenance Manager or his designee.
- (b) "City" means the City of Sammamish, a Washington municipal corporation.
- (c) "Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement, performing the work herein specified.
- (d) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, including, without limitations, and not limited to, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, wars, accidents or spills.
- (e) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.
- (f) "Public right-of-way" means the land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.
- (g) "Services" means all work outlined herein to be performed by the Contractor.
- (h) "Street" means any street, road, boulevard, drive, alley, lane, way, place or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes and those paved areas between curbs, that exist where alleys intersect streets.
- (i) "Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services defined herein and the carrying out of all duties and obligations imposed by the Contract.

2. Services

- 2.1 Scope of Services** Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary street sweeping services including, collection and disposal of sweeping debris, consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the Operations and Maintenance Manager (also referred to in the Contract as the Project Manager) or his designee.
- 2.2 Response Times.** For all general maintenance sweeping services, Contractor will perform to agreed work schedule. Contractor also agrees to respond to and perform Additional Services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an accident, spill or emergency, as determined by the City, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, within 60 minutes of receiving notice from the City to proceed.
- 2.3 Record/Logs.** Within seven days of the Notice to Proceed, the Contractor shall submit for the City's approval, a monthly sweeping schedule that meets the sweeping requirements of this Contract, together with a planned route outlined on maps furnished by the City. The Contractor shall designate which holidays it will observe and indicate all schedule modifications if the holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule as submitted, the Contractor shall give not less than seven (7) calendar days written notice of any proposed changes to the Operations and Maintenance Manager. The Contractor shall maintain accurate records of the Services performed and of the sites utilized for disposal of the street sweeping debris. At a minimum, these records shall show the dates, times and locations of sweeping operations, dates and times of transport and disposal of sweeping debris, amount of disposed debris or material, the name and location of the debris disposal site(s) used, and the name of the streets where the sweeping services were performed. The Contractor shall provide the City, at least once a month, a written report giving this. It is the Contractor's responsibility to provide the City with all required information stated in this section.
- 2.4 Incidental Costs.** The Contractor shall be responsible for obtaining and paying for any water (and any other incidental costs) used in connection with provision of the sweeping services provided for under this Contract. All water used shall be obtained through proper permitting processes required by the water purveyor.
- 2.5 Employees.** All Contractor's employees and agents who participate in the performance of the Services described herein shall be competent and skilled in the performance of such work and in the operation of all equipment used to perform said sweeping services. The Contractor agrees to provide an adequate number of such employees in order to provide the Services. The Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible and to be neat in appearance.

- 2.6 Equipment.** The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air). The contractor shall have at least 5 sweepers in their inventory that meet the equipment specifications listed. All equipment shall have a minimum six (6) yard holding capacity. All equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, equipped with the proper warning lights in accordance with RCW Chapter 46.37 as it applies to slow moving and/or maintenance vehicles, and shall not be more than five (5) years old. The acceptability of the Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Operations and Maintenance Manager. Double-gutter brooms will be required on all sweepers where necessary to properly clean any public right-of-way. All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.
- 2.7 Cleaning Standard.** All streets, intersections and parking lots shall be swept clean curb to curb or from edge of asphalt to edge of asphalt and no piles or trails of debris shall be left anywhere within the areas swept. Water shall be used as required by the City to control dust. Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street or parking lot. Any waste left on public or private property by the Contractor shall immediately be removed upon notice from the Operations and Maintenance Manager. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean the same within the same day that notice is given by the Operations and Maintenance Manager, the Operations and Maintenance Manager may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.
- 2.8 Office.** The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Operations and Maintenance Manager, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, a telephone-recording machine shall be in operation to receive messages.
- 2.9 Contact Person.** Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Contract and communication of information necessary for the performance of the Contract. The Contractor shall provide the City daily communication by phone when in town performing sweeping services. The City shall have direct communication to the sweeper by cellular phone.
- 2.10 Utilities.** The Contractor shall be obligated to protect all public and private utilities from damage while performing the Services described herein. The Contractor shall be responsible for any and all restoration or replacement costs due to damages resulting from the Contractor's activities.

3. Hazardous Substances.

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the debris or material and perform the Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Washington State Department of Ecology and the United States Environmental Protection Agency. Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state or federal government authority that are necessary to perform the Services, and provide copies of such to the City. Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. Contractor shall require that all operators of its street sweeping equipment maintain current, valid Washington State Driver's Licenses.

4. Disposal.

The Contractor shall deliver, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Washington State Department of Ecology and any other federal, state or local agency or department with jurisdiction. The Contractor shall at all times advise the City of the disposal site or sites being used by the Contractor, and provide copies of all disposal tickets to the City. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Washington State Department of Ecology for that specific purpose.

Arterial Street Sweeping List

<u>Street</u>	<u>From</u>	<u>To</u>
228 th Ave	43 rd Way	4519 Sahalee Way
E Lk Sammamish Pkwy	43 rd Way	187 th Ave NE
Issaquah Pine Lake Rd	SE 48 th	228 th Ave SE
Issaquah Pine Lake Rd.	228 th Ave SE	224 th Ave SE
Inglewood Hill Rd	E Lk Sammamish Pkwy	228 th Ave NE
Duthie Hill Rd	Issaquah-Beaver Lake Rd	267 th Ave SE
Duthie Hill Rd	272 nd Ave SE	Trossachs Rd
212 th Ave SE	Thompson Hill Rd	E Lk Sammamish Pkwy
Thompson Hill Rd	212 th Ave	E Lk Sammamish Pkwy
SE 24 th	212 th Ave	E Lk Sammamish Pkwy
NE 8 th St	228 th Ave	244 th Ave NE
244 th Ave NE	NE 8 th St	NE 31 st St.
SE 24 th St	228 th Ave	West Beaver Lake Dr
E/W Beaver Lake Dr	SE 24 th St	SE 32 nd St
SE 32 nd Way	Issaquah-Pine Lake Rd	SE Duthie Hill Rd
SE 32 nd /29 th St	212 th Ave	228 th Ave SE
SE 20 th St	212 th Ave	228 th Ave SE
SE 8 th / 218 th Ave SE / SE 4 th St	212 th Ave	228 th Ave SE
SE 8 th St	228 th Ave	244 th Ave
244 th Ave SE	SE 32 nd	SE 24 th ST
244 th Ave SE	SE 8 th ST	NE 3 rd St
216 th Ave NE	Inglewood Hill Rd	NE 20 th St

City of Sammamish Parks Parking lots

1. Beaver Lake Park
 - a. Ball field parking lot and access roadway off of 244th Ave SE
 - b. Lodge parking lot and turn around area and Maintenance shop area at 25005 SE 24th St
2. Ebright Creek Park
 - a. 1317 212 Ave. SE – Parking lots and access roads
3. Pine Lake Park
 - a. 2405 228th Ave SE – Parking lots and roadways

4. Northeast Sammamish Park – West side of Road
 - a. 36th St NE & Sahalee Way – parking area
5. Lower Commons – Parking Lot
 - a. 801 228th Ave SE – parking area and access roads
6. East Sammamish Park
 - a. 21300 NE 16th Way – parking area & access roads

City Hall

- 801 – 228th Avenue SE

SCHEDULE A
Sweeping from October 1, 2010 through Dec. 31, 2011

Arterial Streets:

40 sweepings/ approximately 1840 curb miles, including disposal cost \$ 29.09 per lane mile
 Sweeping Cost \$ 53525.⁶⁰ + tax \$ 5084.93 = Total \$ 58,610.53

Parks:

80 total sweeps, including disposal \$ 10,000.⁰⁰ + \$ 950.⁰⁰ tax
 = Total \$ 10,950.⁰⁰

Neighborhood Streets:

3 times(2 times per year) / approximately 780 curb miles including disposal cost \$ 31.01 per lane mile
 Sweeping Cost \$ 24187.⁸⁰ + tax \$ 2297.⁸⁴ = Total \$ 26,485.⁶⁴

City Hall Complex:

3 sweeps upper parking lot	\$ <u>150⁻</u>
3 sweeps underground covered parking lot	\$ <u>150⁻</u>
Prior to community events throughout the year (Approximately 4 times per year)	\$ <u>150⁻</u>

Additional Services:

Emergency response: 24hours/day/7days per week/365 days per year - \$ 40 per hour

Prior to community/special events or as requested:

arterials	\$ <u>40⁻</u> per hour
parks	\$ <u>40⁻</u> per hour
residential	\$ <u>40⁻</u> per hour

Schedule A Total: \$ 96,046.¹⁷ (Including sales tax)

NOTE: All price quotes provided must include sales tax.



REQUEST FOR CONTRACT PAYMENT

- *Use this form or Contract "Exhibit B"*
- *Put completed sheet immediately behind the purchase order cover sheet*
- *Original invoice describing services provided must be attached*

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

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

Remaining Balance \$ _____

Project Engineer _____ Date _____

***ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED***

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 ____

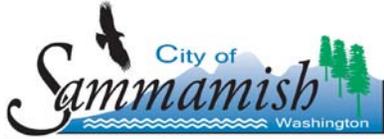
PRINCIPAL

SURETY

By _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____

By: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____

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



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 16, 2010

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Department of Ecology (Ecology) National Pollutant Discharge Elimination System (NPDES) Permit Grant

Action Required: Authorize the City Manager to execute a Grant Agreement accepting a State Ecology NPDES Permit compliance grant

Exhibits: 1. Grant Contract

Budget: The Grant is for \$178,564 and has no matching requirement

Summary Statement:

The City of Sammamish has been awarded a no-match grant from the Washington State Department of Ecology (Ecology) to increase the City's capacity for meeting the requirements of the National Pollutant Discharge Elimination Program (NPDES) Phase II permit. The grant is written to allow for the maximum amount of flexibility for reimbursement of city expenses incurred in our efforts to comply with the requirements of our NPDES permit. Everything from staff time to equipment purchases are expenses that are reimbursable under the terms of the grant contract with Ecology. The grant monies have to be expended by June 30, 2012.

Background:

The City of Sammamish is a Phase II NPDES permittee. The NPDES permit is an extension of Federal Clean Water Act, and is seen by many as an unfunded mandate. The state legislature has heard of the hardship that the permit has created, and has created this NPDES grant to help. This is a onetime grant, and everyone involved recognizes that a long-term funding solution is needed. This grant will not cover all of the City's costs for complying with the requirements of the NPDES permit, indeed the grant will only scratch the surface of our current compliance funding needs. The City appreciates the efforts that led to this grant award and encourages State Officials and Lawmakers to find or create a source for permanent funding to assist agencies in their efforts to comply with all of the permit requirements.



City Council Agenda Bill

Financial Impact:

The grant is for \$178,564 and has no matching requirement. These monies are to be used for compliance with NPDES permit requirements and activities.

Recommended Motion:

Authorize the City Manager to sign a contract agreement with the Washington State Department of Ecology accepting this NPDES Stormwater Capacity Grant.



FY 2011 MUNICIPAL STORMWATER CAPACITY GRANTS PROGRAM

GRANT AGREEMENT BETWEEN THE

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SAMMAMISH**

**GRANT AGREEMENT NUMBER
G1100091**

TABLE OF CONTENTS

PART I. GENERAL INFORMATION	3
PART II. PERFORMANCE MEASURES.....	4
PART III. PROJECT DESCRIPTION	4
PART IV. PROJECT BUDGET.....	5
PART V. SCOPE OF WORK.....	5
PART VI. SPECIAL TERMS AND CONDITIONS.....	7
ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE FEDERAL CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND	9
EDUCATION AND OUTREACH.....	9
EQUIPMENT PURCHASE	9
FUNDING RECOGNITION	9
INDIRECT RATE	9
LIGHT REFRESHMENTS	10
MINORITY AND WOMEN'S BUSINESS PARTICIPATION	10
PAYMENT REQUEST SUBMITTALS.....	10
POST PROJECT ASSESSMENT.....	11
PROCUREMENT	11
PROGRESS REPORTS	11
REQUIRED DOCUMENT SUBMITTALS	12
SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY	12
WATER QUALITY MONITORING.....	12
ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY.....	14
A. RECIPIENT PERFORMANCE	14
B. SUBGRANTEE/CONTRACTOR COMPLIANCE.....	14
C. THIRD PARTY BENEFICIARY	14
D. CONTRACTING FOR SERVICES (BIDDING).....	14

E. ASSIGNMENTS 14

F. COMPLIANCE WITH ALL LAWS..... 14

G. KICKBACKS..... 15

H. AUDITS AND INSPECTIONS 15

I. PERFORMANCE REPORTING..... 15

J. COMPENSATION..... 15

K. TERMINATION 16

L. WAIVER 17

M. PROPERTY RIGHTS 17

N. SUSTAINABLE PRODUCTS..... 18

O. RECOVERY OF PAYMENTS TO RECIPIENT 18

P. PROJECT APPROVAL..... 19

Q. DISPUTES 19

R. CONFLICT OF INTEREST 19

S. INDEMNIFICATION 19

T. GOVERNING LAW 20

U. SEVERABILITY 20

V. PRECEDENCE..... 20

**MUNICIPAL STORMWATER CAPACITY GRANTS PROGRAM
FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SAMMAMISH**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Sammamish (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title:	Municipal Stormwater Capacity Grant Program
State Fiscal Year:	FY2011
Grant Number:	G1100091
RECIPIENT Name:	City of Sammamish
Mailing Address:	801 228th Ave. SE Sammamish, WA 98075
RECIPIENT Federal ID Number:	91-1980261
Total Eligible Cost (\$70,000 plus per capita calculated amount):	\$178,564
DEPARTMENT Share:	\$178,564
DEPARTMENT Maximum Percentage:	100%
RECIPIENT Contact:	Eric LaFrance
Telephone Number:	(425) 296-0562
Fax Number:	(425) 295-0600
E-Mail Address:	elafrance@ci.sammamish.wa.us
RECIPIENT Billing Contact:	Eric LaFrance
Telephone Number:	(425) 295-0562
Fax Number:	(425) 295-0600
E-Mail Address:	elafrance@ci.sammamish.wa.us

DEPARTMENT Project/Financial Manager: **Tracy Farrell**
Mailing Address: **Water Quality Program**
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Telephone Number: **360- 407-6502**
Fax Number: **360- 407-7151**
E-Mail Address:

The effective date of this grant agreement is **July 1, 2010**. Any work performed prior to the effective date of this agreement is not eligible for reimbursement.

This agreement expires on **June 30, 2012**.

PART II. PERFORMANCE MEASURES

A. Water Quality Goal.

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes.

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

C. Post Project Assessment.

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Approximate Post Project Assessment Date: June 30, 2015

PART III. PROJECT DESCRIPTION

The RECIPIENT's stormwater project will address implementation or management of municipal stormwater programs.

PART IV. PROJECT BUDGET

Municipal Stormwater Capacity Grants Program, FY2011	
Elements/Objects	TOTAL ELIGIBLE COST (TEC)*
Task 1 – Project Administration/Management (limited to 10% of total)	\$0
Task 2 – Implementation and management of Stormwater Program	\$178,564
Total	\$178,564
*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.	
MATCHING REQUIREMENTS (There are no matching requirements)	
DEPARTMENT Share FY 2011 (100% of TEC)	\$178,564

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT's Project/Financial Manager. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort

will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.

- C. The RECIPIENT will submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms will be included with an original A19-1A, and will be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>

Required Forms:

- Form A19-1A (original signature)
- Form B2 (ECY 060-7)
- Form C2 (ECY 060-9)
- Form D (ECY 060-11)

Where Eligible Costs Have Incurred:

- Form E (ECY 060-12)
- Form F (ECY 060-13)
- Form G (ECY 060-14)
- Form H (F-21)
- Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:

- Draft project completion reports – one electronic copy
- Final project completion reports – five copies
- Electronic copy of final project completion report

The RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Task 2 – Implementation of Stormwater Planning and Management Needs

- A. The RECIPIENT will address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

The following is a list of elements your project may include. Please check all boxes that apply to your project.

- Public education and outreach activities
- Public involvement and participation activities
- Illicit discharge detection and elimination (IDDE) program activities, including:
 1. Mapping or geographic information systems of municipal separate storm sewer systems (MS4s);
 2. Staff training;
 3. Activities to identify and remove illicit stormwater discharges;
 4. Dry weather outfall screening procedures and field activities;

5. Complaint hotline database or tracking system improvements.
- Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 1. Development of an ordinance and associated technical manual;
 2. Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance;
 3. Training for plan review and/or inspection staff.
- Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 1. Inspecting and/or maintaining the MS4 infrastructure;
 2. Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- Annual reporting activities, including developing a summary of identified barriers to the use of low impact development.
- Establishing and refining stormwater utilities, including stable rate structures.
- Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan that Ecology approves prior to awarding funding for monitoring.
- Monitoring, including:
 1. Developing a report to plan for monitoring the next permit cycle;
 2. Monitoring activities to meet Phase I permit requirements;
- Structural stormwater controls program activities (Phase I permit requirement)
- Source control for existing development (Phase I permit requirement), including:
 1. Inventory and inspection program;
 2. Technical assistance and enforcement;
 3. Staff training.
- Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a general us pick-up truck). Qualified equipment purchases include but are not limited to:
 1. Illicit discharge testing equipment and materials;
 2. Vector truck or sweeper truck or MS4 maintenance activities;
 3. Electronic devices dedicated to mapping of MS4 facilities and attributes;
 4. Software dedicated to tracking permit implementation activities.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the fiscal year in which the project is funded
- The applicable statutes and regulations

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SAMMAMISH

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

BEN YAZICI DATE
CITY MANAGER

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE FEDERAL CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy either on floppy disks or CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product.

The RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

EQUIPMENT PURCHASE

The total cost of all equipment purchased under this project will not exceed \$178,564. Changes in equipment type must have prior approval from the DEPARTMENT.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

LIGHT REFRESHMENTS

The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manger and Project Manager. Payment requests will not be processed without a progress report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly progress reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – up to 3 copies
- Electronic copy of final project completion report – 1 copy
- Final project completion reports – up to 8 copies
- Final project completion reports of statewide significance – up to 50 copies
- Educational products developed under this agreement – up to 2 copies
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – 1 copy for the DEPARTMENT's Financial Manager
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Financial Manager
- the project.

SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY

For RECIPIENTS in either Snohomish or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, Ecology data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for

each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys,

drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in

Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized

representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all

injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 15, 2010

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Resolution accepting the Management of Pine Lake Water Quality study.

Action Required: Adopt resolution accepting the Management of Pine Lake Water Quality study (dated May 2009)

Exhibits:

1. Copy of the Management of Pine Lake Water Quality (Complete study available on the City website at <http://www.ci.sammamish.wa.us/departments/publicworks/Default.aspx>)
2. Resolution accepting the Management of Pine Lake Water Quality study

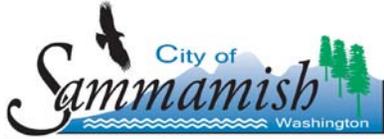
Budget: N/A – this action has no budgetary impact

Summary Statement:

Pine Lake is a beautiful natural resource within the City of Sammamish. Recognizing that protecting this resource is important; the City Council authorized the undertaking of a water quality study. The purpose of the study was to assess the health of the lake today and project the health of the lake into the future assuming development to the current level of zoning in the Pine Lake Basin. Recommendations were made by the consultant to maintain the health of the lake, and the City has incorporated these recommendations into actions in a variety of ways.

Background:

Pine Lake has a history of water quality problems and concerns. A capital project that occurred before City incorporation diverted a large source of natural phosphorus away from the lake. The water quality in Pine Lake is improving as a result of the diversion project. The collected data from Pine Lake shows that the water quality is trending higher. Development can slow or even reverse this improving trend. The study made a number of recommendations to maintain water quality in Pine Lake. A draft of the study was available during the Critical Areas Ordinance (CAO) update of late 2005/early 2006. Because of the draft study, Pine Lake now has a tree retention ordinance. The study also gave the scientific background to justify implementing conservative phosphorus (P) control measures for Pine Lake equal to Beaver Lake's 80% P removal standard. The study has also led to education efforts regarding pet waste and phosphorus free fertilizers.



City Council Agenda Bill

The majority of the recommendations in the study have already been implemented through the: CAO, Shoreline Master Program, and the National Pollutant Discharge Elimination System Phase II program.

The two recommendations that staff have considered and are currently not recommending for implementation are active in-lake alum application and the establishment of a lake management district. Considering that the study has been fully implemented, staff is recommending that Council accept the study as a current best available science document for the Pine Lake Basin.

Financial Impact:

There is no budgetary impact in accepting this study.

Recommended Motion:

Move to approve resolution R2010 - _____ accepting the Management of Pine Lake Water Quality study as a Pine Lake Basin current best available science document.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010 - _____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE FINAL PINE LAKE
WATER QUALITY STUDY**

WHEREAS, Pine Lake is an 89-acre lake in the southwest section of the City of Sammamish, located generally south of SE 20th Street, west of 228th Avenue SE and east of 212th Avenue SE; and

WHEREAS, Pine Lake is one of the largest natural resources within the City; and

WHEREAS, Pine Lake is highly valued as a recreational and aesthetic amenity within the City; and

WHEREAS, the Sammamish City Council has commissioned a study of the water quality in Pine Lake; and

WHEREAS, following multiple stake-holder and public meetings, and corresponding updates to the Planning Commission and to the City Council, in 2010, the final Pine Lake water quality report was completed and presented to the City Council;

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

Section 1. Acceptance of the Management of Pine Lake Water Quality Final Report: The City Council hereby accepts the Management of Pine Lake Water Quality Study, dated May, 2009, (and attached hereto as Attachment "A" and incorporated herein by reference) as a current best available science document for the Pine Lake Basin.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ____ DAY OF SEPTEMBER 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: Sept 16, 2010
Passed by the City Council:
Resolution No.:



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 15, 2010

Originating Department: Community Development

Clearances:

<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Correction to the City Municipal Code.

**Correction to
Municipal code**

Action Required: Second Reading of the Ordinance. Move to approve Ordinance

Exhibits: 1. Ordinance and attachment A with code deletion

Budget: N/A

Summary Statement:

Background: On January 20, 2009, the City Council under Ordinance 2009-249, amended Chapter 21A.25.030 changing the interior setback in the R-4 zone from 7 feet to 5 feet. A reference to this setback in section 21A.25.155–Required Building Separation was inadvertently missed. This reference is proposed to be deleted since it is no longer applicable. (See Attachment A)

Financial Impact: None

Recommended Motion: Motion to adopt correction to SMC 21a.25. Second Reading of the Ordinance.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2010 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 21A.25 (DEVELOPMENT STANDARDS – DENSITY AND DIMENSIONS), OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City Council adopted Ordinance O2009-249, which amended the Sammamish Municipal Code on January 20, 2009; the amendments included a reduction to the standards for interior setbacks; and

WHEREAS, a reference to those setbacks found in 21A.25.155 Required Building Separation was inadvertently not deleted in the adopted ordinance; and

WHEREAS, since the relevant section should be amended so the code is internally consistent; and

WHEREAS, the this amendment is procedural in nature and a Determination of Non-Significance (DNS) on the original ordinance which included the reduction in setbacks, was issued on August 28, 2008 with the comment period ending on September 10, 2008; and

WHEREAS, the City Council considered the code correction amendment at a City Council meeting conducted on September 7, 2010.

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 take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2010.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: August 31, 2010
First Reading: September 7, 2010
Second Reading: September 21, 2010
Passed by the City Council:
Date of Publication:
Effective Date:

ATTACHEMENT A

21A.25.155 Setbacks – Required building separation.

The provisions of this section do not apply to zero lot line development proposed pursuant to Chapter 21A.30 SMC. ~~The minimum interior setbacks of seven feet required pursuant to SMC 21A.25.030(A) may be reduced to five feet provided that the proposed building(s) and associated projections (which include but are not limited to eaves, bay windows, fireplace structures and uncovered porches) are at least 10 feet from any other existing building(s) and associated projections.~~ (Ord. O2003-132 § 12)



City Council Agenda Bill

Meeting Date: September 21, 2010

Date Submitted: September 15, 2010

Originating Department: Community Development

Clearances:

<input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Town Center Implementation - Development Regulations, Zoning Map, Interim Street Standards, Interim Stormwater Standards, and Infrastructure Plan

Action Required: Seventh Reading, Complete Deliberation / Adoption

Exhibits: New Exhibits:

1. Memorandum summarizing City Council Process (September 15, 2010)

Exhibits Previously Provided:

- Proposed Ordinance with Attachments A, B, and C (available for viewing on the city website at <https://www.ci.sammamish.wa.us/departments/communitydevelopment/TownCenter>)
- Decision Points # 1 through 4, and 8
- Proposed Resolution Adopting Interim Stormwater Standard with Attachment A
- Proposed Resolution Adopting Interim Street Standards with Attachment A

Budget: N/A

Summary Statement:

To implement the adopted Town Center Subarea Plan, this ordinance would adopt Town Center Development Regulations, Zoning Map amendments, and the Town Center Infrastructure Plan to implement the adopted Town Center Subarea Plan. The Development Regulations would be codified in the Sammamish Municipal Code as Title 21B, specific to Town Center development.

The "Decision Point" papers encapsulate the major policy decisions before the Council, and for which the City Council has requested that City staff draft alternative code language.

The attached resolutions would adopt the Interim Stormwater Standards and Interim Street standards for the Town Center Subarea.

On September 7, 2010 the City Council made a motion to adopt Title 21B and the infrastructure plan, and made decisions on Decision Points 1 through 4, and Decision Point 8.



City Council Agenda Bill

Background:

The Town Center plan was unanimously adopted by City Council in June, 2008. The Town Center Plan was developed after City Council had decided upon a Preferred Alternative. The Preferred Alternative identified policies incorporated into the Town Center Plan. Throughout the process of plan and code development, there were multiple opportunities for public comment, workshops, preference surveys, and extensive review by the Planning Commission leading to final adoption by the City Council.

The Planning Commission provided to the City Council their recommended Town Center Development Regulations in January, 2010. The Planning Commission focused on providing a balanced document that emphasized a balance between prescriptive requirements and flexible options. The Town Center Development Regulations are intended to complement existing Sammamish Municipal Code requirements, while including requirements specific to the Town Center. The Zoning Map implements the adopted Town Center Plan and is designed to be implemented with the regulations. The Infrastructure Plan incorporates development principles for implementing the regulations on specific sites.

On June 1, 2010 the City Council opened the Public Hearing and held a first reading on this ordinance. The public hearing was continued to June 15, 2010 and then continued to July 6, 2010 providing the opportunity for additional comments. At the July 13th meeting of the City Council the Public Hearing was continued to the July 27th meeting of the City Council and continued again to the September 7th City Council meeting.

The Public Hearing was closed on September 7, 2010 and City Council began their deliberations on final adoption of Town Center development regulations and zoning. On September 7, 2010 the City Council made a motion to adopt Title 21B and the infrastructure plan, and made decisions on Decision Points 1 through 4, and Decision Point 8.

Financial Impact: N/A

Recommended Motion: Complete deliberation and adoption.

**Department of Community Development**

September 15, 2010

TO: Ben Yazici

FM: Kamuron Gurol, Michael Matthias, and Evan Maxim

RE: Town Center Development Regulations – Final City Council meetings in September

This memo summarizes the final steps in the City Council's review process for the Town Center Development Regulations and associated documents. Staff looks forward to working with the Council to complete their review and adoption process on September 21, 2010. (A contingency date for September 28th has also been reserved should Council need an extra date.)

Summary from September 7th meeting.

On September 7th, the Council closed the public hearing on Town Center and began their deliberations. The City Council made a motion, which was seconded, to adopt the base document 21B as revised and published on August 20, 2010 along with ancillary changes, including the infrastructure plan and zoning map. The Council then adopted five amendments to 21B as described in Decision Points 1 through 4 and 8.

Attached to this memorandum is a summary of the five Decision Point amendments adopted by the Council, and a summary of specific code language is provided. As is standard practice typographical errors and necessary corrections to all documents will be completed during codification to ensure consistency with the Council direction.

Final Deliberations and Adoption

On September 21st, the Council will proceed with deliberation and adoption of the remaining decision points along with any additional changes to Title 21B, and the resolutions for adoption of Town Center stormwater and street standards. Once decisions have been made for all materials, we are done!

We hope this information is helpful and will aid in an efficient and comfortable decision-making process. Staff is of course happy to respond to question or provide other information as needed.

Please let either of us know if you have any questions, thanks!

Decision Point 1 –

Council Decision: The Council decided to approve Option “B +”. This option allocated 240 dwelling units to the TC-D zone and made the 240 dwelling units available for use in the TC-D zone, leveraging site amenities, TDRs, and for sale.

Code Change: SMC 21B “base document” will be amended to include site amenities for residential units. Townhomes and apartment permitted uses for the 240 dwelling units in the TC-D zone is currently authorized in the “base document”. The TDR option will be provided for in the proposed TDR code amendment. The sale option does not require regulatory language.

Decision Point 2 –

Council Decision: Rezone the Town Center consistent with the zoning map recommended by the Planning Commission.

Code Change: Zoning map.

Decision Point 3 –

Council Decision: Do not count public schools and public recreational facilities against the commercial square footage cap. Partially count private schools and private recreational facilities against the commercial square footage cap; in particular, do not count aspects of private schools and private recreational facilities that are low intensity uses (e.g. those portions of the facility dedicated to sports fields or sports courts such as soccer fields, tennis courts, basketball courts, swimming pools, etc)

Code change: Amend tables 21B.20.050(A), 21B.20.060(A) and 21B.25.030 and revise proposed notes 21B.20.050(B)(5) and 21B.20.060(B)(11) to read: *“The commercial square footage allocation established pursuant to SMC 21B.25.030(B)(6) shall not apply to these uses if they are publicly owned and operated. The commercial square footage allocation established pursuant to SMC 21B.25.030(B)(6) shall apply to these uses if they are privately owned and operated except for those portions of the facility dedicated to sports fields, sports courts, or other improvements that will result in a low-intensity use (including but not limited to soccer fields, tennis courts, basketball courts, swimming pools, etc).”*

Decision Point 4 –

Council Decision: Retain 40 % requirement for UZDP for the initial application in each TC-A zone (i.e. first application in TC-A1, first application in TC-A2, first application in TC-A3, first application in TC-A4, and first application in TC-A5). Modify 21B.95.020(2)(b) to include edits by City Attorney reflected in option B) of the Decision Point 4 paper.

Code Change:

Amend 21B.95.020(2)(a) to read: *“A property or collection of properties that comprises at least 40 percent of the applicable TC-A zone provided a UZDP has not been previously approved in the applicable TC-A zone. If a UZDP has previously been approved by the City in the applicable TC-A zone then the property or collection of properties may comprise less than 40 percent of the applicable TC-A zone;”*

Decision Point 8 –

Council Decision: Require the UZDP process for new development in the TC-A4 and TC-A5 zones consistent with option A) of the Decision Point 8 paper.

Code Change: Amend 21B.95 to require UZDP process for TC-A4 and TC-A5 zones.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING INTERIM STORMWATER
DEVELOPMENT STANDARDS FOR SAMMAMISH TOWN
CENTER**

WHEREAS, , the City Council adopted the Town Center Subarea Plan on June 9, 2008, as an amendment to, and element of the Sammamish Comprehensive Plan; and

WHEREAS, the Town Center Subarea Plan established the policy basis for the development of the Town Center, and provided specific direction regarding the Town Center Stormwater Development Standards; and

WHEREAS, the Town Center Development Regulations will authorize development consistent with the policy direction of the adopted Town Center Plan and specific regulatory provisions and references “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”; and

WHEREAS, the Planning Commission has reviewed the stormwater standards contained in “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center” and recommended adoption of the standards on July 15, 2010; and

WHEREAS, the City Council has reviewed the standards contained in “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”;

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

Section 1. Adoption of the Appendix G – Interim Stormwater Development Standards for Sammamish Town Center: The City Council hereby adopts “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”, attached hereto as Attachment “A” and incorporated herein by reference.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE XXTH DAY OF SEPTEMBER 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

SAMMAMISH TOWN CENTER DEVELOPMENT CODE

Chapter 21B.85

DEVELOPMENT STANDARDS – INTERIM STORMWATER STANDARDS

Sections:

21B.85.010	Purpose.....	1
21B.85.020	Resolution of conflicts.....	1

21B.85.010

Purpose.

Town Center Interim Stormwater Development Standards (July 7, 2010) Adopted.

(1) The City hereby adopts by reference the stormwater standards and specifications set forth in the document entitled “Appendix G (date July 7, 2010) of the City of Sammamish Town Center Draft Comprehensive Stormwater Plan together with the current city-wide Stormwater manual as the interim stormwater development standards for the Town Center.

(2) The director of Public Works is authorized to adopt policies and procedures to: (a) Assist in the implementation of these standards; and (b) Take into account new modes of stormwater design and construction technology.

21B.85.020 - Resolution of conflicts.

In case of inconsistency or conflict between the standards adopted herein and other provisions of the Sammamish Municipal Code or city-wide stormwater standards, the most restrictive provision shall apply.

SAMMAMISH TOWN CENTER DEVELOPMENT CODE

Chapter 21B.85

DEVELOPMENT STANDARDS – INTERIM STORMWATER STANDARDS

Sections:

21B.85.010	Purpose.....	1
21B.85.020	Resolution of conflicts.....	1

21B.85.010

Purpose.

Town Center Interim Stormwater Development Standards (July 7, 2010) Adopted.

(1) The City hereby adopts by reference the stormwater standards and specifications set forth in the document entitled “Appendix G (date July 7, 2010) of the City of Sammamish Town Center Draft Comprehensive Stormwater Plan together with the current city-wide Stormwater manual as the interim stormwater development standards for the Town Center.

(2) The director of Public Works is authorized to adopt policies and procedures to: (a) Assist in the implementation of these standards; and (b) Take into account new modes of stormwater design and construction technology.

21B.85.020 - Resolution of conflicts.

In case of inconsistency or conflict between the standards adopted herein and other provisions of the Sammamish Municipal Code or city-wide stormwater standards, the most restrictive provision shall apply.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING INTERIM STREET
STANDARDS FOR SAMMAMISH TOWN CENTER**

WHEREAS, , the City Council adopted the Town Center Subarea Plan on June 9, 2008, as an amendment to, and element of the Sammamish Comprehensive Plan; and

WHEREAS, the Town Center Subarea Plan established the policy basis for the development of the Town Center, and provided specific direction regarding the Town Center Street Standards; and

WHEREAS, the Town Center Development Regulations will authorize development consistent with the policy direction of the adopted Town Center Plan and specific regulatory provisions and references “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”; and

WHEREAS, the Planning Commission has reviewed the street standards contained in “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)” and recommended adoption of the standards on July 15, 2010; and

WHEREAS, the City Council has reviewed the standards contained in “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”; and

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

Section 1. Adoption of the Appendix G – “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010): The City Council hereby adopts “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”, attached hereto as Attachment “A” and incorporated herein by reference.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE XXTH DAY OF SEPTEMBER 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

SAMMAMISH TOWN CENTER DEVELOPMENT CODE

Chapter 21B.96

DEVELOPMENT STANDARDS – INTERIM STREET DESIGN STANDARDS

Sections:

21B.96.010	Purpose.....	1
21B.96.020	Resolution of conflicts.....	1

21B.96.010

Purpose.

Interim Town Center Street Design Standards (July 7, 2010) Adopted.

(1) The City hereby adopts by reference the street design standards and specifications set forth in the document entitled “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”, as the interim development standards for the Town Center, which includes but is not limited to transportation standards and street standards.

(2) These design standards supplant those adopted under Ordinance 02000-60 under Section 14.01

(3) ., The Director of Public Works is authorized to adopt policies and procedures to: (a) Assist in the implementation of these standards; and (b) Take into account new modes of street design and construction technology.

21B.96.020 - Resolution of conflicts.

In case of inconsistency or conflict between the standards adopted here-in and other provisions of the Sammamish Municipal Code and the City of Sammamish public works standards, the most restrictive provision shall apply.