



City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm
Council Chambers

April 21, 2015

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Parks and Recreation Department Report
- Community Center Update

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us*

Consent Agenda

1. **Approval:** Claims for period ending April 21, 2015 in the amount of \$2,751,749.72 for Check No. 40111 through 40204
2. **Approval:** Community Services Coordinator position
3. **Contract:** Fourth on the Plateau Fireworks/Wolverine West
4. **Contract:** Special Event Sound/Live Sound
5. **Contract:** Beauty Bark Installation 228th Avenue SE/NE: Pacific TopSoils
6. **Contract:** Graphic Design Services/Uproar
7. **Approval:** March 16, 2015 Committee of the Whole meeting notes
8. **Approval:** April 7, 2015 Regular Meeting minutes

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

Public Hearings - None

Unfinished Business - None

New Business

9. **Resolution:** A Resolution Of The City Of Sammamish, Washington, Adopting An Amended Policy For Co-Sponsorship For City Facility Use.
10. **Resolution:** Of The City Of Sammamish, Washington, Adopting An Amended Policy For Non-Profit Use Of City Facilities.
11. **Resolution:** Of The City Of Sammamish, Washington, Adopting An Amended Policy For Facility Rentals At The Sammamish City Hall.
12. **Resolution:** Of The City Of Sammamish, Washington, Adopting An Amended Policy For Facility Rentals At The Beaver Lake Lodge And Pavilion.
13. **Resolution:** Of The City Of Sammamish, Washington, Adopting An Amended Policy For Athletic Field Rentals.
14. **Resolution:** Of The City Of Sammamish, Washington, Adopting An Amended Policy For Picnic Shelter Rentals.

Council Reports

City Manager Report

- City Manager's Position Transition

Executive Session – If needed

Adjournment

AGENDA CALENDAR

May 2015			
Tues 5/5	6:30 pm	Regular Meeting	Presentation: WRIA 8 Salmon Recovery Ordinance: First Reading 2015 Carry Forwards Impact Fee Report Year End Report Astound Broadband Telecommunications Franchise Agreement Interlocal: Permit Processing/King County
Tues 5/12	6:30 pm	Study Session	2015 Comp Plan Update (Transportation, Environment)
Mon 5/18	6:30 pm	COW Meeting	2015 Comp Plan Update (If needed) To remain in reserve
Tues 5/19	6:30 pm	Regular Meeting	Presentation: Boys and Girls Club Operations Report Ordinance: Second Reading 2015 Carry Forwards Astound Broadband Telecommunications Franchise Agreement
June 2015			
Tues 6/2	6:30 pm	Regular Meeting	Public Hearing/first reading: 2015 Comp Plan Update
Tues 6/9	6:30 pm	Study Session	2015 Comp Plan (if needed)
Mon 6/15	6:30 pm	COW Meeting	Discussion: Initiative and Referendum
Tues 6/16	6:30 pm	Regular Meeting	Ordinance: Second Reading 2015 Comp Plan Update
July 2015			
Tues 7/7	6:30 pm	Regular Meeting	Presentation: Volunteer Recognition Bid Award: Big Rock Park Phase I/TBD Bid Award: Lower Commons ADA Trail/TBD
Tues 7/14	6:30 pm	Study Session	
Mon 7/20	6:30 pm	COW Meeting	
Tues 7/21	6:30 pm	Regular Meeting	
August 2015			
			NO MEETINGS
Sept 2015			
Tues 9/1	6:30 pm	Regular Meeting	
Tues 9/8	6:30 pm	Study Session	YMCA Property Development Discussion
Tues 9/15	6:30 pm	Regular Meeting	
Mon 9/21	6:30 pm	COW Meeting	
Oct 2015			
Tues 10/6	6:30 pm	Regular Meeting	Presentation: LWSD STEM School/Big Rock Park Project
Tues 10/13	6:30 pm	Study Session	
Mon 10/19	6:30 pm	COW Meeting	
Tues 10/20	6:30 pm	Regular Meeting	
Nov 2015			
Tues 11/3	6:30 pm	Regular Meeting	
Tues 11/10	6:30 pm	Study Session	
Mon 11/16	6:30 pm	COW Meeting	
Tues 11/17	6:30 pm	Regular Meeting	

[[Add Event](#)]

If you are looking for facility rentals, please click [here](#).

<< [March](#)

April 2015

[May](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. Parks and Recreation Commission Meeting	2 6:30 p.m. Planning Commission Meeting	3 8:30 a.m. Volunteer Trail Work Party	4 8:30 a.m. Volunteer Trail Work Party
5 8:30 a.m. Volunteer Trail Work Party	6	7 8:30 a.m. Volunteer Trail Work Party 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	8 8:30 a.m. Volunteer Trail Work Party 7 p.m. Beaver Lake Management District Meeting	9 8:30 p.m. Volunteer Trail Work Party	10 8:30 a.m. Volunteer Trail Work Party 8:30 a.m. Art Exhibit - "Moments-Art in Response to Time and Place" by Amanda Devine	11 8:30 a.m. Volunteer Trail Work Party
12 8:30 a.m. Volunteer Trail Work Party	13	14 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. City Council Study Session	15 8:30 a.m. Volunteer Trail Work Party 6 p.m. First Public Meeting - Inglewood Hill Stormwater Trunkline and Non-motorized Improvement Project 6 p.m. Sammamish Youth Board Meeting	16 7:30 a.m. Bill Proby Art Exhibit 8:30 a.m. Volunteer Trail Work Party 3:15 p.m. Transportation Committee Meeting 6:30 p.m. Planning Commission Meeting	17 8:30 a.m. Volunteer Trail Work Party	18 9 a.m. Volunteer at Ebright Creek Park
19 8:30 a.m. Volunteer Trail Work Party	20 6 p.m. Committee of the Whole	21 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. City Council Meeting	22 8:30 a.m. Volunteer Trail Work Party	23 8:30 a.m. Volunteer Trail Work Party 6 p.m. Exhibiting Artist Reception	24 8:30 a.m. Volunteer Trail Work Party	25 8:30 a.m. Volunteer Trail Work Party 8:45 a.m. Fun Run 4 Maddie 10 a.m. Volunteer at Lower Commons Park
26 8:30 a.m. Volunteer Trail Work Party	27 6:30 p.m. Arts Commission Meeting	28 2 p.m. Finance Committee Meeting	29	30		

[[Add Event](#)]

If you are looking for facility rentals, please click [here](#).

<< April

May 2015

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 10 a.m. Sammamish Walks - Haiku in the Woods
3 7:30 a.m. Sammamish-Redmond Boys & Girls Club 10K/5K Fun Run	4	5 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 10 a.m. "Block Printing" Senior Art Workshop 6:30 p.m. Planning Commission Meeting	8	9 1 p.m. "Au-some Artists" Special Arts Sammamish
10	11	12 6:30 p.m. City Council Study Session	13	14	15 7 p.m. "Opera Ole"	16 10 a.m. Sammamish Walks - Pine Lake Park History 12 p.m. Rig-A-Palooza
17 5 p.m. "Call to Artists"	18 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	19 6:30 p.m. City Council Meeting	20 4 p.m. Sammamish Chamber of Commerce Farmer's Market 6 p.m. Sammamish Youth Board Meeting	21 10 a.m. "Pushing the Puddle" watercolor workshop 6:30 p.m. Planning Commission Meeting	22	23
24	25 Memorial Day City offices closed	26	27 4 p.m. Farmer's Market	28	29	30 6:30 a.m. Flying Wheels Bike Ride
31						



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: April 16, 2015
RE: Claims for April 21, 2015

\$ 174,526.99
 67,861.37
 217,927.18
 2,291,614.18

Over \$10,000 Payments

Porter Brothers	\$2,048,154.38	Community & Aquatic Center - March 2015
Heritage Bank	\$97,997.82	Retainage - Porter Bros - Community & Aquatic Center
Everson's Econo Vac	\$58,628.00	Vactor & Jetting March 2015
Barker Rinker Seacat	\$52,096.40	Community & Aquatic Center - March 2015
Pellco Construction	\$43,800.00	Sammamish Landing Parking Improvements
King County Treasurer	\$34,201.67	SWM Fees/Taxes
NW Asphalt	\$21,630.36	Pine Lake Park Driveway
Wa State Labor & Industries	\$19,601.40	L&I Payment - 1st Qtr 2015
Integrated Print Solution	\$18,699.25	Park & Rec Spring Guide/Monthly Newsletter
Public Restroom Company	\$17,524.00	Sammamish Landing Restroom
PSE	\$12,774.24	Various Gas & Electric Bills Citywide

TOTAL \$ 2,751,749.72

Checks # 40111 – 40204

174,526.99 +
 67,861.37 +
 217,927.18 +
 2,291,614.18 +
 2,751,749.72G+

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40185	04/21/2015	AES	Associated Earth Sciences, Inc.	2,380.00	40,185
40186	04/21/2015	BRS	Barker Rinker Seacat Architecture	52,096.40	40,186
40187	04/21/2015	COMCAST3	Comcast	1,246.97	40,187
40188	04/21/2015	FASTENAL	Fastenal Industrial Supplies	36.00	40,188
40189	04/21/2015	GARDNERS	Gardners Plant Services	698.54	40,189
40190	04/21/2015	GRAINGER	Grainger	85.01	40,190
40191	04/21/2015	HERITAGE	Heritage Bank	97,997.82	40,191
40192	04/21/2015	maren	Mareneos Rock Center	1,335.96	40,192
40193	04/21/2015	NWNUISAN	Willard's Pest Control Company	825.62	40,193
40194	04/21/2015	PACPLANT	Pacific Plants	114.98	40,194
40195	04/21/2015	PACSOIL	Pacific Topsoils, Inc	1,745.87	40,195
40196	04/21/2015	PAPE	Pape Machinery Exchange	1,231.88	40,196
40197	04/21/2015	PELLCO	Pellco Construction Inc	43,800.00	40,197
40198	04/21/2015	PINFOUND	Pin Foundations, Inc	1,220.00	40,198
40199	04/21/2015	PORTER	Porter Brothers Construction, Inc	2,048,154.38	40,199
40200	04/21/2015	PUBLICRE	Public Restroom Company	17,524.00	40,200
40201	04/21/2015	USHEALTH	U S Healthworks	48.00	40,201
40202	04/21/2015	WALAB	Wa State Dept of Labor & Indus	19,601.40	40,202
40203	04/21/2015	WESSPUR	WesSpur Tree Equipment, Inc.	72.82	40,203
40204	04/21/2015	ZUMAR	Zumar Industries, Inc.	1,398.53	40,204
Check Total:				2,291,614.18	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40124	04/21/2015	BACKGROU	Background Source Intl	275.00	40,124
40125	04/21/2015	BRICKMAN	Brickman Group Ltd LLC	5,781.05	40,125
40126	04/21/2015	BRIDENST	Art Bridenstine	149.96	40,126
40127	04/21/2015	BRIM	Brim Tractor Co, Inc	218.58	40,127
40128	04/21/2015	BUCHAN	Wm. Buchan, Inc.	4,464.50	40,128
40129	04/21/2015	CADMAN	Cadman, Inc.	1,959.47	40,129
40130	04/21/2015	CALSENSE	Calsense	766.50	40,130
40131	04/21/2015	CHINOOKB	Chinook Book	1,642.50	40,131
40132	04/21/2015	COMCAST2	Comcast	9.42	40,132
40133	04/21/2015	COSTCO	Costco Wholesale	177.49	40,133
40134	04/21/2015	CURRY	Kathy Curry	43.13	40,134
40135	04/21/2015	DEERE	John Deere Landscapes	1,230.03	40,135
40136	04/21/2015	DELL	Dell Marketing L.P.	1,381.40	40,136
40137	04/21/2015	EASTBASK	Eastlake Youth Basketball	183.00	40,137
40138	04/21/2015	EPICENTE	Epicenter Services LLC	2,167.45	40,138
40139	04/21/2015	EVERSONS	Everson's Econo Vac, Inc.	58,628.00	40,139
40140	04/21/2015	FRONTIR2	Frontier	381.26	40,140
40141	04/21/2015	GAMETIME	Game Time	1,222.94	40,141
40142	04/21/2015	GARRETSO	Lin Garretson	97.03	40,142
40143	04/21/2015	GFOA	Govt Finance Officers Assoc	50.00	40,143
40144	04/21/2015	GOODSON	David M. Goodson	450.00	40,144
40145	04/21/2015	GREATAME	Great America Financial Services	130.31	40,145
40146	04/21/2015	HDFOWL	H. D. Fowler Company	1,478.19	40,146
40147	04/21/2015	HONDAKU	Issaquah Honda Kubota	236.96	40,147
40148	04/21/2015	HONEY	Honey Bucket	648.50	40,148
40149	04/21/2015	HOWARD	Lyman Howard	48.58	40,149
40150	04/21/2015	INTEGRA	Integra Telecom	1,708.97	40,150
40151	04/21/2015	IPS	Integrated Print Solutions, Inc	18,699.25	40,151
40152	04/21/2015	ISSIGNS	Issaquah Signs	381.06	40,152
40153	04/21/2015	JACKSONJ	Janie Jackson	10.41	40,153
40154	04/21/2015	JONESELB	Dylan L.B. Jones	56.93	40,154
40155	04/21/2015	KCBLANK	King County Finance	500.00	40,155
40156	04/21/2015	KINGFI	King County Finance A/R	4,601.32	40,156
40157	04/21/2015	KINGPET	King County Pet Licenses	420.00	40,157
40158	04/21/2015	KINGTREA	King County Treasurer	34,201.67	40,158
40159	04/21/2015	LESSCHWA	Les Schwab Tire Center	91.98	40,159
40160	04/21/2015	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	40,160
40161	04/21/2015	maren	Marenekos Rock Center	1,837.28	40,161
40162	04/21/2015	MOBERLY	Lynn Moberly	9,600.00	40,162
40163	04/21/2015	NAPA/RED	Woodinville Auto Parts	377.38	40,163
40164	04/21/2015	NESAM	NE Sammamish Sewer & Water	130.50	40,164
40165	04/21/2015	NWASPHAL	NW Asphalt, Inc	21,630.36	40,165
40166	04/21/2015	OILCAN	Oil Can Henry's	111.55	40,166
40167	04/21/2015	PACPLANT	Pacific Plants	8,601.22	40,167
40168	04/21/2015	PACSOIL	Pacific Topsoils, Inc	7,425.20	40,168
40169	04/21/2015	PASTON	Cheryl Paston	67.75	40,169
40170	04/21/2015	PSE	Puget Sound Energy	12,774.24	40,170
40171	04/21/2015	REDMOND	City Of Redmond	32.30	40,171
40172	04/21/2015	ROTARSAM	Rotary Club of Sammamish	65.00	40,172
40173	04/21/2015	SAM	Sammamish Plateau Water Sewer	1,679.07	40,173

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40174	04/21/2015	SEALEGAL	Seattle Legal Messenger Services	97.50	40,174
40175	04/21/2015	SEATIM	Seattle Times	2,184.72	40,175
40176	04/21/2015	STOECKL	Jane C. Stoecklin	135.00	40,176
40177	04/21/2015	SUBPROPA	Suburban Propane	466.89	40,177
40178	04/21/2015	TIMMONS	Timmons Group	2,047.50	40,178
40179	04/21/2015	USBANKNA	US Bank N.A.	91.00	40,179
40180	04/21/2015	VERIZON	Verizon Wireless	2,412.52	40,180
40181	04/21/2015	WARNES	Dee Warnes	73.80	40,181
40182	04/21/2015	WATRACTO	Washington Tractor	196.31	40,182
40183	04/21/2015	WESSPUR	WesSpur Tree Equipment, Inc.	72.82	40,183
40184	04/21/2015	ZUMAR	Zumar Industries, Inc.	1,270.13	40,184
				217,927.18	
Check Total:					

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40111	04/03/2015	AWCMED	AWC Employee BenefitsTrust	119,731.16	40,111
40112	04/03/2015	COMCAST2	Comcast	258.15	40,112
40113	04/03/2015	COMCDUTH	Comcast	85.29	40,113
40114	04/03/2015	FLEXPLAN	Flex-Plan Services Inc	1,849.66	40,114
40115	04/03/2015	ICMA401	ICMA 401	40,941.61	40,115
40116	04/03/2015	ICMA457	ICMA457	10,734.52	40,116
40117	04/03/2015	IDHW	Idaho Child Support Receipting	326.50	40,117
40118	04/03/2015	PREPAIDL	LegalShield	109.60	40,118
40119	04/03/2015	WASUPPOR	Wa State Support Registry	490.50	40,119
Check Total:				174,526.99	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40120	04/10/2015	ISD	Issaquah School District	11,400.00	40,120
40121	04/10/2015	LWSD	Lake Washington School Dist	52,926.50	40,121
40122	04/10/2015	PSE	Puget Sound Energy	2,958.87	40,122
40123	04/10/2015	WATREAS	Wa State Treasurer	576.00	40,123
				67,861.37	
Check Total:				67,861.37	



Meeting Date: April 21, 2015

Date Submitted: April 15, 2015

Originating Department: City Manager

Clearances:

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

Subject: Authorization to recruit for the Community Services Coordinator Position

Action Required: Motion to Approve Filling the Position

Exhibits: 1. Presentation of April 14, 2015 Outlining the Essential Job Duties

Budget: .5 FTE budgeted at \$48,986 (Salary & Benefits) for 2015 at Grade I

Summary Statement:

The Community Service Coordinator position was proposed and funded as part of the 2015/2016 Biennial Budget. Staff was directed not to recruit for this position until the job description was better defined. At the April 14th Study Session Council further discussed this position's duties as outlined and directed staff to bring a motion forward to proceed with recruiting.

Background:

Councilmember Keller, with the support of several Councilmembers, proposed this position as part of the 2015/2016 Biennial Budget. The position was approved and funded at .5 FTE with the caveat that the position would not be filled until the job duties and responsibilities were better defined. At the January 2015 City Council Retreat, the position was discussed further with direction given to use the Issaquah's "Social Services Needs Analysis" to assist in further defining the position's duties. Staff determined that the Issaquah's study was borrowed from Bellevue. Staff presented this information along with a Summary of Essential Job Duties and Responsibilities for discussion by the Council. Council discussed the position and outlined duties resulting in a desire to proceed with recruiting for this position. The position's duties and FTE will be evaluated as needed.

Financial Impact:

The position is funded as part of the 2015/2016 Biennial Budget at a .5 FTE. 2015 Salary and Benefits is budgeted at \$48,986 in the General Fund line item 001-018-518-10-11-00 and 001-018-518-10-21-00.

Recommended Motion:

Motion to Authorize the City Manager to proceed with recruiting for the Community Services Coordinator position.

Community Services Coordinator

Elements of Job Duties Discussion

April 14, 2015



History

- ▶ Fall 2014: Proposal from Councilmember as part of the budget process
- ▶ Fall 2014: .5 FTE Budgeted with further discussion planned re duties
- ▶ Jan 2015: Discussion at the City Council Retreat with plan to use Issaquah's needs analysis
- ▶ Mar 2015: Determined Issaquah's needs analysis was borrowed from Bellevue
- ▶ Apr 2015: Today for further discussion and direction

Summary of Essential Duties and Responsibilities

- ▶ Develops and maintains relationships with public and private agencies, organizations, associations, schools and other community and civic groups to promote information-sharing, coordination of community programs/events, and to promote City programs.
- ▶ Advises service providers and City leadership with needs and capacity analysis.
- ▶ Develops and Maintains a Directory of Resources.
- ▶ Provides a variety of general information to the public regarding City special programs, community events, volunteerism, referrals and recommendations.

Continued.....

- ▶ Strengthens community relations and positive City image through outreach programs and events, which encourage citizen involvement and participation.
- ▶ Participates in the development of community partnerships and sponsorships to promote and support City programs.
- ▶ Supports both formal and informal service provider networks.
- ▶ Monitors community feedback on all programs, services and events and ensures timely response and correction.
- ▶ Establishes program goals and benchmarks with analysis of results.

Council Discussion and Direction



Meeting Date: April 21, 2015

Date Submitted: April 13, 2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau event.

Action Required: Authorize the City Manager to execute a contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau.

Exhibits: 1. Contract

Budget: 2015: \$25,000 for fireworks display
(Recreation Division: Professional Services)

Summary Statement:

This authorization is for a fireworks display at the Fourth on the Plateau event. We solicited proposals in March 2010 and received responses from two fireworks companies. Wolverine West Fireworks was selected based on cost, experience with similar events, quality of their previous shows, professional references from other municipalities and the number of fireworks effects their proposal included. Wolverine has produced excellent shows since 2010 and we would like to continue working with them.

Due to ongoing construction of the new Sammamish Community and Aquatic Center, the previous fireworks launch site (the Kellman House driveway) is no longer available. The new fireworks launch site is approximately midpoint of the trail that connects the Upper Commons to the Lower Commons. The trail is currently closed for construction. This launch site was approved by Eastside Fire and Rescue and our contractor, Wolverine West. This launch site has a larger "drop zone," which will allow us to use larger shells in this year's show.

Background:

The Fourth on the Plateau event began in 2007 and has been a popular annual event drawing over 10,000 people each year to the Sammamish Commons. The fireworks display is a vital component of this event. Microsoft has historically been the event's Presenting Sponsor and has again agreed to a \$15,000 sponsorship to help offset the cost of the fireworks.

Financial Impact:

The total cost for the fireworks display is \$25,000.00 (including W.S.S.T.), consistent with previous year's cost.

Recommended Motion:

Authorize the City Manager to execute a contract with Wolverine West Fireworks for a total of \$25,000.00 for a fireworks display at the Fourth on the Plateau event.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Wolverine West Fireworks

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Wolverine West Fireworks, hereinafter referred to as the "Contractor."

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

WHEREAS, the City has selected the Contractor 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 Contractor.** The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit _____

A sum not to exceed: \$25,000

Other (describe): _____

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2015. The contract may be renewed for two (2) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

5. **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 Contractor 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.

Exhibit 1

6. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, 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.

7. **Indemnification.** 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. **Copyrights.** The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. **Insurance.**

A. The Contractor 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 Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Contractor 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.

Minimum Amounts of Insurance

Contractor 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 \$3,000,000 each occurrence, \$3,000,000 general aggregate.

Exhibit 1

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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor'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

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

A. The Contractor 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 Contractor 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.

11. 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.

12. 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 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 cancelled 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 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.

13. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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.

Exhibit 1

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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 Contractor 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.

18. **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.

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

Wolverine West, LLC
PO Box 628
Chehalis, WA 98532

20. **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.

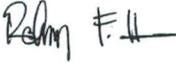
21. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace 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.

Exhibit 1

CITY OF SAMMAMISH:

CONTRACTOR:

By: _____

By:  _____
Digitally signed by
Rodney Hash
Date: 2015.04.14
16:06:32 -07'00'

Title: City Manager

Title: **Partner**

Date: _____

Date: **4/14/15**

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit 1

2015 Sammamish Fourth on the Plateau

Date: 7/4/15

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			20	1,030	0	122	418	231	60	0	0	0
100's Brocade Crown + Blue Scatter	100	1	1	100								
2" 49's Mix Shells	49	1	1	49								
Finale Cakes												
2.5" 36's Color Peony w/Tail	36	1				36						
2.5" 25's Brocade Crown	25	2				50						
2.5" 36's Pink & Grass Green Chry, 1/2 Blue 1/2 Red Peony, Sea Blue & Orange Peony, 1/2 Purple 1/2 Green Peony, Color Peony, Brocade Crown	36	1				36						
3" 25's 1/2 Mixed Color 1/2 Salutes	25	1					16					
3" 25's Color Peony Crackling w/Silver Tail	25	1					16					
4" 16's Mix Shells	16	1						16				
4" 16's Red, Green, Glittering White & Gold Peony	16	1						16				
Candles												
1.5" Lidu 8's Silver Tail Candle	8	3	3	24								
1.5" Lidu 8's Gold Flashing to Red Star Candle	8	3	3	24								
Mines												
4" Red White Blue Mine	 	5						5				
4" Gold Mine	 	2						2				
4" Silver Whistle Tail Titanium Mine	 	2						2				
Comets												
3" Gold Burst Comet - Pressed	 	3					3					
Finale Chains												
3" Assorted Finale Shells w/Gold Tail - A (10/1)	10	3					30					
3" Assorted Finale Shells w/Gold Tail - B (10/1)	10	3					30					
3" R/W/B Salute Finale Chain (12/1)	12	3					36					
5" Dancing Finale Chain (3/1)	3	3							9			

Exhibit 1

2015 Sammamish Fourth on the Plateau

Date: 7/4/15

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			20	1,030	0	122	418	231	60	0	0	0
Salutes												
3" Titanium Salute (Ball)	X	18					18					
3" Cylinder Salute	X	18					18					
Peanut Shells (2-Break)												
3" Gold Wave/Purple Wave	2	3					6					
3" Gold Wave Red/Gold Wave Green	2	3					6					
3" Palm Tree/Cherry Blossom w/Whistle	2	1					2					
4" Gold Wave/Purple Wave	2	1						2				
4" Gold Wave Red/Gold Wave Green	2	3						6				
4" Palm Tree/Cherry Blossom w/Whistle	2	4						8				
Cylinder Shells												
3" Palm w/Crackle Cyl.	X	3					3					
4" Whistles & Stars Cyl.	X	3						3				
4" Fish & Whistles Cyl.	X	3						3				
Ball Shells												
3" Lidu Ball Asst. "A" w/Tails (36 Variety)	X	72					72					
3" Lidu Ball Asst. "B" w/Tails (36 Variety)	X	72					72					
3" Lidu Ball Asst. "C" w/Tails (36 Variety)	X	72					72					
3" Dancing Red Chry w/Blue Pistil	X	6					6					
3" Dancing Silver Chry w/Red Pistil	X	6					6					
3" Brocade Crown w/Blue	X	3					3					
3" Brocade Crown w/Red	X	3					3					
4" Lidu Ball Asst. "A" w/Tails (18 Variety)	X	36						36				
4" Lidu Ball Asst. "B" w/Tails (18 Variety)	X	36						36				
4" Lidu Ball Asst. "C" w/Tails (18 Variety)	X	60						60				

Exhibit 1

2015 Sammamish Fourth on the Plateau

Date: 7/4/15

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			20	1,030	0	122	418	231	60	0	0	0
4" DH Red Strobe w/Blue Pistil	X	3						3				
4" DH Red Wave w/Crackling	X	3						3				
4" Dancing Silver Strobe	X	3						3				
4" Dancing Blue Dahlia	X	3						3				
4" Wolverine Silver Chry	X	3						3				
4" Wolverine Gold Chry	X	3						3				
4" Wolverine Red Peony	X	3						3				
4" Wolverine Yellow Peony	X	3						3				
4" Wolverine Blue Peony	X	3						3				
4" Wolverine Purple Peony	X	3						3				
4" Wolverine Orange Peony	X	3						3				
4" Wolverine Variegated Peony	X	3						3				
5" Lidu Ball Asst. "A" w/Tails (18 Variety)	X											
Silver To Golden Peony	X	1							1			
Red To Yellow To Blue Peony	X	1							1			
Golden Wave To Red To Green	X	1							1			
Golden Wave To Red To Blue	X	1							1			
Red Wave To Small Color Flower	X	1							1			
Red Crossette	X	1							1			
Golden Crossette	X	1							1			
Golden Spider W/Green Strobe Pistil	X	1							1			
Half Red & Green Peony	X	1							1			
Red To Green Peony W/Silver Pistil	X	1							1			
Silver Time Rain Coconut Tree	X	1							1			
Blue To Red To Green Flashing	X	1							1			
Green To Silver W/Red Pistil	X	1							1			
Red To Time Rain Chry	X	1							1			
Blue To Time Rain Chry	X	1							1			
White Flashing Dahlia	X	1							1			
Green Flashing Dahlia	X	1							1			
5" Lidu Ball Asst. "B" w/Tails (18 Variety)	X											
Red Peony W/Coconut Tree Pistil	X	1							1			
Silver Peony W/Red Pistil	X	1							1			
Red To Blue To Silver Peony	X	1							1			

Exhibit 1

2015 Sammamish Fourth on the Plateau

Date: 7/4/15

Name	Cake		Cake									
	Effects	Qty	Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			20	1,030	0	122	418	231	60	0	0	0
Half Silver & Red Peony	X	1							1			
Silver Time Rain Crossette	X	1							1			
Golden Spider W/Green Strobe Pistil	X	1							1			
Grass Green Peony	X	1							1			
Golden Wave To Purple W/Golden Flashing Pistil	X	1							1			
Orange Peony	X	1							1			
Yellow Chry W/Green Pistil	X	1							1			
Glitter Coconut Tree	X	1							1			
Color Bees W/Multi-Salute	X	1							1			
5" Lidu Ball Asst. "C" w/Tails (18 Variety)	X											
Dispark Chry	X	1							1			
Silver Coconut Tree	X	1							1			
Golden Flashing To Crossette	X	1							1			
Red Ring W/ White Strobe To Salute	X	1							1			
Red To Golden Crackling Chry Flower	X	1							1			
Green Chry.W/Red Pistil	X	1							1			
Purple Tail To Silver Crackling Stars	X	1							1			
Blue To Golden Crackling Chry Flower	X	1							1			
Purple Chry.W/Silver Pistil	X	1							1			
Colors Dahlia	X	1							1			
Green To Golden W/Crackling Pistil	X	1							1			
Silver Wave To Red To White Flashing	X	1							1			
Silver Wave To Green To Green Flashing	X	1							1			
Half Orange & Grass-Green Peony	X	1							1			
Saturn Ring & Dark Peony	X	1							1			
New Color Crossette	X	1							1			

Exhibit 1

2015 Sammamish Fourth on the Plateau

Date: 7/4/15

Name	Cake Effects	Qty	Cake									
			Cakes	Effects	1.75"	2.5"	3"	4"	5"	6"	8"	10"
			20	1,030	0	122	418	231	60	0	0	0
5" Dragon Head Ring w/Coconut Pistil & Salute	X	3							3			
5" Crackling Kamuro Chry	X	3							3			
Totals			20	1,030	0	122	418	231	60	0	0	0

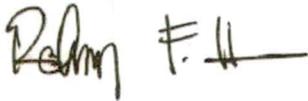
Total Price Including WSST \$25,000.00

The display will be fired by a Washington State Licensed Pyrotechnician. We carry display general liability insurance in the amount of 5 million and products liability insurance in the amount of 1 million, both underwritten by Lloyds of London.

The proposal includes; labor, materials, equipment, cleanup, permit fees, WSST.

If you have any questions please contact us at 206.459.0917. Thank you for the opportunity to provide you this bid.

Sincerely,



Rod Hash, Partner

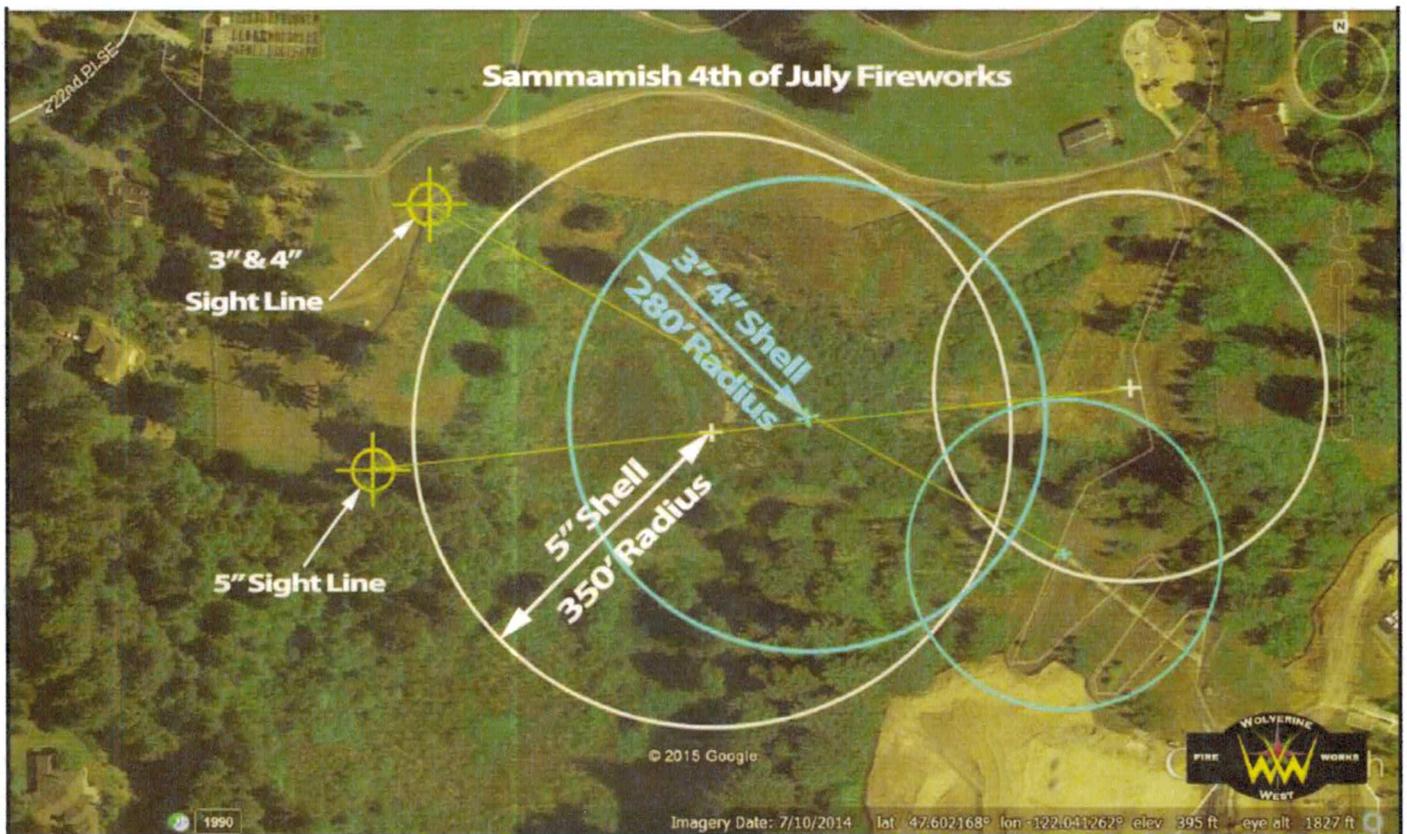


Exhibit 1

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

EXHIBIT C
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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 Contractor
 Individual/Proprietor Other (explain)

TIN No.: **91-1959710**

Social Security No.: _____

Print Name: **Rodney F. Hash**

Title: **Partner**

Business Name: **Wolverine West, LLC**

Business Address: **PO Box 628, Chehalis, WA 98532**

Business Phone: **206.459.0917**

4/14/15
Date

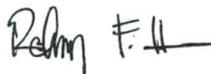

Digitally signed by Rodney Hash
Date: 2015.04.14 16:07:23 -07'00'
Authorized Signature (Required)

EXHIBIT D
City of Sammamish

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal:

Location:

Date of Work/Service:

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: Recreation Coordinator Phone: 425-295-0588

To Be Completed by the Contractor:

Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____



Meeting Date: April 21, 2015

Date Submitted: April 15, 2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract with Live Sound and Stage for sound and production services at the summer special event performances.

Action Required: Authorize the City Manager to execute a contract with Live Sound and Stage for sound and production services at the summer special event performances.

Exhibits: 1. Contract and Scope of Work

Budget: \$31,000 for Sound and Production Services
(Recreation Division)

Summary Statement:

This authorization is for sound and production services at the summer special event performances. Events include Teen Fest Skate Competition, Fourth on the Plateau, Concerts in the Park and Sammamish Days.

A Request for Proposals was issued to 5 eligible sound and production vendors in April 2015. Live Sound and Stage was the sole company to respond to the RFP. Live Sound and Stage was selected based on experience with similar projects, quality of previous work, professional references, and their overall quote for sound and production services. Live Sounds and Stage also provided sound and production services for the City of Sammamish in 2012 and 2013. This contract will be for a one (1) year period with the option to renew up to three (3) years.

Background:

The Parks and Recreation Department hosts a number of summer events that require professional sound, lighting and production services. These include the following:

- Teen Fest Skate Competition - The Parks and Recreation Department hosts an end-of-the-school year skate competition at the Sammamish Commons skate park on June 5, 2015. A sound system is needed for announcements and playing music throughout the event.
- Fourth on the Plateau - The City's annual 4th of July event and fireworks display includes live music, children's activities and food vendors beginning at 6:00 pm. A large fireworks show happens at 10:00 pm. Sound and production services are needed at the main stage to support two bands that play during the event.
- Concerts in the Park - The Parks and Recreation Department offers a free concert series (total of 8 performances) at Pine Lake Park Thursday evening in July and August. The concerts include a live musical performance, along with food vendors and sponsor give-a-ways. Sound and production services are needed to support a variety of bands.
- Sammamish Days – On August 22, 2015, the Department is hosting Sammamish Days, an event celebrating culture and community. This event features live music, dance, cultural performances, food vendors and children's activities.

Financial Impact:

The 2015 Recreation Division budget includes \$31,000 for special event sound and lighting services. The requested authorization amount is \$15,950.00 + W.S.S.T.

Recommended Motion:

Authorize the City Manager to execute a contract with Live Sound and Stage for \$15,950.00 + W.S.S.T. for sound and production services at the summer special events.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Live Sound and Stage

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Live Sound and Stage, hereinafter referred to as the "Contractor."

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

WHEREAS, the City has selected the Contractor 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 Contractor.** The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed: _____

Other (describe): _____

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2015. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

5. **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 Contractor 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.

LS

Exhibit 1

6. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, 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.

7. **Indemnification.** 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. **Copyrights.** The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. **Insurance.**

A. The Contractor 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 Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Contractor 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 Contractor's profession.

Minimum Amounts of Insurance

Contractor 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.

LS

Exhibit 1

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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor'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

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

A. The Contractor 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 Contractor 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.

11. 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.

12. 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 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 cancelled 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 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.

13. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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.

LS

Exhibit 1

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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 Contractor 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.

18. **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.

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

City of Sammamish
Parks and Recreation Director
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

Live Sound and Stage
c/o Dean Saunders
PO Box 4067
Everett, WA 98204
(425) 308-2868

20. **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.

21. **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 Contractor, 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.

CS

Exhibit 1

CITY OF SAMMAMISH:

By: _____

Title: Parks and Recreation Director

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By: 

Title: member/manager

Date: 4-14-15

Approved As To Form:

City Attorney



Exhibit 1

Exhibit A City of Sammamish Scope of Services

A. Total Compensation.

Total Compensation for this Agreement is not to exceed \$15,950.00 + W.S.S.T.

B. Scope of Services.

- i. The contractor shall provide a lighting system, monitoring system, mixing console, compressor/limiters, crossover, microphones, speakers, subwoofers, and snake. D.I.'s to meet specific needs of performers (individual bands to provide stage plot one-week in advance of the performance date).
- ii. The system shall include redundancy capability such that any malfunction of critical components can be quickly overcome.
- iii. Equipment shall be sufficient to accommodate up to an eighty-piece orchestra.
- iv. The contractor, personnel and equipment must be set up and ready for sound check 60-minutes prior to the performance.
- v. The contractor shall adhere to the performance schedule.
- vi. All electrical equipment shall adhere to relevant safety codes and be secured from public access.
- vii. All cable shall adhere to relevant safety codes and be safely secured to stage decking.
- viii. The contractor shall provide a stage power distribution system for all equipment. The City of Sammamish shall provide the power supply for each event.
- ix. The contractor shall be fully responsible for set-up and breakdown of the equipment.
- x. The contractor shall serve as the stage manager during performances.
- xi. The contractor shall perform consulting and logistical services such as contacting the artist and/or their representative in advance of the performance regarding the technical, equipment and back-up lines needed.
- xii. The contractor and crew shall conduct themselves in a professional manner at all times.

C. Events.

Live Sound shall provide sound, lighting and production services for the following events and according to the respective fees identified for each event:

- i. Sammamish End of School Year Teen Event
Location: Sammamish Commons Skate Park
Date: Friday, June 5, 2015
Event Time: 4:00 – 7:00pm
Fee: \$750.00 + W.S.S.T



Exhibit 1

- ii. Summer Concert Series
Location: Pine Lake Park
Dates: July 19, July 16, July 23, July 30, August 6, August 13, August 20 and August 27, 2015
Event Time: 6:30 – 8:00pm
Fee: \$7,600.00 + W.S.S.T.

- iii. Fourth on the Plateau
Location: Sammamish Commons Plaza
Date: July 4, 2015
Event Time: 6:00pm – 10:30pm
Fee: \$3,400.00 + W.S.S.T

- iv. Sammamish Days and Nights
Location: Sammamish Commons Plaza
Date: August 22, 2015
Event Time: 10:00am-2:00pm and 6:00-10:00pm
Fee: \$4,200 + W.S.S.T

Total All Events: \$15,950.00 + W.S.S.T.

LS

Exhibit 1

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

LS

EXHIBIT C
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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 Contractor
 Individual/Proprietor Other (explain) LLC

TIN No.: 45-5576845

Social Security No.: 538-72-8856

Print Name: Leroy Dean Saunders

Title: member/manager

Business Name: Live Sound + Stage LLC

Business Address: PO Box 4067 Everett WA 98204

Business Phone: 425-308-2868

4-14-15
Date


Authorized Signature (Required)

LS

Exhibit 1



Meeting Date: April 21, 2015

Date Submitted: April 15, 2015

Originating Department: Public Works

Clearances:

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

Subject: Installation of beauty bark on 228th Ave and on Issaquah-Pine Lake Rd SE

Action Required: Authorize the City Manager to sign a contract with Pacific Topsoils, Inc. to install beauty bark on 228th Ave and on Issaquah-Pine Lake RD SE.

Exhibits: Contract

Budget: The approved 2015 Street Professional Services/ROW Landscape budget is \$165,000. This bark project will be funded from that line item in an amount not to exceed \$22,764.00 including WSST.

Summary Statement:

Install 2" of medium beauty bark on all center islands, roundabouts, sidewalk planter beds and tree wells on:

- 228th Ave. from NE 4th Street to Issaquah-Pine Lake Rd SE; and
- Issaquah-Pine Lake Rd SE from 228th Ave SE to 234th Ave. SE.

A request for proposals (RFP) was issued in March 2015. A total of six (6) firms responded to the RFP. Pacific Topsoils, Inc. was identified as the lowest responsible bidder.

Background:

Beauty bark has traditionally been installed every two or three years, not only for the aesthetics, but to help reduce the use of herbicides and labor to control the growth of weeds. The last time bark was installed on 228th was in 2012. This project was planned for during the 2015 budget development.

Financial Impact:

The approved 2015 Streets budget included \$25,000 set aside for the installation of beauty bark on 228th Ave. The total cost of beauty bark installation is \$22,764.00 including WSST.

Recommended Motion:

Authorize the City Manager to sign a contract with Pacific Topsoils, Inc. to install beauty bark on 228th and on Issaquah-Pine Lake Rd. for a total cost not to exceed \$22,764.00 including sale tax.



SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Pacific Topsoils, Inc.
Project: 228th Ave and Issaquah-Pine Lake Rd. Bark installation
Commencing: April 22th, 2015
Terminating: May 30, 2015
Amount: \$22,764.00 including WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Pacific Topsoils, Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the 228th Ave and Issaquah-Pine Lake Rd. bark installation

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, 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 the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, 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.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required 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, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. 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 City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. 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:

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

6.2 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

6.3 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.

7. Prevailing Wages/Prevailing Wages

~~7.1 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, equipment, labor or 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 as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. 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.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract 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 Contract shall promptly be submitted to the City

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

~~**11. 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 June Seattle Consumer Price Index - Urban (CPI-U) rate.~~

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

Should a court of competent jurisdiction determine that this Agreement 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 the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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 constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and 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:

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 1801 244th Ave NE

City, State, Zip: Sammamish, WA 98074

Phone: (425) 952-2116

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
Pacific Topsoils, Inc.

Contact Name: Jon Barnes

Street Address: 805 80th Street SW

City, State, Zip: Everett, WA 98203

Phone: 206-948-3625

Contact email: jbarnes@pacifictopsoils.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: Jonathan M Barnes

Title: Comm. Sales

Date: 4/13/15

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Install 2" of medium beauty bark on all center islands, roundabouts, sidewalk planter beds & tree wells on:
228th Ave. from NE 4th Street to Issaquah-Pine Lake Rd SE. AND on
Issaquah-Pine Lake Rd SE from 228th Ave SE to 234th Ave. SE.

Please provide price per yard. Price per yard must include installation, clean-up, labor & tax.

This is a Prevailing wage job. The contractor will be required to submit an Intent to Pay Prevailing wages prior to the first payment and an Affidavit of Wages paid prior to Final Payment.

Quantity of bark has been estimated to be 525 yards.
The City will pay for total yards of bark installed up to 525 yds.

Installation shall be completed by April 30, 2015

Hours of installation allowed.

See attachment for school hours.

No lane closures or delays in traffic until after school start times. Lanes must be opened/clear for traffic 1/2 hour before school end times. All lanes must be open for traffic by 5 pm M-F.

Saturday construction hours 9 am - 6 pm.

NO work on Sundays

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

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 checked="" 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.: 91-1148621

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: PACIFIC TOPSOILS, INC

Business Address: 805 80th ST SW, EVERETT, WA 98203

Business Phone: 425-337-2700

4-13-15
Date

Nonda Hoen
Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

Bond is not required for 228th Bark Service Contract

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ 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 with: _____

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

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

WITNESS our hand the _____ day of _____ 20 _____

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

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

Exhibit 1



Meeting Date: April 21, 2015

Date Submitted: April 14, 2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract for graphic design services for the Parks & Recreation Program Guide

Action Required: Authorize the City Manager to execute a contract with UpRoar for graphic design services for production of the Sammamish Parks and Recreation Program Guide.

Exhibits: 1. Contract

Budget: 2015 Budget: \$16,500 in Recreation Programs for graphic design services.

Summary Statement:

This contract for graphic design services will include the creation, design and format of the City's recreation guide. This informative guide is mailed directly to residents three times a year and includes relevant park information, information on recreation programming and special event dates.

A Request for Proposals (RFP) was issued in November 2011 for graphic design services. A total of 11 companies responded to the RFP. UpRoar Advertising, Design and Public Relations (UpRoar) was selected for the project based on experience with similar projects, quality of previous work and their overall quote for graphic design services. The original Request for Proposals allowed for up to three contract renewals. This is the third and final renewal under the original authorization. This contract is for graphic design services for 2015.

Under this contract, UpRoar will provide graphic design services to produce three recreation guides a year (issued in May, August and December of 2015) for an amount not to exceed \$15,300.00 plus W.S.S.T.

There is no increase in design costs from the previous year.

Background:

The Parks and Recreation Department began publishing the Parks and Recreation Guide over ten years ago. The guide was initially published twice per year. In response to citizen feedback, the Department switched to three publications per year in 2008 to provide more timely information to the community.

The Parks & Recreation Guide is mailed to residents three times per year (included as an insert in the City's newsletter to reduce postage costs.) The guide includes information on facility rentals, special events, park projects, public meetings, Arts Commission programs, recreation programs and other community programs (Nightmare at Beaver Lake Park, Sammamish Symphony etc.) The guide also includes event sponsor recognition, a list of recreation providers in Sammamish and news articles on parks and recreation happenings.

In previous fiscal years, our contract with our graphic design firm included additional marketing pieces – postcards, posters, and summer pocket schedules. As a cost savings measure, these smaller (and less technical) graphic design projects, were brought in-house for design. We are planning to continue producing these smaller marketing pieces in-house.

Financial Impact:

The 2015 budget for graphic design services for the recreation program guide is \$16,500. The total contract amount is \$15,300 + W.S.S.T.

Recommended Motion:

Authorize the City Manager to execute a contract with UpRoar for an amount not to exceed \$15,300 + W.S.S.T. for production of the Sammamish Parks and Recreation Program Guide.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: UpRoar Advertising, Design and Public Relations

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and UpRoar Advertising, Design and Public Relations, 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 Contractor 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 Contractor.** The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed: _____

Other (describe): _____

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2015. The contract may be renewed for up to two (2) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.
4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.
5. **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 Contractor 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.

6. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, 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.

7. **Indemnification.** 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. **Copyrights.** The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. **Insurance.**

A. The Contractor 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 Contractor, its agents, representatives, or employees.

B. Minimum Scope of Insurance

Contractor 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 Contractor's profession.

C. Minimum Amounts of Insurance

Contractor 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.

D. 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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

E. Verification of Coverage

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

A. The Contractor 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 Contractor 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.

11. **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.

12. 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 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 cancelled 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 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.

13. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor 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.

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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 Contractor 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.

18. **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.

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

UpRoar Advertising, Design and Public Relations
93 South Jackson Street #39201
Seattle, WA 98104
(206) 447-5574

20. **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.

21. **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 Contractor, 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.

Exhibit 1

CITY OF SAMMAMISH:

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By: Kevin Brown / UpRoar

Title: President

Date: 4/15/15

Approved As To Form:

City Attorney

Exhibit 1

Exhibit A City of Sammamish Scope of Services

A. Total Compensation

Total Compensation for this Agreement is not to exceed \$15,300.00 + W.S.S.T.

B. Scope of Services

1. Development of concepts, preparation of design and layout, art direction, production management, and communication with client.
2. Mechanical production of creative work through final art design.
3. Supervision of printing, such as reviewing color proofs and attending press checks.
4. Strategic development and direction through agency-produced creative brief.
5. A project kick-off meeting followed by regular meetings concerning projects, as needed
6. Up to three (3) rounds of creative edits per project.

C. Deliverables:

1. Recreational Guides – Three separate recreational guides, up to 24-pages each, designed in full color, and published three times a year (January, May and August).
2. The City of Sammamish will provide all the necessary content including text and photos for each deliverable.

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

EXHIBIT C

CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

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 Contractor
_____ Individual/Proprietor _____ Other (explain)

TIN No.: 20-2448681

Social Security No.: _____

Print Name: Kevin Brown

Title: President

Business Name: Up Roar

Business Address: 93 S Jackson St. #39201

Business Phone: 425-395-6537 (cell) 206-447-5574 (work)

4/15/15
Date


Authorized Signature (Required)

EXHIBIT D
City of Sammamish

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal: _____

Location: _____

Date of Work/Service: _____

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: _____ Phone: _____

To Be Completed by the Contractor:

Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____

Exhibit 1



STUDY SESSION NOTES

Committee of the Whole

March 16, 2015

Mayor opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

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.

Topics

- **Discussion:** Solid Waste
- **Update:** Eastside Fire & Rescue
- **Discussion:** Eastside Fire & Rescue Non-Profit Formation
- **Discussion:** Regional Fire Authority

Adjournment

9:10 pm

COUNCIL  *MINUTES*

Regular Meeting
April 7, 2015

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

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Nancy Whitten

Councilmembers absent:

Councilmember Ramiro Valderrama

MOTION: Councilmember Gerend moved to excuse Councilmember Valderrama. Councilmember Keller seconded. Motion carried unanimously 6-0.

Staff present:

Ben Yazici, City Manager
Laura Philpot, Assistant City Manager/Public Works Director
Cheryl Paston, Deputy Public Works Director
Jeff Thomas, Community Development Director
Joe Guinasso, Finance and Technical Services Director
Beth Goldberg, Director of Administrative Services
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Whitten led the pledge.

Approval of Agenda and the Consent Agenda

Councilmember Odell requested Item #2 – Resolution declaring support for Eastside Fire & Rescue Non-Profit status be removed and placed before the Public Hearing.

MOTION: Councilmember Gerend moved to approve the agenda including the Consent Agenda as amended. Councilmember Odell seconded. Motion carried unanimously 6-0.

Presentations/Proclamations

- Public Works Update – Assistant City Manager/Public Works Director Laura Philpot gave the report and showed a PowerPoint presentation (available on the city’s website at www.sammamish.us).

Councilmember Gerend suggested including Klahanie in the pavement assessment contract if they vote to annex to the City. Mr. Yazici reported that there will be further discussions in May regarding the 42nd Street Barricade. Councilmember Whitten requested information on how much additional staff time it would take to complete the barricade study.

- Tamarack Neighborhood Stormwater Update – Deputy Public Works Director Cheryl Paston gave the staff report and showed a PowerPoint (available on the city’s website at www.sammamish.us). Council directed staff to continue working on Phase 1 of the project and will come back with more information on Options B and C.

Public Comment

Todd Southwick, 413 209th Avenue SE, Showed a PowerPoint presentation showing how the drainage around Tamarack is affecting his property.

Jeeta Sahota, 402 209th Avenue SE, Showed a PowerPoint presentation showing how the drainage around Tamarack is affecting her property.

Mary Wichter, 408 208th Avenue NE, showed a PowerPoint presentation regarding the drainage issues in the Tamarack neighborhood.

Mark Cross, 247 208th Avenue NE, continued the previous PowerPoint presentation.

Jim Barry, 1810 203rd Avenue SE, Representing the Friends of Lake Sammamish State Park. He introduced the new Executive Director that the City helped pay to hire.

Philip Yang, 21506 NE 6th Place, He suggested it would be good to have some trails from the plateau down to East Lake Sammamish Parkway.

Sharon Steinbus, 24933 SE 14th Street, She spoke in support of the interim Tree Ordinance. She also asked to put into the record a copy of City of Seattle Green Stormwater Infrastructure. She submitted ideas for green stormwater planting ideas.

Consent Agenda

Payroll for period ending March 15, 2015 for pay date March 20, 2015 in the amount of
\$ 299,710.46

Payroll for period ending March 31, 2015 for pay date April 3, 2015 in the amount of
\$ 304,905.25

Approval: Claims for period ending April 7, 2015 in the amount of \$1,116,800.66 for Check No. 39976 through 40110

Resolution: A Resolution Of The City Of Sammamish, Washington, Declaring Support For Eastside Fire And Rescue’s Formation Of A Nonprofit Corporation

Resolution: Of The City Of Sammamish, Washington, Authorizing The City Manager To Reimburse City Employees For Amounts Otherwise Due Under The City's 2014 IRC Section 125 Plan (R2015-627)

Resolution: Appointing members to the 2015/2016 Sammamish Youth Board (R2015-628)

Contract: Public Works Standards Update/Tetra Tech

Bid Award: 2014 Stormwater Repair Project/Iron Creek Construction, LLC

Amendment: Evans Creek Preserve Trail Construction/Washington Trails Association

Approval: Purchase of two Turf Care 1500 field turf sweepers/SMG Equipment

Approval: Mitigation Agreement with Kirkstone Terrace

Approval: Notes for February 10, 2015 Study Session

Approval: Notes for March 10, 2015 Study Session

Approval: Minutes for March 17, 2015 Regular Meeting

Unfinished Business

Resolution: A Resolution Of The City Of Sammamish, Washington, Declaring Support For Eastside Fire And Rescue's Formation Of A Nonprofit Corporation

MOTION: Councilmember Gerend moved approval of the resolution. Deputy Mayor Huckabay seconded.

AMENDMENT: Deputy Mayor Huckabay moved to amend the resolution by adding additional language to the last "Whereas" clause to read as follows: Whereas, subject to the satisfactory resolution of such issues by the State Department of Retirement Systems and the Internal Revenue Service related to firefighter retirement plans, and the resolution of any additional issues that may, in the reasonable judgment of the City Council, materially affect the operation of EF & R, the EF&R Partners desire to create a nonprofit corporation pursuant to chapter 24.06 RCW and to amend the Interlocal Agreement accordingly to satisfy the requirement of RCW 39.34.030; and to amend Section 1 to read as follows The City Council supports the operation of EF&R as a non-profit corporation organized under RCW 24.06, subject to the satisfactory resolution by the Department of Retirement Systems and the Internal Revenue Service of the outstanding issues regarding firefighter retirement plans, and the resolution of any additional issues that may, in the reasonable judgment of the City Council, materially affect the operation of EF & R. Councilmember Gerend seconded. Amendment carried unanimously 6-0

MAIN MOTION: Main motion carried 5-1 with Councilmember Odell dissenting (R2015-626).

Councilmember Odell does not feel that this resolution is necessary. Councilmember Whitten has concerns over the control Council will have over any additional changes related to the operation of Eastside Fire and Rescue.

Public Hearing

Ordinance: First Reading Of The City Of Sammamish, Washington, Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Tree Retention; Providing For Severability; And Declaring An Emergency

Community Development Director Jeff Thomas gave the staff report and showed a PowerPoint presentation (available on the City's website at www.sammamish.us). He explained this is an extension of the existing ordinance.

Public Hearing opened at 8:40 pm

Public Comment

Jan Bird, 3310 221st Avenue SE, She was supportive of the emergency ordinance.

Kate Bradley, 21625 SE 24th Street, She spoke in support of the extension of the interim tree ordinance.

Public Hearing closed at 8:47

MOTION: Councilmember Odell moved to adopt the ordinance extending the emergency tree retention regulations. Deputy Mayor Huckabay seconded. Motion carried unanimously 6-0 (O2015-390)

Councilmember Whitten requested staff to ask the Planning Commission to study the amount of impervious surface being allowed as part of the Tree Retention regulations.

Council recessed from 8:51 pm and returned at 8:58 pm.

New Business - None

Council Reports

Councilmember Keller requested Council give the City Manager the direction to hire the Community Services Coordinator they agreed to hire at the Council Retreat. That item will be added to the next Council agenda.

Councilmember Odell announce the Kokanee Fry Release on April 24th.

Councilmember Whitten attended the Rotary Club meeting last week. She urged everyone to vote on the Initiative and Referendum ballot measure on April 28.

City Manager Report

➤ Town Center Update

Mr. Thomas gave the update and gave a PowerPoint presentation (available on the city's website at www.sammamish.us).

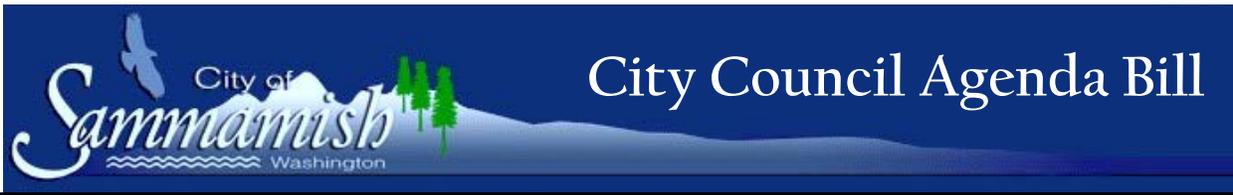
Executive Session – Personnel pursuant to RCW 42.30.110(1)(g) and litigation pursuant to RCW 442.30.110(1)(i)

Council retired to Executive Session at 9:15 pm and returned at 10:15 pm. No action was taken.

Meeting adjourned at 10:15 pm.

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor



Meeting Date: April 21, 2015

Date Submitted: 4/16/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for Co-Sponsorship for City Facility Use

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a co-sponsorship policy, which provides a mechanism for local Sammamish organizations to apply for a facility rental fee waiver for community programs and special events. Specifically, this policy identified criteria to qualify for co-sponsorship, along with the procedures to request approval for co-sponsorship. The Nightmare at Beaver Lake and the Farmers Market are two examples of City co-sponsored events. None of the basic tenets of this policy are proposed to be amended. There are, however, changes proposed in the following categories:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City's insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the co-sponsorship policy are further described below.

1. In the definitions section, the definition of "dusk" was removed because there was no reference to dusk in this policy and "resident" was clarified to include both residential addresses and business addresses.

2. Full fee waiver (section 3.02)
Revised Section 3.02 now provides for a full rental fee waiver for organizations approved for co-sponsorship. The previous policy called for the City Manager or his/her designee to “determine a discounted rental rate for facility rental use.” Charging rates on a “case-by-case basis,” may result in allegations of favoritism or negative (or unlawful) prejudice. To be consistent with Section 3.06 (Non-Discrimination), the policy was revised and calls for a full rental fee waiver. This fee waiver does not, however, apply to other fees that may apply (staffing, rental fees, supplies etc.) Section 4.01 (G) and 4.02 were revised to reflect this change.
3. Non-Discrimination language modified (section 3.06)
The words “or any other unlawful basis” were added to the non-discrimination section.
4. Non-Endorsement language added (section 3.07)
The non-endorsement section was added to this policy, consistent with the other facility rental policies.
5. Liability language modified (section 3.09).
Includes revised liability language provided by WCIA.
6. Security at applicant’s expense (section 3.10).
Clarifies that when security is required for a facility rental, it will be at the Applicant’s expense.
7. Policy Interpretation (section 3.14)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
8. Damage deposits – minor changes (section 4.03)
Modified policy language to include carpet/flooring in the list of items evaluated for damage at the conclusion of an event. Also extended the refund processing time for damage deposits from four weeks to six weeks.
9. Insurance Requirements (section 4.05)
Revised language to identify specific instances when liability insurance will be required. This section also clarified the amount of coverage, the date proof of insurance is due to the City (one-month in advance), and additional insurance declarations needed when alcohol is served. These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.
10. Minor edits
A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for Co-Sponsorship for Facility Us

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
CO-SPONSORSHIP FOR CITY FACILITY USE.**

WHEREAS, the City of Sammamish maintains and operates a number of public facilities;
and

WHEREAS, these public facilities may be reserved for private party use and for non-profit
use; and

WHEREAS, the City of Sammamish desires to partner with local organizations that provide
programs, activities, special events or meetings that benefit the community; and

WHEREAS, the City of Sammamish desires to make public facilities available at a discount
for services that benefit the residents of the City of Sammamish; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general
guidelines for public facility use; and

WHEREAS, a previous policy governing facility rentals for co-sponsored usage was
approved by Resolution 2007-308; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Co-Sponsorship for City Facility Use, Adoption. The City Council
hereby adopts a policy for co-sponsorship for City facility use, attached hereto as Exhibit "A" and
incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2015

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: CO-SPONSORSHIP FOR CITY FACILITY USE		Department: PARKS
		Number: 076.01.05
Effective Date: 01/01/08 <u>05/01/15</u>	Supersedes: N/A <u>R2007-308</u>	Approved By: City Council
		Date: 12/18/07 <u>04/21/15</u>

1.0 PURPOSE

To establish a policy recognizing organizations that provide valuable community service; to ensure that public facilities are used to benefit the Sammamish community; and to encourage and assist organizations in the development of programs, activities, special events or meetings that provide a benefit to the whole community.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, ~~Monday through Friday, except holidays.~~

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, ~~class~~-fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

~~**Dusk:** When the limit of twilight illumination is sufficient, under good weather conditions, for terrestrial objects to be clearly distinguished. A civil twilight schedule will used to know this time of day.~~

Facilities: City-owned and operated buildings, picnic shelters and athletic fields.

Non-Profit: Refers to an organization whose principal purpose is public service and is recognized as a 501(c) organization under the Internal Revenue Code.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

3.0 POLICY

All co-sponsored facility reservations are to be in accordance with the following policies:

3.01 Eligibility for Co-Sponsorship

- A. Organizations must be based in the City of Sammamish and maintain a membership consisting of at least fifty percent (50%) of City of Sammamish residents to qualify for co-sponsorship.
- B. Organizations requesting a co-sponsorship must meet the following criteria:
 - i. Provide a community program, activity, special event or meeting that is not currently provided by the City or another public agency, ~~but~~ and that would traditionally be provided by a public agency.
 - ii. Provide a community program, activity, special event or meeting for which demand cannot be reasonably met through the development or expansion of current City programs.
 - iii. Provide a direct public benefit to the residents of the City of Sammamish.
 - iv. Programs, activities, special events or meetings shall be open to all City of Sammamish residents.
- C. Personal or social occasions (*e.g.*, holiday parties, retirement parties, birthday parties, etc.) are not eligible for co-sponsorship.
- D. Commercial or profit-making activities are not eligible for co-sponsorship.

3.02 Co-Sponsorship Rate

If approved for co-sponsorship the , facility rental fee will be waived. The fee waiver does not apply to other charges that may be assessed including, but not limited to charges for staffing, rental equipment, supplies etc. the City Manager or his/her designee shall determine a discounted rental rate for facility use. Co-sponsorship rates are determined on a case-by-case basis and may change from year to year.

3.03 Co-Sponsorship Application Term

Co-sponsorship requests shall be approved on an annual basis by the City Manager or his/her designee. Organizations must re-apply for co-sponsorship each year, regardless of prior year approvals.

3.04 Allocation of Facilities for Co-Sponsorship

To ensure equitable distribution of facility space, each organization will be limited to a maximum of one (1) co-sponsorship rental reservation (one-day rental) per year unless otherwise approved by the City Manager or his/her designee.

3.05 Right of Refusal

The City reserves the right to limit or deny rental of City facilities due to staff availability, incompatibility of the rental request with the City's facilities or for other similar reasons.

3.06 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

3.07 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

3.08 Facility Usage Priority

City programs, activities, special events and meetings take precedence over all other facility usage requests. City sponsored or co-sponsored programs, activities, special events and meetings and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources, including tables, chairs, and other equipment.

3.09 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement except only such injury or damage as shall have been occasioned by the sole negligence of the City. ~~to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of this agreement.~~
- B. The City is not responsible for the loss, theft or damage to the Applicant's property. ~~lost, stolen or damaged items.~~

3.10 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.11 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.12 Cancellation

A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.

B. A full refund will be issued for City-initiated cancellations.

3.13 Policy Violation

Violation of these policies may result in the immediate termination of the co-sponsorship agreement with or without a refund.

3.14 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Co-Sponsorship Facility Reservations

A. Requests for facility usage for co-sponsored programs, activities, special events or meetings may be made up to thirteen (13) months in advance.

B. A minimum of two (2) months' advance notice is required for all co-sponsorship facility usage requests. Requests received with less notice than previously specified may not be accommodated.

C. Organizations applying for co-sponsorship shall provide the following at the time of application:

a. A completed facility rental application.

b. A letter describing the purpose of the requestapplication and demonstrating eligibility as required in section 3.021.

- c. A budget or financial description of the program, activity, special event or meeting.
- D. ~~Requests~~Applications for co-sponsorship are processed by the Parks and Recreation Department, located at City Hall. Co-sponsorship applications are accepted ~~Monday through Friday~~ during business hours only.
- E. An application for co-sponsorship must be made by a person eighteen (18) years of age or older.
- F. The Applicant must be on site for the entire duration of the rental.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once after~~ the co-sponsorship application has been approved. ~~and fifty percent (50%) of the rental fees (if applicable) have been paid.~~
- H. City facilities are not available for co-sponsored facility use during City recognized holidays, unless approved by the City Manager or his/her designee.
- I. All co-sponsorship reservation requests are subject to review and approval by the City Manager or his/her designee.

4.02 Payment for Co-Sponsored Facility Usage

~~If applicable, if additional charges are assessed, fifty percent (50%) of the rental fees are due at the time of booking. The remaining balance the full amount and the damage deposit (if applicable) are due two (2) months in advance of the reservation.~~

4.03 Damage Deposits

- A. Damage deposits may be required for co-sponsored facility use as determined by the City Manager or his/her designee.
- B. Damage deposits are fully refundable provided the following conditions are met:
 - i. The rented facility is left in a clean and orderly manner.
 - ii. The carpet/flooring was not stained or damaged as a result of the rental.
 - iii. The facility was not damaged as a result of the rental.
 - iv. Use of the facility did not exceed the scheduled reservation time.

~~iv~~.v. All facility equipment is accounted for and not damaged or broken.

~~v~~.vi. Additional staff time was not required as part of the rental.

~~vi~~.vii. All rules/guidelines governing rental use of the facilities were met.

- C. If all conditions are met to the satisfaction of the City, a refund will be processed within ~~four-six~~ (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Date and Time Changes

All facility rental date and time change requests are subject to staff and facility availability and are subject to approval by the Parks and Recreation Director or his/her designee.

4.05 Insurance Requirements

A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:

a. Alcohol will be served;

~~a~~.b. The event is open to the public;

~~b~~.c. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues etc.);

d. Law enforcement or security will be required; and/or

e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.

~~e~~.f. for rentals groups serving alcohol, for events that exceed one hundred (100) people or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.

B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

C. One (1) month~~Two (2) weeks~~ prior to the facility rental, the Applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:

i. Location of activity;

ii. Type of proposed activity;

~~ii~~-iii. If Alcohol is being served, the certificate must include language to indicate that “Liquor Liability is Included;”

~~iii~~-iv. Separate Endorsement Sheet with additional insured endorsement attached; and

~~iv~~-v. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Policy Concurrence

The general regulations established by policy for each City facility shall apply to all co-sponsored programs, activities, special events or meetings.

Approval:

City Manager

Date

Adopted: 12/18/07
Amended: 04/21/15

Exhibit 2



Meeting Date: April 21, 2015

Date Submitted: 4/15/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for Non-Profit Use of City Facilities

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a policy allowing up to four hours a month of free facility rental use to non-profit groups in Sammamish. Additional policy terms included hours of use and eligibility requirements. We currently host a number of non-profit groups at the Beaver Lake Lodge throughout the year. Occasionally, we also host non-profit groups at City Hall and at our many picnic shelters. None of the basic tenets of this policy are proposed to be amended. There are, however, changes proposed in the following categories:

Staff desires to amend the policy to address the following items:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City's insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the non-profit facility use policy are further described below.

1. In the definitions section, added a definition for "dusk" and "resident" was clarified to include both residential addresses and business addresses.

2. Political activities do not qualify under non-profit policy (section 3.02)
Section 3.02(B)(iv) was added to clarify that political activities (e.g. campaigns, fundraising events etc.) do not qualify for free facility rental use under the non-profit policy.
3. Removing Non-Profit Application Term (section 3.03)
Section 3.03 is stricken from the policy. This section identified an annual application process to qualify for non-profit status. This practice is no longer used and applications are now reviewed and approved on a first-come, first-served basis.
4. Non-profit use hours defined for Beaver Lake Pavilion (section 3.04(A)(ii))
The available hours for non-profit use of the Beaver Lake Pavilion were modified to include “dusk” as the ending time.
5. Non-Discrimination language modified (section 3.06)
The words, “or any other unlawful basis,” were added to the non-discrimination section.
6. Non-Endorsement language added (new section 3.08)
The non-endorsement section was added to this policy, consistent with the other facility rental policies.
7. Liability language modified (section 3.09)
Includes revised liability language provided by WCIA.
8. Security at applicant’s expense (section 3.10)
Clarifies that if security is required for a facility rental, it will be at the Applicant’s expense.
9. Policy Interpretation final and binding (section 3.14)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
10. Modifications to Non-Profit Facility Reservations (section 4.01)
Section 4.01(B) was modified to allow weekend reservations to be made up to 12 months in advance at City Hall. The previous policy only allowed weekend reservations to be made two months in advance. Staff feel that this was overly restrictive.

Section 4.01(C) was modified to require a minimum of 14 days advance notice for all reservation requests.
11. Damage deposits – minor changes (section 4.03)
Modified policy language to include carpet/flooring in the list of items evaluated for damage at the conclusion of an event. Also extended the refund processing time for damage deposits.
12. Insurance requirements revised (section 4.05)
Revised language to identify specific instances when liability insurance will be required. This section also clarifies the amount of coverage, the date proof of insurance is due to the City (one-month in advance), and additional insurance declarations needed when alcohol is served. These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant

User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.

13. Minor edits

A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for Non-Profit Use of City Facilities.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
NON-PROFIT USE OF CITY FACILITIES.**

WHEREAS, the City of Sammamish maintains and operates a number of public facilities;
and

WHEREAS, these public facilities are available for private rental use; and

WHEREAS, the City of Sammamish desires to make public facilities available at a discount
for services that benefit the residents of the City of Sammamish; and

WHEREAS, the City of Sammamish desires to support local non-profit organizations; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general
guidelines for public facility use; and

WHEREAS, a previous policy governing non-profit use of City facilities was approved by
Resolution 2007-309; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Non-Profit Use of City Facilities, Adopted. The City Council hereby
adopts the amended policy for non-profit use of City facilities, attached hereto as Exhibit "A" and
incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2015

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: NON-PROFIT USE OF CITY FACILITIES		Department: PARKS
		Number: 076.01.06
Effective Date: 01/01/08 <u>05/01/15</u>	Supersedes: R2007-309 <u>N/A</u>	Approved By: City Council
		Date: 12/18/07 <u>04/21/15</u>

1.0 PURPOSE

To establish a process by which non-profit organizations are provided complimentary or discounted rental use of public facilities.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Beaver Lake Lodge: The log cabin located at 25101 SE 24th Street in Beaver Lake Park.

Beaver Lake Pavilion: The open air, wood structure located in Beaver Lake Park between the Lodge and the lake.

Business Hours: 8:30 AM to 5 PM, Monday through Friday, except holidays.

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Civic: Of or relating to the business of the City of Sammamish and other government agencies.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, ~~class~~-fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Dusk: The time at which the sun is 6 degrees below the horizon. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

Facilities: City-owned and operated buildings, picnic shelters and athletic fields.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Non-Profit: Refers to an organization whose principal purpose is public service and is recognized as a 501(c) organization under the Internal Revenue Code.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Special Events: Activities that typically have more than fifty (50) attendees and involve entertainment, catering, major space setup or reconfiguration and/or use of rental equipment. Activities of this nature typically impact the use of adjacent spaces and parking areas.

3.0 POLICY

All non-profit facility reservations are to be in accordance with the following policies:

3.01 Eligibility for Non-Profit Facility Use

Non-profit organizations based in the City of Sammamish that maintain a membership consisting of at least fifty percent (50%) of City of Sammamish residents are eligible for complimentary or discounted rental use at designated City facilities.

3.02 Non-Profit Facility Usage Restrictions

- A. Reservations approved for a non-profit discount or fee waiver shall be open to all City of Sammamish residents. This requirement does not apply to picnic shelter reservations.
- B. The following facility uses are not eligible for non-profit discounts or fee waivers:
 - i. Special Events
 - ii. Personal or social occasions (*e.g.*, holiday parties, retirement parties, birthday parties, etc.)
 - iii. Commercial or profit-making activities.

~~iii~~.iv. Political Activities (e.g., campaign purposes, fundraising events, etc.)

3.03 Non-Profit Application Term

~~Eligibility for non-profit facility discounts or fee waivers shall be approved on an annual basis by the Parks and Recreation Director or his/her designee. Organizations must re-apply for non-profit status each year, regardless of prior year approvals.~~

3.03 Non-Profit Facility Usage Rental Fees

- A. Qualified organizations as established in Section 3.021 are eligible for up to four (4) hours of complimentary facility rental use per month at City Hall and the Beaver Lake Lodge.
- B. Qualified organizations as established in Section 3.021 and youth sports teams located within the City limits of the City of Sammamish receive a fifty percent (50%) discount on picnic shelter rentals.
- C. Hourly Facility Monitor fees may apply for evening and weekend rentals at City Hall and the Beaver Lake Lodge.
- D. Organizations that reserve facilities in excess of four (4) hours per month shall pay for the additional rental time according to the rental fee schedule approved by the City Council. A copy of the current fee schedule is available at City Hall and on the City's website.

3.04 Designated Facilities

- A. Non-profit facility rental use is available at the following facilities and according to the schedules provided:

~~ii~~.iii. Beaver Lake Lodge and the Beaver Lake Pavilion

Monday – Thursday	8 AM – 10 PM
Friday	8 AM – 4 PM

ii. Beaver Lake Pavilion

<u>Monday – Thursday</u>	<u>8 AM – Dusk</u>
<u>Friday</u>	<u>8 AM – 4 PM</u>

~~ii~~.iii. City Hall - Council Chambers

Monday – Friday	9 AM – 4 PM
Saturday	8 AM – 4 PM
Sunday	8 AM – 4 PM

~~iii~~.iv. City Hall - Executive Briefing Room

Friday	5 PM – 10 PM
Saturday	8 AM – 4 PM
Sunday	8 AM – 10 PM

~~iv~~.v. Picnic Shelters (During the Shelter Season)

Monday – Sunday	9 AM - Dusk
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3.05 Right of Refusal

The City reserves the right to limit or deny rental of City facilities due to staff availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.06 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

3.07 Facility Usage Priority

City programs, activities, special events and meetings take precedence over all other facility usage requests. City sponsored or co-sponsored programs, activities, special events and meetings and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources, including tables, chairs and other equipment.

3.08 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

3.09 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City. ~~to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of this agreement.~~
- B. The City is not responsible for the loss, theft or damage to the Applicant's property. ~~lost, stolen or damaged items.~~

3.10 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.11 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.12 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

3.13 Policy Violation

Violation of these policies may result in the immediate termination of the rental agreement with or without a refund.

3.14 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Non-Profit Facility Reservations

- A. Requests for non-profit facility use may be made up to two (2) months in advance for reservations at the Beaver Lake Lodge, the Beaver Lake Pavilion and the picnic shelters.
- B. Requests for non-profit facility usage at City Hall may be made up to two (2) weeks in advance for weekday reservations and up to twelve (12) ~~two (2)~~ months in advance for weekend reservations.
- C. A minimum of fourteen (14) ~~seven (7)~~ days advance notice is required for all non-profit reservation requests. Requests received with less notice than previously specified may not be accommodated.
- D. Organizations applying for a non-profit facility rental fee waiver or discount shall provide the following at the time of application:
 - a. A completed facility rental application.
 - b. A letter describing the purpose of the request and demonstrating eligibility as required in section 3.01.
- E. Requests for non-profit rental fee waivers or discounts are processed by the Parks and Recreation Department, located at City Hall. Non-profit facility use applications are accepted Monday through Friday during business hours only.

- F. An application for non-profit facility usage must be made by a person eighteen (18) years of age or older.
- G. The Applicant must be on site for the entire duration of the rental.
- H. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once~~ after the non-profit rental application has been approved and fifty percent (50%) of the rental fees (if applicable) have been paid.
- I. City facilities are not available for non-profit rental use during City recognized holidays.
- J. All non-profit reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Payment for Non-Profit Facility Usage

If applicable, payment in full is due at the time of booking.

4.03 Damage Deposits

- A. Damage deposits may be required for non-profit reservations as determined by the Parks and Recreation Director or his/her designee.
- B. Damage deposits are fully refundable provided the following conditions are met:
 - i. The rented facility is left in a clean and orderly manner.
 - ii. The carpet/flooring was not stained or damaged as a result of the rental.
 - ~~iii~~.iii. The facility was not damaged as a result of the rental.
 - ~~iii~~.iv. Use of the facility did not exceed the scheduled reservation time.
 - ~~iv~~.v. All facility equipment is accounted for and not damaged or broken.
 - ~~v~~.vi. Additional staff time was not required as part of the rental.
 - ~~vi~~.vii. All rules/guidelines governing rental use of the facilities were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within ~~four~~ six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.

- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Date and Time Changes

All facility rental date and time change requests are subject to staff and facility availability and are subject to approval by the Parks and Recreation Director or his/her designee.

4.05 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
 - i. Alcohol will be served;
 - ii. The event is open to the public;
 - iii. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues, etc.);
 - iv. Law enforcement or security will be required; and/or
 - v. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
 - ~~iv. for rentals groups serving alcohol, for events that exceed one hundred (100) people or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.~~
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month ~~Two (2) weeks~~ prior to the facility rental, the Applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:
 - i. Location of activity;
 - ii. Type of activity;

~~iii.~~ If Alcohol is being served, the certificate must include “Liquor Liability is Included;”

~~iv.~~ Separate Endorsement Sheet; and

~~v.~~ Date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Policy Concurrence

The general regulations established by policy for each City facility shall apply to all non-profit facility rentals.

Approval:

City Manager

Date

Adopted: 12/18/07

Amended: 4/21/15



Meeting Date: April 21, 2015

Date Submitted: 4/15/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for facility rentals at City Hall

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a policy allowing for limited use of City Hall for facility rentals. Specifically, City Hall is available for weekday rental use, but reservations may only be made two weeks in advance. The two-week reservation restriction ensures that City Hall use is prioritized for City business. City Hall may also be rented on the weekends for private use. None of the basic tenets of this policy are proposed to be amended. There are, however, changes proposed in the following categories:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City's insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the City Hall facility rental policy are further described below.

1. In the definitions section, "resident" was clarified to include both residential addresses and business addresses.
2. Non-Discrimination language modified (section 3.04)
The words, "or any other unlawful basis," were added to the non-discrimination section.

3. Non-Endorsement language modified (section 3.05)
The non-endorsement section was modified to include the terms, “mission or purpose.”
4. Striking the section prohibiting firearms (former section 3.06)
RCW 9.41.290 preempts a city’s authority to enact local laws that prohibit possession of firearms on city-owned property or in city-owned facilities. See RCW 9.41.290 and RCW 9.41.300 (certain limited exceptions noted therein); see also AGO 2008 No. 8.
5. Liability language modified (section 3.07)
Includes revised liability language provided by WCIA.
6. Security at applicant’s expense (section 3.08)
Clarifies that if security is required for a facility rental, it will be at the Applicant’s expense.
7. Policy Interpretation final and binding (section 3.13)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
8. Modifications to Facility Reservations (section 4.01)
Section 4.01(E) was modified to allow weekend reservations to be made up to 12 months in advance at City Hall. The previous policy only allowed weekend reservations to be made two months in advance. Staff felt that this was overly restrictive.

Section 4.01(F) was modified to require a minimum of 14 days advance notice for all reservation requests.

Section 4.01(J) clarifies that long-term and/or ongoing rentals may only be scheduled on weekends. We are unable to accommodate long-term rentals during the week due to City business needs.
9. Payment for Facility Rentals modified (section 4.02)
Section 4.02 amends the payment language to require 50% of the payment at the time of booking, and the balance two months prior to the reservation. This is consistent with payment processing procedures for Beaver Lake Lodge rentals.
10. Damage deposits – minor changes (section 4.03)
Section 4.03(A) Increased the attendance threshold for damage deposits from 30 to 100. This is consistent with current practices and damage deposits for smaller groups that are not serving food and/or beverages are not needed.

Section 4.03(B)(ii) modified the policy language to include “flooring” in the list of items evaluated for damage at the conclusion of an event.

Section 4.03(C) extended the refund processing time for damage deposits from four weeks to six weeks.

11. Insurance requirements revised (section 4.06)

Revised language to identify specific instances when liability insurance will be required. This section also clarifies the amount of coverage, the date proof of insurance is due to the City (one-month in advance), and additional insurance declarations needed when alcohol is served. These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.

12. Permits required for alcohol service (section 5.02(C)(v))

At the request of WCIA, the language regarding Washington State Banquet permits was amended to include the requirement for a "Special Occasion License" for non-profits desiring to sell alcohol at a function. Other minor wording changes were included in this section as well.

13. Legal responsibility for alcohol consumption (section 5.02(C)(vii))

Added language to clarify that legal responsibility for a participant's consumption of alcohol during the facility rental rests with the Applicant.

14. Tobacco products prohibited (section 5.12)

This section was revised to comply with the recently amended Sammamish Municipal Code, Chapter 7.12, regarding the prohibition of tobacco products in parks.

15. Minor edits

A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for facility rentals at City Hall.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
FACILITY RENTALS AT THE SAMMAMISH CITY HALL.**

WHEREAS, the Sammamish City Hall opened in 2006; and

WHEREAS, City Hall facilities are used primarily to support City business and operations and are only incidentally available for private use; and

WHEREAS, City Hall facilities may be reserved for private facility rentals; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general guidelines for public facility use; and

WHEREAS, a previous policy governing facility rentals at City Hall was approved by Resolution 2007-307; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Facility Rentals at City Hall, Adopted. The City Council hereby adopts the amended policy for facility rentals at City Hall, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2015

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: CITY HALL FACILITY RENTALS		Department: PARKS
		Number: 076.01.04
Effective Date: 01/01/08 <u>05/01/15</u>	Supersedes: <u>R2007-307</u> N/A	Approved By: City Council
		Date: 12/18/07 <u>04/21/15</u>

1.0 PURPOSE

To establish a policy for facility rentals at Sammamish City Hall.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, [Monday through Friday, except holidays](#).

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, class fees, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Resident: Individuals whose primary [residential](#) or [business](#) address is within the City limits of the City of Sammamish.

Sammamish Commons: City owned property located at 228th Ave SE and SE 8th.

Weekday Rentals: Monday through Friday 8:30 AM to 4 PM.

Weekend Rentals: Friday 6 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM.

3.0 POLICY

All Sammamish City Hall facility rentals are to be in accordance with the following policies:

3.01 Purpose of Rentals

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation ~~Department~~Director or his/her designee.

3.02 Facilities Available for Private Rentals

The Council Chambers room is available for private facility rentals.

3.03 Right of Refusal

The City reserves the right to limit or deny rental of City facilities due to staff availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.04 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City Hall facilities must follow the same non-discriminatory policy.

3.05 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's person's or group's philosophies, policies, ~~or~~ beliefs, mission or purpose.

~~3.06 Firearms~~

~~Firearms or weapons of any sort will not be permitted or allowed in City Hall facilities or on the premises. This restriction shall not apply to on-duty law enforcement officers.~~

3.06 Facility Usage Priority

City meetings, hearings, programs, and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources, including tables, chairs, and other equipment.

3.07 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and

all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City. to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of this agreement.

- B. The City is not responsible for the loss, theft or damage to the Applicant's property. lost, stolen or damaged items.

3.08 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.9 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.10 Facility Rental Fees

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.
- B. Resident and non-resident fees may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident rate.

3.11 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

3.12 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.13 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Facility Reservations

- A. Scheduling of City Hall facilities is done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, ~~Monday through Friday~~ during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. Rental requests are subject to availability and rooms may be reserved during the following times:

Monday – Thursday	8 AM – 4 PM
Friday	8:30 AM – Midnight
Saturday	8 AM – Midnight
Sunday	8 AM – 10 PM

- E. Reservations may be made up to two (2) weeks in advance for weekday rentals and up to ~~twelve (12) months~~ ~~two (2) months~~ in advance for weekend rentals.
- F. A minimum of ~~fourteen (14)~~ ~~seven (7)~~ days advance notice is required for all reservation requests. Reservation requests received with less notice than previously specified may not be accommodated.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once~~ after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.
- H. The facility is reserved ~~by the~~ in half hour increments. Weekday rentals require a two (2) hour minimum reservation. Weekend rentals require a six (6) hour minimum reservation.
- I. City Hall facilities are not available for rental during City recognized holidays.
- J. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee and are limited to weekends only. In most cases requests for an ongoing rental will be approved for no more than three (3) months at a time.

- K. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Payment for Facility Rentals

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.
~~Payment in full is due at the time of booking.~~

4.03 Damage Deposits

- A. Rental groups that exceed one hundred (100) ~~thirty (30)~~ people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. Damage deposits are fully refundable provided the following conditions are met:
- i. The rented facility is left in a clean and orderly manner.
 - ii. The carpet/flooring was not stained or damaged as a result of the rental.
 - iii. The facility was not damaged as a result of the rental.
 - iv. Use of the facility did not exceed the scheduled reservation time.
 - v. All facility equipment is accounted for and not damaged or broken.
 - vi. Additional staff time was not required as part of the rental.
 - vii. All rules/guidelines governing rental use of the facilities were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within ~~four (4)~~six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Cancellations

- A. Weekend rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.

- B. Weekend rental cancellations made with less than a two (2) month notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.05 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full when the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months notice.

4.06 Insurance Requirements

A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:

- a. Alcohol will be served;
- b. The event is open to the public;
- c. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues etc.);
- d. Law enforcement or security will be required; and/or
- e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.

~~B.~~ ~~for rentals groups serving alcohol, for events that exceed one hundred (100) people or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.~~

C.B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00), two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

~~D.C.~~ One (1) month ~~Two (2) weeks~~ prior to the facility rental, the Applicant shall submit a copy of the ~~insurance policy declaration page~~ Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:

i. Location of activity;

ii. Type of proposed activity;

~~ii-iii.~~ If Alcohol is being served, the certificate must include language to indicate that “Liquor Liability is Included;”

~~iii-iv.~~ Separate Endorsement Sheet with additional insured endorsement attached; and

~~iv-v.~~ Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.02 Food and Beverage Service

A. Food and beverage service is permitted at City Hall. Food and beverage service is allowed in the City Hall lobby area during weekend rentals only.

B. Kitchen and food preparation areas at City Hall are not available for use by facility rental groups.

C. Alcohol may be served at City Hall facilities according to the following regulations:

i. Alcohol may be served during weekend rentals only and is restricted to the Council Chambers and the City Hall lobby.

ii. Alcohol is prohibited in outdoor areas; including the Plaza and all areas of the Sammamish Commons, except by permission of the Parks and Recreation Director or his/her designee.

- iii. Alcohol service may include beer, wine and champagne only. Liquor and other alcoholic beverages are prohibited.
- iv. Beer kegs are prohibited at City Hall.
- v. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit must be obtained and displayed in the room during the rental for the duration of the rental. Non-profit groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month seven (7) days prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.
- vi. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vii. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for the guest any participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- viii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

5.03 Equipment Usage

- A. The City provides a limited amount of equipment for use during rentals. Rental groups should consult with the City prior to booking their rental for a list of available equipment.
- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment usage inside Council Chambers is subject to approval by the City.
- C. The ~~overhead projector and the~~ PowerPoint projector are available for use by rental groups. Groups must provide their own computer.
- D. The video equipment, the dais and the computer system in the Council Chambers are not available for use by rental groups.

- E. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- F. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items and early deliveries will not be accepted.

5.04 Minors

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using City Hall facilities.

5.05 Maximum Room Capacities

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld [and additional fees may apply](#).

5.06 Set-Up

Room set-up is the responsibility of the Applicant. Set-up time must be included in the [time period covered by the](#) rental reservation. Rental groups will not be allowed early access to the facility.

5.07 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
 - i. All City equipment shall be cleaned and returned to the proper storage location.
 - ii. All decorations and personal items shall be removed from the facility.
 - iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

5.08 Amplified Sound

- A. Use of amplified sound is permitted inside the Council Chambers during weekend rentals only.
- B. Use of amplified sound is not permitted in the Sammamish Commons Park except by special use permit issued by the Parks and Recreation ~~Department~~Director or his/her designee.

5.09 Decorations

- A. Freestanding decorations are permitted.
- B. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.
- C. Rice, birdseed, confetti, glitter and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

5.10 Flammable Materials

The use of flammable materials is prohibited inside City Hall.

5.11 Fog and Smoke Machines

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm; and may result in immediate evacuation and or possible cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

5.12 Tobacco Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited inside City Hall. ~~Tobacco products and electronic cigarettes are prohibited in all City parks, which includes City Hall.~~

No Smoking

~~Smoking is prohibited inside City Hall.~~

5.13 Animals

Animals are prohibited inside City Hall. This restriction does not apply to licensed or certified service animals.

Adopted: 12/18/07

Amended: 4/21/15



Meeting Date: April 21, 2015

Date Submitted: 4/16/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for facility rentals at the Beaver Lake Lodge and Pavilion

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a policy regarding facility rentals at the Beaver Lake Lodge and Pavilion. Both of these facilities are used primarily by community groups and private parties and only occasionally for City purposes. None of the basic tenets of this policy are proposed to be amended. There are, however, changes proposed in the following categories:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City's insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the Beaver Lake Lodge and Pavilion facility rental policy are further described below.

1. In the definitions section, added a definition for "dusk," "resident" was clarified to include both residential addresses and business addresses, and the Pavilion hours were added to the definitions of "Weekday Rentals" and "Weekend Rentals."

2. Non-Discrimination language modified (section 3.03)
The words, “or any other unlawful basis,” were added to the non-discrimination section.
3. Non-Endorsement language modified (section 3.04)
The non-endorsement section was modified to include the terms, “mission or purpose.”
4. Striking the section prohibiting firearms (former section 3.05)
RCW 9.41.290 preempts a city’s authority to enact local laws that prohibit possession of firearms on city-owned property or in city-owned facilities. See RCW 9.41.290 and RCW 9.41.300 (certain limited exceptions noted therein); see also AGO 2008 No. 8.
5. Liability language modified (section 3.06)
Includes revised liability language provided by WCIA.
6. Security at applicant’s expense (section 3.07)
Clarifies that if security is required for a facility rental, it will be at the Applicant’s expense.
7. Policy Interpretation final and binding (section 3.12)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
8. Modifications to Facility Reservations (section 4.01)
Section 4.01(E) identifies specific rental hours for the Pavilion.

Section 4.01(G) was modified to require a minimum of 14 days advance notice for all reservation requests.
9. Damage deposits – minor changes (section 4.03)
Section 4.03(A) increased the attendance threshold for damage deposits from 50 to 100. This is consistent with current practices and damage deposits for smaller groups that are not serving food and/or beverages are not needed.

Section 4.03(B)(ii) modified the policy language to include flooring in the list of items evaluated for damage at the conclusion of an event.

Section 4.03(C) extended the refund processing time for damage deposits from four weeks to six weeks.
10. Insurance requirements revised (section 4.06)
Revised language to identify specific instances when liability insurance will be required. This section also clarifies the amount of coverage, the date proof of insurance is due to the City (one-month in advance), and additional insurance declarations needed when alcohol is served. These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.

11. Clarification of alcohol service area (section 5.02(B)(i))

Statement added clarifying that alcohol is allowed on the front porch of the Beaver Lake Lodge. This area is considered an extension of the Lodge. Alcohol consumption is not allowed in any other areas of Beaver Lake Park.

12. Permits required for alcohol service (section 5.02(B)(iv))

At the request of WCIA, amended the language regarding Washington State Banquet permits to include the requirement for a "Special Occasion License" for non-profits desiring to sell alcohol at a function. Other minor wording changes were included in this section as well.

13. Legal responsibility for alcohol consumption (section 5.02(C)(vi))

Added language to clarify that legal responsibility for a participant's consumption of alcohol during the facility rental rests with the Applicant.

14. Inflatable toys no longer allowed (5.03(E))

The section allowing inflatable toys has been stricken. This is at the recommendation of WCIA and due to increased liability and risk of serious injury associated with the use of inflatable toys/bouncy houses. This policy change applies to rentals only and does not impact City sponsored or co-sponsored events. New section 5.03(E) was updated to reflect this change.

15. Tobacco products prohibited (section 5.13)

This section was revised to comply with the recently amended Sammamish Municipal Code, Chapter 7.12, regarding the prohibition of tobacco products in parks.

16. Minor edits

A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for facility rentals at the Beaver Lake Lodge and Pavilion.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
FACILITY RENTALS AT THE BEAVER LAKE LODGE AND
PAVILION.**

WHEREAS, the City of Sammamish assumed ownership of Beaver Lake Park on January 1, 2003; and

WHEREAS, the Beaver Lake Lodge and Pavilion facilities within Beaver Lake Park are dedicated for community use and may be reserved for private party use and for non-profit use; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general guidelines for public facility use; and

WHEREAS, a previous policy governing facility rentals at the Beaver Lake Lodge and Pavilion was approved by Resolution 2007-293; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Facility Rental, Adopted. The City Council hereby adopts a policy for facility rentals at the Beaver Lake Lodge and Pavilion, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2014

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: BEAVER LAKE LODGE AND PAVILION FACILITY RENTALS		Department: PARKS
		Number: 076.01.01
Effective Date: 01/01/08 05/01/15	Supersedes: R2007-293 N/A	Approved By: City Council
		Date: 12/04/07 04/21/15

1.0 PURPOSE

To establish a policy for rental of the Lodge and Pavilion at Beaver Lake Park.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, Monday through Friday, except holidays.

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, ~~class~~-fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Dusk: The time at which the sun is 6 degrees below the horizon. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

Lake: Beaver Lake.

Lodge: The log cabin located at 25101 SE 24th Street in Beaver Lake Park.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Park: Beaver Lake Park.

Pavilion: The open air, wood structure located in Beaver Lake Park between the Lodge and the Lake.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Weekday Rentals: Lodge: Monday through Thursday 8 AM to 10 PM and Friday 8 AM to 6-5 PM. Pavilion: Monday through Friday 8 AM to Dusk.

Weekend Rentals: Lodge: Friday 6-5 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM. Pavilion: Saturday and Sunday 8 AM to Dusk.

3.0 POLICY

All Lodge and Pavilion rentals are to be in accordance with the following policies:

3.01 Purpose of Rentals

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation ~~Department~~Director or his/her designee.

3.02 Right of Refusal

The City reserves the right to limit or deny facility rentals due to staff availability, incompatibility of the rental request with the City's facilities or for other similar reasons.

3.03 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

3.04 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's person's or group's philosophies, policies, ~~or~~ beliefs, mission or purpose.

~~3.05 Firearms~~

~~Firearms or weapons of any sort are not permitted in City facilities or on City property. This restriction shall not apply to on-duty law enforcement officers.~~

3.05 Facility Usage Priority

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-co-sponsored events. The same priority structure applies to facility resources, including tables, chairs and other equipment.

3.06 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of this agreement.

- B. The City is not responsible for the loss, theft or damage to the Applicant's property lost, stolen or damaged items.

3.07 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.08 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.09 Facility Rental Fees

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website, online.

- B. A resident discount may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident discount.

3.10 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.

B. A full refund will be issued for City-initiated cancellations.

3.11 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.12 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Facility Reservations

A. Scheduling of the Lodge and the Pavilion are done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, ~~Monday through Friday~~ during business hours only.

B. An application for use of the facility must be made by a person eighteen (18) years of age or older.

C. The Applicant must be on site for the entire duration of the rental.

D. The Lodge is ~~and the Pavilion are~~ subject to availability and may be reserved during the following times:

Monday – Thursday	8 AM – 10 PM
Friday – Saturday	8 AM – Midnight
Sunday	8 AM – 10 PM

E. The Pavilion is subject to availability and may be reserved during the following times:

Monday – Sunday 8 AM – Dusk

E.F. Reservations may be made up to three (3) months in advance for Weekday Rentals and up to twelve (12) months in advance for Weekend Rentals.

F.G. Rental requests must be made at least fourteen (14) ~~seven (7)~~ days in advance of the rental date ~~for wWeekday rRentals~~. ~~Reservations must be made at least thirty (30) days in advance of the rental date for weekend rentals.~~ Reservation requests received with less notice than previously specified may not be accommodated.

~~G.H.~~ The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once~~ after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.

~~H.I.~~ The facility is reserved ~~by the~~ in half hour increments. Weekday Rentals require a two (2) hour minimum reservation. Weekend Rentals require a six (6) hour minimum reservation for both facilities.

~~H.J.~~ Reservation requests on City observed holidays are processed at the Weekend Rental rates.

~~J.K.~~ Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee. In most cases, requests for ongoing rentals will be approved for no more than six (6) months at a time.

~~K.L.~~ All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Payment for Facility Rentals

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

4.03 Damage Deposits

A. Rental groups that exceed one-hundred (100) ~~fifty (50)~~ people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.

B. Damage deposits are fully refundable provided the following conditions are met:

i. The rented facility is left in a clean and orderly manner.

ii. The flooring was not stained or damaged as a result of the rental.

~~iii.~~ iii. The facility was not damaged as a result of the rental.

~~iii.~~ iv. Use of the facility did not exceed the scheduled reservation time.

~~iv.~~ v. All facility equipment is accounted for and not damaged or broken.

~~v.~~ vi. Additional staff time was not required as part of the rental.

~~vi.~~ vii. All rules/guidelines governing rental use of the City facilities were met.

- C. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) ~~four (4)~~ weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Cancellations

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than ~~a~~ two (2) months' advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.05 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' advance notice.

4.06 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
 - a. Alcohol will be served;
 - b. The event is open to the public;
 - c. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues etc.);

d. Law enforcement or security will be required; and/or

e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.

~~for rentals groups serving alcohol, for events that exceed one hundred (100) people or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.~~

~~A.B.~~ Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

~~B.C.~~ One (1) month ~~Two weeks~~ prior to the facility rental, the Applicant shall submit a copy of the ~~insurance policy declaration page~~ Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:

- i. Location of activity;
- ii. Type of proposed activity;
- iii. If Alcohol is being served, the certificate must include language to indicate that "Liquor Liability is Included;"
- iv. Separate Endorsement Sheet with additional insured endorsement attached; and,
- v. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.02 Food and Beverage Service

A. Food and beverage service is permitted at the Lodge and the Pavilion during all rentals.

B. Alcohol may be served in the Lodge according to the following regulations:

- i. Alcohol is prohibited in outdoor areas; including the Park and the Pavilion, except by permission of the Parks and Recreation Director or his/her designee. This provision does not apply to the front porch of the Beaver Lake Lodge.
- ii. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are prohibited.
- iii. Beer kegs are permitted, provided the kegs are located in the kitchen, ~~and the beer is served by a licensed bartender.~~
- iv. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit for the duration of the rental. Groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.~~A Washington State Banquet Permit must be obtained and displayed in the room during the rental. A copy of the permit must be received by the City of Sammamish at least seven (7) days prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.~~
- v. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vi. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for the guestany participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- vii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

5.03 Equipment

- A. The City provides a limited amount of equipment for use during rentals. Applicants should consult with the City prior to booking their rental for a list of available equipment.

- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment use inside the Lodge or at the Pavilion is subject to prior approval by the Parks and Recreation Director or his/her designee.
- C. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- D. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items, and early deliveries will not be accepted.
- ~~E. Inflatable toys are permitted in some areas of the pPark, with provided prior approval of the Parks and Recreation Director or his/her designee is obtained. Sand bags are required to anchor approved inflatable toys. Grounds stakes may not be used to anchor equipment.~~
- ~~F.E.~~ Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

5.04 Minors

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using the Lodge or the Pavilion.

5.05 Maximum Room Capacities

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

5.06 Set-Up

Facility set-up is the responsibility of the ~~rental group~~ Applicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

5.07 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
 - i. All City equipment shall be cleaned and returned to the proper storage location.
 - ii. All decorations and personal items shall be removed from the facility.

iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.

C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.

D. If a rental exceeds the time reserved, the Applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

5.08 Amplified Sound

A. Use of amplified sound is permitted inside the Lodge.

B. Use of amplified sound is not permitted at the Pavilion except by special use permit issued by the Parks and Recreation [Director or his/her designee](#) ~~Department~~.

5.09 Decorations

A. Freestanding decorations are permitted.

B. Pre-set hooks and nails may be used to hang decorations; otherwise, items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.

C. Rice, birdseed, confetti, glitter, and dance wax are prohibited.

D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

5.10 Flammable Materials

A. Floating candles are permitted in the Lodge. The wick of the candle must be at least four (4) inches below the opening of the candleholder and trimmed to a height of ½” or less. Candles must be floating in water.

B. The use of all other flammable materials is prohibited inside the Lodge.

5.11 Barbecues

A. The use of barbecues is restricted to the grass and outdoor areas around the Lodge and/or the Pavilion. Barbecues are not allowed inside the Lodge or inside the covered area of the Pavilion.

B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of the Parks and Recreation Director or his/her designee.

C. It is the responsibility of the rental group to dispose of ashes and briquettes in the coal bin next to the Pavilion.

5.12 Fog and Smoke Machines

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm and may, resulting in immediate evacuation and/or ~~possible~~ cancellation of the rental. loss of all or a portion of the damage deposit and may result in additional charges.

5.13 Tobacco and Related Products ProhibitedSmoking

~~Smoking is~~Tobacco products and electronic cigarettes-Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in Sammamish City parks, which includes the Lodge and the Pavilion. inside the Lodge.

5.14 Animals

- A. Animals are prohibited inside the Lodge. This restriction does not apply to licensed or certified service animals.
- B. Pony rides and other live animal features or demonstrations are prohibited in all areas of the Park.

Adopted: 12/04/07
Amended: 04/21/15

Exhibit 2



Meeting Date: April 21, 2015

Date Submitted: 4/16/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for Athletic Field rentals.

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a policy regarding Athletic field rentals. This policy applies to both the synthetic turf fields and the natural turf (grass) fields. The policy established the “priority scheduling process,” which created a method for equitably allocating field time. This process is still used today and has proven to be effective in managing a high demand for field time. Also important to note that this policy established field usage priority, which among other things grants priority use to youth leagues in Sammamish. None of the basic tenets of this policy are proposed to be amended. There are, however, changes proposed in the following categories:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City’s insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the Athletic Field rental policy are further described below.

1. In the definitions section, modified the definition for “dusk” and “resident” was clarified to include both residential addresses and business addresses.

2. Non-Discrimination language modified (section 3.03)
The words, “or any other unlawful basis,” were added to the non-discrimination section.
3. Non-Endorsement added (section 3.04)
The non-endorsement section was added, consistent with the other facility rental policies.
4. Striking the section prohibiting firearms (former section 3.04)
RCW 9.41.290 preempts a city’s authority to enact local laws that prohibit possession of firearms on city-owned property or in city-owned facilities. See RCW 9.41.290 and RCW 9.41.300 (certain limited exceptions noted therein); see also AGO 2008 No. 8.
5. Liability language modified (section 3.06)
Includes revised liability language provided by WCIA.
6. Security at applicant’s expense (section 3.07)
Clarifies that if security is required for a facility rental, it will be at the Applicant’s expense.
7. Policy Interpretation final and binding (section 3.12)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
8. Modifications to Facility Reservations (section 4.01)
Section 4.01(E) changed the deadline for the fall priority schedule process to May 1 (previously June 1). This is consistent with current scheduling practices.

Section 4.01(F) was modified to require a minimum of 14 days advance notice for all reservation requests.

Section 4.01(G) modified the hours of use on the Community Sports field to reflect current practices. Usage times are established in cooperation with the School Districts.

Section 4.01(I) modified the block booking schedule for the Community Sports fields based on the changes to the hours of use in section 4.01(G).
9. Field lights required post-dusk (section 4.04)
Language added clarifying that field lights are required after dusk. A number of our rental groups would prefer not to pay the additional fee for field lights, but due to safety concerns this is not an option after dusk.
10. Insurance requirements revised (section 4.08)
Revised language to identify specific instances when liability insurance will be required. This section also clarifies the amount of coverage needed and the date proof of insurance is due to the City (one-month in advance). These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.

11. Tobacco products prohibited (section 5.03)

This section was revised to comply with the recently amended Sammamish Municipal Code, Chapter 7.12, regarding the prohibition of tobacco products in parks.

12. Field use restrictions modified/clarified.

Section 5.06 clarifies that equipment or temporary structures brought onto the athletic fields must be approved in advance. There are many types of equipment associated with athletic play (pitching machines, goals etc.) and some types of equipment may damage our fields. Use of equipment, other than what is already provided, needs to be coordinated with our maintenance staff in advance.

Section 5.07(B) clarifies that damage caused by motorized vehicles (whether or not the use of the vehicles was approved) will be billed to the applicant. On occasion, leagues have driven vehicles onto the natural turf fields to perform field work and the weight of the vehicle caused significant damage.

Section 5.08 clarifies that accommodations may be made for special field lining/markings on the fields, but this too needs to be coordinated and approved in advance. Specifically, the synthetic turf fields require the use of special paint to prevent damage to the turf and this work needs to be performed by City maintenance staff.

As is consistent with the other changes, Section 5.09 clarifies that all field modifications (basically anything not covered in the above sections) requires advance approval.

13. Animals prohibited (section 5.10)

This section was modified to comply with the recently amended Sammamish Municipal Code, Chapter 7.12, which now prohibits animals, with the exception of service animals, on all athletic fields.

14. Minor edits

A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for Athletic Field rentals.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
ATHLETIC FIELD RENTALS.**

WHEREAS, the City of Sammamish owns and operates a number of public park facilities;
and

WHEREAS, many of the City park facilities include athletic fields that may be reserved for
private facility rentals; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general
guidelines for public facility use; and

WHEREAS, the City of Sammamish has entered into Interlocal Agreements with the Issaquah
School District and the Lake Washington School District concerning management and scheduling of
the Community Sports Fields at Skyline High School and Eastlake High School; and

WHEREAS, the City of Sammamish prioritizes athletic field use for youth athletic leagues in
the greater Sammamish area; and

WHEREAS, a previous policy governing facility rentals of City athletic fields was approved
by Resolution 2007-295; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Athletic Field Rental, adopted. The City Council hereby adopts the
amended policy for athletic field rentals, attached hereto as Exhibit "A" and incorporated herein
by reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21st DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2015

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: ATHLETIC FIELD RENTALS		Department: PARKS
		Number: 076.01.03
Effective Date: 01/01/08 <u>05/01/15</u>	Supersedes: N/A <u>R2007-295</u>	Approved By: City Council
		Date: 12/04/07 <u>04/21/15</u>

1.0 PURPOSE

To establish a policy for athletic field rentals at City of Sammamish facilities.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Artificial Turf Fields: Field surface is comprised of synthetic materials.

Business Hours: 8:30 am to 5 PM, ~~Monday through Friday, except holidays.~~

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups, or businesses engaged in profit making activities that charge admissions, ~~class~~-fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Community Sports Fields: Artificial turf fields managed via an interlocal agreement with the local School Districts.

Dusk: The time at which the sun is 6 degrees below the horizon. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. ~~When the limit of twilight illumination is sufficient, under good weather conditions, for terrestrial objects to~~

~~be clearly distinguished.~~ A civil twilight schedule will be used to establish this time of day throughout the year.

Fall Season: August 1 to November 30

Field Turn Back(s): Process of releasing fields previously scheduled as part of the priority scheduling process with no financial penalty during a certain window of time.

Leagues: An organization representing multiple teams that collects registrations and fees and provides teams with practice and game schedules.

Natural Turf Fields: Field surface is comprised of soil, grass, or a mix of the two.

Priority Scheduling: Process in which leagues are allowed to schedule before the fields are available for booking by the general public.

Resident: Individuals whose primary [residential or business](#) address is within the City limits of the City of Sammamish or leagues comprised of a minimum of fifty percent (50%) of City of Sammamish residents.

School Year: Beginning of the fall high school sports season as defined by [the Washington Interscholastic Activities Association \(“WIAA”\)](#) (typically mid-August) to the last day of school year.

Spring/Summer Season: March 1 to July 31.

Summer Recess: Day after the last day of school year to the beginning of the fall high school sports season as defined by the WIAA (typically mid-August).

Winter Season: December 1 to February 28/29.

Youth Leagues: Leagues serving youth ages eighteen (18) and under.

3.0 POLICY

All athletic facility rentals are to be in accordance with the following policies:

3.01 Purpose of Rentals

Athletic fields may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. Athletic fields may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation [Director or his/her designee](#) Department.

3.02 Right of Refusal

The City reserves the right to limit or deny field rentals due to staff availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.03 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

3.04 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

~~3.04 Firearms~~

~~Firearms or weapons of any sort are not permitted in City facilities or on City property. This restriction shall not apply to on-duty law enforcement officers.~~

3.05 Facility Usage Priority

A. The following priority structure applies to athletic field reservations:

- i. City sponsored or co-sponsored programs and activities have first priority.
- ii. Lake Washington School District and Issaquah School District have second priority. Priority applies to the schools located within the City limits of the City of Sammamish only and is subject to the restrictions and parameters provided in the respective Interlocal Agreements for each School District.
- iii. Youth Athletic Leagues have third priority.
 - a. Football and soccer leagues, with the exception of women's U15 to U18 soccer leagues, have priority during the Fall Season.
 - b. Baseball, softball, lacrosse, and women's U15 to U18 soccer leagues have priority during the Spring/Summer Season.
 - c. League practices and games have priority over tournament scheduling.
- iv. Adult Athletic Leagues have fourth priority.

B. The Parks and Recreation Director or his/her designee shall have the discretion to resolve scheduling conflicts based on historical use, community interest, or other factors.

3.06 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility rental agreement to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of the rental agreement except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- B. The City is not responsible for the loss, theft or damage to the Applicant's property lost, stolen or damaged items.

3.07 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.08 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to, the payment of an additional damage deposit as a condition of the rental.

3.09 Athletic Field Rental Fees

- A. Athletic field rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.
- B. A resident discount may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident discount.
- C. All field time assigned through the priority scheduling process qualifies for the resident discount.
- D. Field time scheduled in excess of the time allocated through the priority scheduling process will be billed at the Standard Rental Rate.
- E. Leagues that are comprised of a minimum of fifty percent (50%) of Sammamish residents qualify for the resident discount for all field- rentals. reservations.

3.10 Cancellation

- A. The City reserves the right to close a field or cancel a rental at anytime due to an emergency, severe weather, vandalism, poor playing conditions, situations that may result in field damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

3.11 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.12 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Athletic Field Rentals

- A. Scheduling of the athletic fields is done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, ~~Monday through Friday~~ during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant or a designated league representative must be on site for the entire duration of the rental.
- D. Leagues may not sub-lease field rental time to other leagues or individuals.
- E. Leagues requesting priority scheduling must submit field requests in writing according to the following deadlines:

<u>Season:</u>	<u>Schedule Requests Due By:</u>
Winter (December 1 to Feb 28/29)	October 1
Spring/Summer (March 1 to July 31)	January 1
Fall (August 1 to November 30)	June 1 <u>May 1</u>

- F. Individual teams may reserve space after the above league reservation ~~cutoff dates~~ deadlines have passed on a first-come, first-served basis. Reservation requests must be made at least fourteen (14) days ~~two (2) weeks~~ in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.

G. The Community Sports fields are subject to availability and may be reserved during the following times:

School Year:

Eastlake Community Fields

Monday – Friday 5:30~~5:15~~ – 9 PM
 Saturday – Sunday 9 AM – 9 PM

Skyline Community Fields

Monday – Friday 5:45 PM – 9 PM
Saturday – Sunday 9 AM – 9 PM

Summer Recess:

Daily 9 AM – 9 PM

H. All other athletic fields are subject to availability and may be reserved during the following times:

Daily 9 AM – Dusk

I. On the weekends and during the summer recess, the Community Sports Fields are reserved ~~by in the quarter-half~~ hour increments and require a two (2) hour minimum reservation. During the school year, Monday through Friday reservations are scheduled in ~~two-set~~ blocks of time: Skyline 5:45 PM to 7:15 PM and 7:15 PM to 9 PM. Eastlake 5:30 PM to 7:15 PM and 7:15 PM to 9 PM.

J. The natural turf fields are reserved by the half hour and require a ninety (90) minute minimum reservation.

K. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once-after~~ the rental application has been approved and fifty percent (50%) of the rental fees have been paid.

L. All rental requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Field Allocation

Fields will be allocated for each season using a mathematical formula that factors in total number of available field slots and number of City of Sammamish residents participating in the league. The formula is as follows:

$$\text{Available Field Slots} \times \text{League Residents as a \% of Total Residents Requesting Field Time} = \text{Field Allocation per League}$$

4.03 Payment for Facility Rentals

- A. Weekday one-time rentals shall be paid in full at the time of booking.
- B. Payment for league rentals shall be made on or before the tenth (10th) day of the month following the month of use.
- C. Athletic field rentals are subject to immediate cancellation if rental fees are not paid.
- D. A late fee of ten percent (10%) shall be assessed by the City if the rental fees are not received when due and owing.

4.04 Lights

- A. Rentals taking place on the Community Sports Fields or at other lighted facilities that occur on or after Dusk require the use of lights.
- B. Additional rental fees apply for field light use. [Field lights are required for post-Dusk reservations.](#)

4.05 Rental Cancellations

- A. Leagues are allowed to turn back field time with no financial consequence during the priority scheduling process. Once the fields are available for reservation by individual teams, field times returned will be considered a cancellation.
- B. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- C. Cancellations made with less than a one (1) month [advance](#) notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- D. Cancellations made with less than two (2) weeks' [advance](#) notice will not be refunded.
- E. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.06 Field Closures

- A. The Parks and Recreation Director or his/her designee shall have the authority to close any or all athletic fields whenever weather or field conditions dictate.
- B. The Community Sports Fields may be closed when the respective School District is closed for inclement weather or for any other reason deemed necessary by the School District or the Parks and Recreation Director or his/her designee.

- C. Notice of field closures will be posted to the City website during the weekdays, except holidays, and updated on the City rainout line by 4:00 PM daily.
- D. It is the responsibility of the league to contact the City's field scheduler within two (2) working days after a field closure to confirm a credit or arrange for rescheduling.

4.07 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) weeks' advance notice.

4.08 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
 - i. Fields are rented by a league;
 - ii. Fields are rented for tournament play;
 - iii. The field rental/use will be open to the public;
 - iv. Admission fees will be collected for the event or fees collected for anything provided during the event (e.g. fees for goods, food, dues etc.); and/or,
 - v. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
 - i. ~~All leagues, tournaments, sports camps and other groups reserving fields for multi-day use shall be required to provide proof of commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined, single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.~~
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

~~B-C.~~ One-month prior to usage of the facility, the Applicant shall submit a copy of the ~~insurance policy declaration page~~ Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:

- i. Location of activity;
- ii. Type of activity proposed;
- iii. Separate Endorsement Sheet; including a copy of the additional insured endorsement and
- iv. Effective date(s) of coverage.

D. Liability insurance is not required for one-time facility rentals.

~~C-E.~~ Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish park area and on School athletic field areas, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.02 Alcohol Prohibited

Alcoholic beverages are prohibited in City parks.

5.03 Tobacco and Related Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in all City parks and on School District property, which includes all athletic fields. ~~on all athletic fields and/or within twenty-five (25) feet of all athletic venues.~~

5.04 Food and Beverages

All food and beverages, with the exception of plain water, are prohibited on the artificial turf fields.

5.05 Amplified Sound

Use of amplified sound systems is prohibited, except by contract or by special use permit issued by the Parks and Recreation Director or his/her designee~~Department~~.

5.06 Equipment

- A. All equipment or temporary structures brought onto City or School District property must be approved in advance by the Parks and Recreation DepartmentDirector or his/her designee.
- B. The use of non-athletic equipment is prohibited on all artificial turf fields.

5.07 Motorized Vehicles

- A. Motorized vehicles may not be driven on athletic fields without the approval of the Parks and Recreation DepartmentDirector or his/her designee.
- B. Repair costs arising from the unauthorized use of vehicles on the athletic fields, regardless of whether authorized or not, will be charged to the Applicant.

5.08 Athletic Field Lining/Marking

- A. Lining or marking City athletic fields requires advance approval offrom the Parks and Recreation DepartmentDirector or his/her designee.
- B. Burning lines on theathletic fields is prohibited.
- C. Repair costs arising from the improper use of chemicals or other field marking products, regardless of whether authorized or not, will be charged to the Applicant.

5.09 Field Modifications

All field modifications (e.g. field striping, relocating goals, bases or pitching mounds etc.) including field size increases or decreases or the request for multiple team use on a single field must be approved in advance by the Parks and Recreation DepartmentDirector or his/her designee.

5.10 Animals Prohibited

Domestic animals (household pets and farm animals) are prohibited on the artificial turf fieldsall athletic fields. This restriction does not apply to licensed or certified service animals.

5.11 Clean-Up

- A. Rental groups areThe Applicant is responsible for cleaning the athletic field(s) and any adjacent areas at the conclusion of the rental. All garbage must be deposited into the proper trash receptacles.
- B. Loss of rental privileges and/or maintenance/cleaning fees will be assessed to the aApplicant if deemed necessary by the City.

Adopted: 12/04/07

Amended: 04/21/15



Meeting Date: April 21, 2015

Date Submitted: 4/16/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution adopting an amended policy for Picnic Shelter Rentals

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended Policy

Budget: N/A

Summary Statement:

In 2007, the City Council adopted a policy regarding Picnic Shelter rentals. This policy established priority scheduling for Sammamish residents, which was particularly important for our most popular picnic shelters – Pine Lake Park and Ebright Creek Park. With the exception of a change to the date non-residents may reserve a picnic shelter (further described in the Background Section below), none of the other basic tenets of the policy are proposed to be amended. There are, however, changes proposed in the following categories:

- Minor edits, primarily clarifying language and re-wording.
- Revisions to reflect current operating practices.
- Updates to reflect recommendations and policy direction from Washington Cities Insurance Authority (WCIA), the City's insurance provider.
- Policy changes based on legal review by the City attorney.

Upon adoption, the amended policy will take effect on May 1, 2015. Staff will utilize the time in between the date of adoption and the effective date to update the facility rental forms and the website.

Background:

The proposed policy amendments to the Picnic Shelter rental policy are further described below.

1. In the definitions section, modified the definition for “dusk,” and “resident” was clarified to include both residential addresses and business addresses.
2. Non-Discrimination language modified (section 3.03)
The words, “or any other unlawful basis,” were added to the non-discrimination section.

3. Non-Endorsement added (section 3.04)
The non-endorsement section was added, consistent with the other facility rental policies.
4. Striking the section prohibiting firearms (former section 3.04)
RCW 9.41.290 preempts a city's authority to enact local laws that prohibit possession of firearms on city-owned property or in city-owned facilities. See RCW 9.41.290 and RCW 9.41.300 (certain limited exceptions noted therein); see also AGO 2008 No. 8.
5. Liability language modified (section 3.06)
Includes revised liability language provided by WCIA.
6. Security at applicant's expense (section 3.07)
Clarifies that when security is required for a facility rental, it will be at the Applicant's expense.
7. Policy Interpretation final and binding (section 3.12)
Clarifies that any interpretations of the policy made by the City Manager or his/her designee are final and binding.
8. Modifications to Facility Reservations (section 4.01)
Section 4.01(E) was modified to allow non-residents to reserve picnic shelters on or after March 1. The previous policy only allowed non-residents to reserve picnic shelters two months in advance of the rental date. Staff feel that this is overly restrictive and may be resulting in un-reserved shelter time. Sammamish residents still have priority and are allowed to schedule two-months in advance of non-residents (on or after January 1) for the upcoming shelter season.

Section 4.01(F) was modified to require a minimum of 14 days advance notice for all reservation requests.
9. Damage deposits – minor changes (section 4.03(C))
Extended the refund processing time for damage deposits from four weeks to six weeks.
10. Insurance requirements revised (section 4.06)
Revised language to identify specific instances when liability insurance will be required. This section also clarifies the amount of coverage needed and the date proof of insurance is due to the City (one-month in advance). These suggested changes were provided by WCIA. The policy also includes a reference to the Tenant User Liability Insurance Program (TULIP) (provided by WCIA), which is available to private rental groups seeking liability insurance.
11. Tobacco products prohibited (section 5.03)
This section was added to comply with the recently amended Sammamish Municipal Code, Chapter 7.12, regarding the prohibition of tobacco products in parks.
12. Inflatable toys no longer allowed (5.04)
The section allowing inflatable toys has been stricken. This is at the recommendation of WCIA and due to increased liability and risk of serious injury associated with the use of inflatable toys/bouncy houses. This policy change applies to rentals only and does not impact City sponsored or co-sponsored events.

13. Minor edits

A number of minor edits (grammatical changes, clarification of wording etc.) were made throughout the policy document and are noted using track changes.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for Picnic Shelter Rentals.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
PICNIC SHELTER RENTALS.**

WHEREAS, the City of Sammamish owns and operates a number of public park facilities;
and

WHEREAS, many of the City park facilities include picnic shelters that may be reserved for
private facility rentals; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general
guidelines for public facility use; and

WHEREAS, a previous policy governing facility rentals at picnic shelters was approved by
Resolution 2007-294; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Picnic Shelter Rental, Adopted. The City Council hereby adopts a
policy for picnic shelter rentals, attached hereto as Exhibit "A" and incorporated herein by
reference.

Section 2. Effective Date. The effective date of this Policy shall be May 1, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 21ST DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 16, 2015

Passed by the City Council:

Resolution No.:



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: PICNIC SHELTER RENTALS		Department: PARKS
		Number: 076.01.02
Effective Date: 01/01/08 05/01/15	Supersedes: N/A R2007-294	Approved By: City Council
		Date: 12/04/07 04/21/15

1.0 PURPOSE

To establish a policy for rental of the picnic shelters at City of Sammamish parks.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, ~~Monday through Friday, except holidays.~~

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit-making activities that charge admissions, ~~class~~-fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Dusk: The time at which the sun is 6 degrees below the horizon. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time without artificial illumination. When the limit of twilight illumination is sufficient, under good weather conditions, for terrestrial objects to be clearly distinguished. ~~A civil twilight schedule will be used to establish this time of day throughout the year.~~

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Shelter Season: March 1 thru September 30.

3.0 POLICY

All picnic shelter rentals at City of Sammamish parks are to be in accordance with the following policies:

3.01 Purpose of Rentals

Picnic shelters may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. Picnic shelters are not available for commercial use except by concession contract or by special use permit issued by the Parks and Recreation ~~Department~~Director or his/her designee.

3.02 Right of Refusal

The City reserves the right to limit or deny rental of the picnic shelters due to incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.03 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group reserving picnic shelter facilities must follow the same non-discriminatory policy.

3.04 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

~~3.04 Firearms~~

~~Firearms or weapons of any sort are not permitted in City facilities or on City property. This restriction shall not apply to on-duty law enforcement officers.~~

3.05 Facility Usage Priority

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources and other equipment.

3.06 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without

limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the -facility or by the Applicant's breach of the rental agreement except only such injury or damage as shall have been occasioned by the sole negligence of the City. rental agreement to the extent caused by negligent acts, errors or omissions of the Applicant, or by the Applicant's breach of this agreement.

- B. The City is not responsible for the loss, theft or damage to the Applicant's property. lost, stolen or damaged items.

3.07 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.08 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.09 Picnic Shelter Rental Fees

- A. Picnic shelter rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.
- B. A resident discount may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident discount.

3.10 Cancellation

- A. The City reserves the right to close a picnic shelter or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

3.11 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.12 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.0 PROCEDURE

4.01 Facility Reservations

- A. Scheduling of the picnic shelters is done through the Parks and Recreation Department located at City Hall. Rental applications are accepted on a first-come, first-served basis, ~~Monday through Friday~~ during business hours only.
- B. An Application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. Picnic shelter rentals are subject to availability and may be reserved during the Shelter Season during the following hours:

Half Day – AM	9 AM to 2 PM
Half Day – PM	3 PM to Dusk
All day	9 AM to Dusk

- E. City of Sammamish residents may reserve picnic shelters on or after January 1 for the upcoming Shelter Season. Non-residents may reserve picnic shelters ~~up to two (2) months in advance of the rental date.~~ on or after March 1.
- F. Reservation requests must be made at least fourteen (14) ~~seven (7)~~ days in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once~~ after the rental application has been approved and the rental fees have been paid in full.
- H. Long-term and ongoing rentals are not permitted.
- I. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Payment for Facility Rentals

Picnic shelter reservations require full payment at the time of booking.

4.03 Damage Deposits

- A. A damage deposit may be required ~~for groups using approved equipment during the rental of for other reasons~~ as deemed necessary by the Parks and Recreation Director or his/her designee.

- B. Damage deposits are fully refundable provided the following conditions are met:
 - i. The rented picnic shelter is left in a clean and orderly manner.
 - ii. The picnic shelter and the other facilities and grounds near the shelter were not damaged as a result of the rental.
 - iii. Use of the picnic shelter did not exceed the scheduled reservation time.
 - iv. All rules/guidelines governing use of the picnic shelter ~~was~~were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within ~~six (6) four (4)~~ weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, the Applicant will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Cancellations

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than ~~a~~one (1) month advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.05 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.

4.06 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required for picnic shelter rentals that are open to the public ~~include~~

~~specialized equipment such as inflatable toys~~ or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.

- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month ~~Two (2) weeks~~ prior to the rental, the Applicant shall submit a copy of the ~~insurance policy declaration page~~ Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:
- i. Location of activity/rental;
 - ii. Type of proposed activity;
 - iii. Separate Endorsement Sheet, including a copy of the additional insured endorsement; and
 - iv. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.0 GENERAL REGULATIONS

5.01 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish park area, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.02 Alcohol ~~Service~~ Prohibited

Alcohol is prohibited in all City parks, which includes all picnic shelters.

5.03 Tobacco and Related Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products and electronic cigarettes are prohibited in all City parks, which includes all picnic shelters.

5.03 Amplified Sound

Use of amplified sounds is prohibited, except by contract or by special use permit issued by the Parks and Recreation Director of his/her designee.

5.04 Prohibited Equipment

~~A. Inflatable toys are permitted in some areas of the park, with provided prior approval of the Parks and Recreation Director or his/her designee is obtained. Sand bags are required to anchor pre-approved inflatable toys. Grounds stakes may not be used to anchor equipment. Applicants and their guests use inflatable toys at their own risk and expressly assume all responsibility for injuries to persons or damages to property and agree to release and hold the City harmless for any and all claims, of whatsoever nature, arising out of the use of inflatable toys or other non-City owned equipment while on City property.~~

Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

5.05 Barbecues

- A. The use of barbecues is restricted to the outdoor areas immediately adjacent to the picnic shelters. ~~grass and outdoor areas.~~
- B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by when advance approval ~~permission~~ of the Parks and Recreation Director or his/her designee is obtained.
- C. It is the responsibility of the ~~rental group~~ Applicant to dispose of ashes and briquettes in a designated coal bin.

5.06 Animals

Pony rides and other live animal features or demonstrations are prohibited.

5.07 Clean-Up

- A. At the conclusion of the picnic shelter rental, the Applicant is responsible for cleaning the picnic shelter and the surrounding area according to the following:
 - i. All decorations and personal items shall be removed from the facility.
 - ii. All garbage shall be bagged and deposited in an appropriate garbage receptacle.
- B. Any cleaning and/or repairs that require staff time and materials may be charged to the Applicant.

Adopted: 12/04/07
Amended: 04/21/15

Exhibit 2