



City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm
Council Chambers

June 16, 2015

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda and Consent Agenda

Student Liaison Reports

Presentations/Proclamations

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

- Payroll for period ending May 31, 2015 for pay date June 5, 2015 in the amount of \$ 325,750.89
 1. **Approval:** Claims for period ending June 16, 2015 in the amount of \$ 3,414,910.99 for Check No. 40536 through 40662
 2. **Interlocal Agreement:** 2015 Pavement Management Program-Overlays/Sammamish Plateau Water & Sewer
 3. **Interlocal Agreement:** 2015 Pavement Management Program-Overlays/Northeast Sammamish Sewer & Water
 4. **Contract:** 2015 Pavement Management Program-Overlays Project Management/KBA, Inc.
 5. **Approval:** May 5, 2015 Regular Meeting Minutes
 6. **Approval:** May 12, 2015 Study Session Notes
 7. **Approval:** May 18, 2015 Committee of the Whole Notes
 8. **Approval:** May 19, 2015 Regular Meeting Minutes
 9. **Approval:** June 1, 2015 Special Study Session Notes

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

10. Approval: June 2, 2015 Regular Meeting Minutes

Public Hearings - None

Unfinished Business - None

New Business - None

Council Reports

City Manager Report

- **Update:** Solid Waste Request for Bid
- **Update:** Habitat for Humanity Project

Executive Session – If necessary

Adjournment

To Be Scheduled		Parked Items	Parked Items
<ul style="list-style-type: none"> • Ordinance: Second Reading Puget Sound Energy Franchise • Economic Development Plan 		<ul style="list-style-type: none"> • Comprehensive consideration of Capital projects • Culvert Replacement for Salmon Spawning • Design Standards 	<ul style="list-style-type: none"> • Intra-City Transit Services • Mountains to Sound Greenway • Sustainability/Climate Change • Off Leash Dog Areas

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

<< May

June 2015

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 1 p.m. City Council Special Study Session	2 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	3 4 p.m. Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting	4 1:30 p.m. Transportation Committee Meeting 6:30 p.m. Planning Commission Meeting	5 4 p.m. Teen Fest Skate Competition	6 7 a.m. Issaquah Triathlon 10 a.m. Volunteer at Lower Commons Park
7	8	9 6:30 p.m. Study Session	10 4 p.m. Farmer's Market	11 10 a.m. Family Volunteering: Native Plant Garden	12	13 9 a.m. Volunteer at Ebright Creek Park 10 a.m. Electronics Recycling Drive
14	15 6:30 p.m. Committee of the Whole	16 6:30 p.m. City Council Meeting	17 4 p.m. Farmer's Market	18 6:30 p.m. Planning Commission Meeting	19	20 10 a.m. Sammamish Walks - Hazel Wolf and Beaver Lake Preserves
21	22 6:30 p.m. Arts Commission Meeting	23	24 4 p.m. Farmer's Market	25 10 a.m. Family Volunteering: Native Plant Garden	26 2 p.m. Fill-The-Bood Muscular Dystrophy Assn Fundraiser	27
28	29	30				

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

<< June

July 2015

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting	2	3 Independence Day - Observed City offices closed	4 6 p.m. Fourth on the Plateau
5	6	7 1 p.m. KidsFirst! 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	8 4 p.m. Farmer's Market	9 10 a.m. Family Volunteering: Native Plant Garden 2 p.m. Finance Committee Meeting 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	10	11
12	13	14 1 p.m. KidsFirst! 6:30 p.m. City Council Study Session	15 4 p.m. Farmer's Market	16 6:30 p.m. Concerts in the Park	17	18 10 a.m. Sammamish Walks - East Lake Sammamish History 7 p.m. Shakespeare in the Park
19	20 6:30 p.m. Committee of the Whole	21 1 p.m. KidsFirst! 6:30 p.m. City Council Meeting	22 4 p.m. Farmer's Market	23 10 a.m. Family Volunteering: Native Plant Garden 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	24	25 7 p.m. Shakespeare in the Park
26	27 6:30 p.m. Arts Commission Meeting	28 1 p.m. KidsFirst!	29 4 p.m. Farmer's Market	30 6:30 p.m. Concerts in the Park	31	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: June 11, 2015
RE: Claims for June 16, 2015

\$ 40,010.00
 50,000.00
 251,270.24
 5,862.11
 668,058.94
 2,399,709.70

Over \$10,000 Payments

Porter Brothers	\$1,654,670.77	Community & Aquatic Ctr - May 2015
Wa Dept of Commerce	\$552,000.01	PW Trust Fund Payment
Eastside Fire & Rescue	\$477,715.75	Fire Services - June 2015
Heritage Bank	\$79,170.85	Retainage - Porter Brothers Construction
Compucom	\$54,830.34	Microsoft Enterprise Software Agreements 3 Year
Public Restroom Co.	\$52,272.80	Sammamish Landing Restroom
Wa Trails Assoc	\$22,100.00	Evans creek Preserve Phase II
City Of Bellevue	\$15,161.00	ARCH 3rd Qtr
John Galt	\$11,317.50	Hearing Examiner Services

TOTAL \$ 3,414,910.99

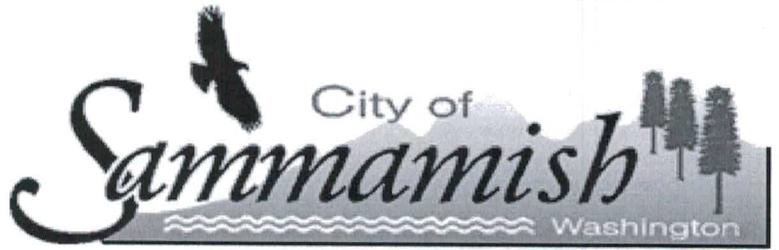
Checks # 40536 – 40662

40,010.00 +
 50,000.00 +
 251,270.24 +
 5,862.11 +
 668,058.94 +
 2,399,709.70 +
 006
 3,414,910.99G+

Accounts Payable

Check Register Totals Only

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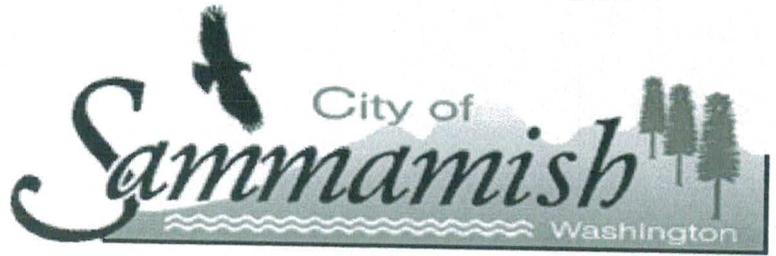


Check	Date	Vendor No	Vendor Name	Amount	Voucher
40536	06/04/2015	GEE	David VOID-REDO	50,000.00	40,536
40537	06/04/2015	KINGSUP	King County Superior Court Clerk	40,010.00	40,537
Check Total:				90,010.00	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40538	06/04/2015	GEE	David Gee	50,000.00	40,538
				<u>50,000.00</u>	
Check Total:				<u>50,000.00</u>	

Accounts Payable
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40539	06/05/2015	AWCMED	AWC Employee BenefitsTrust	118,989.05	40,539
40540	06/05/2015	CENTLIN2	Century Link	65.99	40,540
40541	06/05/2015	FLEXPLAN	Flex-Plan Services Inc	1,702.66	40,541
40542	06/05/2015	ICMA401	ICMA 401	45,750.94	40,542
40543	06/05/2015	ICMA457	ICMA457	10,640.00	40,543
40544	06/05/2015	IDHW	Idaho Child Support Receipting	326.50	40,544
40545	06/05/2015	ISD	Issaquah School District	25,080.00	40,545
40546	06/05/2015	LWSD	Lake Washington School Dist	48,115.00	40,546
40547	06/05/2015	PREPAIDL	LegalShield	109.60	40,547
40548	06/05/2015	WASUPPOR	Wa State Support Registry	490.50	40,548
Check Total:				251,270.24	

Accounts Payable

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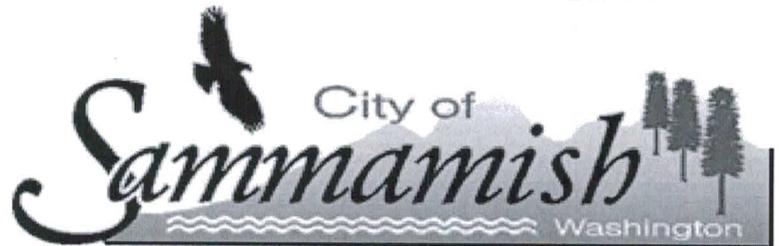


Check	Date	Vendor No	Vendor Name	Amount	Voucher
40549	06/10/2015	NESAM	NE Sammamish Sewer & Water	994.00	40,549
40550	06/10/2015	NESAM	NE Sammamish Sewer & Water	500.00	40,550
40551	06/10/2015	PSE	Puget Sound Energy	4,368.11	40,551
				5,862.11	
Check Total:				5,862.11	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40552	06/16/2015	3SQUARE	3 Square Blocks	2,577.15	40,552
40553	06/16/2015	48NORTH	48 North Solutions, Inc	6,866.39	40,553
40554	06/16/2015	AGREEMEN	Agreement Dynamics, Inc	2,625.00	40,554
40555	06/16/2015	BADGLEY	Badgley Landscape LLC	3,573.53	40,555
40556	06/16/2015	BELLCITY	City Of Bellevue	15,161.00	40,556
40557	06/16/2015	BEST	Best Parking Lot Cleaning, Inc	2,341.27	40,557
40558	06/16/2015	BMC	BMC West Corp	447.71	40,558
40559	06/16/2015	BRICKMAN	Brickman Group Ltd LLC	5,781.05	40,559
40560	06/16/2015	BRIM	Brim Tractor Co, Inc	1,052.62	40,560
40561	06/16/2015	CENTRALW	Central Welding Supply	395.93	40,561
40562	06/16/2015	CLARK	Clark's Towing & Repair	198.20	40,562
40563	06/16/2015	COMCAST2	Comcast	362.34	40,563
40564	06/16/2015	COMCAST3	Comcast	1,246.97	40,564
40565	06/16/2015	COMPUCOM	CompuCom	54,830.34	40,565
40566	06/16/2015	COSTCO	Costco Wholesale	548.57	40,566
40567	06/16/2015	COTA	Jeff Cota	150.00	40,567
40568	06/16/2015	CYLEX	Cylex Signs, LLC	4,049.20	40,568
40569	06/16/2015	DEERE	John Deere Landscapes	66.33	40,569
40570	06/16/2015	deSimas	Carl deSimas	600.00	40,570
40571	06/16/2015	DILLEY	Jennifer Dilley	43.24	40,571
40572	06/16/2015	DONOVANJ	Joe Donovan	102.00	40,572
40573	06/16/2015	EASTFIRE	Eastside Fire & Rescue	477,715.75	40,573
40574	06/16/2015	EMERALDR	Emerald Services, Inc.	5,639.59	40,574
40575	06/16/2015	FASTENAL	Fastenal Industrial Supplies	92.68	40,575
40576	06/16/2015	FLEXPLAN	Flex-Plan Services Inc	147.00	40,576
40577	06/16/2015	FOLSPARK	Friends Of Lk Sammamish State Park	3,000.00	40,577
40578	06/16/2015	FRONTIR2	Frontier	384.83	40,578
40579	06/16/2015	GALT	John E. Galt	11,317.50	40,579
40580	06/16/2015	GERBER	Gerber Towing	445.94	40,580
40581	06/16/2015	GREATAME	Great America Financial Services	130.31	40,581
40582	06/16/2015	GUARDIAN	Guardian Security	72.00	40,582
40583	06/16/2015	HANDLOS	Lynne Handlos	153.80	40,583
40584	06/16/2015	HERMANO	Hermanson Co LLP	465.38	40,584
40585	06/16/2015	HOFFMAN	Frances Garcia Hoffman	500.00	40,585
40586	06/16/2015	HOWARD	Lyman Howard	84.76	40,586
40587	06/16/2015	HUCK	Kathleen Huckabay	82.05	40,587
40588	06/16/2015	IBSEN	IBSEN Towing	393.21	40,588
40589	06/16/2015	ISSCITY	City Of Issaquah	8,085.00	40,589
40590	06/16/2015	KERSHAW	Kobi Kershaw	477.00	40,590
40591	06/16/2015	KINGGIS	King County Finance	1,121.00	40,591
40592	06/16/2015	KINGPET	King County Pet Licenses	165.00	40,592
40593	06/16/2015	LESSCHWA	Les Schwab Tire Center	898.92	40,593
40594	06/16/2015	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	40,594
40595	06/16/2015	LIGHTLOA	Light Loads Concrete, LLC	1,678.26	40,595
40596	06/16/2015	LIVESOU	Live Sound & Stage LLC	821.25	40,596
40597	06/16/2015	MAILPO	Mail Post	1,024.95	40,597
40598	06/16/2015	MINUTE	Mike Immel	109.52	40,598
40599	06/16/2015	MOBERLY	Lynn Moberly	7,500.00	40,599
40600	06/16/2015	MOIDEL	Jeffrey Moidel	500.00	40,600
40601	06/16/2015	NAPA/RED	Woodinville Auto Parts	2,313.34	40,601

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40602	06/16/2015	NCA	Network Computing Architects Inc	2,295.66	40,602
40603	06/16/2015	NWLSVC	NW Landscape Services of WA LLC	4,731.50	40,603
40604	06/16/2015	NWNUISAN	Willard's Pest Control Company	308.24	40,604
40605	06/16/2015	OCONNELP	Paullette O'Connell	171.00	40,605
40606	06/16/2015	OILCAN	Oil Can Henry's	125.19	40,606
40607	06/16/2015	PACPLANT	Pacific Plants	1,642.50	40,607
40608	06/16/2015	PNTA	PNW Theater Associates	185.19	40,608
40609	06/16/2015	PNWSTMA	PNWSports Turf Mgrs Assoc	50.00	40,609
40610	06/16/2015	POA	Pacific Office Automation	283.61	40,610
40611	06/16/2015	POLLARD	Andrea F. Pollard	630.00	40,611
40612	06/16/2015	REDMOND	City Of Redmond	44.50	40,612
40613	06/16/2015	ROTARSAM	Rotary Club of Sammamish	52.00	40,613
40614	06/16/2015	SAM	Sammamish Plateau Water Sewer	5,480.49	40,614
40615	06/16/2015	SAMCHAMB	Sammamish Chamber of Commerce	180.00	40,615
40616	06/16/2015	SAMCITIZ	Sammamish Citizen Corps Council	5,671.37	40,616
40617	06/16/2015	SEATIM	Seattle Times	1,980.55	40,617
40618	06/16/2015	SIRENNET	Sirennet.Com	84.49	40,618
40619	06/16/2015	SIVIEW	Si View Parks	549.00	40,619
40620	06/16/2015	SPATIAL	Spatial Development Int LLC	6,390.00	40,620
40621	06/16/2015	STOECKL	Jane C. Stoecklin	135.00	40,621
40622	06/16/2015	TAGS	Tags Awards & Specialties	20.81	40,622
40623	06/16/2015	USBANKNA	US Bank N.A.	268.00	40,623
40624	06/16/2015	VERIZON	Verizon Wireless	2,143.18	40,624
40625	06/16/2015	VOYAGER	Voyager	5,426.43	40,625
40626	06/16/2015	WAWORK	Washington Workwear Stores Inc	52.01	40,626
40627	06/16/2015	WERRE	Lisa Werre	116.04	40,627
40628	06/16/2015	WILLIAMH	Haley Williamson	650.00	40,628

Check Total:

668,058.94

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40629	06/16/2015	BACKGROU	Background Source Intl	252.00	40,629
40630	06/16/2015	BMC	BMC West Corp	484.76	40,630
40631	06/16/2015	COBRA	Cobra BEC, Inc.	562.83	40,631
40632	06/16/2015	COMCAST2	Comcast	9.42	40,632
40633	06/16/2015	CRESSY	Cressy Door Co., Inc	447.86	40,633
40634	06/16/2015	DEERE	John Deere Landscapes	2,217.17	40,634
40635	06/16/2015	DRSI	DRSI	184.35	40,635
40636	06/16/2015	ENGECONO	Engineering Economics, Inc.	4,097.00	40,636
40637	06/16/2015	EPICENTE	Epicenter Services LLC	3,849.33	40,637
40638	06/16/2015	FIREPROT	Fire Protection, Inc.	919.80	40,638
40639	06/16/2015	HANDLOS	Lynne Handlos	94.00	40,639
40640	06/16/2015	HDFOWL	H. D. Fowler Company	2,211.52	40,640
40641	06/16/2015	HERITAGE	Heritage Bank	79,170.85	40,641
40642	06/16/2015	HOMEDE	Home Depot	1,581.53	40,642
40643	06/16/2015	HONEY	Honey Bucket	781.00	40,643
40644	06/16/2015	KCRADIO	King Cty Radio Comm Svcs	526.69	40,644
40645	06/16/2015	KLEINFEL	Kleinfelder, Inc.	6,970.33	40,645
40646	06/16/2015	KOMPANI	Kompan Inc	2,241.35	40,646
40647	06/16/2015	LIGHTLOA	Light Loads Concrete, LLC	961.97	40,647
40648	06/16/2015	NWNUISAN	Willard's Pest Control Company	89.24	40,648
40649	06/16/2015	PACAIR	Pacific Air Control, Inc	1,026.02	40,649
40650	06/16/2015	PACPLANT	Pacific Plants	506.44	40,650
40651	06/16/2015	PACSOIL	Pacific Topsoils, Inc	3,670.44	40,651
40652	06/16/2015	PLATT	Rexel, Inc.	122.03	40,652
40653	06/16/2015	PORTER	Porter Brothers Construction, Inc	1,654,670.77	40,653
40654	06/16/2015	PUBLICRE	Public Restroom Company	52,272.80	40,654
40655	06/16/2015	SAM	Sammamish Plateau Water Sewer	1,201.58	40,655
40656	06/16/2015	SPRAGUE	SPRAGUE	91.98	40,656
40657	06/16/2015	THYSSENK	Thyssenkrupp Elevator Corp.	280.15	40,657
40658	06/16/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	3,700.00	40,658
40659	06/16/2015	WACTED	Wa Dept Of Commerce	552,000.01	40,659
40660	06/16/2015	WATRAILS	Wa Trails Assoc	22,100.00	40,660
40661	06/16/2015	WAWORK	Washington Workwear Stores Inc	150.00	40,661
40662	06/16/2015	ZEE	Zee Medical Service	264.48	40,662
Check Total:				2,399,709.70	



Meeting Date: June 16, 2015

Date Submitted: June 10, 2015

Originating Department: Public Works

Clearances:

- | | | |
|--|---|--|
| <input checked="" 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: 2015 & 2016 Pavement Program Interlocal between Sammamish Plateau Water and Sewer District and City of Sammamish.

Action Required: Authorize the City Manager to execute the attached Interlocal Agreement

Exhibits: 1. Interlocal Agreement between the City of Sammamish and Sammamish Plateau Water and Sewer District

Budget: There is no impact to the budget

Summary Statement:

Sammamish Plateau Water and Sewer District (SPWSD) has utility structures located within the limits of the annual street paving projects. These structures will require adjustment to the finished road surface elevation. The City and SPWSD agree that it benefits the public to complete this work through the contract between the City and the City's paving contractor. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

SPWSD operates and maintains the sanitary sewers and water main in a portion of streets being overlaid with new pavement. Sanitary sewer manholes and water valve boxes need to be adjusted to the new paved surface elevation. A pay item for this type of work is included in the City's contract specifications for the paving projects and is publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to SPWSD for reimbursement. By combining the work under one contract impacts to the traveling public are minimized and overall cost savings are realized by Sammamish rate payers.

Financial Impact:

There is no impact to the budget.

Recommended Motion:

Move to authorize the City Manager to execute the attached Interlocal Agreement with Sammamish Plateau Water and Sewer District.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR THE ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH THE CITY OF SAMMAMISH'S 2015 AND 2016 PAVEMENT PRESERVATION PROGRAM PROJECTS

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District" or "SPWSD") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City will prepare Plans and Specifications for the City's various projects included as part of the 2015 and 2016 Pavement Preservation Program ("Projects"), and will publicly bid the Projects, and award the Projects to the lowest responsible bidder ("Contractor"); and

WHEREAS, the District provides water and sewer services in the general area of the Projects; and

WHEREAS, the District has manhole castings, valve box castings and meter boxes within the limits of the Projects that will need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public interest by adjusting the District's manhole and valve box castings during construction of the Projects, hereinafter referred to as the "District Work; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Projects as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a portion of the

District Work, as rejected by the District, shall be deleted from the contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event;
 - 1. The District shall require its contractor to coordinate all District Work located within the project site with the City's Contractor, without unreasonably interfering with or delaying the City's Contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's Contractor ten days prior to beginning the District Work.
 - 2. If the District's contractor unreasonably delays or impacts the City's Contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's Contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 - 3. As part of any asphalt pavement overlay work, the City shall have its Contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

A. City Responsibilities

- 1. The City shall provide the administrative and clerical services necessary for the execution of the District Work.
- 2. The City shall include in the Contract Plans engineering specifications and details provided by the District.
- 3. The City will notify the District of any changes required by the City which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes. Such approval shall not be unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.
- 4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
- 5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
- 6. The City will make monthly progress payments to the Contractor for District Work accepted by the District as complete.
- 7. The City will submit the paid monthly invoices to the District for reimbursement of District Work completed and accepted by the District.

8. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details, and an estimate of utility adjustments to be included in the Project Contract Plans and Specifications, and an Engineering Estimate of the proposed District Work.
2. The District shall provide inspection to verify proper compliance with requirements in the Project Contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall promptly provide a response to the City after the District is notified of any changes required by the City that substantially change the nature of the District Work per section A. 3. above.
5. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
6. Upon notice from the Contractor that the District Work is complete, the District shall, within five working days, complete a final inspection of the completed work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
7. The District shall assist in the approximate location of all castings to be adjusted. However the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each SPWSD manhole casting, SPWSD valve box casting and SPWSD meter box adjusted, and for providing traffic control associated with the District Work, as bid by the Contractor for the Project.

The following pay items will pertain to the District Work:

1. Flaggers and Spotters
2. Adjust SPWSD Manhole
3. Adjust SPWSD Valve Box
4. Adjust SPWSD Meter Box

Exhibit 1

Other District Work pay items may be added by project specific engineering details and specifications provided by the District and included in the City's Contract documents.

- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials, while doing work solely related to completion of the District Work, that require special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the Contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s); and any Project contract shall require Contractor to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the Contractor to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the Contractor's participation in the Project.
- C. The City shall contractually require the Contractor to be solely and completely responsible for safety of all persons and property during performance of the District's Work. The Contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to require in its contract with the Contractor for the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Contract Bid Documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

Exhibit 1

- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.
- I. This Agreement shall remain in effect for the duration of the 2015 and 2016 Pavement Preservation Program Projects. Provided, however, that if the District rejects the City's lowest responsible bidder only the terms in section I.C. above will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

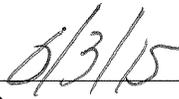
SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT

Ben Yazici, City Manager



John C. Krauss, General Manager

Date



Date



Meeting Date: June 16, 2015

Date Submitted: June 10, 2015

Originating Department: Public Works

Clearances:

- | | | |
|--|---|--|
| <input checked="" 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: 2015 & 2016 Pavement Program Interlocal between Northeast Sammamish Sewer and Water District and City of Sammamish.

Action Required: Authorize the City Manager to execute the attached Interlocal Agreement

Exhibits: 1. Interlocal Agreement between the City of Sammamish and Northeast Sammamish Sewer and Water District.

Budget: There is no impact to the budget

Summary Statement:

Northeast Sammamish Sewer and Water District (NESSWD) has utility structures located within the limits of the annual street paving projects. These structures will require adjustment to the finished road surface elevation. The City and NESSWD agree that it benefits the public to complete this work through the contract between the City and the City's paving contractor. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

NESSWD operates and maintains the sanitary sewers and water main in a portion of streets being overlaid with new pavement. Sanitary sewer manholes and water valve boxes need to be adjusted to the new paved surface elevation. A pay item for this type of work is included in the City's contract specifications for the paving projects and is publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to NESSWD for reimbursement. By combining the work under one contract impacts to the traveling public are minimized and overall cost savings are realized by Sammamish rate payers.

Financial Impact:

There is no impact to the budget.

Recommended Motion:

Move to authorize the City Manager to execute the attached Interlocal Agreement with Northeast Sammamish Sewer and Water District.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND THE NORTHEAST SAMMAMISH SEWER WATER DISTRICT FOR THE ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH THE CITY OF SAMMAMISH 2015 & 2016 PAVEMENT PRESERVATION PROGRAM PROJECTS

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Northeast Sammamish Sewer Water District, a municipal corporation (the "District" or "NESSWD") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City will prepare Plans and Specifications for the City's various projects included as part of the 2015 & 2016 Pavement Preservation Program ("Projects"), and will publicly bid the Projects, and award the Projects to the lowest responsible bidder ("Contractor"); and

WHEREAS, the District provides water and sewer services in the general area of the Projects; and

WHEREAS, the District has manhole castings, valve box castings and meter boxes within the limits of the Projects that will need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public interest by adjusting the District's manhole and valve box castings during construction of the Projects, hereinafter referred to as the "District Work; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Projects as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a

portion of the District Work, as rejected by the District, shall be deleted from the contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event;
1. The District shall require its contractor to coordinate all District Work located within the project site with the City's Contractor, without unreasonably interfering with or delaying the City's Contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's Contractor ten days prior to beginning the District Work.
 2. If the District's contractor unreasonably delays or impacts the City's Contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's Contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 3. As part of any asphalt pavement overlay work, the City shall have its Contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

A. City Responsibilities

1. The City shall provide the administrative and clerical services necessary for the execution of the District Work.
2. The City shall include in the Contract Plans engineering specifications and details provided by the District.
3. The City will notify the District of any changes required by the City which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes. Such approval shall not be unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.
4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
6. The City will make monthly progress payments to the Contractor for District Work accepted by the District as complete.

7. The City will submit the paid monthly invoices to the District for reimbursement of District Work completed and accepted by the District.
8. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details, and an estimate of utility adjustments to be included in the Project Contract Plans and Specifications, and an Engineering Estimate of the proposed District Work.
2. The District shall provide inspection to verify proper compliance with requirements in the Project Contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall promptly provide a response to the City after the District is notified of any changes required by the City that substantially change the nature of the District Work per section A. 3. above.
5. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
6. Upon notice from the Contractor that the District Work is complete, the District shall, within five working days, complete a final inspection of the completed work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
7. The District shall assist in the approximate location of all castings to be adjusted. However the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each NESSWD manhole casting, NESSWD valve box casting and NESSWD meter box adjusted, and for providing traffic control associated with the District Work, as bid by the Contractor for the Project.

The following pay items will pertain to the District Work:

1. Flaggers and Spotters
2. Adjust NESSWD Manhole
3. Adjust NESSWD Valve Box
4. Adjust NESSWD Meter Box

Other District Work pay items may be added by project specific engineering details and specifications provided by the District and included in the City's Contract documents.

- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials, while doing work solely related to completion of the District Work, that require special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Exhibit 1

- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the Contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s); and any Project contract shall require Contractor to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the Contractor to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the Contractor's participation in the Project.
- C. The City shall contractually require the Contractor to be solely and completely responsible for safety of all persons and property during performance of the District's Work. The Contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to require in its contract with the Contractor for the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Contract Bid Documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.

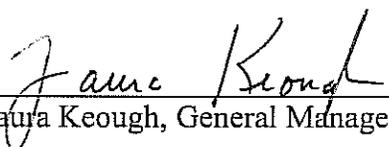
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.
- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.
- I. This Agreement shall remain in effect for the duration of the 2015 & 2016 Pavement Preservation Program Projects. Provided, however, that if the District rejects the City's lowest responsible bidder only the terms in section I.C. above will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

NORTHEAST SAMMAMISH SEWER
AND WATER DISTRICT

Ben Yazici, City Manager



Laura Keough, General Manager

Date

6/1/15

Date



Meeting Date: June 16, 2015

Date Submitted: June 10, 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 type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Public Works |

Subject: 2015 Pavement Management Program – Construction Oversight

Action Required: Authorize City Council to execute a contract with KBA Inc. to provide construction oversight services for the 2015 Pavement Preservation Program

Exhibits: 1. Agreement for Services – (A sum not to exceed contract of \$94,943)

Budget: 101-000-542-30-48-51: \$3,000,000

Summary Statement:

The Public Works Department is seeking the services of KBA Inc. to provide construction oversight for the 2015 Pavement Preservation projects.

Background:

Traditionally the City has completed the inspection and construction management aspects of the annual overlay contract with in-house staff. With the increase in capital projects, Public Works does not have the capacity to complete all of the 2015 goals without additional support. Using KBA for this service will allow the Public Works staff to perform more efficiently with the management of the program. This will also allow the staff to work on other projects under current design and prepare those items for bidding and construction to meet community expectations. KBA will be able to provide resources currently unavailable to increase the quality control of the project and provide a successful project for the public. The requested contract will be paid on the actual hours worked by KBA Staff. The management reserve is requested to be available for overtime and possible night time work, if City approval is given to the contractor. The total amount being requested is less than 4% of the overlay construction contract.

Financial Impact:

\$3,000,000 is in the approved budget for 2015 to fund the pavement preservation program. Construction costs for the 2015 Pavement Overlay project were lower than estimated. The cost for the consultant's services are within the available budget.

Recommended Motion:

Authorize the City Manager to execute a contract with KBA, Inc. to provide construction oversight services for the 2015 Pavement Preservation Program in an amount of \$79,943 and administer a \$15,000 management reserve for a total contract not to exceed amount of \$94,943.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: KBA, INC.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " D "

A sum not to exceed \$ 94,943.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

7. Insurance.

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

B. 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 such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

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

Company Name KBA, Inc.
Contact Name K. Adams
Street Address 11201 SE 8th Street, Suite 160
City, State Zip Bellevue, WA 98004
Phone Number 425-455-9720
Email kadams@kbacm.com

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

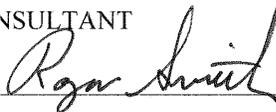
The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: 

Print Name: _____

Print Name: Roger Smith

Title: City Manager

Title: Principal

Date: _____

Date: 2015, JUNE 8

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

Exhibit 1

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT A
SCOPE OF SERVICES
Construction Management Services
for
2015 Pavement Program Overlays Project
Contract No.

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Sammamish (Client), for the Project known as ***2015 Pavement Program Overlays Project***. These services will include consultation, contract administration, field observation, documentation, and progress payment assistance, as required during the construction of the Project, as detailed below.

Project Description: This project consists of roadway pavement rehabilitation within the City of Sammamish. These improvements are to be constructed during the 2015 construction season. This work includes removal of sidewalk and other obstructions, planning bituminous pavement, crack sealing, pavement repair, sidewalk and ADA ramp construction, striping, adjusting utilities and paving of City owned streets and facilities. The Designer of Record is the City of Sammamish (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management. Provide overall day-to-day management of the consultant contract and team, including:

1. Decide on best modes and frequency of communication with Client and Designer, and use them. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff. Organize and layout work for Consultant Team. Orient Client-provided Inspectors to Consultant inspection procedures and documentation. Coordinate material testing and inspection with consultant hired by City.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice describing Consultant Team services provided that month. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- Monthly invoice reports

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Project forms and reports will be submitted on approved project forms and will cover at least the following:
 - a. Communication and coordination between the CM Team, Designer, Client and other stakeholders
 - b. Project procedures and forms
 - c. Inspector's Daily Reports (IDR) and Force Account forms (WSDOT forms)
 - d. Document control system

3. Attend preconstruction conference

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, property owners, and utilities.
2. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Client of schedule changes.
3. Progress Meetings. Attend regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Report any project issues on a weekly basis.
4. Change Management. Assist Client to evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Assist Client to facilitate resolution of change orders.
5. Monthly Pay Requests. Assist Client in preparing monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Client and construction contractor, and recommend approval, as appropriate.
6. Assist Client to evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
7. Assist the Client in the investigation of malfunctions or failures during construction.
8. Document Control. Assist Client to establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
9. Project Closeout. Assist Client in preparing punchlists and recommend authorizing Substantial (including punch list), Physical, and Final Completion for Client approval and signature. Assist the Client to prepare final pay estimate for Client approval and processing.
10. Final Records. Compile and convey Project records, transferring to the Client for archiving at final acceptance of the Project. Records will consist of hard copy originals.

Deliverables

- Schedule Review Comments

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.
3. Prepare daily construction reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Contract Documents, in coordination with Designer.

5. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
8. Attend and actively participate in regular on-site meetings.
9. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized. Record and document existing road conditions, e.g. material thickness and subgrade condition during pavement patching operations.
10. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

Deliverables

- Daily Construction Reports with Project photos – submitted on a weekly basis
- Punch List(s)

E. Assumptions

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for an approximate 5-month period, from June 2015 through October 2015. This is intended to span the originally planned construction duration, plus time allotted for Project setup and closeout. Consultant shall work up to the limits of the authorized budget. Minimal overtime and night shift premium has been figured into the budget.
 - b. If additional budget is needed to cover such instances as the following, Client and Consultant will negotiate a supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of longer than 8 hour shifts, extra crews, and/or extra shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - c. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project. Any customization to meet specialized Client requirements will be Extra Work.
2. Items and Services Client will provide:
 - a. Meeting arrangements and facilities for pre-bid and preconstruction meetings.
 - b. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - c. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - d. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - e. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.

3. Scope:
- a. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - b. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
 - c. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - d. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
 - e. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - f. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
 - g. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
 - h. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.

- i. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- j. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- k. Because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge, Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 60 days after delivery of the electronic files.
- l. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

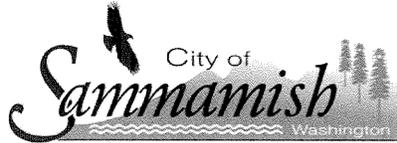
All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget. Potential Optional Services include:

- A. Restaking and/or changes to the one-time control and construction staking, as design changes or stakes or monuments are interfered with by construction contractor.
- B. Public Involvement Support:
 1. Coordinate media releases and traffic advisory updates.
 2. Develop and maintain Project website, updating Project progress monthly.
 3. Provide periodic notification newsletters to affected property owners on upcoming work, and include contact numbers.
- C. Provide administrative and support services during construction which are not included in the above scope of services, which may include:
 1. Investigations, meetings, and negotiations with the construction contractor involving claims and legal complaints, or a significant amount of defective or rejected work. A "significant amount" would be an item that might represent more than 2.5 percent of the total contract bid amount.
 2. Additional work resulting from delinquency or insolvency of the construction contractor; or as a result of damage to the construction Project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.
 3. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions or work required to resolve disputes or goals involving minorities. Additional work resulting from significant delays or acceleration of the work by the construction contractor.
 4. Assistance to legal, financial, or other consultants engaged by the Client beyond the services previously described.
 5. Additional services resulting from changes in scope or design of the Project due to circumstances beyond the Consultant's control. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- D. Prepare additional copies of approved drawings, specifications, and other contract documents, either for bidding purposes, or as requested by the Client.
- E. Provide record drawings.
- F. Drafting of Procedures, or Operations and Maintenance Manual(s).

III. Management Reserve Fund

The purpose of the Management Reserve Fund is to provide limited additional services as may be desired by the City. This work may include Optional Services listed above, or other similar unforeseen items of work. The Consultant shall not incur costs or utilize any portion of these funds without specific and further written authorization from the City.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

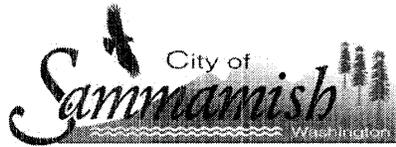
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1581416

Social Security No.: _____

Print Name: Roger Smith

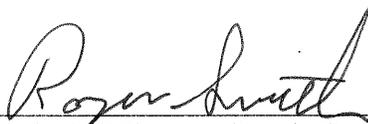
Title: Principal

Business Name: KBA, Inc.

Business Address: 11201 SE 8th Street, Suite 160, Bellevue, WA 98004

Business Phone: 425-455-9720

2015, JUNE 8
Date


Authorized Signature (Required)



Project Name:

2015 Pavement Program Overlays

EXHIBIT D

Client Project No.: TBD
 KBA Project No.: BP # 15-059
 Contract Type: Loaded Rate (LM: 2.569)
 Date Prepared: 5/28/2015
 Prepared by: K. Adams
 *Salary Escalation 4%

KBA Labor Hours

Employee	Title	2015 Rate	Total Hours	2015 Total	Jun-15	Jul-15	Aug-15	EXHIBIT D
Project Manager	(M4) Manager IV	\$214.69	35	35	7	7	7	7
Inspector	(E1) Eng/Professional I	\$61.72	738	738	120	197	188	188
Senior Inspector	(P6) Senior Inspector	\$135.47	160	160	-	80	80	-
Subtotal - KBA Labor Hours				933	127	284	275	195

Direct Expenses

Item	Total Costs	2015 Total	Jun-15	Jul-15	Aug-15	EXHIBIT D
Vehicles (\$5.76/hour, includes tax)	\$ 5,175	5,175	691	1,596	1,545	1,084
Subtotal - Direct Expenses	\$ 5,175	5,175	691	1,596	1,545	1,084

Combined Costs

Employee	Title	2015 Rate	Total Labor Cost	2015 Total	Jun-15	Jul-15	Aug-15	EXHIBIT D
Project Manager	(M4) Manager IV	\$214.69	\$ 7,514	7,514	1,503	1,503	1,503	1,503
Inspector	(E1) Eng/Professional I	\$61.72	\$ 45,579	45,579	7,407	12,167	11,614	11,614
Senior Inspector	(P6) Senior Inspector	\$135.47	\$ 21,675	21,675	-	10,837	10,837	-
Labor Cost			\$ 74,768	74,768	8,910	24,507	23,954	13,117
Direct Expenses (No Markup)			\$ 5,175	5,175	691	1,596	1,545	1,084
Management Reserve			\$ 15,000	-	-	-	-	-
TOTAL ESTIMATED COSTS			\$ 94,943	79,943	9,601	26,103	25,499	14,200

LM based on OH Rate of 138.36% + 30% Fee
 *4% Salary Escalation if work extends into 2016

Exhibit 1

COUNCIL  **MINUTES**

Regular Meeting
May 5, 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 Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Laura Philpot, Assistant City Manager/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 3 – Sahalee Way Design contract be removed from the Consent Agenda and place under New Business.

MOTION: Deputy Mayor Huckabay moved to approve the agenda including the Consent Agenda as amended. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

- Watershed Resource Inventory Area 8 (WRIA) Salmon Recovery
Jason Mulvihill-Kuntz, W.R.I.A. 8 Watershed Coordinator gave the presentation and showed a PowerPoint (*available upon request of the City Clerk*)

- Astound (WAVE) Broadband Telecommunications Franchise Agreement
Jim Penny, Executive Vice President, gave the presentation and showed a PowerPoint (*available upon request of the City Clerk*).
- Finance Department Update
 - Impact Fee Report
 - Year End Report

Finance Director Joe Guinasso gave the staff report and gave a PowerPoint presentation (available on the City's website at www.sammamish.us).

Public Comment

Gene Morel, Sammamish Home Owners (SHO), Spoke regarding their group's federal lawsuit against King County regarding ownership along the trail. He does not feel that the County is adhering to the terms of the settlement agreement.

Mary Victor, 408 208th Avenue NE, Spoke regarding vegetation on steep slopes and its importance.

Marcee Williams, 24280 NE 26th Court, Spoke regarding the proposed development of Gabrielle's Place. She do not like the access point and the loss of trees.

Consent Agenda

Payroll for period ending April 15, 2015 for pay date April 20, 2015 in the amount of \$ 305,789.53

Proclamation: National Prevention Week

National Prevention Week 2015 Proclamation

Substance abuse and mental health problems affect all communities nationwide. According to the 2013 National Survey on Drug Use and Health, an estimated 24.6 million Americans are current illicit drug users.i Nearly one in four young people aged 12 to 20 report drinking alcohol in the past month, and one in four Americans aged 12 or older smokes cigarettes.

With commitment and support, these and other behavioral health issues can be prevented. The focus of National Prevention Week this May is to increase public awareness of, and action around, substance abuse and mental health issues. This year's National Prevention Week theme, "The Voice of One, the Power of All," recognizes the power each person has to influence the health and well-being of others—whether by supporting someone who's going through a difficult time, participating in activities that strengthen the community, or instilling healthy habits in children from an early age. Taking part in prevention-related activities and conversations helps raise awareness of behavioral health issues and changes lives.

The Healthy Youth Initiative and the Drug Free Community Coalition, initiatives under the Issaquah Schools Foundation, strives to spread this message far and wide as one of its primary goals. As such, it is hoped that through this Proclamation recognizing National Prevention Week, people will become more aware and able to recognize the signs of mental health problems and substance abuse. Equally important, community members of all walks of life learn what they can do to help prevent

these problems before they start. Whether by being a shoulder for someone to lean on, leading someone to help for a behavioral health issue before it worsens, or setting an example by staying substance-free, we all have a role to play in keeping the people around us—and ourselves—healthy and safe.

An estimated 22 million people in America are classified with substance dependence or abuse, and more than twice as many adults have a mental illness. The impact of substance abuse and mental illness is apparent in our local community. We have the power to change and more importantly, change lives.

We, the City of Sammamish, and others across the United States, need to recognize the seriousness of behavioral health issues in our communities, the power of prevention, and the tireless efforts of those working to make a difference.

For the above reasons, I am asking the citizens of SAMMAMISH , WASHINGTON to join me in observing National Prevention Week 2015 this May. I, TOM VANCE, MAYOR, do hereby proclaim May 17–23 of 2015 as NATIONAL PREVENTION WEEK in SAMMAMISH, WASHINGTON and call upon our community to observe this week with compelling programs and events that support this year’s theme, “The Voice of One, the Power of All.”

Approval: Claims for period ending May 5, 2015 in the amount of \$970,064.62 for Check No. 40205 through 40311

Contract: 212 Ave Non-Motorized/DEA

Contract: Development Review/Stantec

Contract: Plan Review/Eagle Eye Consulting

Public Hearing - None

Unfinished Business - None

New Business

Contract: Sahalee Way Pre-Design/Perteet

Assistant City Manager/Public Works Director Laura Philpot gave the staff report and showed a PowerPoint presentation (*available on the City’s website at www.sammamish.us*). She also introduced the new City Engineer Andrew Zagars.

Councilmember Odell is supportive of improving Sahalee Way to SR202. Councilmember Valderrama feels the budget for this project is too low and he also thinks this project should be evaluated for importance against other projects. Councilmember Gerend would like the consultant to work with Metro and Microsoft for options for a park and ride. He would like the design to come to the Transportation Committee before the final design plan is presented to Council in November.

MOTION: Deputy Mayor Huckabay moved to authorize the City Manager to execute a contract with Perteet, Inc. in the amount not to exceed \$110,000 for Engineering and Professional Services in association with the Sahalee Way Widening project. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Council recessed from 9:03 to 9:12 pm.

Ordinance: First Reading Amending Ordinance No. O2014-381, The 2015-2016 City Budget, For The Purpose Of Revising The 2015-2016 Biennial Budget.

This is the first reading of the ordinance. No action is requested.

Ordinance: Granting To Astound Broadband, LLC, A Limited Liability Company, A Nonexclusive Telecommunications Franchise To Install, Construct, Maintain, Repair, And Operate A Telecommunications System Within The Public Rights Of Way; Providing For Severability; And Establishing An Effective Date

Administrative Services Director Beth Goldberg gave the staff report and showed a PowerPoint presentation (*available on the City's website at www.sammamish.us*).

The franchise agreement will be amended to delete certain references regarding the use of poles. This is the first reading of this ordinance. No action is required.

MOTION: Deputy Mayor Huckabay moved to extend the meeting to 10:30. Councilmember Odell seconded. Motion carried unanimously 7-0.

Council Reports

Deputy Mayor Huckabay reported on the Kokanee Fry release. She attended an Eastside Fire & Rescue meeting. She attended the Go Green Conference.

Councilmember Odell attended the Sound Cities Association Public Involvement Committee meeting.

Councilmember Whitten would like off-leash dog parks and a long-term comprehensive view of capital projects added to the "to-be scheduled" area of the long term agenda.

Councilmember Gerend attended the Kokanee Working Group meeting.

MOTION: Councilmember Gerend moved to extend the meeting to 11:00 pm. Deputy Mayor Huckabay seconded. Motion carried unanimously 7-0.

City Manager Report

- Letter to King County Regarding Transfer Station Plan

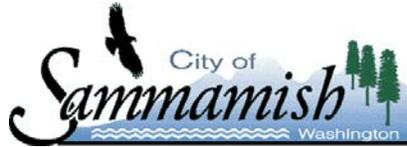
City Manager Ben Yazici asked Council to support a letter asking the County to keep an option for building an additional transfer station in their long range plan. Council was supportive of this letter.

Mr. Yazici also discussed how to form the Klahanie Transition Committee. He suggested asking the Home Owners Association (HOA) boards to select one member from their respective HOA for the Transition Committee.

Meeting adjourned at 10:39 pm

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor



STUDY SESSION NOTES

Study Session May 12, 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.

Rob Young, 26144 SE 39th Court, Issaquah, Spoke in support of retaining Republic Services to provide garbage service rather than going out for a bid process. Republic currently serves Klahanie and it would be nice if the entire city was served by one garbage company.

Bob Toomey, Sammamish Chamber of Commerce, He wanted to update the Council on a business survey that the Chamber conducted. Most businesses reported increased revenues and felt that the City was conducive to helping them run their business.

Greg Reynolds, 4329 210th Place NE, Spoke regarding the update of the Comprehensive Plan especially as related to connectivity.

Topics

- 2015 Comprehensive Plan Update
 - Transportation
 - Environment
 - Questions & Answers – Land Use and Housing Elements

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

Adjournment

9:10 pm



STUDY SESSION NOTES

Committee of the Whole May 18, 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.

Ilene Stahl, 21553 SE 28th Lane, Representing Friends of Pine Lake, She spoke regarding the Comprehensive Plan update. They are disappointed that none of the public comment was incorporated into the plan.

➤ **Presentation:** East Lake Sammamish Trail

Assistant City Manager/Public Works Director Laura Philpot gave the staff report and showed a PowerPoint (available on the City's website at www.sammamish.us).

Public Comment

Arul Menezes, 3145 E. Lake Sammamish Lane SE, Spoke regarding the East Lake Sammamish Trail. He feels there are sections of the trail that could be narrowed to reduce impacts to sensitive areas and trees.

Jan Bird, 3310 221st Avenue SE, She would like to see the trail kept as wide as possible. She would also like to see some rest areas built along the trail.

John Tremble, 2813 194th Place SE, He was very supportive of the new trail and hopes that progress on the trail continues.

Don Bacic, PO Box 21565, Seattle, He reminded everyone that the population using this trail will increase greatly in the next ten years.

Gene Morel, 2933 E. Lake Sammamish Parkway, He does not think that King County will work with the City and residents on the trail.

Tom Hornish, Representing Sammamish Home Owners Group (SHO), This group supports the trail but has some concerns about the implementation process.

Reed Brown, 3139 E Lake Sammamish Shore Lane SE, He is concerned with King County's handling of the stormwater runoff. He thanked the City for their support.

Topics

- **Klahanie:** Annexation Plan
- **Update:** 2015 Comprehensive Plan
- **Questions & Answers:** Land Use, Housing, Transportation, Capital Facilities & Utilities

Adjournment

9:10 pm

COUNCIL  *MINUTES*

Regular Meeting/Study Session
May 19, 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 (arrived 6:50 pm)
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Laura Philpot, Assistant City Manager/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 Keller led the pledge.

Approval of Agenda and the Consent Agenda

MOTION: Councilmember Whitten moved to approve the agenda including the Consent Agenda.
Councilmember Valderrama seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

- **Proclamation** – National Prevention Week
Mayor Vance presented Patricia Castillo with the proclamation (proclaimed at the May 5, 2015 meeting on the Consent Agenda)

Public Comment

Arul Menezes, 3145 E Lake Sammamish Lane SE, Spoke regarding the East Lake Sammamish Trail. He showed a PowerPoint presentation (available upon request of the City Clerk).

Mary Wickor, 408 208th Avenue NE, She showed a PowerPoint. Her concerns are about schools and safety.

Erik Wictor, 408 208th Avenue NE, Spoke regarding connectivity as it applies to NE 8th Street. (PowerPoint presentation available upon request of the City Clerk)

Consent Agenda

➤ Payroll for period ending April 30, 2015 for pay date May 5, 2015 in the amount of \$ 316,205.13

Approval: Claims for period ending May 19, 2015 in the amount of \$3,450,984.47 for Check No. 40312 through 40460

Ordinance: Second Reading Amending Ordinance No. O2014-381, The 2015-2016 City Budget, For The Purpose Of Revising The 2015-2016 Biennial Budget

Ordinance: Second Reading Granting To Astound Broadband, LLC, A Limited Liability Company, A Nonexclusive Telecommunications Franchise To Install, Construct, Maintain, Repair, And Operate A Telecommunications System Within The Public Rights Of Way; Providing For Severability; And Establishing An Effective Date (O2015-393)

Bid Award: 2015 Pavement Management Program – Overlays/Lakeside Industries

Approval: April 14, 2015 Study Session Notes

Approval: April 20, 2015 Committee of the Whole Notes

Approval: April 21, 2015 Regular Meeting Minutes

Public Hearing

Unfinished Business

New Business

Council Reports

Deputy Mayor Huckabay attended Eastside Fire & Rescue Board Meeting last week and the Finance Committee tonight. Will be attending Urban Forestry Conference.

Councilmember Valderrama attended the Arts Commission event at Sahalee and the Symphony Auction.

Councilmember Odell has been attending school foundation luncheons.

Councilmember Keller will be asking for Council direction regarding the Committee to End Homelessness Plan at the next meeting.

City Manager Report

➤ AWC Voting Delegates

The voting delegates will be Deputy Mayor Huckabay, Mayor Vance, and Councilmember Keller.

Council agreed to hold a Special Study Session on June 1st beginning at 1:00 pm to spend additional time on the Comprehensive Plan Update.

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

Council retired to Executive Session at 7:25 pm and returned at 8:11 pm

MOTION: Deputy Mayor Huckabay moved to appoint Lyman Howard as City Manager effective March 1, 2016. This appointment is subject to negotiation of a mutually acceptable contract and approval of the contract by the City Council at a subsequent City Council meeting. Councilmember Whitten seconded. Motion carried unanimously 7-0.

Meeting adjourned at 8:15 pm.

STUDY SESSION

Topic:

2015 Comprehensive Plan

Melanie Anderson, City Clerk

Thomas E. Vance, Mayor



STUDY SESSION NOTES

Special Study Session June 1, 2015

Mayor Vance opened the special study session of the Sammamish City Council at 1:00 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.

Carly Hilios, 24016 NE 25th St, She thanked the Council for the Comprehensive Plan Open House. She encouraged Council to develop good regulations for single family home builders.

Topics

- Comprehensive Plan Update
 - Environment Element
 - Land Use Element

Adjournment

7:30 pm

COUNCIL  **MINUTES**

Regular Meeting
June 2, 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 Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Laura Philpot, Assistant City Manager/Public Works Director
Jeff Thomas, Community Development Director
Chris Hankins, Associate Planner
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 Gerend led the pledge.

Approval of Agenda and the Consent Agenda

MOTION: Deputy Mayor Huckabay moved to amend the agenda by deleting the Community Development Department Report from the agenda. Councilmember Odell seconded. Motion carried unanimously 7-0.

Consent Agenda

- Payroll for period ending May 15, 2015 for pay date May 20, 2015 in the amount of \$ 316,465.07

Approval: Claims for period ending June 2, 2015 in the amount of \$ 904,388.78 for Check No. 40461 through 40535

Interlocal: Lake Monitoring Services/King County

Presentations/Proclamations

- Presentation: Eastside Fire and Rescue Fire Chief Bud Backer – Public Works Director Laura Philpot made the presentation and thanked Chief Backer for his service.
- Presentation: Volunteer Recognition - Parks and Recreation Director Jessi Bonn made a special presentation to the Native Plant and Trail Stewards (*PowerPoint presentation available in the City's website at www.sammamish.us*).
- Report: Boys & Girls Club – Patrick Murray Senior Vice President of Operations, Boys & Girls Club and Zach Wenman, Sammamish Club Executive Director presented the report. Mr. Wenman reported that the club has 575 members (144% increase from last year). This increase is due to new programming.

Public Comment

Mary Wicktor, 408 208th Avenue NE, Gave a PowerPoint presentation regarding development regulations (*Presentation is available upon request of the City Clerk*).

Rob Young, 26144 SE 39th Street, Issaquah, Spoke regarding the annexation date for Klahanie. He would like the annexation date to be sooner than January 1, 2016 so that Klahanie residents could vote in the next election.

Stephanie Sullivan, 927 232nd Place NE, Spoke regarding the redevelopment of the City's website.

Frank Santoni, 22828 SE 6th Place, Spoke regarding the Comprehensive Plan update, specifically proposed design standards.

Denise Darnell, 2121 200th Avenue SE, Spoke regarding the density of housing that is being allowed in the city.

Rep Chad Magendanz, He pointed out that the annexation of Klahanie will result in additional representation in Olympia.

Tom Harmon, 4369 243rd Avenue SE, Spoke regarding the Klahanie Annexation.

Public Hearing

Community Development Director Jeff Thomas and Associate Planner Chris Hankins gave the staff report (presentation available on the City's website at www.sammamish.us).

A Resolution Of The City Of Sammamish, Washington, Approving Public Benefit Rating System, Current Use Assessment For The Sanjeet & Regan Dhinsa Property- Tax Parcel No. 342506-9083

Public Hearing opened at 8:20 pm and closed with no public comment.

MOTION: Councilmember Valderrama moved to approve the Public Benefit Rating System Request for Sanjeet & Regan Dhinsa, Property Tax Parcel No. 342506-9083. Councilmember Odell seconded. Motion carried unanimously 7-0 (R2015-635).

A Resolution Of The City Of Sammamish, Washington, Approving Public Benefit Rating System, Current Use Assessment For The Ravipal Soin & Anupreet Sodhi Property- Tax Parcel(S) No. 0524069110 & 0293620290

Public Hearing opened 8:22 pm and closed with no public comment.

MOTION: Councilmember Odell moved to approve the Public Benefit Rating System Request for Ravipal Soin & Anupreet Sodhi, Property Tax Parcel(S) No. 0524069110 & 0293620290. Councilmember Valderrama seconded. Motion carried unanimously 7-0 (R2015-636).

Unfinished Business

New Business

Ordinance: First Reading Annexing Certain Property Known As The Klahanie Potential Annexation Area (Klahanie PAA) To The City Of Sammamish; Establishing An Effective Date As Set Forth In Section 4; And Providing For Severability.

Mr. Thomas gave the staff report (presentation available on the City's website at www.sammamish.us). This is the first reading of the ordinance. No action is required.

Council Reports

Councilmember Valderrama has been attending block watch meetings in the neighborhoods.

Councilmember Gerend reported on the Sound Cities Association (SCA) meeting. He encouraged fellow Councilmembers to run for a position on their board.

Councilmember Keller reported on the SCA Public Involvement Committee. He attended the Drug Free Coalition meeting.

Mayor Vance attended a Mayor's luncheon.

Deputy Mayor Huckabay attended a Women's event, the Urban Forest Symposium, a Regional Transit meeting and an Eastside Fire & Rescue meeting.

Councilmember Odell attended the Water Resource Inventory Area 8 (WRIA 8) meeting. He has been attending the Healthy Youth Initiative meetings.

MOTION: Councilmember Whitten moved to extend the meeting to 10:30 pm. Councilmember Odell seconded. Motion carried unanimously 7-0.

City Manager Report – No Report

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(ii) and Property Acquisition pursuant to RCW 42.30.110(1)(b)

Council adjourned to Executive Session at 9:34 pm and returned at 10:23 pm.

MOTION: Councilmember Gerend moved to approve the CR2A Agreement executed on May 21, 2015 in settlement of the Gee litigation. Councilmember Valderrama seconded. Motion carried 6-1 with Councilmember Odell dissenting.

MOTION: Deputy Mayor Huckabay moved to authorize the City Manager to purchase real property parcels numbered 172406-9020 and 172406-9093 in the amount of \$130,000 plus associated closing costs, for the purpose of improving 212 Avenue SE. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

Meeting adjourned at 10:30 pm

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor