



City Council, Study Session/Regular Meeting

AGENDA REVISED

February 15, 2011

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

Public Comment

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

Consent Agenda

1. Approval: Claims for period ending February 15, 2011 in the amount of \$1,066,448.65 for Check No.28505 through No.28635
2. Resolution Of The City Of Sammamish, Washington, Revising The Rules Of Procedure For The City Council
3. Resolution: Waiving the competitive bidding requirements for purchase of a sole source waterless restroom facility for the Evans Creek Preserve Phase 1 project and authorizing the City Manager to sign a contract with Biological Mediation Systems Inc. for the purchase of the same.
4. Contract: Prefabricated Pedestrian Bridge, Evans Creek Preserve/Contech Construction Products
5. Contract: Trail Construction, Evans Creek Preserve/Washington Trails Association
6. Contract: Public Defender Services/Stewart Beall MacNichols & Harnell, Inc. PS
7. Contract: Monitoring of Wetland 61 and Ebright Creek/RH2
8. Approval: Minutes for January 4, 2011 Regular Council Meeting

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

9. Approval: Notes for January 11, 2011 Study Session
10. Approval: Minutes January 18, 2011 Regular Meeting

Public Hearings

11. Ordinance O2011-296 of The City Of Sammamish, Washington, Temporarily Authorizing Fundraising Signs In Certain Zones Of The City; And Declaring An Emergency

Unfinished Business - None

New Business

12. Freed House Landmark Designation

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

➤ Open Study Session

Update: Wireless Code Amendments

➤ Close Study Session

AGENDA CALENDAR

Feb. 2011			
Mon. 2/14	6:30 pm	Study Session	Cancelled
Tues. 2/15	6:30 pm	Regular Meeting/Study Session	Update: Wireless Code Amendments Public Hearing: Emergency Ordinance: Fundraising Signs Resolution: Adopting Updated Council Rules of Procedure Contract: Prefabricated Restrooms, Evans Creek Preserve, Biological Mediation Systems, Inc. (consent) Contract: Prefabricated Pedestrian Bridge, Evans Creek Preserve, Contech Construction Products (consent) Contract: Trail Construction, Evans Creek Preserve/Washington Trails Association (consent) Contract: Public Defender Services/Stewart, Beall, et al (consent) Contract: Wetland Monitoring of Wetland 61 and Ebright Creek (consent) Freed House Landmark Designation
Mon. 2/21	Closed	Holiday	President's Day – City Offices Closed
Mar. 2011			
Tues. 3/1	6:30 pm	Regular	KC Sheriff East County Command Center Public Hearing: Third Reading Ordinance Wireless Code Amendments Public Hearing: First Reading Ordinance Animal Management Public Hearing: First Reading Ordinance Zoning Changes Public Hearing: First Reading Ordinance Electric Vehicle Charging Stations Code Contract: Engineering On-Call Services (consent) Contract Award: Consultant Contract 244 th Non-Motorized Resolution: Connectivity 32 nd Street Barricade Resolution: ARCh Work Plan and Budget (consent) Executive Session: Property Acquisition
Tues. 3/8	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan Discussion: Community Center/Aquatic Center
Mon. 3/14	6:30 pm	Joint Study Session/PC	Sustainability Strategy Discussion: Overlay List
Tues. 3/15	6:30 pm	Regular Meeting	Public Hearing: Fourth Reading Ordinance for Wireless Amendments (if necessary) Ordinance: Second Reading Animal Management Ordinance: Second Reading Zoning Changes Ordinance: Second Reading Electric Vehicle Charging Stations Code Ordinance: First Reading/Condemnation Resolution: Process PRO Plan
Tues 3/22	6:30 pm	Special Meeting	SMP Update (Ben to verify with Mayor/Dep. Mayor)
Apr. 2011			
Tues. 4/5	6:30 pm	Regular	Contract: OHWM Ordinance: First Reading/Public Hearing SMP
Tues. 4/12	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 4/18	6:30 pm	Study Session	
Tues. 4/19	6:30 pm	Regular Meeting	Ordinance: Second Reading/SMP Contract Award: Recreation Center/Otak
May 2011			

Tues. 5/3	6:30 pm	Regular	Contract: Pavement Overlay Contract: Consultant/SWM Inglewood & Tamarack Stormwater Analysis
Tues. 5/10	6:30 pm	Study Session	Department Report: Finance/IT/Parks/Public Works
Mon. 5/16	6:30 pm	Study Session	
Tues. 5/17	6:30 pm	Regular Meeting	
Mon. 5/30	Closed	Holiday	Memorial Day – City Offices Closed
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	Presentation: SAGE Team
Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan Discussion: Community Center/ Aquatic Center
Mon. 6/20	6:30 pm	Study Session	
Tues. 6/21	6:30 pm	Regular Meeting	
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	Community Center (placeholder) Contract: 244 th Non-Motorized
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Study Session	
August 2011			NO MEETINGS
Sept. 2011			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	
Tues. 9/13	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 9/19	6:30 pm	Study Session	
Tues. 9/20	6:30 pm	Regular Meeting	
Oct. 2011			
Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	Discussion: SWM update 2012 Department Reports: Finance/IT/Parks/Public Works
Mon. 10/17	6:30 pm	Study Session	
Tues. 10/18	6:30 pm	Regular Meeting	
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/14	6:30 pm	Study Session	
Tues. 11/15	6:30 pm	Regular Meeting	
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Resolution: Final Acceptance/2011 Pavement Overlay
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Study Session	
Tues. 12/20	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	
		Parked Items	

<p>Code Compliance Code Amendments <i>(Feb/March 2011)</i></p> <p>Ordinance: Second Reading Puget Sound Energy Franchise</p> <p>Franchise: Cable TV</p> <p>Bid Award: Room 202 Tenant Improvements (Consent)</p>	<p>Final Acceptance: 244th Avenue Improvement Project</p> <p>Final Acceptance: SE 20th Street Non-motorized Improvement Project</p> <p>Award Presentation: GOFA Financial Reporting Award</p>	<p>Joint Meeting/Issaquah School Dist.</p> <p>Joint Meeting/LWSD</p> <p>Joint Meeting/Issaquah City Council</p> <p>Joint Meeting/Samm PW & S</p> <p>Focus Groups for Community Center</p>
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<< January

February 2011

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<p>2 8:30 a.m. Selected Paintings by Chinese artist: Professor Hongduan Yang 8:30 a.m. Art Exhibit- Professor Hongduan Yangs Paintings 4:30 p.m. Public Safety Committee Meeting 6:30 p.m. Parks and Recreation Commission Meeting</p>			
		<p>1 6:30 p.m. City Council Meeting Canceled</p>		<p>3 City Council Retreat 6:30 p.m. Planning Commission Meeting</p>	<p>4 City Council Retreat</p>	<p>5 City Council Retreat 1 p.m. Sammamish Celebrates Chinese Art & Culture</p>
6	<p>7 5:30 p.m. City Council Council Office Hour</p>	<p>8 6:30 p.m. City Council Special Meeting</p>	9	<p>10 6:30 p.m. Community Garden Steering Committee Meeting</p>	11	12
13	<p>14 6:30 p.m. City Council Study Session Canceled</p>	<p>15 6:30 p.m. City Council Meeting</p>	<p>16 6 p.m. Sammamish Youth Board Meeting</p>	<p>17 6:30 p.m. Planning Commission Meeting Canceled</p>	18	19
20	<p>21 8 a.m. Presidents' Day City offices closed</p>	22	23	24	25	26
27	<p>28 6:30 p.m. Arts Commission Meeting</p>					

[[Add Event](#)]

<< [February](#)

March 2011

[April](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. City Council Meeting	2 6:30 p.m. Parks and Recreation Commission Meeting Canceled	3 6:30 p.m. Planning Commission Meeting	4	5
6	7	8 6:30 p.m. City Council Study Session	9	10 6:30 p.m. Community Garden Steering Committee Meeting	11	12
13	14 6:30 p.m. City Council Study Session	15 5:30 p.m. City Council Council Office Hour 6:30 p.m. City Council Meeting	16 6 p.m. Sammamish Youth Board Meeting 7 p.m. Naturescaping Seminar Canceled	17 6:30 p.m. Planning Commission Meeting	18	19
20	21 6:30 p.m. Arts Commission Meeting	22	23	24 6 p.m. SAMMI Art Reception	25	26 9 a.m. Volunteer Event
27	28	29	30	31		



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: February 10, 2011
RE: Claims for February 15, 2011

\$ 244,642.28
 5,000.00
 689,998.64
 126,807.73

Top 5 Expense Items in Packet

Eastside Fire	442,039.92	February 2011
Salinas Construction	93,882.80	Sidewalk Program December 2010
Kenyon Disend	27,649.46	\$13,704.79 was for a lost check. Remainder for 1/11
AECOM	27,595.94	ELSP Phase 1B December 2010
Best Parking Lot	12,306.67	Street Sweeping – January 2011

		0.00	*
TOTAL	\$ 1,066,448.65	244,642.28	+
		5,000.00	+
		689,998.64	+
Check # 28505 through # 28635		126,807.73	+
		1,066,448.65	*

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/3/2011 - 10:01 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28505	02/04/2011	ANI	ANI Administrators NW Inc	1,618.15	0
28506	02/04/2011	AWCMED	AWC Employee BenefitsTrust	98,258.68	0
28507	02/04/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
28508	02/04/2011	CHEROKEE	Cherokee Productions, Inc	295.00	0
28509	02/04/2011	ICMA401	ICMA 401	32,579.41	0
28510	02/04/2011	ICMA457	ICMA457	8,802.59	0
28511	02/04/2011	ISD	Issaquah School District	79,968.00	0
28512	02/04/2011	LWSD	Lake Washington School Dist	21,875.00	0
28513	02/04/2011	PREPAIDL	Pre-Paid Legal Services, Inc	145.45	0
Check Total:				244,642.28	

Accounts Payable
 Computer Check Register

User: mdunham
 Printed: 02/07/2011 - 2:48PM
 Bank Account: APPR
 Batch: 002.02.2011



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28515	1STAMERI	1st American Title	2/9/2011		5,000.00
				Check 28515 Total:	5,000.00
				Report Total:	5,000.00

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/9/2011 - 10:23 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28514	02/15/2011	AECOM	AECOM	27,595.94 ✓	0
* 28516	02/15/2011	ALDWORTH	Kurt Aldworth	43.86	0
28517	02/15/2011	ALLAROUN	All Around Fence Co	5,287.21	0
28518	02/15/2011	AMERICAW	America West Environmental Supplie	11,844.68 ✓	0
28519	02/15/2011	BACKGROU	Background Source Intl	64.00	0
28520	02/15/2011	BELLCITY	City Of Bellevue	11,547.00 ✓	0
28521	02/15/2011	BHC	BHC Consultants, LLC	3,948.56	0
28522	02/15/2011	BOBS	Bob's Heating & Air	125.00	0
28523	02/15/2011	BRAVO	Bravo Environmental	1,119.88	0
28524	02/15/2011	BUTKUS	Pete Butkus	34.68	0
28525	02/15/2011	CADMAN	Cadman, Inc.	6,879.00	0
28526	02/15/2011	CHANEY	Rebecca Chaney	566.50	0
28527	02/15/2011	COMCAST2	COMCAST	99.95	0
28528	02/15/2011	COSTCO	Costco Wholesale	5,162.34	0
28529	02/15/2011	DELL	Dell Marketing L.P.	2,617.20	0
28530	02/15/2011	EASTFIRE	Eastside Fire & Rescue	442,039.92 ✓	0
28531	02/15/2011	FASTENAL	Fastenal Industrial Supplies	161.90	0
28532	02/15/2011	FERENTCH	Randy Ferentchak	420.00	0
28533	02/15/2011	GUROL	Kamuron Gurol	175.88	0
28534	02/15/2011	HDFOWL	H. D. Fowler Company	71.52	0
28535	02/15/2011	HEMSTREE	Keith Hemstreet	5,655.33	0
28536	02/15/2011	HWA	HWA GeoSciences, Inc	8,423.39	0
28537	02/15/2011	IRONMT	Iron Mountain	64.75	0
28538	02/15/2011	JACKS	Gary Shull	1,679.00	0
28539	02/15/2011	JACOBSON	Jacobson Law Group PLLC	400.00	0
28540	02/15/2011	JIRSA	Barbara Jirsa	97.72	0
28541	02/15/2011	KCBLANK	King County	500.00	0
28542	02/15/2011	KCFLEET	King County Fleet Admin	149.05	0
28543	02/15/2011	KINGFI	King County Finance A/R	971.00	0
28544	02/15/2011	KINGPET	King County Pet Licenses	335.00	0
28545	02/15/2011	KINGWAT	King County Finance Water & Land I	10,141.33 ✓	0
28546	02/15/2011	MINUTE	Minuteman Press	241.34	0
28547	02/15/2011	MMCOMFOR	MM Comfort Systems	83.30	0
28548	02/15/2011	MOBERLY	Lynn Moberly	7,214.00	0
28549	02/15/2011	NELSONCO	Walter E. Nelson Company	165.94	0
28550	02/15/2011	OBRIENCO	O'Brien & Company LLC	731.25	0
28551	02/15/2011	OPOWER	OPower, Inc	2,222.22	0
28552	02/15/2011	PLATEAU	Plateau Motors	110.54	0
28553	02/15/2011	PLATT	Platt Electric	410.92	0
28554	02/15/2011	POA	Pacific Office Automation	382.82	0
28555	02/15/2011	PSE	Puget Sound Energy	2,885.06	0
28556	02/15/2011	PSF	PSF Mechanical Inc	1,724.63	0
28557	02/15/2011	PUBLICHE	Public Health	100.00	0
28558	02/15/2011	QWEST	QWEST	146.42	0
28559	02/15/2011	REALCHEM	RealChem Northwest	287.44	0
28560	02/15/2011	RITTS	Brandy Ritts	150.00	0
28561	02/15/2011	ROTARSAM	Rotary Club of Sammamish	52.00	0
28562	02/15/2011	SALINAS	Salinas Construction, Inc	93,882.80 ✓	0
28563	02/15/2011	SAMHERIT	Sammamish Heritage Society	1,250.00	0
28564	02/15/2011	SCI	SCI Infrastructures, LLC	624.41	0

*28515 - SEPARATE BATCH - SOMEHOW OUT OF SEQUENCE

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28565	02/15/2011	SONITROL	Sonitrol Pacific	803.77	0
28566	02/15/2011	SOUNDSAF	Sound Safety Products Co., Inc	86.67	0
28567	02/15/2011	STOECKL	Jane C. Stoecklin	115.00	0
28568	02/15/2011	SUBURB	Suburban Cities Association	86.00	0
28569	02/15/2011	TAGS	Tags Awards & Specialties	11.41	0
28570	02/15/2011	TDS	TDS Tires	3,969.53	0
28571	02/15/2011	ULTRABLO	Ultrablock, Inc	5,940.38	0
28572	02/15/2011	UNITRENT	United Rentals NW, Inc	440.10	0
28573	02/15/2011	VERIZON	Verizon Wireless	111.07	0
28574	02/15/2011	VOYAGER	Voyager	5,415.08	0
28575	02/15/2011	WAECOL	Wa State Dept of Ecology	8,562.57	0
28576	02/15/2011	WAWORK	Washington Workwear Stores Inc	88.68	0
28577	02/15/2011	WESTTIRE	Western Tire Chain	2,781.41	0
28578	02/15/2011	WMSMITH	W. M. Smith & Assoc. Inc	700.29	0
				<hr/> <hr/>	
				Check Total:	689,998.64
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 2/10/2011 - 12:01 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28579	02/15/2011	ACE	Ace Hardware, LLC	968.39	0
28580	02/15/2011	ALLAROUN	All Around Fence Co	4,061.36	0
28581	02/15/2011	APEXPRES	Richard Miller	3,777.75	0
28582	02/15/2011	ATTLONG	AT&T	70.92	0
28583	02/15/2011	BEST	Best Parking Lot Cleaning, Inc	12,306.67	0
28584	02/15/2011	BRAVO	Bravo Environmental	635.10	0
28585	02/15/2011	CADMAN	Cadman, Inc.	706.65	0
28586	02/15/2011	CERTLABS	Certified Laboratories	182.41	0
28587	02/15/2011	DEJONG	Cory de Jong & Son Inc	344.93	0
28588	02/15/2011	EASTEQ	Eastside Equipment & Marine	562.28	0
28589	02/15/2011	EASTPLUM	Eastside Plumbing Services	152.75	0
28590	02/15/2011	EWINGIRR	Ewing Irrigation	196.98	0
28591	02/15/2011	GRANGE	Grange Supply, Inc.	1,178.07	0
28592	02/15/2011	HOMEDE	Home Depot	7,546.27	0
28593	02/15/2011	HONDAKU	Issaquah Honda Kubota	84.48	0
28594	02/15/2011	HOWARD	Lyman Howard	150.15	0
28595	02/15/2011	IRONMT	Iron Mountain	403.18	0
28596	02/15/2011	ISSAQI	Issaquah Press, Inc.	750.00	0
28597	02/15/2011	KCBLANK	King County	2,624.55	0
28598	02/15/2011	KCFLEET	King County Fleet Admin	114.48	0
28599	02/15/2011	KCRADIO	King Cty Radio Comm Svcs	377.97	0
28600	02/15/2011	KEENEY	Keeney's Office Plus	269.39	0
28601	02/15/2011	KENYON2	Kenyon Disend PLLC	27,649.46	0
28602	02/15/2011	KINGFI	King County Finance A/R	5,857.02	0
28603	02/15/2011	LAKESIDE	Lakeside Industries	601.17	0
28604	02/15/2011	LESSCHWA	Les Schwab Tire Center	555.85	0
28605	02/15/2011	LEXIS	Lexis Nexis Risk Data Mgmt	147.61	0
28606	02/15/2011	MAILPO	Mail Post	850.44	0
28607	02/15/2011	MINUTE	Minuteman Press	95.04	0
28608	02/15/2011	MTVIEW	Mt View Locating Services LLC	160.00	0
28609	02/15/2011	NAPA	Genuine Parts Company/Issaquah	355.68	0
28610	02/15/2011	NAPA/RED	Napa Auto Parts Redmond	210.13	0
28611	02/15/2011	NC MACH	NC Machinery Co	7,157.09	0
28612	02/15/2011	NEXTEL	Nextel Communications	2,271.96	0
28613	02/15/2011	NWCASC	Northwest Cascade, Inc.	326.42	0
28614	02/15/2011	NWLSVC	NW Landscape Service	5,289.95	0
28615	02/15/2011	NWPUMP	NW Pump & Equipment Co	2,173.90	0
28616	02/15/2011	OFFDEP	Office Depot	1,444.70	0
28617	02/15/2011	OILCAN	Oil Can Henry's	366.70	0
28618	02/15/2011	PACIFICR	Pacific Rubber, Inc	422.41	0
28619	02/15/2011	PACSOIL	Pacific Topsoils, Inc	333.93	0
28620	02/15/2011	PENGUIN	Penguin Windows	250.00	0
28621	02/15/2011	PLATT	Platt Electric	1,350.98	0
28622	02/15/2011	PSE	Puget Sound Energy	7,528.86	0
28623	02/15/2011	QWEST	QWEST	64.89	0
28624	02/15/2011	RED-E	Red-E Topsoil	5,523.38	0
28625	02/15/2011	RICHARDS	Jessi Richardson	87.21	0
28626	02/15/2011	SAM	Sammamish Plateau Water Sewer	53.23	0
28627	02/15/2011	SAMMIAW	Sammi Awards	3,000.00	0
28628	02/15/2011	SEATIM	Seattle Times	629.19	0

Check	Date	Vendor No	Vendor Name	Amount	
28629	02/15/2011	SMS	SMS Cleaning, Inc	4,650.00	0
28630	02/15/2011	STAPLES	Staples Advantage	1,701.22	0
28631	02/15/2011	Thompson	Richard J. Thompson	4,637.70	0
28632	02/15/2011	UNITRENT	United Rentals NW, Inc	1,859.75	0
28633	02/15/2011	WAECOL	Wa State Dept of Ecology	75.00	0
28634	02/15/2011	WAWORK	Washington Workwear Stores Inc	186.12	0
28635	02/15/2011	ZUMAR	Zumar Industries, Inc.	1,476.01	0
Check Total:				126,807.73	



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 10, 2011

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Revising The Rules Of Procedure For The City Council

Action Required: Adopt Resolution Updating Council Rules of Procedures

Exhibits: 1. Draft Resolution

Budget: N/A

Summary Statement:

In 1999 the City Council adopted Resolution R99-28 which established Rules of Procedure for the City Council. Since that time, the resolution has been amended many times. Council now wishes to revise their rules of procedure to reflect their actual practices and improve clarity of the rules.

Background:

The attached resolution modifies the previous Rules of Procedure in the following ways:

- The entire document has been reformatted for ease of use and clarity.
- The section on the Election of the Mayor has been revised to be compliant with RCW 35A.13.03 which requires the Mayor to be elected biennially. The procedure for election was changed to having the nominations and the elections at first meeting in January.
- Meeting dates, time and place have been change to reflect the following: **1st Tuesday** – Regular Meeting; **2nd Tuesday** – Study Session; **3rd Monday**– Regular Meeting. All meetings are to be held at City Hall, 801 228th Avenue SE beginning at 6:30 pm unless properly noticed to an alternative date/time.
- The order of business has been modified to be more generic so that Council has flexibility to change the order of the agenda without modifying this resolution
- The section dealing with Quasi-Judicial Hearings was deleted as Council has previously adopted the Hearing Examiner method for hearings.
- Other minor edits were made that did not result in any substantive changes.



City Council Agenda Bill

Financial Impact:

N/A

Recommended Motion: Consider the changes made to the Council Rules of Procedure, make modifications if necessary and approve resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, REVISING THE RULES OF PROCEDURE
FOR THE CITY COUNCIL**

WHEREAS, Chapter 35A.11 RCW gives the City Council of each code city the power to organize and regulate its internal affairs within the provisions of Title 35A RCW; and

WHEREAS, the City Council has adopted rules and procedures to assist in the conduct of City business; and

WHEREAS, the City Council wishes to revise their current Council Rules;

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

Section 1. Framework. The following rules shall constitute the official rules of procedure for the Sammamish City Council and all prior rules are hereby superseded.

- A. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Chapter 42.30). All Regular Business Meetings, Special Meetings and Regular Study Sessions of the Council shall be open to the public.
- B. In all decisions arising from points of order, the Council shall be governed by Robert's Rules of Order (most current edition), a copy of which is maintained in the office of the Sammamish City Clerk.

Section 2. Meetings.

- A. Regular Business Meetings Dates, Times. All regular meetings of the City Council shall be held at the times and locations specified by applicable ordinances and resolutions of the Council. Should any meeting occur on a legal holiday, the meeting shall be held on a day, time and place established by a majority vote of the Council.
- B. Meetings.
 - 1. *Regular Business Meetings.* All regular meetings of the City Council shall be held on the First Tuesday and Third Monday of each month beginning at 6:30 pm.
 - 2. *Regular Study Sessions.* All regular study sessions of the City Council shall be held on the Second Tuesday of each month beginning at 6:30

pm.

3. Should any meeting date occur on a legal holiday, the meeting shall be held on a day, time and place established by a majority vote of the Council. Regular Study Sessions will be informal meetings for the purpose of reviewing: the upcoming Regular Business Meeting preliminary agenda; forthcoming programs and future Council agenda items; progress on current programs or projects; or other information the City Manager feels is appropriate. Under special circumstances action may be taken at a Regular Study Session if necessary.
 4. *Special Meetings.* Special Meetings may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four members of the City Council by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to be considered, and no subject other than those specified in the notice shall be considered.
 5. *Executive Sessions.* The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended.
 6. *Meeting Place.* Council Meetings will be held at the Sammamish City Hall Located at 801 228th Avenue SE, Sammamish, Washington, 98075 or as directed by Council and properly noticed.
 7. *Public Notice.* The City shall comply with the provisions of RCW 35A.12.160.
 8. *Adjournment.* Council Meetings shall adjourn no later than 10:00 pm. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" at 9:30 p.m. to review agenda priorities.
- C. Attendance, Excused Absences. Members of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager or Clerk, who shall convey the message to the Mayor. Following roll call, the Presiding Officer shall

inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the above process will be considered unexcused and it shall be so noted in the minutes.

D. General Decorum.

1. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking, nor refuse to obey the orders of the Council or the Mayor, except as otherwise provided in these Rules.
2. Any person making disruptive, impertinent, or slanderous remarks or who becomes boisterous while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience participation before the Council for that meeting.

E. Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.

F. Voting. The votes during all Council Meetings shall be conducted as follows:

1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the Clerk.
2. The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.
3. In case of a tie vote on any motion, the motion shall be considered lost.
4. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under State law is present. Unless a member of the Council states that he or she is abstaining for the above reasons, his or her silence shall be recorded as an affirmative vote.

Section 3. Order of Business.

A. Agenda and Council Packet Preparation

1. The Clerk, under direction of the City Manager, will prepare a preliminary agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The preliminary agenda is subject to review by the Presiding Officer.
2. An item for a Regular Business Council Meeting may be placed on the preliminary agenda by a majority vote or consensus of the Council, by the Mayor or Deputy Mayor in the absence of the Mayor, or by the City Manager.
3. An item may be placed on the preliminary agenda for a Regular Business Council Meeting after the preliminary agenda is finalized only if a Councilmember or the City Manager explains the necessity for placing the item on the agenda and receives a majority vote of the Council to do so.
4. Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.
5. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
6. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
7. It is the intent of the City Council that council procedures be periodically reviewed as needed.

B. Consent Calendar.

1. The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council, by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.
2. The motion to adopt the Consent Calendar shall be non-debatable and have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

C. Public Comment and testimony.

The Council will take public comment or testimony at the Regular Business Meeting only during a Public Hearing or during the Public Comment period for no more than three minutes, or no more than five minutes when presenting the official position of a recognized organization. If a person appearing before the Council has more than one matter to bring up before the Council, that person, after speaking on one matter, will be given an opportunity to bring up other matters after other speakers have been given the opportunity to address the City Council. The Presiding Officer shall ask the rest of the Council members if they have any questions before being excused. Public oral testimony shall not be given on quasi-judicial matters outside of a public hearing except on matters of procedure. After a citizen (or group of citizens) has made his public comment, the Presiding Officer will respond to the citizen or group with one of the following actions:

1. The commentator will be thanked for his/her input if it is a comment only;
2. Staff will be directed to follow up if an administrative answer or problem resolution is required;
3. The commentator will be requested to provide more information in writing to the City Clerk if further information is needed to clarify or formalize a request. This information will be distributed to the Council before the next Regular Business Meeting or Regular Study Session;
4. The item will be referred by the Presiding Officer to the City Manager for scheduling on a future Regular Study Session Agenda or a Regular Business Meeting Agenda; or
5. The item will be placed on that night's agenda if it is an emergency or is driven by an imminent due date.

The decision as to which alternative to use will be at the discretion of the Presiding Officer. The Presiding Officer will verbalize a reason for his/her choice. After the Presiding Officer's decision, any Councilmember may make a motion to select one of the other alternatives. If the motion is seconded, it will be discussed and voted upon. Should the motion fail, the Presiding Officer may use the previously chosen alternative or may select a different one, again providing a verbal reason.

The City Attorney shall advise as to what State law permits public comment on quasi-judicial matters. If comments on quasi-judicial matters are provided in writing, they will be reviewed by the City Attorney for appropriateness before being presented to the Council. Such written comments must be filed with the

City Clerk by 1:00 p.m. on the Wednesday preceding the Regular or Special Meeting.

6. Identification of Speakers. Persons testifying shall identify themselves for the record as to name, address and organization.
7. Instructions for Speakers. An instruction notice for speakers will be available at the meeting. Speakers will be advised by the Presiding Officer that their testimony is being recorded.

D. Rules for Public Testimony during Public Hearings.

The following rules shall be observed during any Public Hearing:

1. Individuals will be allowed three minutes to speak, or five minutes when presenting the official position of a recognized organization, and each organization shall have only one five-minute presentation. If a speaker purports to speak for an organization, club or other so as to lead the Council to believe that a number of persons support a position, then such person shall state how that position was developed by the group.
2. The Clerk shall be the timekeeper.
3. Public Hearings shall begin according to the established agenda. The Presiding Officer shall declare the public hearing open, and ask for the City staff presentation. Following questions of staff by Council, the applicant or petitioner shall be given three minutes to present the issue. Following the presentation of the applicant or petitioner, the major opponent shall be allowed to speak to the issue for three minutes. Any interested person may then be heard for three minutes each. All speakers should sign up on the Public Hearing Roster provided by the City Clerk.

The Presiding Officer shall recognize staff comments and questions from the Council, if any, at the conclusion of each speaker's remarks. After all interested members of the public and staff have had an opportunity to speak, the applicant shall be given up to three (3) minutes to respond to or rebut information presented by the opponent(s), other speakers or staff. This opportunity for rebuttal shall not be used to present new information or to address subjects other than issues raised by the opponent(s) and the other speakers or staff. After all interested persons have had a fair opportunity to speak, the Presiding Officer shall declare the public hearing closed. The Council may, however, decide to allow for certain written materials to be presented to the Council for a period of time declared

by the Council. The hearing is then closed, and no person may introduce new substantive information without reopening the public hearing. The Council may alter the time limits of speakers upon a vote at the opening of the hearing.

Section 4. Duties and responsibilities for Councilmembers

A. Councilmember Job Description

The principal job of a City Council member is to make policy. Policy making often takes the form of passing ordinances or resolutions. Councilmembers should base their policy making decisions on many factors after considering input from many sources, including the city staff, citizen's groups, advisory commissions and others. It is the councilmember's responsibility to consider the merits of each idea and then approve, modify, or reject it. Councilmembers should also consider community needs and available resources when making their decisions. It is the job of the City Manager and staff to implement the policies set by the City Council.

B. Public Statements

Any member of the Council has a right to express personal views and opinions. However, statements representing the views or decisions of the Council must be authorized by a majority or consensus of the Council. Minority views or positions may be conveyed as well.

C. Ethics Laws

State law provides a specific code of ethics for city officials. RCW 42.23.070 prohibits a municipal official from:

1. Using his position to secure special privileges or exemptions for himself or others.
2. Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city, for a matter related to the official's services.
3. Accepting employment or engaging in business that the officer might reasonably expect would require him to disclose confidential information acquired by reason of his position.
4. Disclosing confidential information gained by reason of the officer's position, or use of such information for personal gain.

D. Information Sharing

It is in the public interest that, to the greatest extent possible, all members of the City Council have an opportunity to be aware of and act upon the information that is available to other members. All members should place upon the record of the City Council the substance of all ex-parte contacts that have occurred during the time a matter has been introduced and is still before the Council for consideration.

E. Confidentiality and Executive Sessions

Council members must keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Council members outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington.

F. Election of Mayor/Mayor pro tem.

Swearing in of New Councilmembers. New Councilmembers shall be sworn in by a member of the judiciary or by the City Clerk.

1. Pursuant to RCW 35A.13.030 biennially, at the first meeting of the new council, the council shall choose a chair from among their number. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes. He or she shall have no regular administrative duties.
2. The motion to elect the Mayor will be placed on the agenda of the first regular meeting and the election will occur at said meeting.
3. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second vote. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor shall take place in the order nominations were made. Council members will be asked

for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote (four votes), then the Chair will declare him/her elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Chair will call for nominations again and repeat the process until a single candidate receives a majority vote before the Office of Deputy Mayor is opened for nominations. A tie vote results in a failed nomination.

4. In the temporary absence of the mayor, the deputy mayor shall perform the duties and responsibilities of the mayor with regard to the conduct of meetings and emergency business. In the event that the mayor is unable to serve the remainder of his or her term, a new mayor shall be elected at the first regular meeting following conclusion of the mayor's term. In the event the deputy mayor is unable to serve the remainder of his or her term, a new deputy mayor shall be elected at the first regular meeting conclusion of the deputy mayor's term.
5. A super majority vote (5 council members) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for serious cause.

C. Duties of Mayor and Deputy Mayor

1. Presiding Officers. The Mayor, or in his or her absence, the Deputy Mayor, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Deputy Mayor, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.
2. Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
 - A. Call the meeting to order;
 - B. Keep the meeting to its order of business;
 - C. Control discussion in an orderly manner;
 - D. Give every Councilmember who wishes an opportunity to speak when recognized by the chair;
 - E. Permit audience participation at the appropriate times;
 - F. Require all speakers to speak to the question and to observe the rules of order;

- G. State each motion before it is discussed and before it is voted upon; and
3. Put motions to a vote and announce the outcome.
4. Presiding Officer, Questions of Order. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.
5. Presiding Officer, Participation. The Presiding Officer may at his or her discretion call the Deputy Mayor or any member to take the chair so the Presiding Officer may make a motion or for other good cause yield the Chair.
6. Request for Written Motions. Motions shall be reduced to writing when requested by the Presiding Officer of the Council or any member of the Council. All resolutions and ordinances shall be in writing.

Section 5. Advisory committees and Staff

A. Appointment to Advisory Bodies.

1. Vacancies may be advertised so that any interested citizen may submit an application. Applicants are urged to be citizens of the City of Sammamish, but applications from residents living outside of the corporate boundaries may be considered if authorized by the resolution or ordinance establishing the advisory body.
2. Appointments to advisory bodies will be made by the City Council during a regularly scheduled meeting.
3. Newly appointed members will receive a briefing by the commission, committee, or task force chairperson and/or City staff regarding duties and responsibilities of members of the advisory body.
4. Appointees to advisory bodies may be removed prior to the expiration of their term of office by a majority vote of the City Council.

B. Key Staff Duties.

Any City employee shall attend a City Council meeting when requested by the City Manager for clarification or explanation of agenda items.

Section 6. Council Committees/Appointments

- A. Council committees are policy review and discussion arms of the City Council. Committees may study issues and develop recommendations for consideration by the City Council. Committees may not take binding action on behalf of the City.
- B. The City Council may meet for study or special project purposes as a Committee of the Whole or may establish Council subcommittees with three or fewer members
- C. Council committee structure shall be as determined by the city council and may include:
 - 1. Council Committee of the Whole (seven Councilmembers)
 - 2. Council Committees – Standing Committees established for special purposes, tasks or time frames (three or fewer Councilmembers)
 - 3. Subcommittees of the City Council – Ad hoc and informal working or study group (three or fewer Councilmembers)
 - 4. Councilmember Appointments – To task teams or City Advisory Boards, commissions and committees (three or fewer Councilmembers)

Section 7. Effect/Waiver of Rules. These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive any of the provisions herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH,
WASHINGTON, AT A REGULAR MEETING THEREOF THIS DAY ____ OF
____, 2011**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Exhibit 1

Melonie Anderson, City Clerk
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 8, 2011
Passed by the City Council:
Resolution No.:



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 8, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase I: Purchase of a Prefabricated Waterless Restroom Building

Action Required: Approve resolution waiving the competitive bidding requirements for purchase of a sole source waterless restroom facility for the Evans Creek Preserve Phase I Project and authorizing the City Manager to sign a contract with Biological Mediation Systems, Inc. for purchase of same.

Exhibits:

1. Contract
2. Building Plans
3. Resolution

Budget: \$850,000 is allocated in the 2011-12 Parks CIP for the Evans Creek Preserve Phase I Project.

Summary Statement:

This is for the purchase of a prefabricated waterless restroom building for the Evans Creek Preserve (ECP) Phase I project. We are purchasing the structure now to ensure it is designed, manufactured, and delivered in time for the start of construction this summer.

The parks planning team researched a number of restroom options for ECP including standard restrooms (connected to sewer or septic), vault toilets, honey buckets, and other waterless restroom options. It was determined early on that an alternative to honey buckets was preferred; therefore staff pursued a more permanent solution.

A traditional restroom was determined to be cost prohibitive due to the project location and availability of public utilities. The availability of water also contributed to the decision making as the on-site well may not be used and the cost to construct a water line was simply too expensive. After much research, staff determined that a waterless restroom facility would be the most appropriate solution for the site.

Staff solicited a sole source bid for a prefabricated waterless restroom building. Based on the product's patented technology, the experience and qualifications of the vendor and staff, reference checks, and the ability to meet the project timeline, Biological Mediation Systems (BMS) was selected to design and manufacture a prefabricated waterless restroom building for the ECP Phase I project.



City Council Agenda Bill

BMS Waterless Restroom System:

The proposed restroom at ECP is a 120 SF structure containing one women's toilet and one men's toilet. A 2,260-gallon vault lies beneath the building and a vent fan blowing 240 cubic feet a minute connects to the evaporator. The BMS patented vault evaporator avoids many drawbacks (strong odors) of both standard vault toilets and composting toilets. This system also uses solar powered mechanical ventilation to effectively control odors and substantially reduce water volume and, therefore, pumping frequency. It is estimated that the vault will have to be pumped once every two years, compared to a three time per year pumping requirement for standard vault toilets.

It should also be noted that sustainability was one of the objectives of the ECP Phase I design and this product (waterless and solar powered) achieves that objective.

Product References:

City Staff had an opportunity to tour the BMS restroom buildings at Lewis-McCord Joint Base last summer. The military installed many BMS restrooms and highly recommends not only the technology and the facility, but also the working relationship with BMS. This was a common theme when checking references on the BMS system. The National Park Service and the US Forest Service are two of the other agencies that provided positive comments and feedback regarding their purchase and installation of a BMS waterless restroom facility.

Project Background/Overview:

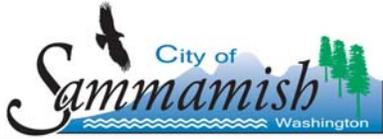
Opening in the summer of 2011, Evans Creek Preserve is a new City park located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre Galley property, now known as Evans Creek Preserve, for \$1.5 million in 2000. With the addition of the nearby Department of Natural Resources property the site now totals approximately 179-acres.

The Master Plan Process was conducted from May to September 2009 to arrive at a preferred long-term strategy for Evans Creek Preserve, which was adopted by City Council on September 15, 2009. Soon after the master plan was adopted, city staff began working on the Phase I preliminary design and permit drawings.

The Evans Creek Preserve Phase I project includes the construction of a small upper parking lot (10 stalls), a pedestrian bridge crossing Evans Creek, construction of ADA and back country trails, and a storage shed.

The Phase 1 projected timeline for design through construction is as follows:

- Phase I Preliminary Design: Spring/Summer 2010 **(complete)**
- Phase I Construction Documents: Fall/Winter 2010 **(complete)**
- Phase I Permitting: Winter/Spring 2011 **(in progress)**
- Phase I Trail Construction in partnership with WTA: Spring 2011, Fall 2011 **(in progress)**
- Phase I Bid: Late Spring 2011
- Phase I Construction: Summer 2011
- Phase I Park Opening: Late Summer 2011



City Council Agenda Bill

Financial Impact:

The contract amount is for \$65,704 + W.S.S.T. This contract covers the design, manufacturing, and delivery of a BMS waterless restroom. A total of \$850,000 is allocated in the 2011 Budget (Parks CIP) for Phase I design and construction. The restroom installation, permitting, and site preparation is not covered under this contract.

Recommended Motion:

Approve resolution waiving the competitive bidding requirements for purchase of a sole source waterless restroom facility for the Evans Creek Preserve Phase I Project and authorizing the City Manager to sign a contract with Biological Mediation Systems, Inc. for purchase of same in an amount not to exceed \$65,704 + W.S.S.T.

MATERIAL CONTRACT

11-02

This agreement, made this 1st day of February 2011, by and between Biological Mediation Systems, Inc., P.O. Box 650, Fort Collins, Colorado, 80522-0650 (the "Seller"), and City of Sammamish (the "Contractor").

WITNESSETH:

Section 1. The Seller agrees to furnish all material set forth in "Section 2" hereof to be installed by the Contractor at Evans Creek Preserve ("Job Site") for the City of Sammamish (the "Owner"), in accordance with the Drawings and Specifications furnished by the Seller to the Owner.

Section 2. It is agreed that the materials to be furnished by the Seller pursuant to and in accordance with the Seller's Quotation to the Contractor dated January 25, 2011 (Seller's Quotation) are as follows:

BMS Model R2-167SR WRS DC Power

Contractor is responsible licenses and permits.

All material furnished under this Agreement is to be delivered FOB Job Site. Contractor shall be responsible for unloading and assembling the materials at the Job Site in accordance with Seller's Quotation. Contractor will insure that items shipped to the job site must remain covered in a secure area until installed. BMSI will not be responsible for damage caused by improper storage. Note terms on our quotation, this is a supply only contract, no labor will be provided. The Contractor will obtain all permits, licenses and approvals necessary for this project.

The contractor must provide a clean, safe access to the delivery site. The access shall be wide enough to allow a semi truck and 48' trailer to maneuver easily and safely. The access shall be free of overhead and underground obstacles. The contractor shall provide sufficient area for the delivery truck and a crane to unload. If this cannot be provided, the contractor will take delivery at an alternate site. The contractor will then be responsible for transporting to the installing site.

The contractor shall have a crane on site when the truck arrives. The trucking company will allow two (2) hours for unloading. Any additional time will be charged to the contractor at the rate charged by the trucking company. The contractor agrees to pay all of these extra charges.

Section 3. The Contractor agrees to pay the Seller for the materials to be furnished, as aforesaid, the sum of Sixty-three Thousand Three Hundred Twenty-two dollars (\$66,322.00) plus freight, as follows:

Net 30 days after delivery

Freight to be billed on final invoice.

Exhibit 1

Contractor is responsible for any federal, state or local taxes in connection with this order.

Title to the materials will not pass until full payment is received by Seller. Seller reserves a security interest in all materials until full payment is received by Seller. If it is necessary to retain an attorney to enforce collection, the Contractor will pay all reasonable attorney fees and court costs. Whether or not suit for collection is filed, the Contractor agrees to pay a finance charge of 1.5% per month on the unpaid balance on accounts after thirty (30) days from delivery it being expressly understood that the amount of the finance charge will be added each month to the account balance.

Section 4. The amount of all additions and reductions to be made to or from the amount of the contract price shall be agreed upon in writing by the parties hereto, such agreement not being valid unless signed by officers or other authorized representatives of the Seller, Contractor and Owner.

Section 5. The Seller agrees to furnish material called for under this Agreement within the following time or times, to wit: Delivery shall tentatively be scheduled for 8-12 weeks after plan approvals, however weather conditions at the Job Site may cause a change in this date. The Contractor's Job Superintendent will mutually agree upon a delivery date.

Section 6. Neither party shall assign or delegate this contract or any part hereof without the written consent of the Seller, Contractor and Owner.

Section 7. Seller makes no warranties whatsoever, except as expressly set forth in the drawings and specifications. The Seller makes no warranties of merchantability or fitness.

Section 8. This agreement and Seller's Quotation constitute the entire agreement between the parties and may not be amended except in a writing signed by both parties, and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or other authorized representatives.

City of Sammamish

Biological Mediation Systems, Inc.

By: _____

By: _____

Glenn A. Rachak

Its: _____

Its: President

Print Signature: _____

BIOLOGICAL
MEDIATION
SYSTEMS
INC.

Waterless
On-Site Waste
Conversion Technology

P. O. Box 650
Fort Collins, CO 80522

970-221-5949
1-800-524-1097
Fax 970-221-5748

DATE: January 25, 2011
PROJECT: City of Sammamish

DESCRIPTION	UNIT	
BMS MODEL R2-167SR WRS DC POWER	1	\$63,322.00
Estimated freight (due to the volatile fuel fluctuations we will not be able to guarantee the freight until time of shipment)		\$2,382.00

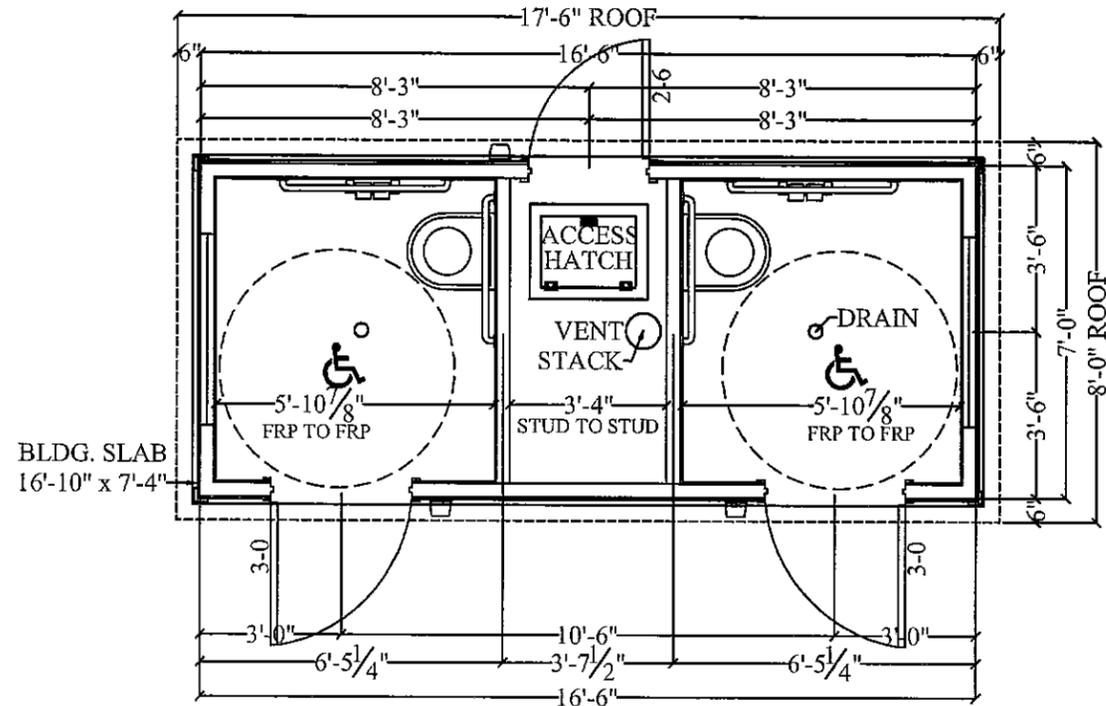
CONTRACTOR/OWNER TO BE RESPONSIBLE FOR:

- All local, state & federal taxes if applicable
- All licenses, permits & approvals
- Site preparation
- Off loading and setting of structure
- All labor for installation

Quotation good for 30 Days
Terms: Net 30 Days

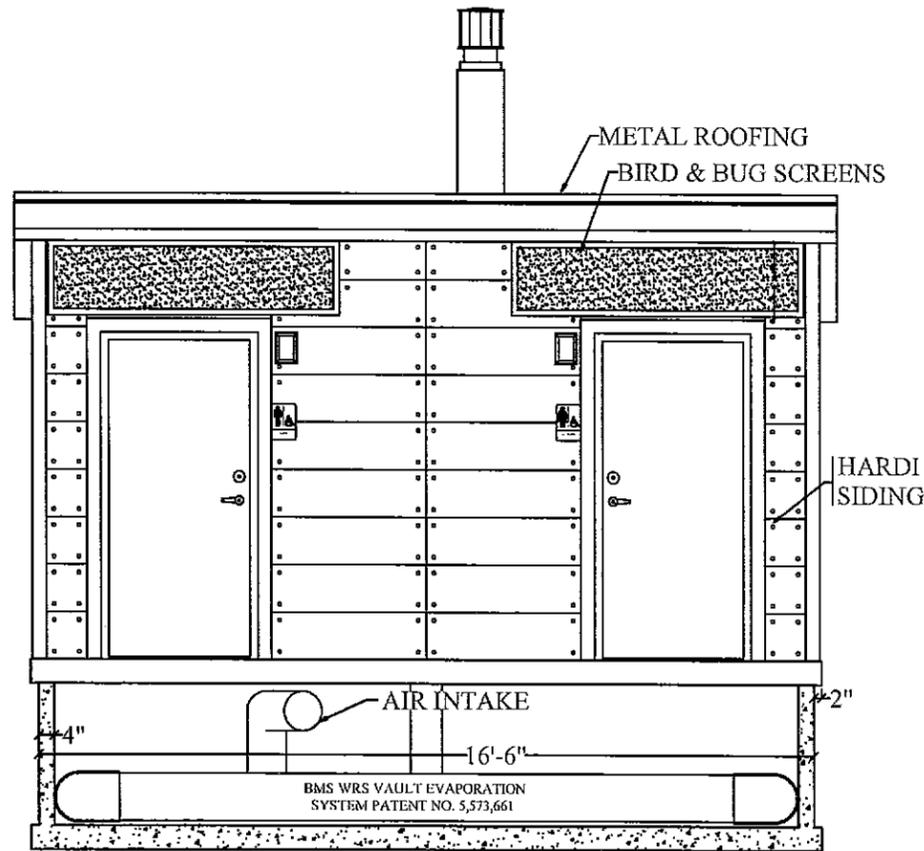
VAULT EVAPORATION SYSTEM
PATENT NO. 5,573,661

Exhibit 2

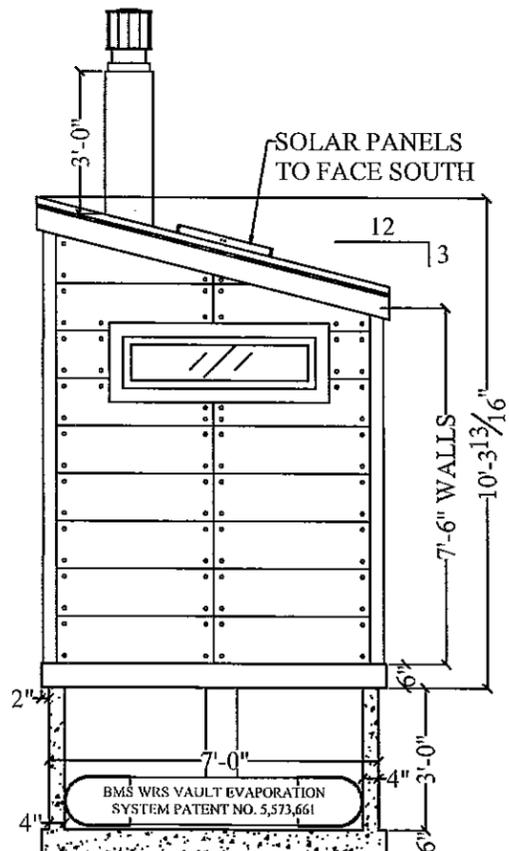


FLOOR PLAN

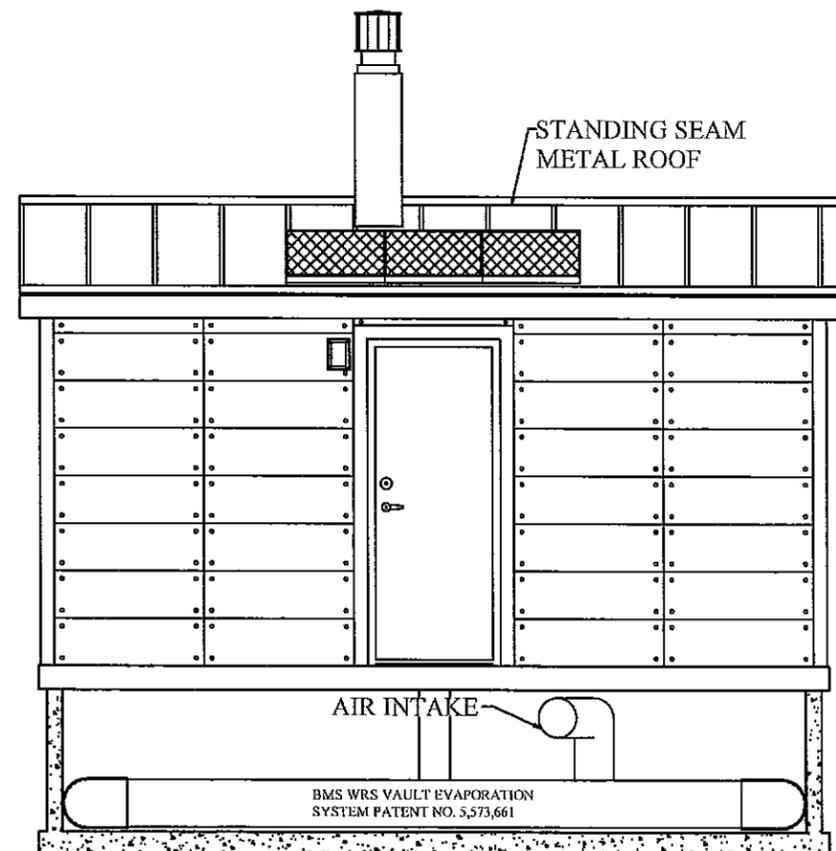
SCALE: 1/4" = 1'-0"



FRONT VIEW



R. SIDE VIEW



REAR VIEW

BIOLOGICAL MEDIATION SYSTEMS, INC.
NATIONAL VALUE ENGINEERED STRUCTURES
1-800-524-1097
BMS

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*** IMPORTANT ***
NOTE: IT IS THE RESPONSIBILITY OF THE OWNER TO VERIFY THAT THESE PLANS MEET OR EXCEED ALL GOVERNING CODES. IT IS ALSO THE RESPONSIBILITY OF THE OWNER TO OBTAIN PLAN APPROVALS AND ALL WORK PERMITS BY GOVERNING AGENCIES.

BMS MODEL
R2 167 VE-DC

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS FOR PURCHASE OF A
SOLE SOURCE WATERLESS RESTROOM FACILITY FOR THE EVANS CREEK
PRESERVE PHASE I PROJECT AND AUTHORIZING THE CITY MANAGER TO
SIGN A CONTRACT WITH BIOLOGICAL MEDIATION SYSTEMS, INC. FOR THE
PURCHASE OF THE SAME**

WHEREAS, the City desires to purchase a prefabricated waterless restroom facility for the Evans Creek Preserve Phase I Project (“the Project”); and

WHEREAS, only Biological Mediation Systems, Inc. has the patented technology, the experience and qualifications to meet the Project needs by providing the features important to the City of Sammamish including: a patented vault evaporator to effectively control odors and a solar-powered mechanical ventilation system for odor-control and substantially reduced water usage and thus less frequent vault pumping compared to standard vault toilets; and

WHEREAS, RCW 39.04.280 authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply;

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

Section 1. Legislative findings. The City Council finds the preceding Whereas statements to be legislative findings of fact.

Section 2. Legislative declaration. The City Council hereby declares that the purchase of the prefabricated waterless restroom facility is clearly and legitimately limited to a single source of supply. Therefore, the competitive bidding requirements of the City of Sammamish are hereby waived. The City Manager is authorized to sign a contract with Biological Mediation Systems, Inc. for the purchase of a prefabricated waterless restroom facility for the Evans Creek Preserve Phase I Project as described in the attached Exhibit “A”.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF FEBRUARY, 2011.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 14, 2011

Passed by the City Council:

Resolution No.: R2011- ____



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 8, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase I : Purchase of a Prefabricated Pedestrian Bridge

Action Required: Authorize the City Manager to approve a purchasing contract with Contech Construction Products, Inc. for the purchase of a pedestrian bridge for the Evans Creek Preserve Phase I Project.

Exhibits:

1. Quote/Purchasing Contract
2. Bridge Product Specs

Budget: \$850,000 is allocated in the 2011-12 Parks CIP for the Evans Creek Preserve Phase I Project.

Summary Statement:

This for the purchase of a prefabricated pedestrian bridge for the Evans Creek Preserve (ECP) Phase I project. This bridge is needed to connect park visitors from the parking lot to the lower plaza and trail system by crossing Evans Creek. We are purchasing the structure now to ensure it is designed, manufactured, and delivered in time for the start of construction this summer.

The 6' wide x 35' long steel truss prefabricated pedestrian bridge is constructed of weathering steel and wood decking. The bridge is designed to withstand stresses in accordance with the American Association of State Highway and Transportation Officials (AASHTO) pedestrian guide specifications and is not intended for vehicular use. The bridge will arrive at the project site in one piece and be installed by a licensed contractor this summer.

A total of three bids for the pedestrian bridge were obtained in January 2011. Contech Construction Products, Inc. was identified as the lowest responsible bidder.

Background:

Opening in the summer of 2011, Evans Creek Preserve is a new City park located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre Galley property, now known as Evans Creek Preserve, for \$1.5 million in 2000. With the addition of the nearby Department of Natural Resources property the site now totals approximately 179-acres.



City Council Agenda Bill

The Master Plan Process was conducted from May to September 2009 to arrive at a preferred long-term strategy for Evans Creek Preserve, which was adopted by City Council on September 15, 2009. Soon after the master plan was adopted, city staff began working on the Phase I preliminary design and permit drawings.

The Evans Creek Preserve Phase I project includes the construction of a small upper parking lot (10 stalls), a pedestrian bridge crossing Evans Creek, construction of ADA and back country trails, and a storage shed.

The Phase 1 projected timeline for design through construction is as follows:

- Phase I Preliminary Design: Spring/Summer 2010 **(complete)**
- Phase I Construction Documents: Fall/Winter 2010 **(complete)**
- Phase I Permitting: Winter/Spring 2011 **(in progress)**
- Phase I Trail Construction in partnership with WTA: Spring 2011, Fall 2011 **(in progress)**
- Phase I Bid: Late Spring 2011
- Phase I Construction: Summer 2011
- Phase I Park Opening: Late Summer 2011

Financial Impact:

The contract amount is for \$23,785.00 + W.S.S.T. This contract includes the design, fabrication, and delivery of the 6' wide x 35' long steel truss prefabricated pedestrian bridge. A total of \$850,000 is allocated in the 2011-12 Parks CIP for Phase I design and construction. Installation, permitting, and site preparation for the bridge are not included in this contract.

Recommended Motion:

Authorize the City Manager to approve a purchasing contract with Contech Construction Products, Inc. for the purchase of a pedestrian bridge for the Evans Creek Preserve Phase I Project in the amount of \$23,785.00 + W.S.S.T.



Quotation

Quote # QUO-74377-R0KH9Z					
Date	1/21/2011	Account Name	City of Sammamish	Reply-To	
Quote #	QUO-74377-R0KH9Z	Contact Name	Kellye Hilde	Contech Rep.	Jelena Vandenhaak
Project Name	King County & City of Sammamish - Evans Creek Preserve	Phone	(425) 295-0582	Address	8020 21st Avenue NW, Seattle, WA, 98117
Project #	430114	Fax	(425) 295-0600	Phone	206-730-7946
		Email	khilde@ci.sammamish.wa.us	Fax	
				Email	VandenhaakJ@contech-cpi.com

CONTECH'S offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the CONTECH Conditions of Sale ("CONTECH COS") included herewith and/or viewable at www.contech-cpi.com/cos. A valid tax exemption certificate must be issued to CONTECH or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian - Style : Capstone, Floor : Underhung, Width (ft) : 6, Length (ft) : 35, Finish : WX Steel, Decking : 2" x 8" (nominal) Ironwood IPE Deck, Life Safety Rail : Horizontal Safety Rails Outside, Life Safety Rail Spacing : 4" Max (standard), Rub Rail/Hand Rail : IPE (rub rail), Design Code : AASHTO Ped Guide Spec, Assembled Shipped Weight : 6500, Notes for Quote : Bridge to be delivered in one section. Bridge Manufacture Representative to be on site upon delivery of bridge.	1.00	1.00	\$23,785.00	EA	\$23,785.00
					Total	\$23,785.00
					(Tax not included) Net Total	\$23,785.00

Standard Notes

- All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by CONTECH.
- Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- The estimated lead time for the submittal package(stamped engineered Washington License)drawings is 3 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 8-10 weeks from the receipt of approved submittal documents.
- This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of CONTECH to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by CONTECH.

The following work is not a part of this offer and is to be performed by others at no cost to CONTECH:

- All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
- Design of the bridge foundations unless otherwise stated herein.
- Excavation and construction of the bridge foundations.
- Supply and installation of anchor bolts.
- Erection and installation of the bridge structure(s).
- Touch up painting of any and all surfaces damaged during handling, loading, unloading, rigging, fit up or installation. Touch up paint guidelines are available from CONTECH.
- Supply and installation of any expansion joint materials required by the contract.
- Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
- Any and all costs associated with special inspection or testing by an independent agency.
- Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
- All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.



Quotation

Quote # QUO-74377-R0KH9Z

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH CONSTRUCTION PRODUCTS INC. FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING, BUT NOT LIMITED TO, CONTECH STORMWATER SOLUTIONS INC., CONTECH BRIDGE SOLUTIONS INC., KEYSTONE RETAINING WALL SYSTEMS, INC. AND THOMPSON CULVERT COMPANY.

Acceptance		CONTECH CONSTRUCTION PRODUCTS INC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE CONTECH COS INCLUDED HEREWITH AND VIEWABLE AT www.contech-cpi.com/cos		By	Jelena Vandenhaak
Company		(O)	206-730-7946
By		(F)	
Title		(Cell)	
Date		Title	



Quote # QUO-74377-R0KH9Z

CONTECH - CONDITION OF SALES

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the goods sold under this contract are free from defects in material and workmanship for a period of one year after the date of delivery. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to goods manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** If this proposal includes furnishing labor to install products, applicable use taxes have been included in the prices quoted. However, no other tax imposed in respect of the sale of the products sold hereunder is included in any quotation by Seller. Any tax shall be added and paid by Buyer as part of the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

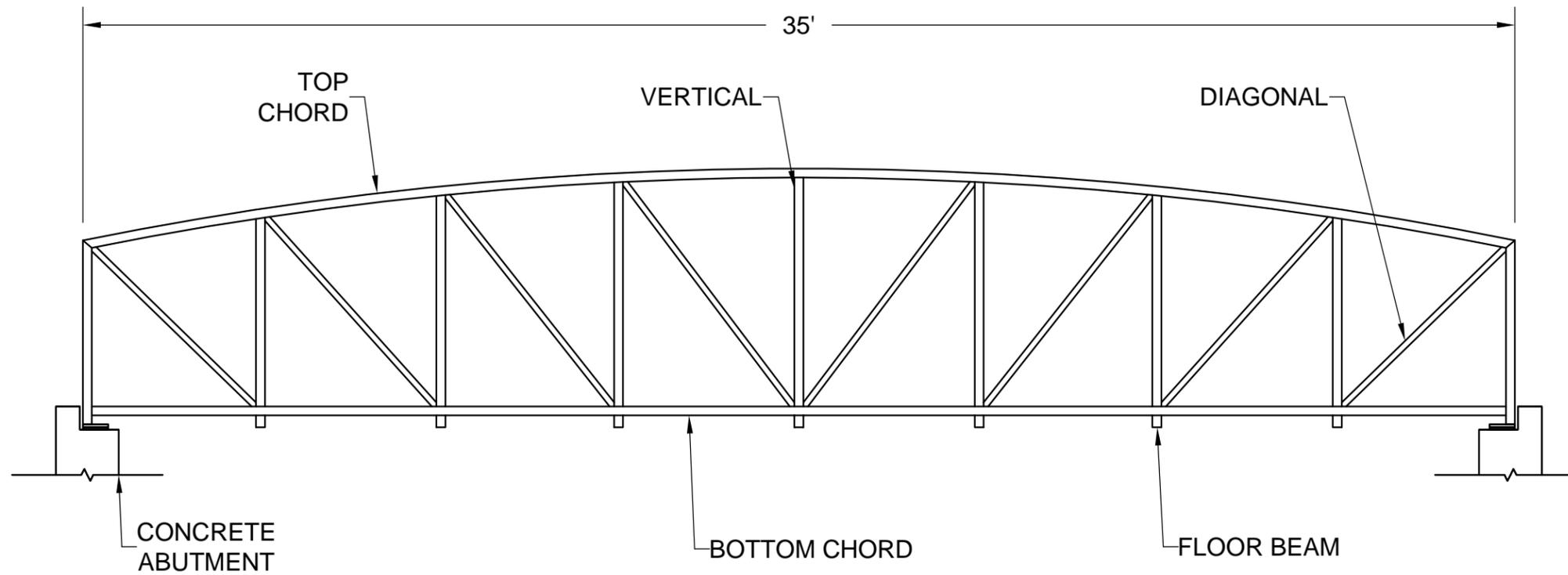
20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 06/08



BRIDGE ELEVATION

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MARK	DATE	REVISION DESCRIPTION	BY

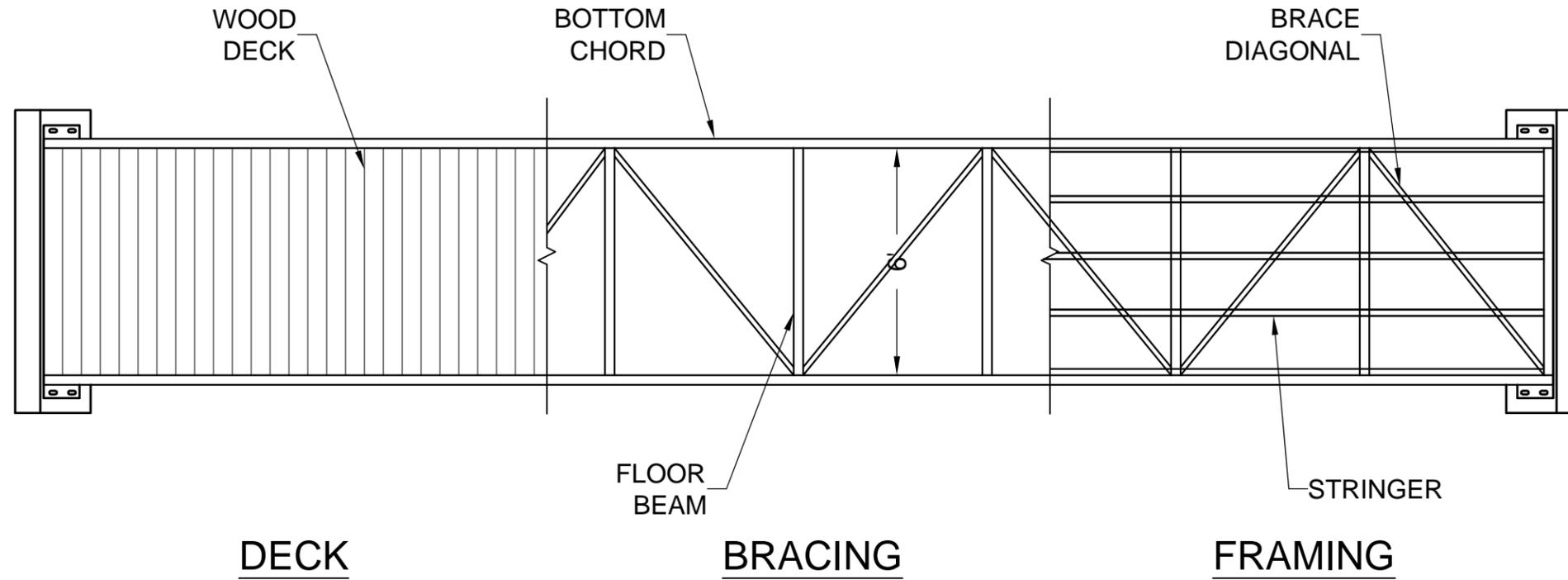

CONTECH
CONSTRUCTION PRODUCTS INC.
www.contech-cpi.com
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
 800-338-1122 513-645-7000 513-645-7993 FAX


CONTINENTAL
BRIDGE
 CONTECH
DYOB
 DRAWING

Capstone® 35' Span x 6' Width
 Evans Creek Preserve
 Pedestrian Bridge
 Sammamish, Washington

PROJECT NUMBER: 131734	DATE: 12/20/2010
DESIGNED: DYOB	DRAWN: DYOB
CHECKED:	APPROVED:
SHEET NO.: 1 OF 4	





BRIDGE PLAN

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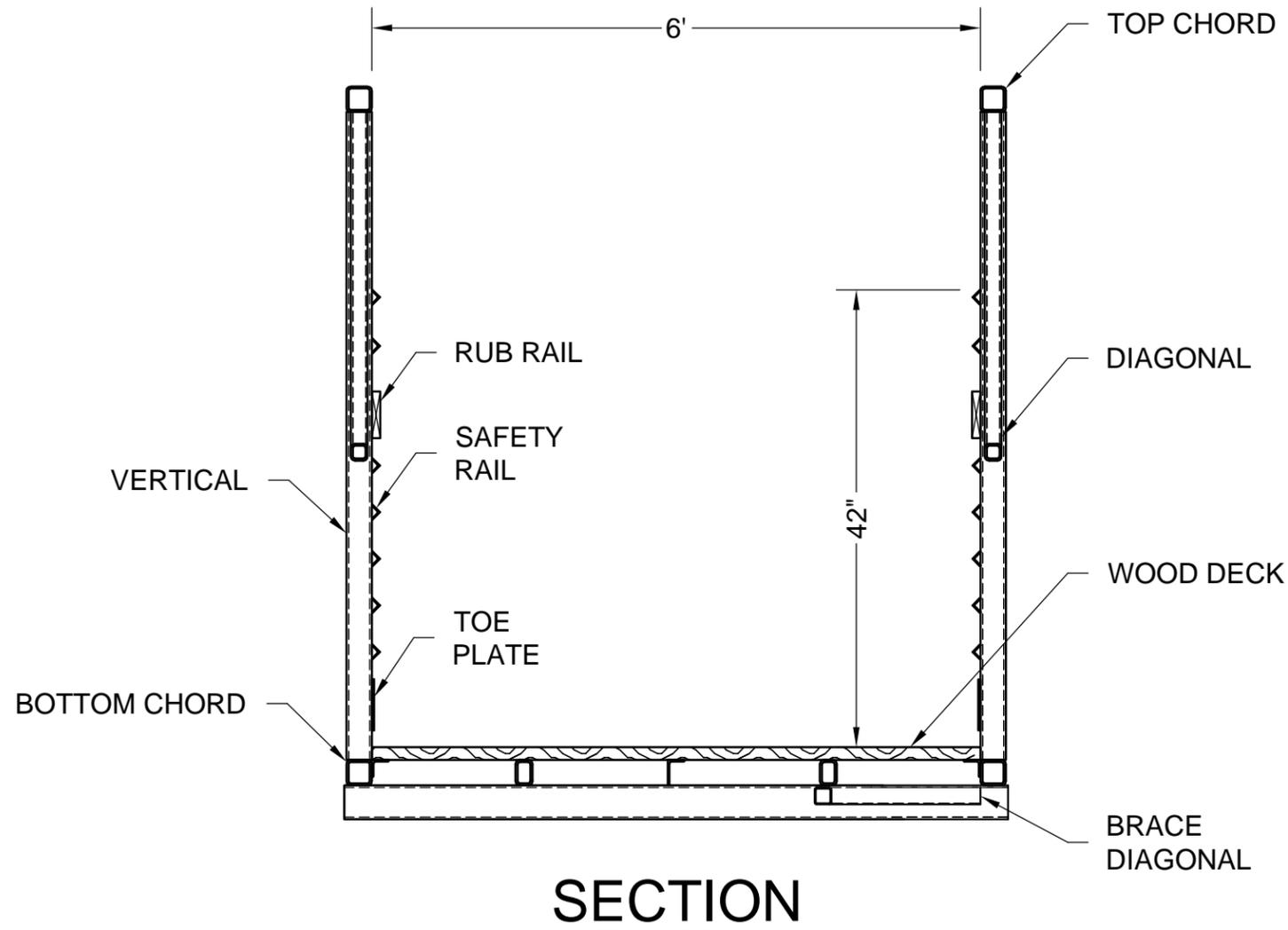
CONTINENTAL
BRIDGE

CONTECH
DYOB®
DRAWING

Capstone® 35' Span x 6' Width
Evans Creek Preserve
Pedestrian Bridge
Sammamish, Washington



PROJECT NUMBER: 131734	DATE: 12/20/2010
DESIGNED: DYOB	DRAWN: DYOB
CHECKED:	APPROVED:
SHEET NO.: 2 OF 4	



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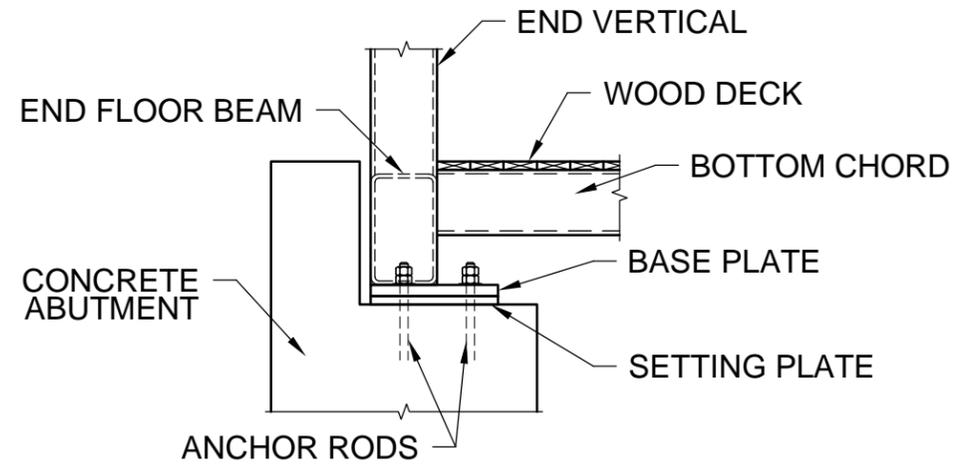
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CONTINENTAL
BRIDGE

CONTECH
DYOB®
DRAWING

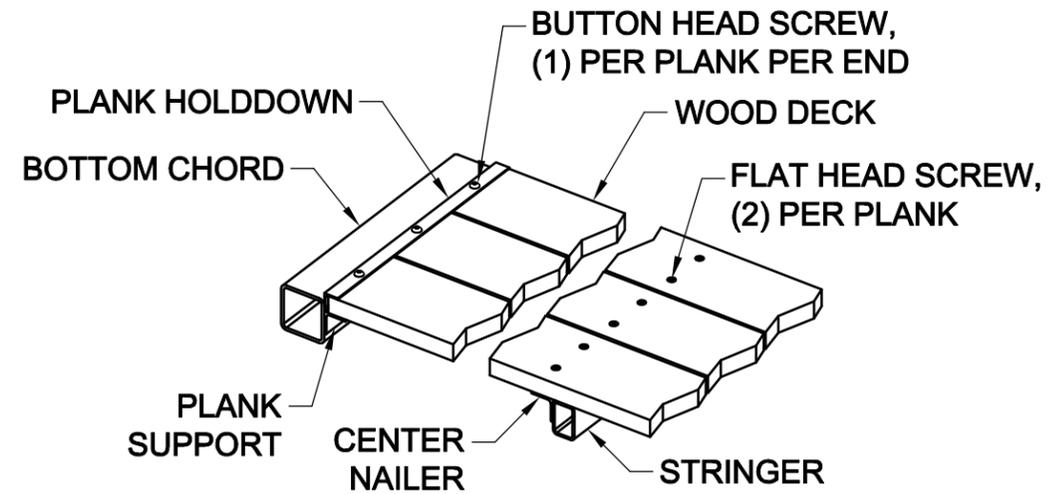
Capstone® 35' Span x 6' Width
Evans Creek Preserve
Pedestrian Bridge
Sammamish, Washington

PROJECT NUMBER: 131734	DATE: 12/20/2010
DESIGNED: DYOB	DRAWN: DYOB
CHECKED:	APPROVED:
SHEET NO.: 3 OF 4	

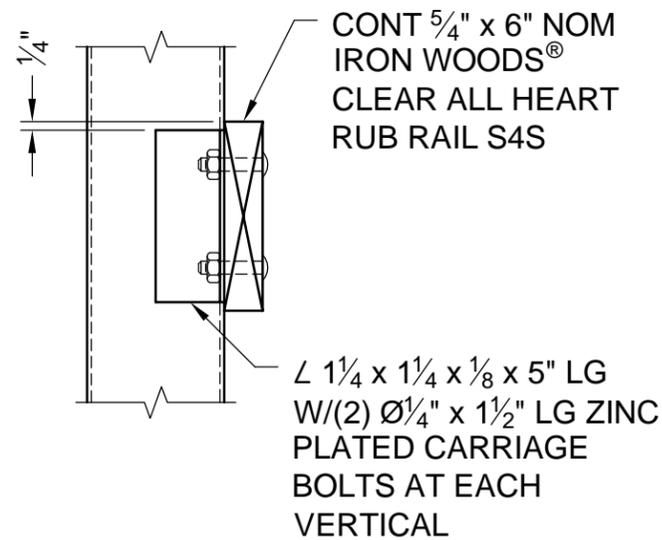


BEARING SIDE VIEW

INFORMATION PROVIDED FOR REPRESENTATION ONLY.
ACTUAL BEARING DIAGRAMS TO BE BASED ON FINAL DESIGN.



WOOD DECK DETAIL



RUB RAIL DETAIL

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CONTINENTAL
BRIDGE

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Pedestrian Bridge
Sammamish, Washington

PROJECT NUMBER: 131734	DATE: 12/20/2010
DESIGNED: DYOB	DRAWN: DYOB
CHECKED:	APPROVED:
SHEET NO.: 4 OF 4	





City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 8, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase I: Washington Trail Association Contract

Action Required: Authorize the City Manager to execute a contract with the Washington Trails Association to construct backcountry trails as part of the Evans Creek Preserve Phase I project.

Exhibits: 1. Contract

Budget: \$850,000 is allocated in the 2011-12 Parks CIP for the Evans Creek Preserve Phase I Project.

Summary Statement:

This is a contract with the Washington Trails Association (WTA) for trail construction as part of the Evans Creek Preserve Phase I project. Under this agreement WTA will lead 40 work parties (approximately 4,000 volunteer hours) to construct new trails at ECP in March and April. The amount of trail constructed under this agreement will largely depend on site conditions (ECP is fairly wet in places this time of the year). Our goal is to construct the primary loop trail (approximately 1 mile) under this initial agreement.

WTA works exclusively in the backcountry during the summer months, so for this reason their availability is limited to March and April only. Depending upon WTA availability and the amount of remaining trail construction, we may utilize WTA again in the fall to continue trail construction. Any additional work will be negotiated under a separate agreement.

WTA will begin trail construction on approximately March 1, 2011 and continue through the end of April. We are anticipating up to five work parties each week, consisting of 10 to 12 volunteers at each work party. We are currently working with WTA to assist with volunteer recruitment and are hoping to attract a large number of volunteers from the greater Sammamish community. WTA also maintains an extensive volunteer database and will likely draw from that pool to help fill the volunteer crews.

Background:

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized to construct the trails at Beaver Lake Preserve.



City Council Agenda Bill

Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight, and other necessary items such as work tools and safety equipment. The city will provide the materials needed to construct the trails in addition to support staff as needed during the spring trail construction project.

As an added benefit, a number of our maintenance staff and park planning staff will join the spring work parties to work and train alongside WTA staff. This cross-training opportunity will help prepare our own staff members to lead additional volunteer trail construction projects this summer. The proposed trail network is fairly extensive and we anticipate the need for volunteer construction work parties for the next several years.

Project Background/Overview:

Opening in the summer of 2011, Evans Creek Preserve is a new City park located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre Galley property, now known as Evans Creek Preserve, for \$1.5 million in 2000. With the addition of the nearby Department of Natural Resources property the site now totals approximately 179-acres.

The Master Plan Process was conducted from May to September 2009 to arrive at a preferred long-term strategy for Evans Creek Preserve, which was adopted by City Council on September 15, 2009. Soon after the master plan was adopted, city staff began working on the Phase I preliminary design and permit drawings.

The Evans Creek Preserve Phase I project includes the construction of a small upper parking lot (10 stalls), a pedestrian bridge crossing Evans Creek, construction of ADA and back country trails, and a storage shed.

The Phase 1 projected timeline for design through construction is as follows:

- Phase I Preliminary Design: Spring/Summer 2010 **(complete)**
- Phase I Construction Documents: Fall/Winter 2010 **(complete)**
- Phase I Permitting: Winter/Spring 2011 **(in progress)**
- Phase I Trail Construction in partnership with WTA: Spring 2011, Fall 2011 **(in progress)**
- Phase I Bid: Late Spring 2011
- Phase I Construction: Summer 2011
- Phase I Park Opening: Late Summer 2011

Financial Impact:

The contract with WTA is for \$28,600. A total of \$850,000 is allocated in the 2011-12 Parks CIP for the Phase I design and construction project. Plans, supplies/materials, and permits are not included in this contract.

Recommended Motion:

Authorize the City Manager to execute a contract with the Washington Trails Association to construct backcountry trails as part of the Evans Creek Preserve Phase I project in the amount of \$28,600.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Washington Trails Association

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

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

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

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

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

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

The City shall pay Contractor:

[Check applicable method of payment]

 According to the rates set forth in Exhibit "___"

 x A sum not to exceed \$28,600

 Other (describe): _____

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

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

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

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

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

Exhibit 1

7. **Record Keeping and Reporting.**

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

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

8. **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.

9. **Termination.**

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

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

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

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

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

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

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

12. **Conflict of Interest.** The City insists on the highest level of professional ethics from its Contractors. Contractor warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Contractor warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Contractor 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 Contractor'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.

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

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

Exhibit 1

15. **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.

16. **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 Contractor shall be sent to the following address:

Company Name Washington Trail Association
Contact Name Diane Bedell
Street Address 705 2nd Ave. Suite 300
City, State Zip Seattle, WA 98104
Phone Number 206.625.1367
Email diane@wta.org

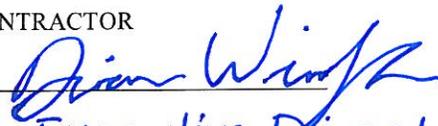
17. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and 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.

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

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR

By: _____

By: 

Title: City Manager

Title: Executive Director

Date: _____

Date: 2/10/11

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trail at Evan's Creek Preserve.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be, present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 4000 hours in 2011 (40 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at \$65.00 hr.



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: January 11, 2011

Originating Department: Admin Services

Clearances:

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

Subject: Professional Services Agreement for Indigent Defense Services

Action Required: Authorize the City Manager to sign the Agreement

Exhibits: 1. Professional Services Agreement

Budget: 2011 – 2012 Budget \$84,000

Summary Statement:

This is a Professional Services Agreement with the law firm of Stewart Beall MacNichols & Harmell to provide indigent defense services for those charged under City criminal ordinances who qualify for appointed counsel.

Background:

State law requires that the City provide indigent defense services for qualified individuals charged under City criminal ordinances.

Financial Impact:

The 2011 -2012 Budget includes \$84,000 for indigent defense services.

It is important to note that Stewart Beall MacNichols & Harmell have reduced their 2011 fee schedule by .5% from their 2010 Rates.

Recommended Motion:

Move to authorize the City Manager to sign the Professional Services Agreement for Indigent Defense Services

CITY OF SAMMAMISH
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Stewart Beall MacNichols & Harmell, Inc, PS hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor**. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment**. The City shall pay the Contractor for professional services as set forth in the Scope of Work. The Contractor shall submit a monthly invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement**. This Agreement shall be in full force and effect from January 1, 2011 through December 31, 2012.
4. **Independent Contractor**. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Insurance.** During the term of this Agreement and any extensions thereof, the Contractor shall secure and maintain a policy of comprehensive liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than \$1,000,000.00. Contractor shall furnish proof of insurance to the City.

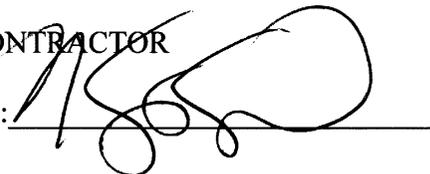
7. **Termination.**
 - A. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other sixty (60) days written notice.
 - B. Either party may terminate this Agreement without recourse by the other when performance is rendered impossible due to force majeure or other reasons beyond any party's reasonable control.

8. **Assignment and Subcontract.** This Agreement is between the City and the Contractor; it may not be assigned or transferred without the prior written consent of the City and Contractor. The Contractor, however, may assign to others specific work under this Agreement when necessary to do so due to workload or conflicts of interest. Any legal counsel associated with or employed by the Contractor shall have the authority to perform the services called for herein and Contractor may employ associated counsel to assist him at Contractor's expense. The Contractor and other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington.

9. **Contract Modification Clause:** The Washington Supreme Court is currently considering requirements related to providing Public Defense Services. In the event that new requirements are adopted, which modify how public defense services are to be provided, both the City and the Public Defender will work in good faith to address these requirements, which may include contract modification.

10. **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 party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

11. **Applicable Law.** 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.

CONTRACTOR
By: 

DATE: 2/7/11

Exhibit 1

N. Scott Stewart

Title: President

Tax Identification No. 911662874
CITY OF SAMMAMISH, WASHINGTON

By: _____
Ben Yazici, City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services

1. **General.** All indigent defendants charged under criminal ordinance (except land use code enforcement violations) of the City who qualify for appointed counsel and are screened on or after January 1, 2007 shall be referred to the Contractor. The Contractor shall provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing, and appeal to the Superior Court, if necessary.
2. **24-Hour Telephone access.** The Contractor shall provide to the Sammamish Police Department a telephone number or numbers at which an attorney can be reached twenty four (24) hours each day for "critical stage" advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.
3. **Compensation.** Contractor shall provide under this Agreement the following services: bail hearings, pretrial meetings, motions, trials, sentencing, reviews and appeals. The City shall pay to the Contractor for these services:
 - a. A base payment of \$1,592.00 per month, which shall include the first fifteen (15) cases appointed per month. Each additional case above fifteen shall incur a fee of \$144.00 per appointed case. The base assumption for these figures is that a regular court calendar will be held one day per week at the Issaquah District Court, with one additional conflicts calendar and jury call calendar per month. In the event that the Court adds additional day or days, the compensation shall be increased by \$358.00 for each additional one-half day calendar and \$517.00 for each additional full day calendar.
 - b. Unscheduled Calendars, where the Court requires defense counsel to appear and represent in custody defendants at arraignment and other hearings on short notice will result in an additional fee of \$179.00.
 - c. Jury trials before the District Court shall incur an additional \$348.00. Jury trials include any matter set for trial where a jury is impaneled or the case is dismissed subsequent to jury call.
 - d. Appeals in which a brief is filed shall incur a fee of \$497.00.
 - e. Transcript preparation, service of process and any other reasonable costs as provided by the Court are reimbursable costs and not included in the base fees established in A, B, C or D above.

- f. **Discovery Provided.** The City shall provide to the Consultant at no cost one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.

- g. **Applicant Screening.** An independent screening process established by the City shall determine determination of indigence for eligibility for appointed counsel under this Agreement. Should the Attorney determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege, the Attorney shall so advise the City to reconsider the screening of that particular individual.

- h. **Attorney Conflict.** In the event the representation of a defendant hereunder raises a conflict of interest such that the attorney cannot ethically represent the defendant, said defendant shall be referred back to the/city for assignment, without cost to the Attorney. Nothing in this Section shall preclude the Court from assigning other public defense counsel to a defendant in case of conflict.



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 10, 2011

Originating Department: Public Works

Clearances:

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

Subject: Renew contract with RH2 Engineering Inc. for 2011 and 2012 Ebright Creek and Wetland 61 monitoring.

Action Required: Authorize the City Manager to execute a small works roster contract agreement, in an amount not to exceed \$29,671.00, with RH2 Engineering Inc., for years 2011 and 2012 Ebright Creek and Wetland 61 monitoring.

Exhibits: 1. Small Works Roster Consultant Contract, signed by RH2 Engineering Inc.

Budget: \$40,000 and \$60,000 for Water Quality Monitoring is included in the City Council's recently adopted 2011 and 2012 budgets, respectively. The 2011-2012 budgeted amounts are \$70,000 greater than the proposed contract amount.

Summary Statement:

This contract for stream and wetland monitoring is intended to satisfy the City's requirement to monitor under the Sammamish Common's Settlement Agreement dated March 30th, 2005. The monitoring includes stream flow and temperature data for Ebright Creek, and water surface elevation data for Wetland 61.

Background:

When the City was developing the Sammamish Commons site; two groups came forward with concerns of downstream impacts to wetlands and Ebright Creek. The two groups, Friends of Pine Lake and the Lancaster Ridge Homeowners Association, entered into a settlement agreement with the City that included the requirement for the City to conduct monitoring on Wetland 61 and Ebright Creek. The pertinent section of the agreement is included here for reference:

Section 2 of the agreement states:

"As soon as possible, but no later than October 1, 2005, the City agrees to begin hydrology monitoring of Wetland 61 and stream monitoring of flow rates for Ebright Creek. This monitoring is to be undertaken by a qualified hydrologist. The hydrology monitoring for the wetland should follow the same protocol established in the previous monitoring which was conducted jointly by the Wetlands Management Research Program of the Washington State



City Council Agenda Bill

Department of Ecology, King County Water and Land Resources Division, and the University of Washington. Such monitoring shall include calculation of the water level fluctuations in Wetland 61 and an assessment of the impacts of such fluctuations.”

To continue to meet the above requirements, the City is proposing to contract with RH2 Engineers for two years of stream flow monitoring in Ebright Creek and water surface elevation monitoring in Wetland 61.

Financial Impact:

\$100,000 is included in the Surface Water Management Monitoring Program budget in the recently adopted 2011-2012 budget. The total contract “not to exceed” amount is \$29,671.00, \$70,000 under the budgeted amount.

Recommended Motion:

Move to authorize the City Manager to execute and manage the contract with RH2 Engineering Inc. for the monitoring of Ebright Creek and Wetland 61 in an amount not to exceed \$29,671.00, including a management reserve amount of \$3,000.00 to be used to cover unexpected vandalism and/or storm repair costs.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: RH2 Engineering Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and RH2 Engineering 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 " "

 X A sum not to exceed \$29,671

 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, 2013, 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

Exhibit 1

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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 RH2 Engineering, Inc.
Contact Name Jon Lowry
Street Address 12100 NE 195th Street, Suite 100
City, State Zip Bothell, WA 98011
Phone Number (425) 951-5420
Email jlowry@rh2.com

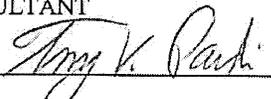
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: 

Title: City Manager

Title: Vice President

Date: _____

Date: 2/10/11

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A-1
Scope of Work
City of Sammamish
Ebright Creek Stream Monitoring and
Wetland 61 Elevation Monitoring
Professional Engineering Services
February 2011

BACKGROUND

Ebright Creek flows directly into Lake Sammamish within the City of Sammamish (City) city limits. In 2004, Friends of Pine Lake (FOPL) contracted with RH2 Engineering, Inc., (RH2) to conduct continuous water quality monitoring in the creek. Additionally, in November 2009, FOPL requested and paid for the cost for RH2 to purchase and install the equipment necessary for continuous stream flow monitoring in Ebright Creek.

Back in January 2010, the City notified FOPL that it had allocated funding to continue this monitoring and the City proceeded to contract directly with RH2. For 2011 the City has agreed to cover the cost for monitoring water temperature and stream flow. However, rather than renting the necessary monitoring equipment from FOPL, the City will purchase their own pressure transducer and water temperature data logger as part of this SOW. The City will not be responsible for costs associated with additional water quality parameters monitored at Ebright Creek. In addition to funding the continuation of water temperature and flow monitoring in Ebright Creek, the City has agreed to compensate RH2 for data collected from January 1, 2011 through February 15, 2011 for a set fee that includes the costs of equipment maintenance, calibration, download and data management. This work and fee is included as **Task 4** below.

During the summer of 2010, RH2 installed a water level monitoring station in Wetland 61, located directly west of the City's commons building. This Scope of Work (SOW) includes continued maintenance of this monitoring station, as described in **Task 3**.

This SOW and attached Monthly Fee Estimate provide a breakdown of the anticipated monthly monitoring activities and the resulting monthly costs for conducting this monitoring.

Per the City's request, data will be provided to the City in raw data files and Microsoft Excel format every 3 months. RH2 will not be responsible for any data analysis or interpretation for the City nor for FOPL.

The major project elements include the following.

1. Installation of a stream gauging station, with a water temperature logger, on lower Ebright Creek; including the purchase of necessary equipment.
2. Maintaining and downloading a stream gauging station in Ebright Creek.
3. Maintaining and downloading a wetland water level monitoring station in Wetland 61.
4. Providing water quality and stream flow data to the City for January 1, 2011 through February 15, 2011.

PROJECT SCOPE**Task 1 – Gauging Station Installation**

RH2 will install a new stream gauging station with a water temperature data logger on lower Ebright Creek. The activities anticipated for this task include the purchase of a pressure transducer and water temperature data loggers and the assembly and installation of a gauging station stilling well at the monitoring location. The equipment that will be installed at this site is an In-Situ Level Troll 500 pressure transducer inside a PVC stilling well and an Onset Hobo Water Temperature Logger. A price quote for purchasing this equipment has been included as an attachment and in the associated fee estimate.

Task 1 Deliverables

Stream gauging station and water temperature data logger installed on lower Ebright Creek.

Task 2 – Stream Flow and Temperature Monitoring

RH2 will maintain the stream flow gauging station on Ebright Creek that will be installed per Task 1 above. The activities anticipated for this task include one monthly site visit to verify that the gauging station is in good working order and has not been damaged due to debris in the creek or vandalism and to measure a calibration stream flow measurement.

This task includes the following activities.

1. Gauging station maintenance and download.
2. Calibration flow measurements for flow rating curve development.
3. Data management.
4. Equipment rental.

Note: This SOW and Monthly Fee Estimate assumes that the equipment at this site will continue to function properly and will not be damaged due to debris in the creek or vandalism. If damage to the monitoring equipment occurs, the City will be responsible for the cost of its repair or replacement. RH2 bears no responsibility for costs associated with equipment repair or replacement.

Task 2 Deliverables

Gauging station, flow measurement and water temperature raw data files and Microsoft Excel files.

Task 3 – Wetland 61 Monitoring Station

RH2 will maintain the existing water level monitoring station in Wetland 61. The equipment installed at this site is an In-Situ Level Troll 500 pressure transducer inside a PVC stilling well. The City owns this equipment. The activities anticipated for this location will include one site visit every 3 months (4 per year) to verify that the monitoring station is in good working order and to download water level data from the transducer.

Each site visit will include the following activities.

1. Instrumentation download.
2. Data management.

Note: This SOW and Monthly Fee Estimate assumes that the equipment at this site will continue to function properly and will not be damaged due to debris in the wetland or vandalism. If damage to the monitoring equipment occurs, The

City will be responsible for its replacement. RH2 bears no responsibility for costs associated with equipment repair or replacement.

Task 3 Deliverables

Water level monitoring station raw data files and Microsoft Excel files (every 3 months).

Task 4 – Provide Flow and Water Quality Data for January 1, 2011 through February 15, 2011

Data collected at the water quality and stream flow monitoring stations on Ebright Creek from January 1, 2011 through February 15, 2011 will be provided to the City for a set fee that includes the costs incurred for collecting and managing the data and equipment rental. The total cost for this task is not to exceed \$1,000.

Task 4 Deliverables

Water quality monitoring station and flow monitoring station raw data files and Microsoft Excel files for January 1, 2011 through February 15 2011.

Management Reserve

The City has designated an additional management reserve of \$3,000 for this project that is included in the total “not to exceed” costs below. However, this reserve may only be used with written prior authorization from the City.

PROJECT SUMMARY AND SCHEDULE

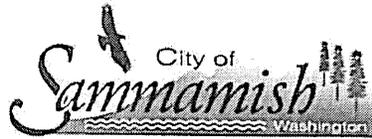
The monitoring costs associated with this project will be paid by the City beginning February 16, 2011 and will continue for approximately 2 years, for a total cost not to exceed \$29,671 which includes the costs described in the attached Fee Estimate.

EXHIBIT A-2

**City of Sammamish
 Ebright Creek Stream Monitoring and
 Wetland 61 Water Elevation Monitoring
 Estimate of Time and Expense**

Description		Aquatic Scientist Professional III	Total Hours	Total Labor	Equipment Purchase	Total Expense	Total Cost
Classification							
Task 1	Gauging Station Installation						
1.1	Well Housing Assembly and Installation	5	5	\$ 720	\$ -	\$ 64	\$ 784
1.2	Calibration Flow Measurement for Flow Rating Curve Development	1	1	\$ 144	\$ -	\$ 4	\$ 148
1.3	Equipment Purchase	1	1	\$ 144	\$ 2,500	\$ 4	\$ 2,648
Subtotal		7	7	\$ 1,008	\$ 2,500	\$ 71	\$ 3,579
Task 2	Stream Flow and Temperature Monitoring (Monthly)						
2.1	Instrumentation Download and Assessment	3	3	\$ 432	\$ -	\$ 57	\$ 489
2.2	Calibration flow measurement	1	1	\$ 144	\$ -	\$ 24	\$ 168
2.3	Data Management	1	1	\$ 144	\$ -	\$ 4	\$ 148
Subtotal		5	5	\$ 720	\$ -	\$ 84	\$ 804
Task 3	Wetland 61 Monitoring (Once Every 3 months)						
3.1	Instrumentation Download	2	2	\$ 288	\$ -	\$ 15	\$ 303
3.2	Data Management	1	1	\$ 144	\$ -	\$ 4	\$ 148
Subtotal		3	3	\$ 432	\$ -	\$ 18	\$ 450
Task 4	Data for January 1, 2011 through February 15, 2011						
4.1	Data in Microsoft Excel Format	-	-	\$ -	\$ -	\$ 1,000	\$ 1,000
Subtotal		-	-	\$ -	\$ -	\$ 1,000	\$ 1,000

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: _____

<i>Finance Dept.</i>	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-1108443

Social Security No.: _____

Print Name: Kris Nordlund

Title: Bookkeeper

Business Name: RH2 Engineering, Inc.

Business Address: 12100 NE 95th St, Ste 100, Bothell, WA 98011

Business Phone: 425-951-5398

2/10/11
Date

Authorized Signature (Required)

COUNCIL MINUTES

Regular Meeting

January 4, 2011

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross, John Curley, John James, Tom Odell, and Michele Petitti.

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

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor Whitten led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Odell seconded. Motion carried as amended unanimously 7-0.

Amendment: Councilmember Odell requested Item 4 Contract for Landscape Maintenance be removed from the Consent Agenda. Deputy Mayor Whitten requested Item 2 Final Plat Approval for Trossachs Division 14 be removed from the Consent agenda. These items will be placed after Proclamations and Proclamations.

Student Liaison Reports

- Skyline High School
Skyline just returned from Winter Break. Students participated in the State "Math is Cool" competition. The school placed very well. Student Will Parker received a scholarship and an intern with the SeaHawks. Students are planning winter Tolo. They are also working on ideas to raise money for Skyline Student Scholarship program.
- Student Government Representatives from Redmond High School attended the meeting to see how local government works.

Proclamations/Presentations

- *Report: Association of Washington (AWC) Cities Executive Director*
The Chief Executive Officer Mike McCarty made a presentation to City Manager Ben Yazici for serving as President of the Association. Mr. McCarty explained that 100% of Washington Cities are members of the Association. Mayor Don Gerend is the current Secretary on the board.
- *Presentation: Transportation Improvement Board Presentation/244th Avenue Project*
Public Works Director/Transportation Improvement Board Member Laura Philpot presented the city with a plaque commemorating the collaborative grant effort for the 244th Avenue SE Project.
- *Presentation: Parks & Recreation Association Award*
Parks & Recreation Director Jessi Richardson presented staff member Joanna Putoff with the Outstanding Professional of the League by the Washington State Association of Parks & Recreation.
- *Election: Deputy Mayor for 2011*
Mayor Don Gerend asked for nominations for Deputy Mayor. Deputy Mayor Whitten nominated Tom Odell. Councilmember James seconded. Motion carried unanimously 7-0.

Public Comment

C.J. Kahler, Representing Sammamish Cares, This organization is a collaboration between the City of Sammamish, Sammamish Kiwanis, Sammamish Rotary, Faith in Action and Habitat for Humanity Eastside. These organizations will provide help for residents who can no longer make routine repairs to their property, either due to age, infirmness or monetary incapacity. This will help to avoid costly code enforcement penalties. The city's Volunteer Coordinator Dawn Sanders, will intake the requests for assistance. These requests will then be passed on to Sammamish Cares. The group has applied for and received a \$5,000 grant. Sammamish Cares will not do any screening, the help will be limited to homeowners and this will be a one-time offer.

Consent Calendar

Payroll for period ending 15, 2010 for pay date December 20, 2010 in the amount of \$238,646.77

Approval: Claims for period ending December 16, 2010 in the amount of \$1,365,217.79 for Check No.28069 through No.28196

Approval: Claims for period ending January 4, 2011 in the amount of \$1,800,000.39 for Check No.28197 through No.28288

~~Resolution: Granting Final Plat Approval To The Plat Of Trossachs Division 14~~

Resolution: Accepting the NE 19th Drive Phase 2 Neighborhood Traffic Management Program Street Improvement Program as complete

~~Contract: Right of Way Landscaping Maintenance/Northwest Landscaping~~

Contract: Stormwater System Cleaning/Bravo Environmental

Amendment: On Call Electrical/ANM

Approval: Minutes for December 7, 2010 Regular Meeting

Approval: Minutes for December 14, 2010 Special Meeting

MOTION: Councilmember Curley moved to approve the consent calendar. Councilmember Cross seconded. Motion carried unanimously 7-0.

Contract: Right of Way Landscaping Maintenance/Northwest Landscaping

Councilmember Odell pointed out to Council that this contract represents the on-going cost of maintaining right-of-way landscaping. He questioned whether this cost will continue to escalate. He also wanted to point out that this contract amount is not as high as some residents might believe.

MOTION: Councilmember moved to authorize the City Manager to execute a contract with Northwest Landscaping in an amount not to exceed \$95,000. Councilmember seconded. Motion carried unanimously 7-0.

Resolution: Granting Final Plat Approval To The Plat Of Trossachs Division 14

Councilmember Whitten and Curley raised questions about the tree retention and dirt removal from the plat site. Councilmember Whitten would like to see the original dirt and vegetation remain. Assistant City Manager/Director Kamuron Gurol explained that the developer is adhering to current requirements.

MOTION: Councilmember James moved to approve the resolution granting final plat approval to Trossachs 14. Councilmember Whitten seconded. Motion carried unanimously 7-0.

Unfinished Business - None

New Business

Ordinance: First Reading Temporarily Authorizing Fundraising Signs In Certain Zones Of The City; And Declaring An Emergency

Deputy City Manager Pete Butkus gave the staff report. This draft ordinance is being presented at Council direction to allow for signs on private property for the purposes of raising funds for a community purpose. The sign may be as large as 32 square feet. This is the first reading of this emergency ordinance, which would be in place for six months. Council must also set a date for the public hearing. Since it is an emergency ordinance, Council could move to suspend their rules and pass the ordinance tonight.

MOTION: Councilmember Cross moved to suspend the rules and pass the ordinance on first reading as well as setting a public hearing date for February 15, 2011 and amend Section 4d limit the sign duration to six months. Councilmember Petitti seconded.

AMENDMENT: to amend the motion to allow for other non-profits that are supporting a public activity. Motion carried as amended 5-2 with Deputy Mayor Odell and Councilmember Whitten dissenting.

Councilmember Whitten and Deputy Mayor Odell expressed concern over the lack of restrictions in this ordinance. City Attorney Bruce Disend explained that this emergency ordinance is designed as an interim step to meet a pressing goal. The Planning Commission will consider this ordinance in greater detail.

Council Reports

Councilmember Cross urged everyone to sign up for the email alerts on the city's website. He found it very helpful during the recent snow storm.

Mayor Gerend asked for volunteers for the Public Safety Committee. If no one else expresses an interest, he and Deputy Mayor Odell will remain on the board. Mayor Gerend and Deputy Mayor Odell will continue on as representatives for Suburban Cities Association. He asked for volunteers for the Finance Committee to contact him before the next meeting.

City Manager Report

Assistant City Manager Kamuron Gurol gave an update on the Shoreline Master Plan process. Public Works Director Laura Philpot gave an update on the Maintenance and Operations Facility. City Manager Ben Yazici reported that the retreat will most likely be held in Suncadia Resort on February 3 – 5. He will be working on the agenda.

Meeting adjourned at 8:30 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



STUDY SESSION NOTES

Study Session January 11, 2011

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

Open Study Session

6:30 pm

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.

No public comment

Topics

- **Update: Connectivity Process**

Public Works Director Laura Philpot gave the staff report. There was significant public comment regarding the proposed removal of the 32nd Street Barricade.

Council recessed for 5 minutes.

- **Presentation: Community Centers**

This topic was deferred to a later meeting.

Adjournment

10:00 pm

COUNCIL MINUTES

Regular Meeting January 18, 2011

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Tom Odell, Councilmembers Mark Cross, John Curley, John James, Michele Petitti and Nancy Whitten.

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

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Curley led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 7-0.

Student Liaison Reports

Proclamations/Presentations

- Waste Management Presentation: Susan Robinson with Waste Management presented information on their recycling program and the outreach and education efforts being conducted by the company. A PowerPoint presentation is available on the city's website at www.ci.sammamsih.wa.us

Public Comment

- **Donna Davis:** She expressed her concerns with money that could potentially be spent on the Freed House restoration, new fees for Senior Citizens Pet Licenses, and the socks on trees by Starbucks.
- **Shelly Kind:** She represented Muscular Dystrophy Association and thanked the City for their participation and the generosity of the city/citizens during the "fill the boot". She presented Mayor Gerend with a plaque.

Consent Calendar

- Payroll for period ending December 31, 2010 for pay date January 5, 2011 in the amount of \$251,646.25
- Approval: Claims for period ending January 18, 2011 in the amount of \$2,186,108.60 for Check No.28289 through No.28424
- Interlocal: Surplus Property Services/State of Washington
- Contract: Domestic Violence Advocate/Leyton

MOTION: Deputy Mayor Odell moved to approve consent agenda. Councilmember Petitti seconded. Motion carried unanimously 7-0.

Public Hearing

Ordinance: First Reading Repealing The Transfer Of Development Density Credits Regulations And Adopting Transfer Of Development Rights Regulations Codified Into Chapter 80 Of Title 21A Of The Sammamish Municipal Code

Community Development Director Kamuron Gurol gave the staff report. The Transfer Development Rights regulations and Interlocal Agreement were discussed together. Geographic areas for sending and receiving sites were presented visually (map) and a market analysis was included in the packet materials. A copy of the PowerPoint presentation is available on the city's website at www.ci.sammamish.wa.us. Development Regulations would be codified in the Sammamish Municipal Code as chapter 21A.80, and authorize sending sites within the City or unincorporated King County to transfer density into the Town Center. There was an additional sending site area to the south that was discussed and up for consideration. There is currently one receiving site (Town Center). Concurrency failure and Levels of Service were also discussed. Public outreach will be available to those who are interested, and King County has a large amount of information on their website as well. Mayor Gerend was impressed with the creative option in that if a sensitive area that was purchased for development rights shifts course, and the property owner would like to buy replacement development rights back, then they can purchase them from a different landowner who has an equivalent constraint/public benefit e.g. (stream) sensitive area on the adjacent property.

Darren Greevy with King County answered questions regarding running the TDR program and County properties (Dept. of Natural Resources) property that would be considered for sending sites.

Public Hearing comments/letters are available upon request by contacting Deputy City Clerk Stacy Herman directly at 425-295-0512 or Sherman@ci.sammamish.wa.us.

Public Hearing opened at 7:20 p.m. and was continued to the February 8, 2011 Special Meeting. There was no public comment.

Deputy Mayor Tom Odell requested to modify the language in 21A.80.090 (C)(1) “The Director is authorized to recommend to the Council a revised incentive table for addressing changing economic conditions or to further to refine the receiving site incentives”. There was consensus among the councilmembers, but there was no formal action, as the public hearing was continued to February 8, 2011.

Councilmember James offered an amendment to delete Zone D from the table in 21A.80.090 (B)(1i) Table A – Receiving site incentive table. He would like it to remain a sending site. There was consensus among the councilmembers, but there was no formal action, as the public hearing was continued to February 8, 2011.

Councilmember James agrees with Zone D for sending site, just not a receiving site. Councilmember Whitten expressed that we may want to keep that option open for the “D” zone to be included in the receiving site e.g. “Kellman” property.

Councilmember Cross discussed multipliers and what will work. Councilmember Whitten would like to see a cap on total number of units that could be built into the Town Center. Community Development Director Kamuron Gurol explained the cap that is currently built into the TDR plan. Councilmember Whitten has concerns with build out and road capacity.

Community Development Director Kamuron Gurol re-capped the following amendments the council had recommended.

- Some form of a cap
- 21A.80.090 (C) (1) – Amending the language from an administrative authorization to legislative authorization for revising the table
- Take Zone D out of the receiving zone table (21A.80.090 (B)(1i) Table A) – Receiving site incentive table
- Add Zone D as a sending site
- Remove Zone A out of the receiving zone table (21A.80.090 (B)(1i) Table A) – Receiving site incentive table

Councilmember Cross requested a copy of the conservation easement language included in the TDR regulations, which was provided to him by Senior Planner Evan Maxim.

New Business

- **Interlocal: Transfer of Development Rights with King County**

Community Development Director Kamuron Gurol provided information on this item during the Transfer of Development Rights presentation, which is also included in the PowerPoint on the city’s website at www.ci.sammamish.wa.us. The city council discussed the light green and dark

green properties included in the PowerPoint presentation and decided to delete the property to the south referred to as “additional area” (exhibit 1) in the Powerpoint.

Deputy Mayor Odell would like to discuss the area located (light green area to the south) at the next joint meeting with the Issaquah City Council.

MOTION: Councilmember James moved to remove the additional proposed land area (light green cross-hatched area) that is located to the south depicted in the colored map, exhibit #1 (PowerPoint presentation) and removing B (2) verbiage from the Interlocal agreement except for the section that refers to Sammamish farm land and agriculture products for the Farmer’s Market and that could be added to paragraph #1 and allow for staff to create language to be included. Councilmember Curley seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Whitten requested to postpone adoption of the Interlocal until the second reading of the TDR Ordinance. Deputy Mayor Odell seconded. Motion failed 2-5 with Deputy Mayor Odell and Councilmember Whitten dissenting.

MOTION: Authorize the City Manager to sign the Transfer of Development Rights Interlocal Agreement with King County (as amended), and make any minor edits that may be required by King County or the City pending final legal review, to allow for successful implementation. Motion carried 6-1 with Councilmember Whitten dissenting.

Council Reports

Mayor Gerend reported that Councilmembers Curley, Petitti and Cross will be attending the Finance Committee meetings.

Meeting adjourned at 9:30 p.m.

Stacy Herman, Deputy City Clerk

Donald J. Gerend, Mayor



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 8, 2011

Originating Department: City Manager

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Public Hearing on previous passage of an emergency Ordinance O2011-296 RE: Authorizing Fundraising Signs in Certain Zones

Action Required: Hold a Public Hearing within 60 days of passing the emergency Ordinance – as required by state law.

Exhibits: 1. Ordinance O2011-296

Budget: None at this point

Summary Statement:

The City Council by adoption of an emergency Ordinance (O2011-296) dealing with land use started a state-mandated “clock” during which time a Public Hearing to gather input on the adopted Ordinance must be held. This date is the date/time established for such Public Hearing.

Background:

In December 2010 the City Council conceptually approved a change in land use law to permit fundraising signs in certain residential areas. On January 4, 2011 in compliance with the previous conceptual support, the Council considered and passed an emergency Ordinance allowing such uses for up to 6 months.

Financial Impact:

None by this action.

Recommended Motion:

No motion recommended.

The Purpose of this Public Hearing is to gather input from the public on the emergency Ordinance. If, based on the Hearing, there is a desire to provide additional input to the Planning Commission as it reviews this land use regulation change, this would be an appropriate time to express such changes, discuss them and provide direction by a motion that such information be provided to the Planning Commission.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2011 - 296

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, TEMPORARILY AUTHORIZING
FUNDRAISING SIGNS IN CERTAIN ZONES OF
THE CITY; AND DECLARING AN EMERGENCY**

WHEREAS, the City owns the historic Freed Farmhouse; and

WHEREAS, the current location of the house is inappropriate and the house must be moved; and

WHEREAS, the house is also in need of restoration; and

WHEREAS, the Sammamish Heritage Society has offered to conduct fundraising to move the house and restore it; and

WHEREAS, the City Council has budgeted City funds for moving and restoration of the Freed Farmhouse, but said funds will have to be supplemented by substantial additional funds raised by the Heritage Society or others as necessary for restoration of the Freed Farmhouse; and

WHEREAS, it has been proposed to place a sign at the current location of the house indicating that a fundraising effort is ongoing; and

WHEREAS, RCW 35A.63.220 provides that the City may adopt temporary interim zoning controls provided that a public hearing on the interim zoning ordinance is held within sixty days of its adoption; and

WHEREAS, an interim zoning ordinance may be effective for not longer than six months unless renewed in accordance with RCW 35A.63.220; and

WHEREAS, leaving the Freed Farmhouse in its present location, and without restoration, will result in further deterioration of the house and continue the undesirable impacts on neighboring properties; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety, and welfare to adopt interim zoning regulations, on an emergency basis, in order to forestall further damage; and

WHEREAS, an additional purpose of this ordinance is to provide for the ability of any qualifying organization, utilizing a fundraising sign as defined herein, to erect such sign when it raises money to support a project or activity in a city government-owned building or a building on city-owned land;

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

Section 1. Fundraising Signs Authorized – Applicability. Fundraising signs are hereby authorized in R-6, R-8, R-12, and R-18 zones as provided in the following sections of this Ordinance.

Section 2. Definition of Fundraising Sign. For the purposes of this ordinance, “fundraising sign” is a sign that is erected by a nonprofit or not-for-profit organization for the purposes raising money to support a cause or purpose promoted by the nonprofit or not-for-profit organization.

Section 3. Location. Fundraising signs authorized by this Ordinance are subject to the following location requirements:

- A. Fundraising signs may only be located on property zoned R-6, R-8, R-12, and R-18;
- B. Any fundraising sign authorized located on a street corner or driveway shall conform to with Chapter 14.01 SMC, Public Works Standards, and SMC 21A.25.220, sight distance requirements; and
- C. All signs shall be located on private property with the written permission of the property owner.

Section 4. Specifications for Fundraising Signs. Fundraising signs authorized by this Ordinance may be attached to a wall or be free standing signs subject to the following design specifications:

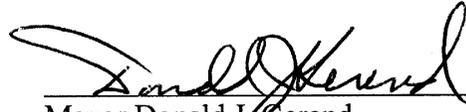
- A. All signs shall be limited to an area of thirty-two (32) square feet;
- B. Signs shall not be illuminated;
- C. All signs shall be constructed of wood or a similar material;
- D. Display of the sign is limited to a maximum of six (6) months;
- E. Freestanding signs shall not exceed a height of eight (8) feet; and,
- F. Freestanding signs shall be located outside of required zoning setbacks.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This ordinance, being an emergency ordinance necessary for the public health, safety, and welfare, shall take effect and be in full force immediately.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 4th DAY OF JANUARY, 2011.**

CITY OF SAMMAMISH



Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:



Melonie Anderson, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 22, 2010
First Reading:	January 4, 2011
Passed by the City Council:	January 4, 2011
Date of Publication:	January 10, 2011
Effective Date:	January 15, 2011



City Council Agenda Bill

Meeting Date: February 15, 2011

Date Submitted: February 9, 2011

Originating Department: City Manager

Clearances:

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

Subject: Freed House, Landmark Status

Action Required: Review staff report and background papers

Exhibits:

- (1) Interlocal Agreement of April 2008. Please note specifically Section 2, A, 2, setting forth how appeals are to be handled.
- (2) King County Landmark Process paper

Budget: Anticipated to be around \$500 to process the application, hold a public hearing (legal notice required) and issue a formal status. All of this to be done by King County as per the Interlocal Agreement with Sammamish dated April 2008.

Summary Statement:

The City entered into an Interlocal Agreement with King County for "Landmark Services" in April 2008. The City has met its responsibilities as set forth in Section 2. Now, an application for "Landmark Status" is pending before the King County Landmarks Commission (Commission).

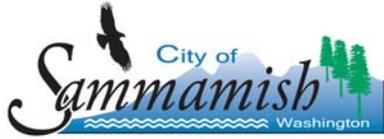
Background:

Normally, this would be a simple staff action to authorize the Landmarks Commission to proceed. The complicating factor is that the Freed House is currently under ownership and control of the City of Sammamish (lacking a lease or other agreement with another party). If the Commission takes an action and that action is appealed, the appellant body is the Sammamish City Council.

Given the potential for a perceived conflict of interest, staff suggests that the City Council consider the matter and by motion make a statements that will clarify the status of the City Council's involvement in this matter (see Motion, page 2).

Financial Impact:

Anticipated to be around \$500.



City Council Agenda Bill

Recommended Motion:

Move to:

- Advise the King County Landmarks Commission, acting under Interlocal Agreement for the City of Sammamish in Landmark matters, that the City Council has no objections with the Commission considering "Landmark Status" for the Freed House.
- Further, that if there is an appeal of the action(s) of the Commission, the City Council will hear the appeal as provided for in the Interlocal Agreement without prejudice.

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the city for the benefit of present and future generations; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, the City has elected to contract with the County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. At the request of the City, the County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.), Chapter 20.62 within the City limits.
2. City's Responsibilities
 - A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. The ordinance shall provide that the King County Landmarks Commission, with

the addition of a special member, acting as the City of Sammamish Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

- 1) Provision for the appointment of a special member to the Commission as provided by K.C.C. Chapter 20.62.030.
- 2) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the City Council.
- 3) A provision for penalties for violation of the certificate of appropriateness procedures (K.C.C. Chapter 20.62.080).
- 4) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect historic buildings, structures, objects, sites, districts, or archaeological sites to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting historic buildings, structures, objects, sites or districts.

B. Appoint a Special Member to the Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. Chapter 20.62 such Special Member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the City, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.

C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support landmarking activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness applications to alter, demolish, or move any significant feature of a landmark property within the City limits.
- C. Act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the city limits.
- D. Review and approve all applications to the King County Landmark Loan Program.
- E. Review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be

forwarded to the city official responsible for the issuance of building and related permits

4. Compensation

- A. Costs. The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement to the County for labor costs shall be revised annually. Addendum A contains 2003 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 2003 maximum cost to the City for reimbursable services.
- B. Billing. The County shall bill the City quarterly. The quarterly bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. Indemnification.

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- B. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental

or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

- 6. Duration. This agreement is effective beginning upon execution, and shall be reviewed annually.
- 7. Termination. Either party may terminate this agreement by forty-five (45) days written notice from one party to the other.
- 8. Administration. This agreement shall be administered for the County by the Director of Business Relations and Economic Development, or the director's designee, and for the City by the City Manager or the manager's designee.
- 9. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

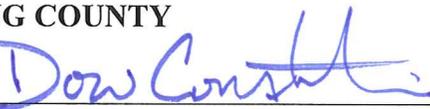
IN WITNESS WHEREOF, the parties have executed this agreement this 2nd day of April, 2008.

CITY OF SAMMAMISH

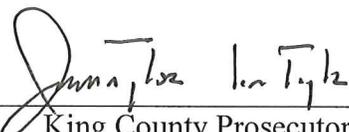
By: 

Title: City Manager

KING COUNTY

By: 
King County Executive

Approved as to form:

By: 
King County Prosecutor

KING COUNTY LANDMARK DESIGNATION AND CERTIFICATE OF APPROPRIATENESS PROCESS

Technical Paper No. 4



King County

Historic Preservation Program, Business Relations and Economic Development
400 Yesler Way, Suite 510 [MS: YES-EX-0510], Seattle, WA 98104 (206) 205-0700
TTY Relay: 711

Nomination

Anyone may nominate a building, site, object, structure, or district for consideration as a King County Landmark. A standard registration form must be completed and filed with the Historic Preservation Officer. Submitted forms are reviewed by the Historic Preservation Officer for completeness prior to being forwarded to the King County Landmarks Commission for consideration. The following steps are followed to complete the nomination process:

- Applicant files the registration form with the Historic Preservation Officer, who reviews the form for completeness and requests additional information as needed.
- The Historic Preservation Officer schedules a public hearing before the Commission to consider the nomination. The applicant, the owner, and any parties of interest are notified in writing of the meeting date at least 30 days and not more than 45 days before the meeting.

Designation

At the public hearing, the Commission receives evidence and hears arguments as to whether or not the nominated property meets the criteria for designation.

In order to be designated, a nominated building, site, structure, object, or district must:

- Be more than 40 years old
- Possess integrity of location, design, setting, materials, workmanship, feeling, and association; and,

Meet at least one of the following criteria:

- Be associated with events that have made a significant contribution to the broad patterns of national, state, or local history; or
- Be associated with the life of a person or persons significant in national, state, or local history; or
- Embody the distinctive characteristics of a type, period, style or method of design or construction, or represent a significant and distinguishable entity whose components may lack individual distinction; or
- Be an outstanding work of a designer or builder who has made a substantial contribution to the art; or
- Yield or be likely to yield information important in prehistory or history

Exhibit 2

If the Commission determines that the property meets the designation criteria, it identifies what elements of the property will be subject to design review. These elements, called “features of significance,” typically include the exterior of the property only if it is a building, and the parcel on which it is sited. If significant historic interior features are present, interior spaces may also be designated as features of significance.

If a property is designated, the design controls go into effect immediately, and the property owner becomes eligible to apply for incentive programs. If the determination is negative, the proceedings are terminated.

A designation report is issued approving or rejecting the nomination within 14 calendar days of the public meeting at which the decision is made. The designation report is filed with the County Recorder, property owner, DDES Director, applicant, and all other parties of record.

Certificate of Appropriateness (COA)

Once a property has been designated a King County Landmark, it is subject to specific design review procedures and preservation standards any time the owner considers making significant alterations to the features of significance or wishes to move or demolish the building. The design review process is as follows:

- An application for a Certificate of Appropriateness is filed with the Historic Preservation Officer in accordance with Commission rules and regulations.
- A consultation meeting is held between the applicant, the Historic Preservation Officer and members of the Design Review Committee (DRC), a subcommittee of the King County Landmarks Commission.
- If all parties agree to an approval recommendation, the application is brought before the Commission for approval action at its next regularly scheduled meeting.
- If the parties are in disagreement, a public hearing is scheduled before the Commission within 45 days of referral of the application to the DRC.
- Notice of the public hearing is mailed to all interested parties at least ten days prior to the date of the public hearing.
- The public hearing is held. If the Commission declines to issue a Certificate of Appropriateness, a written report fully clarifying the basis for the decision is forwarded to all interested parties.

The nomination, designation, and design review processes and appeal procedures are described in detail in King County Code 20.62. All Landmarks Commission decisions may be appealed to the King County Council within 30 days of notice of the decision.

This information is available upon request in alternative formats for persons with disabilities at (206) 296-7580 TTY.



801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425.295.0500 • Fax: 425.295.0600 • web: www.ci.sammamish.wa.us

TO: Ben Yazici

February 11, 2011

FM: Kamuron Gurol

RE: Wireless Communication Facility Potential Amendments and Next Steps

I am writing to outline the Wireless Communication Facility (WCF) amendments identified during small group meetings with a few Council members held in late November and early December 2010, and to describe the next steps in the Council's review and approval process.

Background

The city's current WCF code is based on WCF facilities being "concealed" and each option in the code uses that term specifically. The term "concealed" means that facilities are "not readily identifiable" as WCFs because they are built to blend in, are camouflaged, and are otherwise aesthetically compatible with the environment. The code allows the concealment to be accomplished with a variety of methods including matching paint color, flush-mounted antennae, and other methods.

The code also specifies preferential locations through a "siting hierarchy" and the hierarchy is shown with the top preferences under "1" with lower preferences following as "2a, 2b, 2c...", "3a..." and so on. There is a strong preference in our code for use of existing support structures and use of our arterial network of streets to locate WCFs. Doing so minimizes the impacts on neighborhoods and helps to achieve the concealment goal, while still allowing providers options to achieve coverage goals as required by federal law. An applicant must use the top preferences in the hierarchy unless they can demonstrate that they cannot achieve a coverage goal, and then they can move down the list.

The result of the code is we use somewhat complex terminology, and it has been challenging to ensure that we all know what effect amendments would have. To help simplify our explanation at the November and December meetings, staff grouped these hierarchy options into five "tiers" as follows:

- Tier one allows "Concealed WCFs" that are:
 - Attached to an existing support structure in an arterial Right-of-Way (such as the WCFs on utility poles we see most frequently), or
 - Attached to the existing Bonneville Power Administration towers, or
 - Collocated with an existing WCF (like on top of a water tower)
 - Please note that Tier 1 has been utilized by 100% of permit applications to date

- Tier two allows new “Concealed WCFs” that are:
 - Otherwise located within an arterial ROW (I can’t think of a good example of how this would be applied, but it’s in the code nonetheless), or
 - Within public parks, public open spaces, and other publicly owned land (for example, on top of a shelter building), or
 - Within a local street ROW (again, no good example comes to mind), or
 - In any non-residential zoning district (i.e., in the commercial business or neighborhood business zone), or
 - In a residential zone but in or on a non-SFR structure (i.e., a church or school)
- Tier three is consolidation of an existing WCF with a new WCF (such that you have one WCF at the end)
 - The same list of options applies, as with Tier 2
 - In practice, and based on industry comments, we expect no consolidation will ever be proposed
- Tier four is for new support structures such as a faux tree or a new flag pole
 - The same list of options applies, as with Tier 2 and Tier 3
 - Staff observe that faux trees have not been shown to be successful, that is, it is easy to recognize they are fake
 - Flagpoles are more successful but the diameter of the pole is larger than a typical flagpole so again the option is limited in effectiveness
- Finally, Tier five allows for other locations not falling into Tiers 1-4 if no reasonable alternative exists
 - This has not been exercised nor do staff believe it will be since we have many other options in the hierarchy

Potential amendments to the WCF code

1. Add the option for a “canister style monopole” sometimes described as a ‘slim stick’ in previous discussions. Staff will need to have Council direction on where it fits in the siting hierarchy and if there are specific design requirements such as color, pole diameter width, etc. Staff can make suggestions if the Council desires.
2. Recall there is also a ‘base station hierarchy’ in the code. Amendments would require that equipment cabinets be completely vaulted below ground. Attaching the equipment to a utility pole and screening with landscaping is also provided if vaulting is not feasible.
3. Adding a maximum 120 foot height limit within city ROW, unless the carrier demonstrates trees prevent coverage
4. Revise the siting hierarchy to elevate public parks, public open spaces, and other publicly owned land and schools from Tier 2 to Tier 1

5. Add Town Center zones to siting hierarchy and allow antennas and support structures on top of buildings, and treat them like other rooftop appurtenances
6. Required conduits and other equipment to be color matched when upgrades are made

Next Steps

- Council study session on February 15, 2011. Staff to receive any further Council direction to generate amendments.
- Staff prepare revised WCF ordinance with amendments for public review at continued public hearing on March 1, 2011
- Complete public hearing on March 1 or continue to March 15, 2011
- Following public hearing, begin deliberations and adoption of WCF ordinance

Please let me know if you have any questions, thanks!