City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm
October 17, 2011 Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports
- Eastside Catholic 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
- Payroll for the period ending September 30, 2011 for pay date October 5, 2011 in the amount of $255,660.74

1. Approval: Claims for period ending October 17, 2011 in the amount of $1,817,247.81 for Check No. 30410 through No. 30549
2. Interlocal: 2011 Pavement Overlay Utility Adjustments/SPWS District
3. Bid Award: Crack Seal/Doolittle Construction
4. Contract: 244th Street Lighting/Intolight
5. Contract: On-Call Fencing/All Around Fencing
6. Amendment: Vactoring/Bravo Environmental

Public Hearings
7. Ordinance: First Reading Housing Codes

Unfinished Business - None

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.

New Business

8. Ordinance: First Reading amending Sections 2.30.020, 2.60.020 and 2.65.010 of the Sammamish Municipal Code related to the terms commencement and completion of Council Commissioners.

9. Resolution: Opposing Initiative 1125 To Protect Gas-Taxes And Toll Revenues Act. Protect The 18th Amendment To Washington's Constitution.

- **Members of the public holding an opposite opinion will be given equal time to speak**

Council Reports

City Manager Report

- Discussion: Budget Adjustments

Executive Session – If necessary

Adjournment

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.

AGENDA CALENDAR

Oct. 2011			
Mon. 10/17	6:30 pm	Regular Meeting	Discussion: 2012 Budget Public Hearing Ordinance: First Reading Housing Codes Ordinance: First Reading Amending Terms for Council Commissions Interlocal: 2011 Pavement Overlay Utility Adjustments/SPWS District (consent) Resolution: Regarding I 1125 Bid Award: Crack Seal/Doolittle Construction (consent) Contract: 244th Street Lighting/Intolight (consent) Contract: On-Call Fencing/All Around Fencing (consent) Amendment: Vactoring/Bravo Environmental
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	Public Hearing Ordinance: Second Reading Housing Codes Ordinance: Second Reading Amending Terms for Council Commissions Ordinance: First Reading School Impact Fees Contract: Land Use Management Software/EnerGov Amendment: On-Call Engineering Services/WH Pacific
Tues. 11/08	6:30 pm	Study Session	Department Report: Department of Community Development Discussion: Drainage Solutions for Tamarak/Inglewood Hill Neighborhoods
Mon. 11/14	5:30 pm	Regular Meeting/Joint Meeting with PC	Process:Critical Areas Ordinance Update (jm) Public Hearing Resolution: Lamb House Transfer Public Hearing First Reading: Wireless Facilities Code Amendments Ordinance:First Reading Amendment to Critical Areas Ordinance Sunset Clause Ordinance: First Reading Repealing SMC Chapter 8.05 Ordinance: First Reading 2012 Budget Ordinance: Second Reading School Impact Fees Approval: Reard-Freed House Lease/Heritage Society Contract: King County Sheriff Parking Lot Fencing/tba
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Public Hearing: Ordinance First Reading Collective Gardens Moratorium Ordinance: Second Reading: Wireless Facilities Code Amendments Resolution: Final Acceptance/2011 Pavement Overlay Ordinance: Second Reading 2012 Budget Ordinance: Second Reading Repealing SMC Chapter 8.05 Second Reading: Amendment to Critical Areas Ordinance Sunset Clause Contract: Custodial Service/TBD Contract: Parks Maintenance Services/TBD
Tues. 12/13	6:30 pm	Study Session/Special Meeting	Discussion: Red Light Cameras Discussion: 2012 Non-motorized Project/Inglewood Hill Road Ordinance Second Reading Collective Gardens Moratorium
Mon. 12/19	6:30 pm	Regular Meeting	CANCELLED
Jan. 2012			
Tues. 1/3	6:30 pm	Regular	

Tues. 1/10	6:30 pm	Study Session	Review: Parks, Recreation and Open Space Plan Commission Interviews Powers of Initiative and Referendum
Mon. 1/16	6:30 pm	Holiday	Martin Luther King Day
Tues 1/17	6:30 pm	Special Meeting	Resolution: Appointing Members to the Planning Commission, Arts Commission, Parks & Recreation Commission and Beaver Lake Management District
Feb. 2012			
Tues. 2/7	6:30 pm	Regular	Ordinance Second Reading Collective Gardens Moratorium
Tues. 2/14	6:30 pm	Study Session	
Mon. 2/20	6:30 pm	Regular Meeting	
Mar. 2012			
Tues. 3/6	6:30 pm	Regular	
Tues. 3/13	6:30 pm	Study Session	
Mon. 3/19	6:30 pm	Regular Meeting	
Apr. 2012			
Tues. 4/3	6:30 pm	Regular	
Tues. 4/10	6:30 pm	Study Session	
Mon. 4/16	6:30 pm	Regular Meeting	
May 2012			
Tues. 5/1	6:30 pm	Regular	
Tues. 5/8	6:30 pm	Study Session	
Mon. 5/14	6:30 pm	Regular Meeting	
June 2012			
Tues. 6/5	6:30 pm	Regular	
Tues. 6/12	6:30 pm	Study Session	
Mon. 6/18	6:30 pm	Regular Meeting	

To Be Scheduled	**To Be Scheduled**	**Parked Items**
Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Lease: Reard/Freed House/Sammamish Heritage Society Land/Lease: with Mary Pigott for Reard/Freed House	Final Acceptance: 244th Avenue Improvement Project Final Acceptance: SE 20th Street Non-motorized Improvement Project Level of Service/Concurrency Emergency Plan	Joint Meeting/LWSD

<< September

October 2011

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4 6:30 p.m. **City Council Meeting**	5 6:30 p.m. **Parks and Recreation Commission Meeting**	6 4 p.m. **Public Safety Committee Meeting** 6:30 p.m. **Planning Commission Meeting**	7	8 9 a.m. **Volunteer Event at Pine Lake Park** 10 a.m. **5th Sammamish Art Fair**
9 10 a.m. **5th Sammamish Art Fair**	10	11 6:30 p.m. **City Council Study Session**	12 6 p.m. **Sammamish Youth Board Meeting**	13 6:30 p.m. **Community Garden Steering Committee Meeting**	14	15 9 a.m. **Sammamish Recycling Collection Event** 9 a.m. **Volunteer Event at Jacobs Creek** 10 a.m. **Sammamish Walks**
16	17 5:30 p.m. **Finance Committee Meeting** **Canceled** 6:30 p.m. **City Council Meeting** 7 p.m. **Arts Commission Meeting**	18 5:30 p.m. **City Council Council Office Hour**	19	20 6:30 p.m. **Planning Commission Meeting**	21	22 9 a.m. **Volunteer Event at Illahee Trail** 9 a.m. **Evans Creek Preserve Grand Opening**
23	24 9 a.m. **Economic Development Committee Meeting**	25	26	27 7 p.m. **Jet City Improv**	28	29
30	31 3 p.m. **Halloween Happening**	1	2	3	4	5

<< October

November 2011

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	**1** 6:30 p.m. **City Council Meeting**	**2** 6:30 p.m. **Parks and Recreation Commission Meeting**	**3** 6:30 p.m. **Planning Commission Meeting**	**4**	**5** 11 a.m. **Istanbul's Grand Bazaar - Turkish Cultural Event**
6	**7**	**8** 6:30 p.m. **City Council Study Session**	**9**	**10** 6:30 p.m. **Community Garden Steering Committee Meeting**	**11** 8 a.m. **Veterans' Day** **City offices closed**	**12**
13	**14** 6:30 p.m. **City Council Meeting**	**15** 5:30 p.m. **City Council Council Office Hour**	**16** 6 p.m. **Sammamish Youth Board Meeting**	**17** 6:30 p.m. **Planning Commission Meeting** **Canceled** 7 p.m. **Gardening With Native Plants**	**18**	**19** 1 p.m. **Volunteer Event at Lower Commons Park**
20	**21** 5:30 p.m. **Finance Committee Meeting** 7 p.m. **Arts Commission Meeting**	**22**	**23**	**24** 8 a.m. **Thanksgiving Holiday** **City offices closed**	**25** 8 a.m. **Thanksgiving Holiday** **City offices closed**	**26**
27	**28**	**29**	**30** 5:30 p.m. **City Holiday Lighting Ceremony**	1	2	3
4	5	6	7	8	9	10

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: October 13, 2011

RE: Claims for October 18, 2011

$ 363,734.21
25.00
28,601.51
584,760.34
323,754.29
1,752.84
514,619.62

Top 5 Expense Items in Packet

Lakeside Industries	504,690.86	Pavement Overlay September 2011
Eastside Fire & Rescue	$442,039.92	October 2011
Archer Construction	$97,903.03	244th Non Motorized Improvements
Tiger Construction	$52,343.90	Evans Creek Preserve
Sam Plateau Water & Sewer	$32,249.41	Various Water & Sewer bills July - Sept 2011

TOTAL: $ 1,817,247.81

Check # 30410 through # 30549

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/5/2011 - 10:06 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30410	10/05/2011	ANI	ANI Administrators NW Inc	1,399.82	0
30411	10/05/2011	AWCMED	AWC Employee BenefitsTrust	101,790.38	0
30412	10/05/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
30413	10/05/2011	ICMA401	ICMA 401	31,867.31	0
30414	10/05/2011	ICMA457	ICMA457	7,348.20	0
30415	10/05/2011	ISD	Issaquah School District	38,084.00	0
30416	10/05/2011	LWSD	Lake Washington School Dist	181,250.00	0
30417	10/05/2011	PREPAIDL	Pre-Paid Legal Services, Inc	129.50	0
30418	10/05/2011	WATREAS	Wa State Treasurer	765.00	0
			Check Total:	363,734.21	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/7/2011 - 10:51 AM

Check	Date	Vendor No	Vendor Name		Amount	Voucher
30419	10/07/2011	HANDLOS	Lynne Handlos		25.00	0
				Check Total:	25.00	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/11/2011 - 10:05 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30420	10/18/2011	WALAB	Wa State Dept of Labor & Indus	28,601.51	0
			Check Total:	28,601.51	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/11/2011 - 10:49 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30421	10/18/2011	ABC	ABC Special Event Rentals	3,797.19	0
30422	10/18/2011	ACE	Ace Hardware, LLC	1,190.73	0
30423	10/18/2011	ALLAIRE	Don Allaire	1,134.97	0
30424	10/18/2011	ANI	ANI Administrators NW Inc	170.00	0
30425	10/18/2011	ATWORK	At Work!	825.00	0
30426	10/18/2011	AUTOADDI	Auto Additions, Inc.	119.74	0
30427	10/18/2011	BACKGROU	Background Source Intl	48.00	0
30428	10/18/2011	BCC	Bellevue College	183.92	0
30429	10/18/2011	BEST	Best Parking Lot Cleaning, Inc	11,328.59	0
30430	10/18/2011	BHC	BHC Consultants, LLC	6,738.12	0
30431	10/18/2011	BMC	BMC Select	407.96	0
30432	10/18/2011	CADMAN	Cadman, Inc.	611.47	0
30433	10/18/2011	CERTIFIE	Certified Backflow Testing,Inc	40.00	0
30434	10/18/2011	CHANEY	Rebecca Chaney	335.50	0
30435	10/18/2011	COMCAST2	COMCAST	99.95	0
30436	10/18/2011	COMPOFF	The Complete Office	902.31	0
30437	10/18/2011	COSTCO	Costco Wholesale	847.77	0
30438	10/18/2011	DEJONGMA	Mary DeJong	100.00	0
30439	10/18/2011	EASTEQ	Eastside Equipment & Marine	433.37	0
30440	10/18/2011	EASTFIRE	Eastside Fire & Rescue	442,039.92	0
30441	10/18/2011	ESA	ESA	383.63	0
30442	10/18/2011	EVERFORD	Evergreen Ford	3,552.12	0
30443	10/18/2011	EWINGIRR	Ewing Irrigation	377.18	0
30444	10/18/2011	FASTENAL	Fastenal Industrial Supplies	1,434.88	0
30445	10/18/2011	FRONTIR2	Frontier	344.03	0
30446	10/18/2011	GRANGE	Grange Supply, Inc.	80.28	0
30447	10/18/2011	HOBBS	Hobbs & Hopkins LTD	880.71	0
30448	10/18/2011	HOMEDE	Home Depot	2,315.29	0
30449	10/18/2011	HONDAKU	Issaquah Honda Kubota	190.04	0
30450	10/18/2011	INTHEZON	InThe Zone Promotions	488.70	0
30451	10/18/2011	IRONMT	Iron Mountain	486.35	0
30452	10/18/2011	JACOBSON	Jacobson Law Group PLLC	200.00	0
30453	10/18/2011	KHOO	Kathleen Khoo	15.00	0
30454	10/18/2011	KINGFI	King County Finance A/R	971.00	0
30455	10/18/2011	KINGPET	King County Pet Licenses	580.00	0
30456	10/18/2011	LAKESIDE	Lakeside Industries	497.70	0
30457	10/18/2011	LESSCHWA	Les Schwab Tire Center	671.25	0
30458	10/18/2011	LIVESOUN	Live Sound & Recording Co, LLC	1,314.00	0
30459	10/18/2011	MINUTE	Minuteman Press	208.89	0
30460	10/18/2011	MTVIEW	Mt View Locating Services LLC	160.00	0
30461	10/18/2011	NAPA/RED	Napa Auto Parts Redmond	75.15	0
30462	10/18/2011	NC MACH	NC Machinery Co	2,109.25	0
30463	10/18/2011	NEXTEL	Nextel Communications	2,289.77	0
30464	10/18/2011	OER	Olympic Environmental Resource	20,535.09	0
30465	10/18/2011	PACE	Pace Engineers, Inc.	5,300.64	0
30466	10/18/2011	PACPLANT	Pacific Plants	3,278.98	0
30467	10/18/2011	PACPOWER	Pacific Power Products	1,243.97	0
30468	10/18/2011	PACSOIL	Pacific Topsoils, Inc	3,207.59	0
30469	10/18/2011	PAETEC	PAETEC Integrated Solutions Group,	2,237.65	0
30470	10/18/2011	PIEDMONT	Piedmont Directional Signs	175.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30471	10/18/2011	PLATEAU	Plateau Motors	393.73	0
30472	10/18/2011	POA	Pacific Office Automation	126.23	0
30473	10/18/2011	PROTH	Prothman Company	10,029.63	0
30474	10/18/2011	PSE	Puget Sound Energy	7,772.45	0
30475	10/18/2011	PSF	PSF Mechanical Inc	1,642.50	0
30476	10/18/2011	REDMOND	City Of Redmond	1,799.50	0
30477	10/18/2011	ROTH	Roth Hill LLC	899.90	0
30478	10/18/2011	SAM	Sammamish Plateau Water Sewer	1,836.47	0
30479	10/18/2011	SAMCHAMB	Sammamish Chamber of Commerce	25.00	0
30480	10/18/2011	SEQUOYAH	Sequoyah Electric, LLC	985.84	0
30481	10/18/2011	SINGHCH	Charanjit Singh	9,215.38	0
30482	10/18/2011	SONITROL	Sound Security, Inc.	803.77	0
30483	10/18/2011	STAPLES	Staples Advantage	1,165.14	0
30484	10/18/2011	STOECKL	Jane C. Stoecklin	115.00	0
30485	10/18/2011	TAGS	Tags Awards & Specialties	20.65	0
30486	10/18/2011	UNITRENT	United Rentals NW, Inc	1,980.46	0
30487	10/18/2011	VERIZON	Verizon Wireless	176.22	0
30488	10/18/2011	VOYAGER	Voyager	9,238.78	0
30489	10/18/2011	WAALARM	Wa Alarm Inc	155.73	0
30490	10/18/2011	WESCOTT	Wescott Homes	5,000.00	0
30491	10/18/2011	WINGIT	Wing-It Productions	1,600.00	0
30492	10/18/2011	ZUMAR	Zumar Industries, Inc.	2,819.31	0
			Check Total:	584,760.34	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/12/2011 - 3:03 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30493	10/18/2011	ARCHER	Archer Construction	97,903.03	0
30494	10/18/2011	BMC	BMC Select	492.65	0
30495	10/18/2011	BRICKMAN	Brickman Group Ltd LLC	4,442.14	0
30496	10/18/2011	BRS	Barker Rinker Seacat Architecture	2,456.81	0
30497	10/18/2011	CADMAN	Cadman, Inc.	4,064.28	0
30498	10/18/2011	CALPORT	CalPortland Company	863.58	0
30499	10/18/2011	CHANEY	Rebecca Chaney	858.00	0
30500	10/18/2011	DEERE	John Deere Landscapes	766.50	0
30501	10/18/2011	DEJONG	Cory de Jong & Son Inc	512.46	0
30502	10/18/2011	ECOTONE	Ecotone Commissioning Group LL	5,192.00	0
30503	10/18/2011	FASTENAL	Fastenal Industrial Supplies	225.02	0
30504	10/18/2011	HWA	HWA GeoSciences, Inc	4,564.82	0
30505	10/18/2011	ISSAQ1	Issaquah Press, Inc.	607.00	0
30506	10/18/2011	ISSCEDAR	Issaquah Cedar & Lumber	2,072.70	0
30507	10/18/2011	JEFFERY	Amy Jeffery	67.00	0
30508	10/18/2011	KENYON2	Kenyon Disend PLLC	14,451.12	0
30509	10/18/2011	KINGFI	King County Finance A/R	7,052.00	0
30510	10/18/2011	KIRTLEY	Kirtley Cole	24,114.42	0
30511	10/18/2011	LAURELHI	Laurel Hills Partners	3,000.00	0
30512	10/18/2011	McNICHOL	McNichols Company	1,540.67	0
30513	10/18/2011	MICRO	Microflex, Inc.	30.12	0
30514	10/18/2011	MTVIEW	Mt View Locating Services LLC	160.00	0
30515	10/18/2011	NAMI	NAMI Eastside	687.50	0
30516	10/18/2011	NESAM	NE Sammamish Sewer & Water	166.38	0
30517	10/18/2011	NWAP	Northwest AP Corp	2,500.00	0
30518	10/18/2011	NWCASC	Northwest Cascade, Inc.	281.47	0
30519	10/18/2011	NWHYDRO	NW Hydroseeding	1,720.00	0
30520	10/18/2011	OILCAN	Oil Can Henry's	95.24	0
30521	10/18/2011	PACE	Pace Engineers, Inc.	256.12	0
30522	10/18/2011	PACPLANT	Pacific Plants	421.03	0
30523	10/18/2011	PINFOUND	Pin Foundations, Inc	2,788.72	0
30524	10/18/2011	PSE	Puget Sound Energy	10,437.73	0
30525	10/18/2011	PUGETSOU	Puget Sound Bank	1,153.80	0
30526	10/18/2011	R&RRENTA	R&R Rentals	1,948.50	0
30527	10/18/2011	RAINIER	Rainier Wood Recyclers Inc	2,575.00	0
30528	10/18/2011	REDMOND	City Of Redmond	154.22	0
30529	10/18/2011	REIDMID	Reid Middleton, Inc	557.50	0
30530	10/18/2011	RH2	RH2 Engineering Inc	692.07	0
30531	10/18/2011	ROBINDAP	Daphne Robinson	21.23	0
30532	10/18/2011	ROSSKEN	Ken Ross	4,539.00	0
30533	10/18/2011	ROTARSAM	Rotary Club of Sammamish	52.00	0
30534	10/18/2011	ROWLEY	Lucinda Rowley	100.00	0
30535	10/18/2011	SAM	Sammamish Plateau Water Sewer	32,249.41	0
30536	10/18/2011	SEQUOYAH	Sequoyah Electric, LLC	203.80	0
30537	10/18/2011	SITZMANN	The Sitzmann Group	74.75	0
30538	10/18/2011	SOUNDPUB	Sound Publishing, Inc	1,005.00	0
30539	10/18/2011	TCF	TCF Architecture	439.88	0
30540	10/18/2011	TIGERCON	Tiger Construction & Excavation Inc	52,343.90	0
30541	10/18/2011	UNITRENT	United Rentals NW, Inc	11,298.72	0
30542	10/18/2011	WERRE	Lisa Werre	67.00	0

Bill # 1

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30543	10/18/2011	WINREAL	Winward Real Estate Services	19,488.00	0
			Check Total:	323,754.29	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 10/13/2011 - 8:45 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30544	10/18/2011	KINGFI	King County Finance A/R	24.04	0
30545	10/18/2011	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	0
30546	10/18/2011	MAILPO	Mail Post	1,391.05	0
30547	10/18/2011	SEATIM	Seattle Times	283.00	0
			Check Total:	1,752.84	

Bill # 1

Accounts Payable

Computer Check Register

User: mdunham
Printed: 10/13/2011 - 11:51AM
Bank Account: APPR
Batch: 007.10.2011

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
30548	HWA	HWA GeoSciences, Inc	10/18/2011		
				22551	9,544.74
				22554	384.02
		Check 30548 Total:			9,928.76
30549	LAKESIDE	Lakeside Industries	10/18/2011		
				1	504,690.86
		Check 30549 Total:			504,690.86
		Report Total:			514,619.62

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Public Works

Clearances:

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

Subject: 2011 Pavement Program Interlocal Agreement between Sammamish Plateau Water and Sewer District and City of Sammamish

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

Exhibits:

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

Budget: There is no impact to the budget.

Summary Statement:

Sammamish Plateau Water and Sewer District has utility structures located within the limits of street overlays requiring adjustment to the finished road surface elevation. City and SPWSD agree that it benefits the public to complete this work through the current contract between the City and Lakeside Industries, Inc., the contractor performing the pavement overlay project for the City. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

SPWSD operates and maintains the water mains and sanitary sewers in a portion of streets being overlayed with new pavement as part of the of the 2011 Pavement Preservation Program. The manhole and water valve castings need to be adjusted to the new pavement surface elevation. A pay item for this type of work was included in the City's contract specifications for the overlays and was publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to SPWSD for reimbursement.

Financial Impact:

Cost to raise utility structures using Lakesides Industries Bid items is estimated to be $42,411. SPWSD will be invoiced for this work and the City will be reimbursed. There is no net cost to the budget.

Recommended Motion:

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

INTERLOCAL AGREEMENT BETWEEN CITY OF SAMMAMISH AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH THE

CITY OF SAMMAMISH 2011 PAVEMENT PROGRAM - OVERLAY

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

WHEREAS, the City has prepared Plans and Specifications for the City's 2011 Pavement Program – Overlays ("Project"), publicly bid the Project, and awarded the Project to Lakeside Industries ("Contractor"); and

WHEREAS, the Project included unit bid items to adjust manhole and valve box castings to grade, and to provide traffic control. The Bid Results are attached as Exhibit "A"; and

WHEREAS, the District provides water and sewer services in the general area of the Project in accord with applicable Washington State and City laws and regulations; and

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

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by adjusting the District's manhole and valve box castings during construction of the Project, hereinafter referred to as the "District Work". The Scope of Work and Cost Estimate for the District Work are attached as Exhibit "B"; and

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

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

I. BIDDING

A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.

B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District

shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a portion of the District Work shall be deleted from the contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event,

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

D. The District has reviewed the bid results for the 2011 Pavement Program – Overlays, and approves the unit bid prices.

II. CONTRACT ADMINISTRATION

A. City Responsibilities

1. The City shall provide the engineering, administrative, and clerical services necessary for the execution of the District Work.
2. The City shall have its Contractor provide as part of the pavement work, physical location marks or markers showing the location of all valve box or manhole castings that are buried as part of the overlay. The City shall have the Contractor be responsible for the final location of the castings with a metal detector. If there is any question on the location the casting, the District shall be contacted before any pavement removal begins.
3. The City will notify the District of any changes required by the City, which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes, with such approval not being unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.

4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
6. Upon notice from the District that the District Work is complete and approved for final acceptance, and the District has accepted the accounting of the quantities of work completed, the City shall invoice the District for the District Work.
7. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

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

III. PAYMENT

A. The District shall reimburse the City at the unit bid prices for each manhole or valve box casting adjusted and for providing traffic control associated with the District Work, as bid by the Contractor for the Project as listed in the Bid Results included as Exhibit "A": The following pay items pertain to the District Work:

1. Flaggers and Spotters
2. Adjust Manhole
3. Adjust Valve Box

B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.

C. In the event the Contractor uncovers any materials while doing work solely related to completion of the District Work agreed upon requiring special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.

D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.

B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATON OF UTILITY AND INSURANCE

A. The City shall require the contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.

B. The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.

C. The City shall contractually require the contractor building the Project to be solely and completely responsible for safety of all persons and property during performance of the work. The contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

A. The City agrees to cause the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this agreement and the Contract Bid Documents.

B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.

C. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.

D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.

E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.

H. The recitals set forth above are incorporated herein by this reference.

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

CITY OF SAMMAMISH	SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
_____	_____
Signature	Signature
_____	_____
Ben Yazici, City Manager	John C. Krauss, General Manager
_____	_____
Date	Date

EXHIBIT A

BID RESULTS FOR THE

CITY OF SAMMAMISH 2011 PAVEMENT PROGRAM - OVERLAY

Exhibit 1

City of Sammamish

Bid Tab for 2011 Pavement Program - Overlays

Bid Opening: Thursday, May 26, 2011

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	1	L.S.	$ 101,000.00	$ 101,000.00	$ 60,000.00	$ 60,000.00	$ 46,400.00	$ 46,400.00
2	SHOULDER PREPERATION ()	2.7	MILE	$ 4,500.00	$ 12,150.00	$ 900.00	$ 2,430.00	$ 4,600.00	$ 12,420.00
3	REMOVE AND REPLACE CEMENT CONC. SIDEWALK ()	52	L.F.	$ 55.00	$ 2,860.00	$ 45.00	$ 2,340.00	$ 40.00	$ 2,080.00
4	REMOVE AND REPLACE EXTRUDED CURB ()	1060	L.F.	$ 8.00	$ 8,480.00	$ 8.00	$ 8,480.00	$ 8.00	$ 8,480.00
5	REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER ()	126	L.F.	$ 50.00	$ 6,300.00	$ 20.00	$ 2,520.00	$ 40.00	$ 5,040.00
6	REMOVING PLASTIC LINE (0190)	1845	L.F.	$ 3.00	$ 5,535.00	$ 0.25	$ 461.25	$ 0.80	$ 1,476.00
7	REMOVING PLASTIC TRAFFIC MARKING (0200)	52	EACH	$ 50.00	$ 2,600.00	$ 20.00	$ 1,040.00	$ 38.00	$ 1,976.00
8	REMOVING PLASTIC CROSSWALK LINE (0204)	395	S.F.	$ 0.50	$ 197.50	$ 1.50	$ 592.50	$ 1.40	$ 553.00
9	REMOVING RAISED PAVEMENT MARKER (0208)	6.3	HUND	$ 150.00	$ 945.00	$ 310.00	$ 1,953.00	$ 67.00	$ 422.10
10	REMOVING MISCELLANEOUS TRAFFIC ITEM ()	1	L.S.	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
11	HMA SHOULDER BASE COURSE EXCAVATION INCL. HAUL ()	1740	S.Y.	$ 15.00	$ 26,100.00	$ 8.15	$ 14,181.00	$ 8.45	$ 14,703.00
12	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	5230	S.Y.	$ 15.00	$ 78,450.00	$ 4.25	$ 22,227.50	$ 9.10	$ 47,593.00
13	HMA BASE COURSE EXCAVATION, INCL. HAUL ()	7075	S.Y.	$ 15.00	$ 106,125.00	$ 5.45	$ 38,558.75	$ 5.30	$ 37,497.50
14	SHOULDER FINISHING ()	4.5	MILE	$ 6,000.00	$ 27,000.00	$ 2,210.00	$ 9,945.00	$ 4,500.00	$ 20,250.00
15	ANTI-STRIPPING ADDITIVE (5334)	CALC		CALC.	$ 14,960.00	CALC.	$ 14,960.00	CALC.	$ 14,960.00
16	CRACK SEALING (5703)	EST	EST.	EST.	$ 15,000.00	EST.	$ 15,000.00	EST.	$ 15,000.00
17	PLANING BITUMINOUS PAVEMENT (5711)	16296	S.Y.	$ 2.75	$ 44,814.00	$ 2.25	$ 36,666.00	$ 2.40	$ 39,110.40
18	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	642	TON	$ 90.00	$ 57,780.00	$ 72.00	$ 46,224.00	$ 75.85	$ 48,695.70
19	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	1052	TON	$ 120.00	$ 126,240.00	$ 72.00	$ 75,744.00	$ 86.00	$ 90,472.00
20	HMA FOR SHOULDER BASE COURSE CL. 1/2 IN. PG 64-22 ()	1740	S.Y.	$ 31.00	$ 53,940.00	$ 15.50	$ 26,970.00	$ 22.80	$ 39,672.00
21	HMA BASE COURSE CL. 1/2 IN. PG 64-28 ()	1605	TON	$ 74.00	$ 118,770.00	$ 72.00	$ 115,560.00	$ 70.35	$ 112,911.75
22	HMA CL. 1/2 IN. PG PG 64-22 (5767)	11660	TON	$ 75.00	$ 874,500.00	$ 72.00	$ 839,520.00	$ 69.70	$ 812,702.00
23	HMA THICKENED EDGE ()	315	L.F.	$ 3.00	$ 945.00	$ 2.00	$ 630.00	$ 1.00	$ 315.00
24	ASPHALT COST PRICE ADJUSTMENT (5837)	CALC		CALC.	$ 7,200.00	CALC.	$ 7,200.00	CALC.	$ 7,200.00
25	INLET PROTECTION (6471)	155	EACH	$ 50.00	$ 7,750.00	$ 55.00	$ 8,525.00	$ 35.00	$ 5,425.00
26	FLEXIBLE GUIDE POST (6832)	45	EACH	$ 10.00	$ 450.00	$ 60.00	$ 2,700.00	$ 58.00	$ 2,610.00
27	PAINT LINE (6806)	27016	L.F.	$ 0.20	$ 5,403.20	$ 0.12	$ 3,241.92	$ 0.11	$ 2,971.76
28	PAINTED WIDE LINE (6817)	34692	L.F.	$ 0.25	$ 8,673.00	$ 0.14	$ 4,856.88	$ 0.14	$ 4,856.88
29	PLASTIC WIDE LINE (6818)	2098	L.F.	$ 5.00	$ 10,490.00	$ 0.80	$ 1,678.40	$ 0.80	$ 1,678.40
30	PLASTIC CROSSWALK LINE (6857)	1235	S.F.	$ 4.00	$ 4,940.00	$ 2.80	$ 3,458.00	$ 2.77	$ 3,420.95
31	PLASTIC STOP LINE (6859)	314	L.F.	$ 5.00	$ 1,570.00	$ 3.40	$ 1,067.60	$ 3.37	$ 1,058.18
32	PLASTIC TRAFFIC ARROW (6833)	55	EACH	$ 100.00	$ 5,500.00	$ 47.00	$ 2,585.00	$ 47.00	$ 2,585.00
33	PLASTIC BICYCLE LANE SYMBOL (6867)	23	EACH	$ 125.00	$ 2,875.00	$ 50.00	$ 1,150.00	$ 50.00	$ 1,150.00
34	PAINTED TRAFFIC LETTER (6870)	13	EACH	$ 125.00	$ 1,625.00	$ 8.00	$ 104.00	$ 8.00	$ 104.00
35	RAISED PAVEMENT MARKER TYPE 2 (6884)	10.5	HUND	$ 400.00	$ 4,200.00	$ 340.00	$ 3,570.00	$ 340.00	$ 3,570.00
36	REPLACE INDUCTION LOOP VEHICLE DETECTOR ()	30	EACH	$ 800.00	$ 24,000.00	$ 440.00	$ 13,200.00	$ 450.00	$ 13,500.00
37	PORTABLE CHANGEABLE MESSAGE SIGN ()	60	DAY	$ 100.00	$ 6,000.00	$ 100.00	$ 6,000.00	$ 85.00	$ 5,100.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	1	L.S.	$ 60,000.00	$ 60,000.00	$ 6,500.00	$ 6,500.00	$ 16,800.00	$ 16,800.00
39	FLAGGERS AND SPOTTERS (6980)	1600	HR	$ 50.00	$ 80,000.00	$ 44.50	$ 71,200.00	$ 47.35	$ 75,760.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	1	L.S.	$ 26,000.00	$ 26,000.00	$ 21,000.00	$ 21,000.00	$ 15,100.00	$ 15,100.00
41	LICENSED SURVEYING (7040)	EST	EST.	EST	$ 5,000.00	EST.	$ 5,000.00	EST.	$ 5,000.00
42	ADJUST MONUMENT CASE AND COVER (7380)	91	EACH	$ 300.00	$ 27,300.00	$ 250.00	$ 22,750.00	$ 300.00	$ 27,300.00
43	ADJUST MANHOLE (3080)	97	EACH	$ 500.00	$ 48,500.00	$ 325.00	$ 31,525.00	$ 395.00	$ 38,315.00
44	ADJUST CATCH BASIN (3100)	21	EACH	$ 500.00	$ 10,500.00	$ 150.00	$ 3,150.00	$ 395.00	$ 8,295.00
45	ADJUST VALVE BOX ()	118	EACH	$ 300.00	$ 35,400.00	$ 220.00	$ 25,960.00	$ 300.00	$ 35,400.00
46	FORCE ACCOUNT ()	1	EST.	EST.	$ 15,000.00	EST.	$ 15,000.00	EST.	$ 15,000.00
47	MINOR CHANGE (7728)	1	CALC	CALC.	$ 15,000.00	CALC.	$ 15,000.00	CALC.	$ 15,000.00
	TOTAL CONSTRUCTION COST				**$ 2,100,067.70**		**$ 1,614,424.80**		**$ 1,681,429.62**

EXHIBIT B

ESTIMATED SCOPE OF WORK

Issaquah-Pine Lake Road SE – 234th Avenue SE to SE 48th Street			
Unit Item	**Unit Price**	**Estimated Quantities**	**Subtotal**
Flaggers and Spotters	$44.50	95	$4,227.50
Adjust Manhole	$325.00	18	$5,850.00
Adjust Valve Box	$220.00	29	$6,380.00
Total			$16,457.50

Highland Park (a.k.a Sammamish 95) Area			
Unit Item	**Unit Price**	**Estimated Quantities**	**Subtotal**
Flaggers and Spotters	$44.50	88	$3,916.00
Adjust Manhole	$325.00	22	$7,150.00
Adjust Valve Box	$220.00	18	$3,960.00
Total			$15,026.00

Sahalee Woods / Green Acres Area			
Unit Item	**Unit Price**	**Estimated Quantities**	**Subtotal**
Flaggers and Spotters	$44.50	55	$2,447.50
Adjust Manhole	$325.00	0	$0.00
Adjust Valve Box	$220.00	34	$7,480.00
Total			$9,927.50

GRAND TOTALS			
Flaggers and Spotters	238	HRS	$10,591.00
Adjust Manhole	40	EACH	$13,000.00
Adjust Valve Box	81	EACH	$17,820.00
GRAND TOTAL			**$41,411.00**

Note: Flaggers and Spotter estimated quantities based on two flaggers, and a crew adjusting 6 Manholes per 8-hour day and 10 valves boxes per 8-hour day (approximately).

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Public Works

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Rec
- [ ] Police
- [x] Public Works

Subject: Bid Award Authorization for 2011 Pavement Crack Seal Project

Action Required: Authorize the City Manager to award and execute a contract for crack sealing as part of the city's annual pavement management program efforts.

Exhibits:

1. Location map of streets to be crack sealed.
2. Bid Tab

Budget: Pavement Management Program (101-000-542-30-48-51)
2011 Approved Budget: $3,000,000.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the Doolittle Construction, Inc., the lowest responsive & responsible bidder for construction of the 2011 Pavement Crack Sealing project as a part of the city's overall annual Pavement Management Program efforts. Quotes for this project work were solicited through the Small Works process. Staff has conducted due diligence for selecting the lowest responsive bidder for this project.

Background:

Streets to be crack sealed have been selected based on engineering judgment and pavement condition data collected through the City's on-going pavement management program. Typical streets appropriate for crack sealing range in age between five and twenty years and have pavement distresses that are mainly linear cracking. On July 18, 2011 the City Council authorized $82,500 for the 2011 Crack Seal Contract.

Sealing cracks on the city streets is a very cost effective way of prolonging the lifecycle of our asphalt pavement. Staff is requesting to award a contract that exceeds the amount authorized in July to capitalize on this benefit. The proposed increase fits within the approved 2011 budget.

Financial Impact:

This work will be performed within the approved pavement management program budget:

2011 Pavement Management Program Budget Allocation:

Program Budget (101-000-542-30-48-51)	**$ 3,000,000**
Lakeside Industries Contract Amount	$ (1,870,823)
Construction Contingency	$ (161,442)
Material & Compaction Testing	$ (29,000)
2011 Pavement Patching Contract	$ (120,000)
Remaining Available Budget	**$ 818,755**

October 17, 2011 Request for Council Authorization:

2011 Crack Seal Contract & Contingency	$ (133,692)
Remaining Available Budget	**$ 685,063**

Other allocated but unapproved expenditures

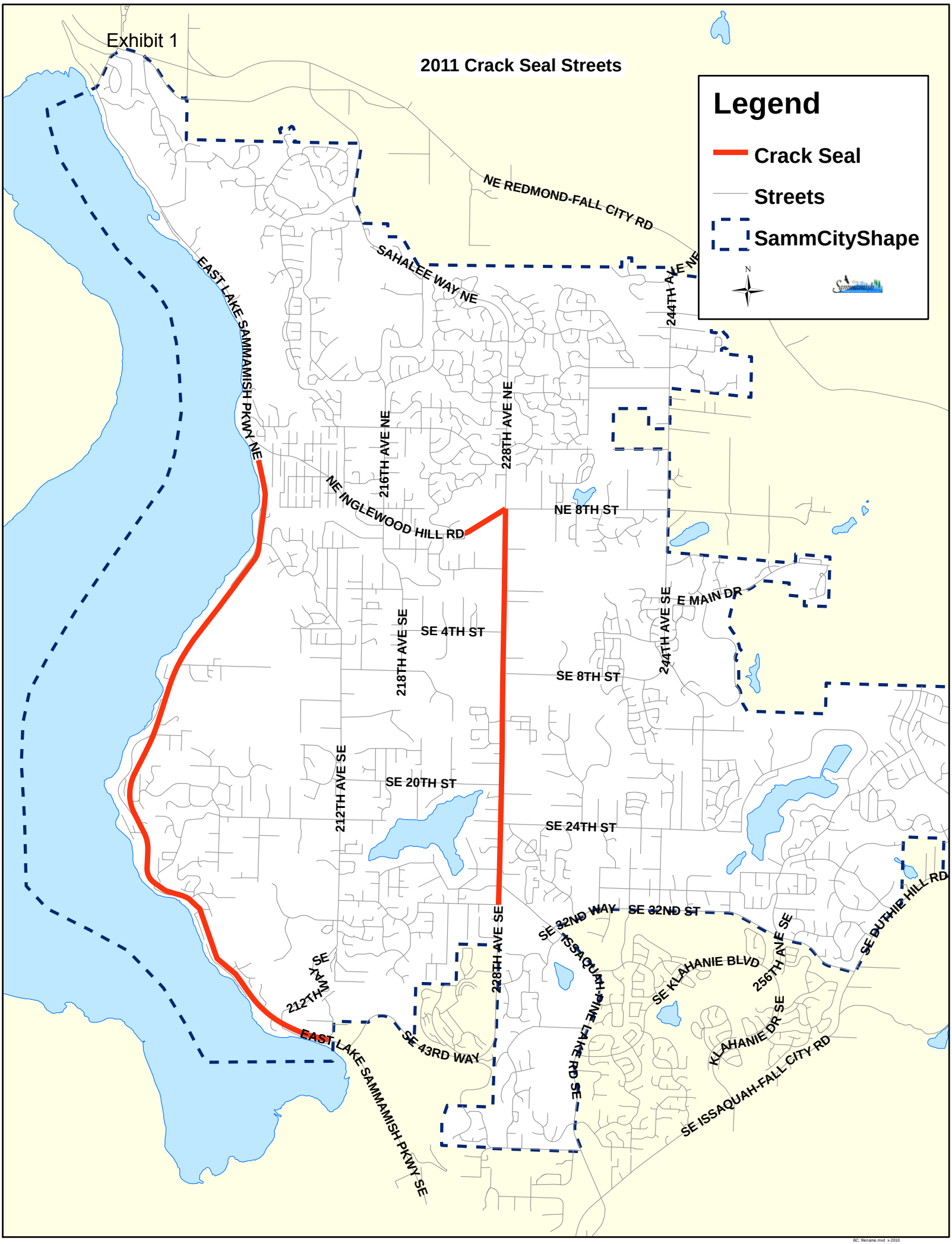
Pavement Analysis (Major Streets)	$ (20,000)
NE 244th Overlay (8th to 22nd)	$ (300,000)
Other (Survey, Wetland, ROW, etc.)	$ (18,000)
Remaining Available Budget	**$ 347,062**

Recommended Motion:

Move to authorize the City Manager to award and execute a contract for the 2011 Pavement Crack Seal project with Doolittle Construction Inc., the lowest responsible bidder in the amount of $121,538, and to administer a 10% contingency for a total not to exceed amount of $133,692.

Exhibit 1

2011 Crack Seal Streets



BC: filename.mxd x-2010

Exhibit 2

2011 Pavement Crack Seal Project

Summary of Quotes

10/6/2011			Engineers Estimate		Doolittle Construction		AA Asphalting		Northwest Asphalt	
	Approx Qty	Unit Qty	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Minor Change	1	Calc	2500	$ 2,500.00	2500	$ 2,500.00	2500	$ 2,500.00	2500	$ 2,500.00
Flaggers and Spotters	160	Hr	40	$ 6,400.00	44	$ 7,040.00	40	$ 6,400.00	110	$ 17,600.00
Other Traffic Control Labor	40	Hr	40	$ 1,600.00	44	$ 1,760.00	40	$ 1,600.00	125	$ 5,000.00
Other Temporary Traffic Control	1	LS	1500	$ 1,500.00	1000	$ 1,000.00	1000	$ 1,000.00	1500	$ 1,500.00
Crack Seal	19.3	Lane Mile	3500	$ 67,550.00	5660	$ 109,238.00	7128	$ 137,570.40	5702.4	$ 110,056.32
				$ 79,550.00		$ 121,538.00		$ 149,070.40		$ 136,656.32

Exhibit 2

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Public Works

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

Subject: Street Lighting Order for 244th Avenue Non-Motorized Project

Action Required: Authorize the City Manager to execute an authorization letter and custom street lighting order with Intolight for the construction and maintenance of four street lights on 244th Avenue NE.

Exhibits:

1. Street Lighting Authorization Letter
2. Custom Street Lighting Order

Budget: $1,700,000 in the 2011-2012 Non-Motorized Transportation Capital Fund

Summary Statement:

The Public Works Department recommends that City Council authorize the City Manager to execute an authorization letter and custom street lighting order with Intolight for the installation and maintenance of four street lights on 244th Avenue NE.

Background:

The City's 244th Avenue NE Non-Motorized Project, Phase 1, NE 8th Street to NE 11th Street, includes four street lights. During the course of design, it was determined that the new street lights would not meet the minimum clearance required from overhead power lines. To resolve this clearance problem, staff worked with Intolight to develop a lighting plan that would work within the existing constraints. Intolight is a division of Puget Sound Energy, and its crews can install and operate street lights with shorter minimum clearances. This allowed the project to move forward in a timely manner, without relocation or modification of the existing utility poles.

Financial Impact:

The cost for the installation and equipment is $28,820.12, which was planned for and is within the budget of the 2011-2012 Non-Motorized Transportation Capital Fund. The City will be billed a monthly facilities charge of $89.58 for this system.

City Council Agenda Bill

Recommended Motion:

Move to authorize the City Manager to execute an authorization letter and custom street lighting order with Intolight for the installation and maintenance of four street lights on 244th Avenue NE, with a total installation cost of $28,820.12.

Exhibit 1

INTOLIGHT®

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lightingsolutions from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

STREET LIGHTING
AUTHORIZATION LETTER

October 11, 2011

Mr. Jed Ireland, PE
City of Sammamish
Public Works Department
801 – 228th Ave SE
Sammamish, WA 98075

4 Street Lights – 244th Ave NE & NE 8th St. Improvement Project

Dear Jed:

The cost for the installation of 4-25' Mounting Height (MH), RAL6005 Green, Round, Galvanized Steel, 8' Davit Arm Poles, with 4-200 Watt high pressure sodium (HPS) RAL6005 Green, Flat Lens, Cobrahead Luminaires and secondary circuitry is **$28,820.12.** The 4 Sternberg poles includes 2 sets of 2 each banner arms and two planter brackets. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed please sign and return a copy of this Letter and a copy of the Custom Street Lighting Order. Payment will be requested upon completion. **Return one copy in the self -address envelope provided, and retain the other copy** for your file.

The following are conditions that may be required before construction of this system:

1. Locate and mark all privately owned underground facilities, if applicable.
2. Easements have been obtained from the adjacent property owner for a power extension out to 244th from the line between Lots 7 & 8 of the Inglewood Plateau subdivision.
3. Please note that the installation meets the Illumination Engineering Society's Minimum standard for roadway lighting levels. This system provides a minimum of 1.2 or better average maintained foot-candles and an average to minimum uniformity of equal to or greater than 3:1 or better . The design was submitted by Reid-Middleton.
4. Mild restoration is included.
5. Locates to be provided by the City's contractor.
6. It is assumed any necessary Permits will be covered by the successful contractor. If additional Flaggers are required beyond what the contractor provides it is your responsibility to reimburse PSE these costs.
7. The City's contractor supplies and installs the 2" PVC conduit and street light bases at locations shown on the drawings provided to them. PSE to pour the concrete bases.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425-456-2978.

Sincerely,

Jim Kennedy
Account Manager

The above contingencies are accepted and authorization is given:

By: _____ Date_____

Print Name: _____

Exhibit 2

INTOLIGHT®

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Project Name: 244th Ave NE & NE 8th St Improvement Order #: _____

Location: Sammamish

CUSTOM STREET LIGHTING ORDER

This order dated October 11, 2011 to PUGET SOUND ENERGY; Inc. (PSE) from City of Sammamish (Customer) covers the take-over of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE.

The installation charge of the listed lighting units was estimated to be $ 28,820.12. The value of the system used to determine the facilities charge is $ 20,965.26.

Fixture and Pole Type	Number
25' Mounting Height, Green (RAL6005), 8' Davit Arm Galv., Steel Poles	4
200 Watt, Green (RAL6005), Flat Lens Cobra Head Luminaires	4
Secondary Circuitry is included.	

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:
Full payment of installation charge upon completion, paid by Customer.
Monthly Facilities charge is equal to 0.263% x value of the system.
0.00263 x $20,965.26 = $ 55.14

The basis of the **Monthly Energy** charge under Rate Schedule 52 is as follows:

4-200 watt HPS units x $8.61	=	$34.44
Total Monthly Energy Charge	=	$34.44

The total monthly charges are as follows:

Total **Monthly Energy** charge	=	$ 55.14
The **Monthly Facilities** Charge	=	$ 34.44
Total monthly charge:	=	**$ 89.58**

Exhibit 2

INTOLIGHT

Page 2

CUSTOM STREET LIGHTING ORDER

PROJECT NAME: 244th Ave NE & NE 8th St Improvement, Sammamish

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Monthly Billing will be sent to the City of Sammamish

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 52.

Customer: City of Sammamish

By: _____ Date: _____

Print: _____

Title: _____

Company: Puget Sound Energy

By: _____ Date: October 11, 2011

Jim Kennedy

Title: Account Manager

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Parks and Recreation

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☒ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: On-Call contract for fence repair, fence replacement and new fence construction.

Action Required: Authorize the City Manager to execute a contract with All-Around Fence Co. for on-call fence repair, fence replacement and new fence construction services.

Exhibits: 1. Contract and scope of work

Budget: $80,000.00 funded in various project and maintenance line items (Parks and Recreation, Public Works and Facilities).

Summary Statement:

The Parks and Recreation, Public Works and Facilities Departments desire to enter into a contract with All-Around Fence Co. for on-call fence repair, fence replacement and new fence construction services. All-Around Fence Co. was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster. The contract is for an amount not-to-exceed $80,000.00 and the duration of the agreement is until December 31, 2013.

This contract will support all City facilities, ROW, parks and open spaces.

Background:

From time to time during the year, the city is in need of fence repairs, fence replacement and/or the construction of new fencing. This work takes place in our parks, ROW and other city owned facilities. The city has entered into a variety of on-call contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

This is our second on-call contract for fencing services.

Financial Impact:

The requested authorization amount is not-to-exceed $80,000.00 for the duration of the contract. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute an on-call contract with All-Around Fence Company for an amount of not-to-exceed $80,000.00 for fence repair, fence replacement and new fence construction services.

Exhibit 1

SMALL PUBLIC WORKS CONTRACT

Between:	City of Sammamish and All-Around Fence Co.
Project:	On Call Fence Repair, Maintenance and Construction Services
Commencing:	November 1, 2011
Terminating:	December 31, 2013
Amount:	Not to Exceed $80,000.00

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and All-Around Fence Co., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for fence repair, replacement and maintenance and construction services at city facilities, rights-of-way, parks; and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington.
Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages

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

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

Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

10. Termination.

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

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

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

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

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

If and only if a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

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

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

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

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

16. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

17. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

Exhibit 1

TO CITY:

City of Sammamish

Contact: Mike Keller

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 952-2122

email: mkeller@ci.sammamish.wa.us

TO CONTRACTOR:

All-Around Fence Company

Contact: Tera Armstrong/Ron Dagley

P.O. Box 1029

Ravensdale, WA 98051

Phone: 253-863-4895

email: allaroundfence@msn.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Tera Armstrong

Title: Office Manager

Date: 10-5-11

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

The scope of services and the per unit rates are as follows:

- Installed cost for 100' of 6' tall full panel cedar fence: $1,985.00 + W.S.S.T.
- Installed cost for 100' of Type 1, 6' tall black vinyl coated chain link fence: $2,165.00 + W.S.S.T.
- Installed cost for 100' of Type 1, 6' tall galvanized chain link fence: $1,775.00 + W.S.S.T.
- Longer or shorter fences will be prorated based on the base rates provided above.
- Fence removal, repair and maintenance services will be quoted on a per job/task order basis.

Exhibit 1

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☐ Corporation	☐ Partnership	☐ Government
☒ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 91-1598227 Social Security No.: 536-70-0137

Print Name: Ron Dagley

Title: owner

Business Name: All Around Fence Co.

Business Address: P.O. BOX 1029 Ravensdale WA 98051

Business Phone: 253 863-4895

10-5-11
Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Public Works

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

Subject: 2011 Storm Sewer System Cleaning Contract

Action Required: Authorize the City Manager to sign contract amendment #1, and to authorize the renewal of the Storm System Cleaning Contract for 2012 with Bravo Environmental Corporation to continue stormwater system cleaning services.

Exhibits:

1. Contract Amendment #1

Budget: There is $350,000 in the approved 2011/2012 Surface Water Management Fund Professional Services (408-000-538-35-41-00) fund.

Summary Statement:

The City of Sammamish currently uses Bravo Environmental Corporation to perform vactoring and stormwater system cleaning services. The Public Works Department is recommending an increase in the authorized contract amount to increase the amount services provided in 2011.

Background:

Over the past few years, the City has established a regular maintenance program, including annual cleaning, for the City's storm sewer system. This program has been established to comply with the Sammamish Storm Water Comprehensive Plan, standard industry maintenance practice, the City's Phase 2 NPDES permit requirements, Endangered Species Act (ESA) regulations, to help reduce possible flooding events and to ensure that the city's storm sewer system functions as efficiently as possible. Prior to establishment of this program, King County cleaned the system for the city on an "as needed basis" when operational problems occurred.

The 2011 contract authority was for $100,000. Staff recommends an increase of $20,000 to the contract amount. This will allow the maintenance of our system to continue to proactively prepare the system for the winter rains and avoid unnecessary flooding. The increased amount will also provide adequate contract authority to respond as needed during storm events or in emergency situations.

City Council Agenda Bill

Financial Impact:

The total amount of the contract amendment is $20,000.00. The initial contract with Bravo Environmental Corporation was $100,000, bringing the total contract amount to $120,000. A total of $350,000 is in the approved 2011-12 Professional Services line item of the Surface Water Fund.

Recommended Motion:

Authorize the City Manager to sign Contract Amendment #1 for $20,000, increasing the total contract amount to $120,000.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: October 12, 2011
Project: Storm System Cleaning	City Project number: NA
Consultant: Bravo Environmental	Contract Number: C2011-102

The City of Sammamish desires to amend the contract with Bravo Environmental for catch basin vactoring and stormwater system cleaning services. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Increase the contract amount by $20,000 to a total of $120,000.

PAYMENT shall be amended in accordance with the referenced contract number C2011-102 and as summarized below:

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$100,000	**$100,000**	**$20,000**	**$120,000**

_____ _____ Bravo Environmental Date	Approved: _____ _____ City of Sammamish Date

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: City Manager

Clearances:

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [ ] Public Works

Subject: Amendments to the chapter 21A related to allowing duplexes in all zones, except R-1, subject to the design guidelines of 21B for duplexes, and amending the requirements related to detached ADUs and the parking requirements for ADUs, and;
An ordinance for a proposed pilot program to allow 50 cottage housing units to be built in the R-4 through R-18 zones over a period of five years subject to the design guidelines of 21B for cottage housing.

Action Required: Open Public Hearing and 1st Reading

Exhibits:

1. Ordinance with Attachment A: Duplexes and Accessory Dwelling Units
2. Cottage Housing Pilot program ordinance.
3. Existing Town Center Duplex design standards (21B.30.270) and TC Cottage Housing design standards (21B.30.280).

Budget: N/A

Summary Statement:

Background: The Planning Commission completed eight public meetings (including public hearings and deliberations) February 2, March 3 and 17, April 21, May 5, June 16 and July 21, 2011; a public hearing on June 16, 2011. We received public testimony from two citizens.

The following are key aspects of the Planning Commission recommendations:
The Planning Commission recommended that the code be amended to allow duplexes in all zones except R-1 and that they be subject to the design standards of 21B.30.270 (Duplexes, Town Center).
The Commission also recommended that Accessory Dwelling Units section of the code be amended to modify the parking requirements allowing any site with 4 or more spaces to use the existing parking and that the minimum lot size for detached ADUs be eliminated.

The Planning Commission also, recommended that the City of Sammamish adopt a pilot program to allow 50 cottage housing units to be built in the R-4 through R-18 zones over a period of five years. These projects would be subject to the design guidelines of 21B.30.280 (cottage housing, Town Center).

City Council Agenda Bill

The Community Development Director expects to discuss some possible amendments to the pilot program after having had discussions with potential applicants who wish to utilize the new pilot program.

Financial Impact: None.

Recommended Motion: First reading and public hearing. No action required.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2011 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDIING CHAPTER, 21A.20 RELATED TO ACCESSORY DWELLING UNITS AND DUPLEXES OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City of Sammamish Comprehensive Plan Housing Element contains the following goal and policies:

> GOAL HG-7: The City shall address targets for housing affordable to low and moderate income households which should be consistent with targets in the King County Countywide Planning Policies.
>
> HP-15: The City should support the design of affordable housing that is compatible with neighborhood character and is dispersed throughout the community.
>
> HP-19: The City should consider land use regulations that will allow for the modification of existing housing in order to preserve and/or increase lower/moderate cost housing opportunities.

WHEREAS, the City Planning Commission and staff have reviewed proposed amendments to Chapter 21A of the City Municipal Code in order to implement the foregoing goals and policies ; and

WHEREAS, the Planning Commission and staff held public meetings on February 2, March 3 and 17, April 21, May 5, June 16 and July 21, 2011; a public hearing on June 16, 2011 that addressed issues related to cottage housing, ADU's and duplexes and forwarded a recommendation to the City Council on October 4, 2011; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed code amendments were issued on August 25, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on August 10, 2011 and was granted expedited review on August 25, 2011; and

WHEREAS, the City Council considered the proposed code amendments (Exhibit A), at a City Council public hearings on October 17, 2011 and November 1, 2011, and

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

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

SECTION 1. The proposed amendments to Title 21A are adopted as set forth in Exhibit A to this Ordinance

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

SECTION 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE__DAY OF NOVEMBER 2011.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Exhibit 1

Filed with the City Clerk:	October 13, 2011
Public Hearing:	October 17, 2011
First Reading:	October 17, 2011
Public Hearing:	
Second Reading:	
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Exhibit 1

Sammamish Accessory Dwelling Unit Code.

SMC 21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

		ZONE	RESIDENTIAL				
			Urban Residential		Neighborhood Business	Community Business	Office
SIC#	**SPECIFIC LAND USE**		**R-1 – R-8**	**R-12 – R-18**	**NB**	**CB**	**O**
	DWELLING UNITS, TYPES:						
*	Single detached		P C9	P C9			
*	Townhouse		P10	P	P2	P2	P2
*	Apartment		P3	P	P2	P2	P2
*	Mobile home park		C6	P			
*	Duplexes (17)		P16	P	P2	P2	P2
	GROUP RESIDENCES:						
*	Community residential facility-I		C	P	P2	P2	P2
*	Community residential facility-II				P2	P2	P2
*	Dormitory		C4	P			
*	Senior citizen assisted housing			P	P2	P2	P2
	ACCESSORY USES:						
*	***Residential accessory uses***		***P5***	***P5***	***P5***	***P5***	***P5***
*	Home occupation		P	P	P	P	P
*	Home industry		C				

*	EV Charging Station 11, 12.	P13	P13	P	P	P
*	Rapid Charging Station 14	P15	P15	P	P	P
7011	Hotel/motel [(1)]				P	P
*	Bed and breakfast guesthouse	P7	P7	P7	P8	
7041	Organization hotel/lodging houses					

B. Development Conditions.

1. Except bed and breakfast guesthouses.

2. Only as part of a mixed use development subject to the conditions of Chapter 21A.30 SMC, ~~except that in the NB zone on properties with a land use designation of commercial outside of center (CO) in the urban areas~~, stand-alone townhouse developments are permitted subject to the provisions of SMC 21A.25.040, 21A.30.020, 21A.30.040 and 21A.30.140.

3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.

4. Only as an accessory to a school, college/university, or church.

5. a. Accessory dwelling units:

(1) Only one accessory dwelling per primary single detached dwelling unit;

(2) Only in the same building as the primary dwelling unit when ~~the lot is less than 10,000 square feet in area or when~~ there is more than one primary dwelling on a lot;

(3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;

(a) ~~One of t~~The dwelling units shall not exceed a floor area of 1,000 square feet when detached, except when one of the dwelling units is wholly contained within ~~a basement or attic~~ the existing residence then the floor area shall not exceed 40 percent of the floor area of the existing unit;

(b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;

(c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;

(d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;

(4) ~~One~~ No additional off-street parking space shall be ~~provided~~ required when the parcel contains four (4) or more parking spaces;

(5) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and

(6) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the

accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.

b. One single or twin engine, noncommercial aircraft shall be permitted only on lots that abut, or have a legal access that is not a City right-of-way, to a waterbody or landing field, provided:

(1) No aircraft sales, service, repair, charter, or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

6. Mobile home parks shall not be permitted in the R-1 zones.

7. Only as an accessory to the permanent residence of the operator, provided:

a. Serving meals to paying guests shall be limited to breakfast; and

b. The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the Uniform Building Code as adopted by the City of Sammamish for R-1 occupancies may accommodate up to 10 persons per night.

8. Only when part of a mixed use development.

9. Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(5) of this section.

10. Only when done in accordance with the low impact development standards in SMC 21A.30.020 and Chapter 21A.85 SMC. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

11. Level 1 and Level 2 charging only.

12. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

13. Allowed only as accessory to a primary permitted use or permitted conditional use.

14. The term “Rapid” is used interchangeably with Level 3 and Fast Charging.

15. Only as an“electric vehicle charging station-restricted”.

16. Duplexes are allowed in R-4, R-6 and R-8 zones only.

17. Subject to the design standards in 21B.30.270.

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. 02011-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON RELATING TO AN INTERIM MUNICIPAL CODE AMENDMENT TO ALLOW FOR COTTAGE HOUSING DEMONSTRATION PROJECTS.

WHEREAS, the City of Sammamish, Washington is interested in promoting a diverse mix of housing types and sizes to provide for citizens of all ages and all income levels; and

WHEREAS, development of cottage housing can provide additional diversity in housing types available in the city, and is currently allowed only in the Town Center; and

WHEREAS, cottage housing projects in residential zones have not previously been developed in Sammamish, and the impacts of such development are uncertain; and

WHEREAS, allowing cottage housing outside of the Town Center through a pilot program is appropriate to allow the City Council to assess the impacts of such projects; and

WHEREAS, the City Council will use the information gathered from the pilot program to determine whether permanent regulations should be adopted to allow cottage housing outside the Town Center; and

WHEREAS, the Planning Commission held public meetings on February 2, March 3 and 17, April 21, May 5, June 16 and July 21, 2011; and a public hearing on June 16, 2011 on proposed code amendments related to cottage housing; and

WHEREAS, the City issued a SEPA Determination of Non Significance for proposed code amendments on August 25, 2011; and

WHEREAS, the Growth Management Services Review Team of the Washington State Department of Commerce granted expedited review and approval of the proposed code amendments on August 25, 2011;

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

Section 1. Pilot Program Established - Applicability. A pilot program is hereby established to allow cottage housing in the R-4 through R-18 zones as provided in the following sections of this Ordinance:

a. The purpose of this Ordinance is to allow development of a limited number of cottage housing projects to evaluate opportunities to increase the availability of cottage housing in Sammamish neighborhoods.

b. The goals of cottage housing demonstration projects are to:

i. Increase housing supply and the choice of housing styles available in the community

ii. Promote housing affordability and greater choice by encouraging smaller and more diverse home sizes and mixes of income levels.

iii. Promote high quality design

iv. Promote projects that are compatible with existing single-family developments

v. Evaluate results to determine if permanent zoning amendments are appropriate.

c. Developments considered under the provisions of this Ordinance are subject to the development standards contained in SMC 21B and all other applicable sections of the Sammamish Municipal Code.

Section 2: Neighborhood Meeting Required.

a. Developers of cottage housing projects proposed under this Ordinance shall schedule and host a neighborhood meeting following the procedures in SMC 20.05.035

Section 3. Permit Process

a. Except for Cottage Housing Demonstration Projects that involve a subdivision as defined by the City of Sammamish Development Code, the City shall use a Type II Review process as described in Section SMC 20.05 of the Sammamish Municipal Code, with the additional requirements as described in Section 6(c) of this Ordinance.

b. For Cottage Housing Demonstration Projects that involve a subdivision as defined by Section SMC19A of the Sammamish Municipal Code, the City shall use a Type III Review process as described in Section SMC 20.05of the Sammamish Municipal Code, with the additional requirements as described in Section 6(c) of this Ordinance.

c. The proposal must demonstrate compliance with the development guidelines for cottage housing as stated in Section 21B.30.280 of the Sammamish Development Code.

d. In addition, the applicant must demonstrate that:

i. The impacts of the proposed development will be substantially similar to the impacts that would occur with a traditional development that could be constructed on the property.

ii. Except as otherwise provided in this Ordinance, the proposal is compatible with surrounding development with respect to building heights, roof forms, property lines, parking location and screening, access, and lot coverage.

iii. The proposal provides elements that contribute to a sense of community within the development by including elements such as

front entry porches, common open space, and common buildings or common spaces within buildings.

e. The City's approval of an cottage housing project does not constitute approval of a subdivision, a short plat, site plan entitlement, or a binding site plan, nor does it exempt the project from proceeding under the review requirements for a Type II or Type III Development Review process, whichever applies.

f. The City of Sammamish reserves the right to deny an application for development under this Ordinance without prejudice.

Section 4. Pilot Program monitoring. The Department of Community Development shall monitor the effect of cottage projects pursuant to the provisions of this pilot program. Such monitoring may include tracking any increase in traffic incidents, citizen comments or complaints, and any other information related to the cottage housing project. Following expiration of this ordinance, City staff shall produce a report evaluating how well the project achieved the goals of the ordinance.

Section 5 Duration of the Pilot Program. The City may approve cottage housing demonstration projects totaling up to 50 units. Except as noted in Section 3(a) of this Ordinance, applications to be part of the cottage housing demonstration program must be submitted within five calendar years from the effective date of this Ordinance on forms to be provided by the Department.

Section 6. 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 7. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 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:	October 12, 2011
Public Hearing:	October 17, 2011
First Reading:	October 17, 2011
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Exhibit 3

Duplex Code- Town Center.

21B.30.270

Single-Family and Duplexes – Lot and building design.

(1) Intent.

(a) To enhance the character of the street;

(b) To deemphasize garages and driveways as major visual elements along the street;

(c) To provide usable yard space for residents; and

(d) To emphasize landscaping in residential neighborhoods and minimize impervious surfaces.

(2) Garages placement and design.

(a) Where lots front on a public street and where vehicular access is from the street, garages or carports shall be set back at least five feet behind the front wall of the house or front edge of an unenclosed porch. On corner lots, this standard shall only apply to the designated front yard;

(b) The garage face shall occupy no more than 50 percent of the ground-level façade facing the street;

(c) Where lots abut an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography; and

(d) Garages facing the street shall have similar materials and building forms as the residence, and the front facades shall be enhanced with building details such as decorative lighting or a trellis.

(3) Driveway standards.

(a) No more than one driveway per dwelling unit;

(b) Driveways for individual lots 50 feet or wider may be up to 20 feet in width; and

(c) Driveways for individual lots less than 50 feet wide may be up to 12 feet in width. Tandem parking configurations may be used to accommodate two-car garages.

(4) Covered entry.

All houses shall provide a covered entry with a minimum dimension of eight feet by six feet. Exceptions may be granted by the Director for the use of regional housing styles that do not traditionally contain such entries. Porches up to 200 square feet may project into the front yard. See SMC 21B.25.190.

(5) Windows on the street.

Transparent windows and/or doors are required on at least 15 percent of the facade (all vertical surfaces facing the street) as determined by the Director.

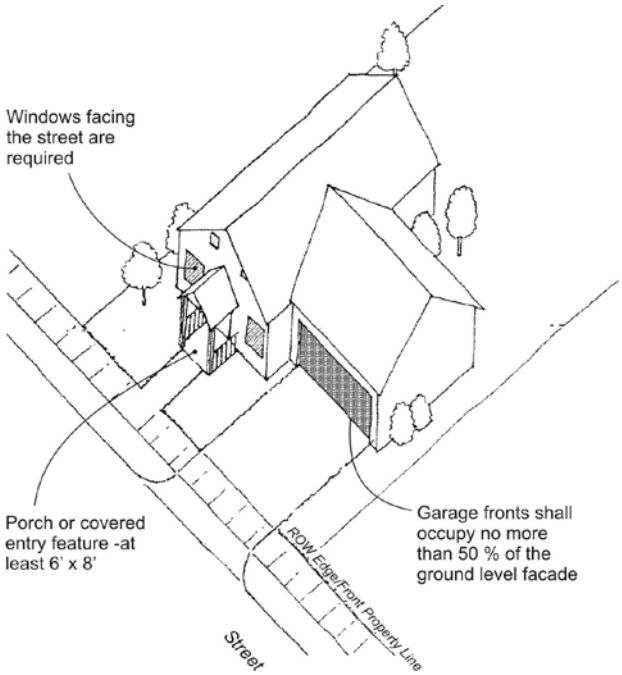


Figure 21B.30.270a. Some single-family design requirements.

(6) Stormwater management.

All developments shall adhere to sub-basin plans per SMC 21B.30.170.

(7) Minimum landscaped open space.

All single family housing lots shall provide landscaped open space at least equal to 40 percent of the lot area. See SMC 21B.30.160(1)(e) and 21B.35 for the definition and provisions for landscaped open space. Critical areas, naturally vegetated areas, and all other landscaped areas shall be counted as landscaped open space provided they are on the applicable lot.

(8) Minimum useable open space.

All residences with garages in the back yard shall provide a contiguous open space equivalent to 10 percent of the lot size. Such open space shall not be located within the front yard. The required open space shall feature a minimum dimension of 15 feet on all sides. For example, a 3,000 square foot lot would require a contiguous open space of at least 300 square feet, or 15 feet by 20 feet in area. Rooftop decks with direct and level access from dwelling units may be used to meet the requirements. Driveways shall not count in the calculations for usable open space. The Director may modify this requirement for angled building orientations, non-rectilinear or constrained (such as lots with steep topography) lots.

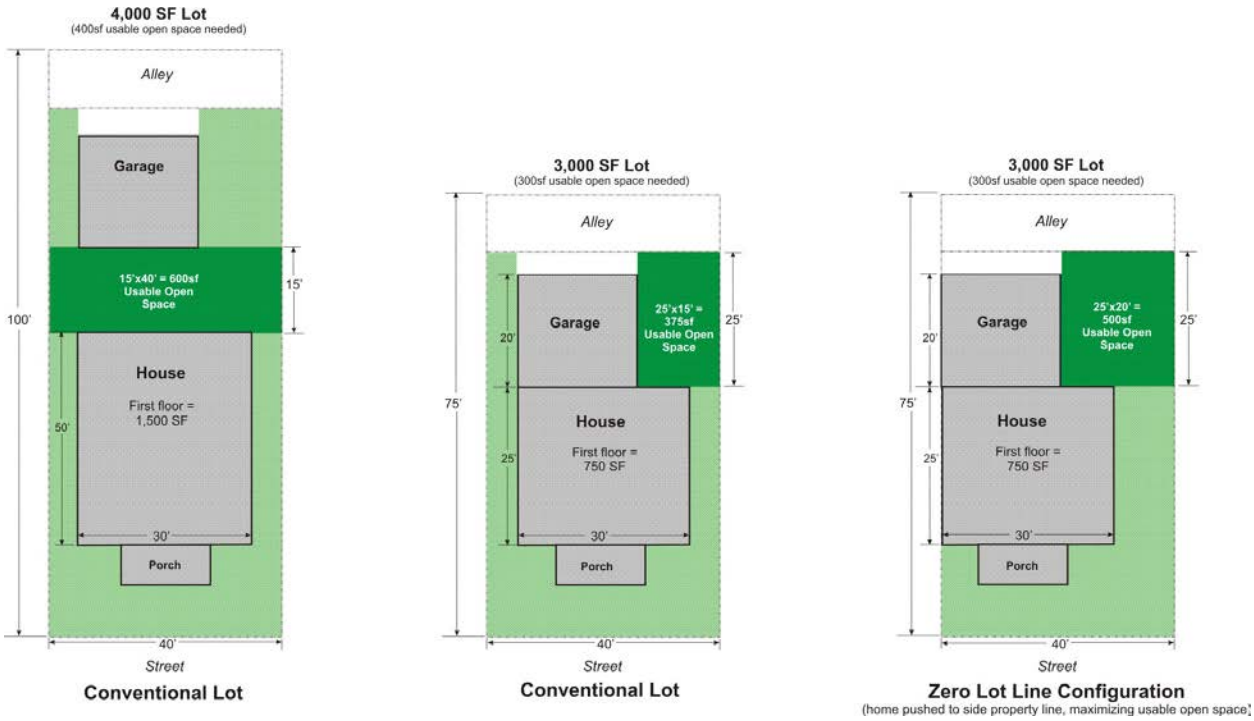


Figure 21B.30.270b. Open space requirements for alley-loaded lots.

(9) Duplex design standards.

Duplexes should be designed similar in nature to single-family homes and shall feature a visible entry and windows facing the street. The visibility of driveways and garages shall be minimized and sufficient private open space provided. Specifically, duplexes shall comply with subsections 21B.30.410 (1) through (6) above with the following exceptions and additional provisions:

(a) Duplexes may include a 20-foot wide shared driveway or two 12-foot driveways on opposite ends of the lot;

(b) Separate covered entries for each unit are required;

(c) Duplexes on corner lots shall place pedestrian entries on opposite streets; and

(d) At least 10 percent of the street-facing façade shall be windows or other glazing (e.g., door glazing).

Exhibit 3

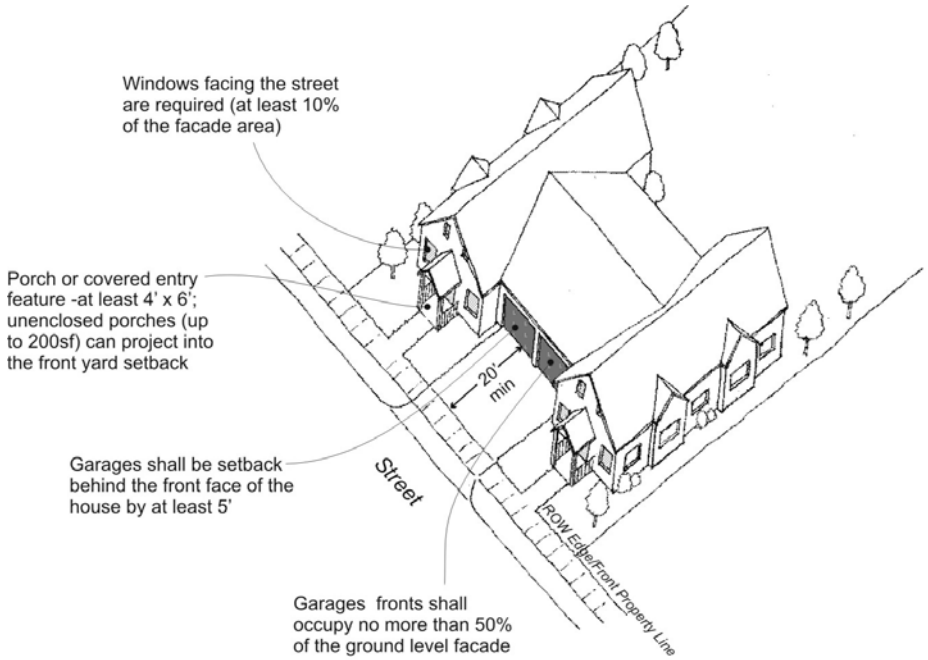


Figure 21B.30.270c. Diagram illustrating some duplex design standards.

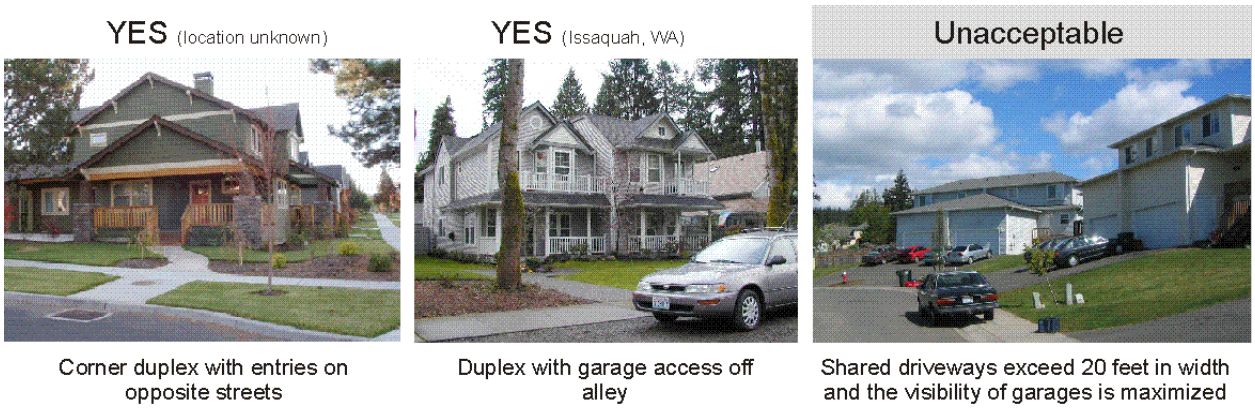


Figure 21B.30.270d. Examples of duplex standards.

Exhibit 3

TC Cottage Housing Code

21B.30.280

Single-Family – Cottage housing.

(1) Intent.

(a) To provide an opportunity for small, detached housing types clustered around a common open space;

(b) To ensure that cottage developments contribute to the overall character of the Town Center;

(c) To provide for centrally located and functional common open space that fosters a sense of community;

(d) To provide for semi-private area around individual cottages to enable diversity in landscape design and foster a sense of ownership;

(e) To minimize visual impacts of parking areas on the street and adjacent properties and the visual setting for the development; and

(f) To promote conservation of resources by providing for clusters of small dwelling units on a property.

(2) Description.

Cottage housing refers to clusters of small detached dwelling units arranged around a common open space.

(3) Lot configuration.

Cottages may be configured as condominiums or fee-simple lots provided they meet the standards herein.

(4) Density bonus.

Due to the smaller relative size of cottage units, each cottage shall be counted as one-half a dwelling unit for the purpose of calculating density. For example, a cluster of six cottages would be equivalent to three dwelling units.

(5) Table of dimensional standards.

Dimensional standards for cottages are identified below:

Standard	Requirement
Maximum Floor Area	1,200SF
Maximum Floor Area/Ground or Main Floor	800 SF
Minimum Common Space (See Design Standards below for more info)	400 SF/unit
Minimum Private Open Space (See Design Standards below for more info)	200 SF/unit

Standard	Requirement
Maximum Height for Cottages	25’ (all parts of the roof above 18’ shall be pitched with a minimum roof slope of 6:12)
Maximum Height for Cottage Accessory Structures	18’
Setbacks (to exterior property lines)	Same as Single-Family Detached (except as noted in 21B.30.420(6)
Minimum Landscaped Open Space [see SMC 21B.30.160(1)(e) and 21B.35]	40% of site
Minimum Distance Between Structures (Including accessory structures)	10’
Minimum Parking Spaces per Cottage:	1.5

(6) Units in each cluster.

Cottage housing developments shall contain a minimum of four and a maximum of 12 cottages located in a cluster to encourage a sense of community among the residents. A development site may contain more than one cottage housing development.

(7) Parking and driveway location and design.

(a) Parking shall be located on the same property as the cottage development;

(b) Parking areas shall be located to the side or rear of cottage clusters and not between the street and cottages. Parking is prohibited in the front and interior setback areas;

(c) Parking and vehicular areas shall be screened from public street and adjacent residential uses by landscaping or architectural screens. For parking lots adjacent to the street, at least 10 feet of Type III landscaping shall be provided between the sidewalk and the parking area. For parking lots along adjacent residential uses, at least 5 feet of Type I, II, or III shall be required. The Director will consider alternative landscaping techniques provided they effectively mitigate views into the parking area from the street or adjacent residential uses and enhance the visual setting for the development;

(d) Parking shall be located in clusters of not more than five adjoining uncovered spaces (except where adjacent to an alley). Exceptions will be considered by the Director provided alternative configurations improve the visual setting for development;

(e) Garages may be attached to individual cottages provided all other standards herein are met and the footprint of the ground floor, including garage, does not exceed 1,000 square feet. Such garages shall be located away from the common open spaces; and

(f) No more than one driveway per cottage cluster shall be permitted, except where clusters front onto more than one street.

(8) Common open space requirements.

(a) Shall abut at least 50 percent of the cottages in a cottage housing development;

(b) Shall have cottages abutting on at least two sides;

(c) Cottages adjacent to common open space shall be oriented around and have the main entry from the common open space;

(d) Cottages shall be within 60 feet walking distance of the common open space; and

(e) Open space shall include at least one courtyard, plaza, garden, or other central open space, with access to all units. The minimum dimensions of this open space are 15 feet by 20 feet.

(9) Required private open space.

Required private open space shall be adjacent to each dwelling unit, for the exclusive use of the cottage resident(s). The space shall be usable (not on a steep slope) and oriented toward the common open space as much as possible, with no dimension less than 10 feet.

(10) Porches.

Cottage facades facing the common open space or common pathway shall feature a roofed porch at least 80 square feet in size with a minimum dimension of eight feet on any side.

(11) Covered entry and visual interest.

Cottages facing a public street shall provide:

(a) A covered entry feature (with a minimum dimension of six feet by six feet) visible from the street;

(b) At least 10 feet of landscaped open space between the residence and the street; and

(c) At least two architectural details approved by the Director, such as:

(i) Decorative lighting;

(ii) Decorative trim;

(iii) Special door;

(iv) Trellis or decorative building element; and/or

(v) Bay window.

Alternative design treatments may be considered by the Director provided the design treatments provide visual interest to the pedestrian.

(12) Character and diversity.

Cottages and accessory buildings within a particular cluster shall be designed within the same "family" of architectural styles. Examples elements include:

(a) Similar building/roof form and pitch;

(b) Similar siding materials;

(c) Similar porch detailing; and/or

(d) Similar window trim;

A diversity of cottages can be achieved within a “family” of styles by:

(e) Alternating porch styles (such as roof forms);

(f) Alternating siding details on facades and/or roof gables; and/or

(g) Different siding color.

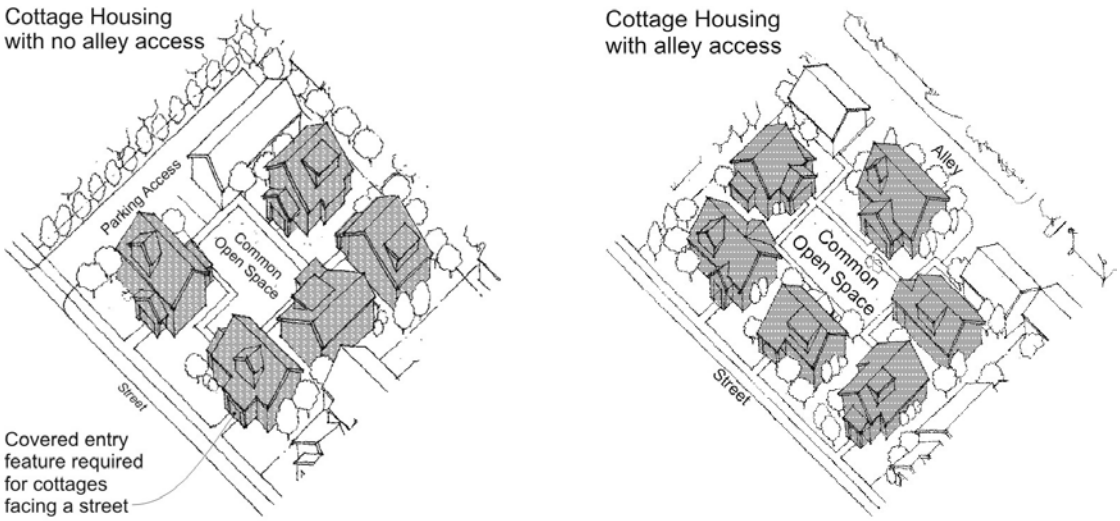


Figure 21B.30.280a. Typical cottage housing layouts.

Figure 21B.30.280b. Cottage housing examples.

(13) ADA Accessibility.

Developments are encouraged to maximize the number of units that are accessible per ADA requirements as provided in the adopted International Building Code.

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: Admin Services

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☒ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☐ Public Works

Subject: Ordinance Modifying Commission Terms

Action Required: First reading of ordinance. No action is required

Exhibits:

1. Draft Ordinance
2. Park and Recreation Commission Graph of Staggered Terms
3. Planning Commission Graph of Staggered Terms
4. Arts Commission Graph of Position Numbers and Staggered Terms

Budget: N/A

Summary Statement: This ordinance will change the starting and ending term for each Council Commission. It also reduces the number of Commissioners on the Arts Commission from 10 to 9 and eliminates the alternate positions. As well it assigns a number to each position for the purpose of assigning staggered terms. The ordinance also proposes to eliminate the two-term limitation for serving on the Arts Commission.

Background: Traditionally all commission terms began in January and ended in December. The recruitment and appointment process also took place in December. Since newly elected Councilmembers do not begin serving their terms until January, they were prevented from being able to select new commissioners. Changing the term beginning to February 1 will allow incoming Councilmember to be part of the process.

Additionally, the Arts Commission has found that having full members on the commission, rather than alternates, will provide the commission with more commissioners to help with the many events they sponsor. They also requested that the terms be staggered so they would not lose too many commissioners at one time (This is also consistent with the other commissions). The last recommended change is to eliminate the two-term limitation. The only commission which currently limits the number of consecutive terms is the Planning Commission, which only consists of seven members. While there are good reasons for this limitation on the planning commission (i.e. allowing for more residents to participate, bringing new viewpoints to the commission) this limitation on the Arts Commission would prevent much needed leadership and continuity.

Advertisement for recruitment to fill the 18 currently known vacancies has already begun. Interviews will be scheduled for early January with appointment planned for January 16, 2011.

Financial Impact: N/A

City Council Agenda Bill

Recommended Motion: No action recommended. This is the first reading.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINACE O2011-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH WASHINGTON AMENDING SECTIONS 2.30.020, 2.60.020 AND 2.65.010 OF THE SAMMAMISH MUNICIPAL CODE RELATED TO THE TERM COMMENCEMENT AND COMPLETION OF COUNCIL COMMISSIONERS

WHEREAS, the City Council approved creating a City Planning Commission, a Parks and Recreation Commission and an Arts Commission to serve as advisory bodies to the City Council; and

WHEREAS, the City Council had decided it would be beneficial to have the terms of these commissioners begin in February to allow for newly elected Councilmembers to participate in the interviews and appointments of said commissions; and

WHEREAS, the City Council desires to amend all of the terms for all the commissions; and

WHEREAS, the City Council desires to provide for a total of nine arts commission members and no nonvoting alternative members;

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

Section 1. SMC 2.30.020 ("Parks and Recreation Commission Membership"), Amended. Sammamish Municipal Code Section 2.30.020 ("Membership") is hereby amended to read as shown in Attachment A:

Section 2.30.020 Membership

(1) Number of Members.

…

(b) The current terms for all positions on the commission shall be staggered as shows in Attachment A:

~~(i): Three of the five terms that expire in 2010 shall be extended for two years and shall expire in January 31, 2013; and the remaining two terms shall be for three years and shall expire on January 31, 2014.~~

~~(ii): Of the four terms that will expire in 2011, two shall be new terms for three years and shall expire on January 31, 2015; the remaining two terms shall be for four years and shall expire on January 31, 2016.~~

(c) Following the completion of each new term established by subsection (1)(b) of this section, the term for each position shall thereafter be four years and shall commence on February 1st.

DRAFT

Section 2. SMC 2.60.020 ("Planning Commission Membership"), Amended. Sammamish Municipal Code Section 2.60.020 ("Membership") is hereby amended to read as shown in Attachment B:

Section 2.60.020 Membership

(1) Number of Members.

…

(b) The current terms for all positions on the commission shall be staggered as shown in Attachment B:

(i): ~~Two of the four terms that expire in 2007 shall be extended for three years and shall expire in 2010; and the remaining two terms shall be for four years and shall expire on January 31, 2012.~~

~~(ii): Of the three terms that will expire in December 2009, two shall be extended for four years and shall expire on January 31, 2014; and the remaining term shall be for three years and shall expire on January 31, 2013.~~

(c) Following the completion of each new term established by subsection (1)(b) of this section, the term for each position shall thereafter be four years and shall commence on February 1st.

Section 3. SMC 2.65.010(1) ("Arts Commission established – Membership"), Amended. Sammamish Municipal Code Subsection 2.65.010(1) ("Commission established – Membership") is hereby amended to read as follows:

(1) The Sammamish arts commission, consisting of nine members, appointed and confirmed by a majority vote of the members of the City council, is established. The term of office shall be four years. Commission members shall be selected for staggered terms as shown in Attachment C. All subsequent appointments shall be for four years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on January 31st and all successive terms shall commence on February 1st. ~~No member shall serve more than two consecutive terms of office. .~~

Section 4. 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 5. Effective Date**.** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF SAMMAMISH

DRAFT

_____
Mayor Donald J. Gerend

ATTEST/ATHENTICATED

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: October 11, 2011
First Reading October 17, 2011
Passed by the City Council:
Date of Publication:
Effective Date:

DRAFT

Exhibit 2

Attachment A

Parks & Recreation Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (Rena Brady)	2/2011 -1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 2 (Pauline Cantor)	2/2011 -1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 3 (Judy Petersen)	2/2011 -1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 4 (Larry Crandall)	2/2011 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position 5 (Steve Wright)	2/2011 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position 6 (Krist Morritt)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 7 (Mary Doerrer)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 8 (John James)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 9 (Hank Klein)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	

Exhibit 3

Attachment B

Planning Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (Mabbubul I.)		2/2012 -1/2016			2/2016 - 1/2020					
Position 2 (Jan Klier)		2/2012 -1/2016			2/2016 - 1/2020					
Position 3 (Mike Collins)	1/2011 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 4 (Michael L.)	1/2011 - 1/2015			2/2018 - 1/2022				2/2019 - 1/2023		
Position 5 (Kathy R.)	1/2010 - 1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 6 (Joe Lipinsky)	1/2010 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position 7 (Jeff Wasserman)	1/2010 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			

Exhibit 3

Exhibit 4

Attachment C

Arts Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (vacant)	1/2007 -1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 2 (vacant)	1/2007 -1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position3 (Barbara Jirsa)	1/2008 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position4 (Bala S)	1/2008 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position 5 (Rochell Wyatt)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 6 (Bharath S.)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 7 (Daphne R)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 8 (Li Jingyu)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 9 (vacant)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	

Exhibit 4

City Council Agenda Bill

Meeting Date: **October 17, 2011** Date Submitted: October 12, 2011

Originating Department: City Manager

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☐ Public Works

Subject: Resolution opposing or endorsing I-1125

Action Required: To approve resolution to either oppose or endorse Initiative 1125 (I-1125)

Exhibits:

1. Resolution opposing I-1125 concerning transportation
2. Resolution endorsing I-1125
3. Initiative Measure No. 1125
4. Washington State Office of Financial Fiscal Impact Statement for I-1125

Budget: N/A

Summary Statement: The City Council has requested development of a resolution endorsing and a resolution opposing I-1125 for their consideration.

Opposing I-1125

Initiative 1125 (I-1125) places restrictions on the use of tolling revenue, requires one flat rate for tolls, and establishes who sets toll rates. The initiative prohibits revenue generated from tolling on Interstate 90 from being used for replacement of the SR-520 bridge, making it harder for the State to fund this critical project.

The initiative prohibits variable tolling or congestion pricing and would require one flat rate for tolled facilities. This means that all motorists traveling across the SR-520 bridge would pay the same toll regardless of the time of day of travel. One flat toll rate is estimated to generate less toll revenue than variable tolling to help fund the SR-520 bridge replacement project.

The State of Washington and King County have received federal grant funding conditioned on implementing variable tolling on SR-520 as a congestion management tool. The State Office of Financial Management has forecasted that up to $128 million in federal funding would be in jeopardy if variable tolling is not implemented.

I-1125 also requires that the State Legislature set toll rates instead of an independent commission, which would make Washington State the only state in the nation that would have elected officials rather than an independent body set toll rates. The State Treasurer has said that having the State Legislature

set toll rates instead of an independent commission would significantly increase the cost of financing the SR-520 bridge replacement project, adding $300 million or more to the cost of the project.

Pursuant to adopted policy, the City of Sammamish has supported tolling of the SR-520 and I-90 corridors to help pay for the SR-520 bridge replacement project and to manage traffic demand on the eastside. SR-520 is the transportation link for services, businesses, employers and employees, and the movement of goods and people to and from the City. Replacement of the SR-520 bridge and corridor improvements are critical for the safe operations of SR-520 and mobility on this corridor.

Microsoft, Boeing, and an array of other business, labor, and environmental organizations oppose I-1125 due to its' damaging cost and economic implications. I-1125 is not in the best interest of the City due to the increased costs that would result for replacement of the SR-520 bridge and the threat to mobility on SR-520 and the economic health of the City.

Endorsing I-1125

Olympia still doesn't get it. Four times the voters have approved initiatives requiring two-thirds vote **o**f the Legislature to raise taxes and majority vote to increase fees. Four times. Yet despite I-1053's 64% approval last year, Olympia repeatedly violated it. I-1125 closes loopholes they put in I-1053, requiring again that fee increases be decided by elected representatives of the people, not unelected bureaucrats at state agencies. I-1125 ensures accountability and transparency.

Voters rejected a state income tax. Olympia's response? "Anything goes" tolls which would be even worse. If Olympia is going to force struggling families to pay thousands of dollars per year in burdensome tolls, I-1125 makes sure tolls are dedicated to the project. And when the project is paid for? The toll goes away. Without I-1125, tolls will continue forever, being raided and diverted during "emergencies."

Tolls aren't taxes – I-1125 keeps it that way.

I-1125 requires transportation taxes only be used for transportation – stops Olympia's bait & switch schemes. Our state imposes one of the highest gas taxes in the nation, collecting billions in transportation taxes and fees every year – before double-taxing us with burdensome tolls, I-1125 stops transportation revenue from being diverted to non-transportation purposes.

I-1125 reinstates I-1053's voter approved protections, closes loopholes, and reinforces existing statutory and constitutional protections. Governor Gregoire: "I'm not gonna let 1053 stand in the way of me moving forward for what I think is right." Voters approved I-1053 – don't let Olympia get away with violating it. Vote yes (again). Approve I-1125. *(Information regarding endorsing I-1125 provided by the Washington Secretary of State 2011 Election Voters Guide.)*

Financial Impact: N/ A

Recommended Motion: Council may choose to approve a resolution endorsing I-1125, or opposing I-1125 or choose to take no action at all.

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2011-XXX

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, OPPOSING INITIATIVE 1125 TO PROTECT GAS-TAXES AND TOLL REVENUES ACT. PROTECT THE 18TH AMENDMENT TO WASHINGTON'S CONSTITUTION

WHEREAS, Initiative Measure 1125 (I-1125) places restrictions on the use of tolling revenues, requires that all toll rates be flat rates, and establishes new requirements on who sets tolling rates; and

WHEREAS, I-1125 would restrict the use of revenue generated from tolling on Interstate 90 and would prohibit this revenue from being used for replacement of the SR-520 bridge, making it harder for the State to fund this critical safety project; and

WHEREAS, I-1125 would also prohibit the use of variable tolling or "congestion pricing" and would require one flat rate for tolled facilities, which means all motorists travelling across the SR-520 bridge pay the same toll regardless of the time of day of travel; and

WHEREAS, one flat toll rate will generate less toll revenue than variable tolling to help fund the SR-520 bridge replacement project; and

WHEREAS, the State of Washington and local agencies have received federal grant funding conditioned on implementing variable tolling on the SR-520 bridge as a congestion management tool, and the State Office of Financial Management has forecasted that up to $128 million in federal funding would be at jeopardy if variable tolling is not implemented; and

WHEREAS, I-1125 requires that toll rates be set by the State Legislature rather than by an independent commission; and

WHEREAS, the State Treasurer has said that having the Legislature set toll rates instead of an independent commission would significantly increase the cost of financing the SR-520 bridge replacement project, adding $300 million or more to the cost of the project; and

WHEREAS, I-1125 would jeopardize the State's ability to fund the SR-520 bridge replacement project and other critical transportation projects on Interstate 405, State Route 167 and the State Route 99 Alaska Way Viaduct replacement project that rely on toll revenue for funding; and

WHEREAS, SR-520 is the transportation link for services, businesses, employers and employees and the movement of goods and people to and from the City of Sammamish, and replacement of the SR-520 bridge and corridor improvements are critical for the safe operations of SR-520 and mobility on this corridor; and

WHEREAS, the City of Sammamish supports tolling of the SR-520 and I-90 corridors to help pay for the SR-520 bridge replacement project and to manage congestion of these highways; and

WHEREAS, the damaging cost and economic implications from I-1125 have led the Microsoft Corporation, the Boeing Company, and an array of business, labor, and environmental organizations to oppose I-1125; and

WHEREAS, I-1125 is not in the best interest of Sammamish due to the increased costs that would result for replacement of the SR-520 bridge and the threat to mobility on SR-520 and the economic health of the City.

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

Section 1. The Sammamish City Council takes an official position opposing I-1125 concerning transportation.

Section 2. The Sammamish City Council encourages voters to oppose I-1125 concerning transportation, due to the increased costs that would result for replacement of the SR-520 bridge and other major transportation projects and the threat to mobility on SR-520 and other highways and the economic health of the City and region.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE____ DAY OF _____ 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: October 12, 2011
Passed by the City Council:
Resolution No.: R2011-XXX

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2011-XXX

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ENDORSING INITIATIVE 1125 TO PROTECT GAS-TAXES AND TOLL REVENUES ACT. PROTECT THE 18TH AMENDMENT TO WASHINGTON'S

WHEREAS, Initiative Measure 1125 (I-1125) requires that transportation taxes and tolls only go toward transportation, CONSTITUTION prohibiting raids and diversions to non-transportation purposes; and

WHEREAS, I-1125 reinforces current law that requires that tolls be project-specific, preventing tolls from becoming de facto taxes; and

WHEREAS, I-1125 Requires that tolls expire after the project is paid for; and

WHEREAS, I-1125 Ensures that tolls are uniform and consistent.

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

Section 1. The Sammamish City Council takes an official position endorsing I-1125 concerning transportation.

Section 2. The Sammamish City Council encourages voters to endorse I-1125 concerning transportation.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE____ DAY OF _____ 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: October 12, 2011
Passed by the City Council:
Resolution No.: R2011-XXX

Complete Text
Initiative Measure 1125

PROTECT GAS-TAXES AND TOLL-REVENUES ACT
PROTECT THE 18TH AMENDMENT TO WASHINGTON'S CONSTITITUTION

AN ACT Relating to transportation; amending RCW 47.56.030, 47.56.810, 47.56.820, 47.56.830, and 47.56.790; adding new sections to chapter 46.68; and creating new sections.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF WASHINGTON:

POLICIES AND PURPOSES

NEW SECTION. **Sec. 1.** The 18th Amendment to the Washington Constitution protects gas taxes and toll revenues. But politicians and special interest groups have been working for years to sidestep the 18th Amendment's protections and divert those revenues to non-transportation purposes. This measure protects our gas taxes and toll revenues from a legislative raid by giving voters the chance to reaffirm their support for the 18th Amendment to the Washington Constitution. This measure would:

(1) Prohibit state government from diverting gas taxes and toll revenues in the motor vehicle fund or other funds to the general fund or other funds and used for non-transportation purposes;

(2) Prohibit state government from transferring or using gas-tax-funded or toll-revenue-funded lanes on state highways for non-highway purposes; and

(3) Require tolls to be dedicated to the project they're paying for, ending such tolls when the project is completed, and only allowing tolls to be used for purposes consistent with the 18th Amendment to the Washington Constitution. Tolls on a project must be spent on that project and may not be diverted and spent on other things (allowing tolls to be imposed on anyone and spent on anything stops them from being tolls and makes them into de facto taxes).

GAS TAXES AND TOLL REVENUES CANNOT BE DIVERTED TO THE GENERAL FUND OR OTHER FUNDS AND USED FOR NON-TRANSPORTATION PURPOSES

NEW SECTION. **Sec. 2.** State government, the department of transportation, and other agencies may not transfer revenues in the motor vehicle fund or any toll fund to the general fund or other funds and used for non-transportation purposes.

GAS-TAX-FUNDED OR TOLL-REVENUE-FUNDED LANES ON STATE HIGHWAYS CANNOT BE TRANSFERRED OR USED FOR NON-HIGHWAY PURPOSES

NEW SECTION. **Sec. 3.** State government, the department of transportation, and other agencies may not transfer or use gas-tax-funded or toll-funded lanes on state highways for non-highway purposes.

TOLLS ON A PROJECT MUST BE DEDICATED TO THAT PROJECT, ENDED WHEN THE PROJECT IS COMPLETED, AND USED ONLY FOR PURPOSES CONSISTENT WITH THE 18TH AMENDMENT TO THE WASHINGTON CONSTITUTION

Sec. 4. RCW 47.56.030 and 2008 c 122 s 8 are each amended to read as follows:

(1) Except as permitted under chapter 47.29 or 47.46 RCW:

(a) Unless otherwise delegated, and subject to RCW 47.56.820, the department of transportation shall have full charge of the planning, analysis, and construction of all toll bridges and other toll facilities including the Washington state ferries, and the operation and maintenance thereof.

(b) The ((~~transportation commission~~)) legislature, subject to the requirements of RCW 43.135.055 as amended by Initiative Measure No. 1053, shall determine and establish the tolls and charges thereon. Except for Washington state ferries toll facilities, revenue from tolls or charges on a highway, freeway, road, bridge, or street may only be used for the cost of construction and capital improvements to that particular highway, freeway, road, bridge, or street and all revenues from such tolls may only be used for purposes consistent with the eighteenth amendment to the Washington Constitution.

(c) Unless otherwise delegated, and subject to RCW 47.56.820, the department shall have full charge of planning, analysis, and design of all toll facilities. The department may conduct the planning, analysis, and design of toll facilities as necessary to support the legislature's consideration of tolls ((~~authorization~~)).

(d) The department shall utilize and administer toll collection systems that are simple, unified, and interoperable. To the extent practicable, the department shall avoid the use of toll booths. The department shall set the statewide standards and protocols for all toll facilities within the state, including those authorized by local authorities.

(e) Except as provided in this section, the department shall proceed with the construction of such toll bridges and other facilities and the approaches thereto by contract in the manner of state highway construction immediately upon there being made available funds for such work and shall prosecute such work to completion as rapidly as practicable. The department is authorized to negotiate contracts for any amount without bid under (e)(i) and (ii) of this subsection:

(i) Emergency contracts, in order to make repairs to ferries or ferry terminal facilities or removal of such facilities whenever continued use of ferries or ferry terminal facilities constitutes a real or immediate danger to the traveling public or precludes prudent use of such ferries or facilities; and

(ii) Single source contracts for vessel dry dockings, when there is clearly and legitimately only one available bidder to conduct dry dock-related work for a

specific class or classes of vessels. The contracts may be entered into for a single vessel dry docking or for multiple vessel dry dockings for a period not to exceed two years.

(2) The department shall proceed with the procurement of materials, supplies, services, and equipment needed for the support, maintenance, and use of a ferry, ferry terminal, or other facility operated by Washington state ferries, in accordance with chapter 43.19 RCW except as follows:

(a) When the secretary of the department of transportation determines in writing that the use of invitation for bid is either not practicable or not advantageous to the state and it may be necessary to make competitive evaluations, including technical or performance evaluations among acceptable proposals to complete the contract award, a contract may be entered into by use of a competitive sealed proposals method, and a formal request for proposals solicitation. Such formal request for proposals solicitation shall include a functional description of the needs and requirements of the state and the significant factors.

(b) When purchases are made through a formal request for proposals solicitation the contract shall be awarded to the responsible proposer whose competitive sealed proposal is determined in writing to be the most advantageous to the state taking into consideration price and other evaluation factors set forth in the request for proposals. No significant factors may be used in evaluating a proposal that are not specified in the request for proposals. Factors that may be considered in evaluating proposals include but are not limited to: Price; maintainability; reliability; commonality; performance levels; life cycle cost if applicable under this section; cost of transportation or delivery; delivery schedule offered; installation cost; cost of spare parts; availability of parts and service offered; and the following:

(i) The ability, capacity, and skill of the proposer to perform the contract or provide the service required;

(ii) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;

(iii) Whether the proposer can perform the contract within the time specified;

(iv) The quality of performance of previous contracts or services;

(v) The previous and existing compliance by the proposer with laws relating to the contract or services;

(vi) Objective, measurable criteria defined in the request for proposal. These criteria may include but are not limited to items such as discounts, delivery costs, maintenance services costs, installation costs, and transportation costs; and

(vii) Such other information as may be secured having a bearing on the decision to award the contract.

(c) When purchases are made through a request for proposal process, proposals received shall be evaluated based on the evaluation factors set forth in the request for proposal. When issuing a request for proposal for the procurement of propulsion equipment or systems that include an engine, the request for proposal must specify the use of a life cycle cost analysis that includes an

evaluation of fuel efficiency. When a life cycle cost analysis is used, the life cycle cost of a proposal shall be given at least the same relative importance as the initial price element specified in the request of proposal documents. The department may reject any and all proposals received. If the proposals are not rejected, the award shall be made to the proposer whose proposal is most advantageous to the department, considering price and the other evaluation factors set forth in the request for proposal.

Sec. 5. RCW 47.56.810 and 2008 c 122 s 3 are each amended to read as follows:

The definitions in this section apply throughout this subchapter unless the context clearly requires otherwise:

(1) "Tolling authority" means the governing body that is legally empowered to review and adjust toll rates. ((~~Unless otherwise delegated, the transportation commission~~)) As required by RCW 43.135.055 as amended by Initiative Measure No. 1053, the legislature is the tolling authority for all state highways.

(2) "Eligible toll facility" or "eligible toll facilities" means portions of the state highway system specifically identified by the legislature including, but not limited to, transportation corridors, bridges, crossings, interchanges, on-ramps, off-ramps, approaches, bistate facilities, and interconnections between highways.

(3) "Toll revenue" or "revenue from an eligible toll facility" means toll receipts, all interest income derived from the investment of toll receipts, and any gifts, grants, or other funds received for the benefit of the eligible toll facility that may only be used for purposes consistent with the eighteenth amendment to the Washington Constitution.

Sec. 6. RCW 47.56.820 and 2008 c 122 s 4 are each amended to read as follows:

(1) ((~~Unless otherwise delegated~~)) As required by RCW 43.135.055 as amended by Initiative Measure No. 1053, only the legislature may authorize the imposition of tolls on eligible toll facilities.

(2) All revenue from an eligible toll facility must be used only to construct, improve, preserve, maintain, manage, or operate the eligible toll facility on or in which the revenue is collected subject to the limitations in RCW 47.56.830. Expenditures of toll revenues are subject to appropriation and must be made only for the following purposes as long as the expenditure is consistent with the eighteenth amendment to the Washington Constitution:

(a) To cover the operating costs of the eligible toll facility, including necessary maintenance, preservation, administration, and toll enforcement by public law enforcement within the boundaries of the facility;

(b) To meet obligations for the repayment of debt and interest on the eligible toll facilities, and any other associated financing costs including, but not limited to, required reserves and insurance;

(c) To meet any other obligations to provide funding contributions for any projects or operations on the eligible toll facilities;

(d) To provide for the operations of conveyances of people or goods; or
(e) For any other improvements to the eligible toll facilities.

Sec. 7. RCW 47.56.830 and 2008 c 122 s 5 are each amended to read as follows:

Any proposal for the establishment of eligible toll facilities shall consider the following policy guidelines:

(1) Overall direction. Washington should use tolling to encourage effective use of the transportation system and provide a source of transportation funding.

(2) When to use tolling. Tolling should be used when it can be demonstrated to contribute a significant portion of the cost of a project that cannot be funded solely with existing sources or optimize the performance of the transportation system. Such tolling should, in all cases, be fairly and equitably applied in the context of the statewide transportation system and not have significant adverse impacts through the diversion of traffic to other routes that cannot otherwise be reasonably mitigated. Such tolling should also consider relevant social equity, environmental, and economic issues, and should be directed at making progress toward the state's greenhouse gas reduction goals.

(3) Use of toll revenue. All revenue from an eligible toll facility must be used only to improve, preserve, manage, or operate the eligible toll facility on or in which the revenue is collected as long as the revenues are spent on purposes consistent with the eighteenth amendment to the Washington Constitution. Additionally, toll revenue should provide for and encourage the inclusion of recycled and reclaimed construction materials.

(4) Setting toll rates. Toll rates must be set by the legislature as required by RCW 43.135.055 as amended by Initiative Measure No. 1053, must be uniform and consistent, ((~~which~~)) may not include variable pricing, and must be set to meet anticipated funding obligations. To the extent possible, the toll rates should be set to optimize system performance, recognizing necessary trade-offs to generate revenue.

(5) Duration of toll collection. ((~~Because transportation infrastructure projects have costs and benefits that extend well beyond those paid for by initial construction funding,~~)) Tolls on future toll facilities ((~~may remain in place to fund additional capacity, capital rehabilitation, maintenance, management, and operations, and to optimize performance of the system~~)) must end after the cost of the project is paid.

(6) Dedication of tolls. As referenced in RCW 47.56.030, tolls on a project must be spent on that project and may not be diverted elsewhere and all revenues from such tolls may only be used for purposes consistent with the eighteenth amendment to the Washington Constitution.

Sec. 8. RCW 47.56.790 and 2008 c 270 s 5 are each amended to read as follows:

The department shall work with the federal highways administration to determine the necessary actions for receiving federal authorization to toll the

Interstate 90 floating bridge. The department must periodically report the status of those discussions to the governor and the joint transportation committee. Toll revenue imposed and collected on the Interstate 90 floating bridge must be used exclusively for toll facilities and capital improvements to Interstate 90 and may only be used for purposes consistent with the eighteenth amendment to the Washington Constitution.

MISCELLANEOUS

NEW SECTION. **Sec. 9.** The provisions of this act are to be liberally construed to effectuate the intent, policies, and purposes of this act.

NEW SECTION. **Sec. 10.** If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

NEW SECTION. **Sec. 11.** This act is called the "Protect Gas-Taxes and Toll-Revenues Act – Protect the 18th Amendment to Washington's Constitution."

--- END ---

Exhibit 4

Fiscal Impact Statement for Initiative 1125

No fiscal impact is assumed for the Tacoma Narrows Bridge and State Route 167 toll lanes. Fiscal impacts for future toll roads and toll bridges are unknown and indeterminate. The State Treasurer states that bonds secured solely by toll revenue will become prohibitively expensive if the Legislature sets tolls, thus eliminating this financing tool for transportation projects. Prohibiting variable tolling will require additional analyses estimated to cost up to $8.3 million. Because the restrictions on future toll revenue, toll expenditures and toll lanes cannot be quantified, the fiscal impact on state and local governments from these provisions is indeterminate.

General Assumptions

- The initiative is effective Dec. 8, 2011, and applies prospectively.
- The term "highway purposes" is used to describe the 18th Amendment purposes. For purposes of the fiscal impact statement, "highway purposes" excludes operating funds for transit and other funding for transit, bicycle and pedestrian facilities that do not directly benefit the highway system.
- Estimates are described using the state's fiscal year (FY) of July 1 through June 30.
- The fiscal impact statement covers the period FY 2012 through FY 2017.
- Fiscal impacts are measured against current law, enacted budgets and bond authorizations.
- Bonds are a form of state debt used to finance capital construction and transportation projects. Bonds enable the state to receive funds today on the promise that the funds will be repaid with interest. Bonds must be authorized by the Legislature and identify how the debt will be paid.

Assumptions by Section

- **Section 2** limits expenditures from the Motor Vehicle Fund and toll funds to transportation purposes.
- **Section 3** prohibits the state and its agencies from the transfer or use of gas tax or toll-funded lanes for non-highway purposes.
- **Section 4** applies to all tolled facilities, except the Tacoma Narrows Bridge and state ferries. The Legislature shall determine and establish tolls and charges on tolled facilities. The initiative does not change existing tolls, toll rates or methodologies. However, to impose a new toll, increase a toll or change a toll methodology to increase revenue, the Legislature must act. In addition, toll revenue must be used for the facility in which the funds are generated and only for highway purposes.
- **Sections 5 through 7** apply to toll bridges and other state toll facilities, excluding state ferries, first authorized after July 1, 2008. The Legislature is the tolling authority for all state highways. The initiative does not change existing tolls, toll rates or methodologies. However, to impose a new toll, increase a toll or change a toll methodology to increase revenue, the Legislature must act. In addition, for the future:
    - Toll revenue must be used for the facility in which the funds are generated;
    - Toll revenue must be used only for highway purposes;
    - Toll rates must be uniform and consistent and may not include variable pricing; and
    - Tolls on future tolled facilities must end after the cost of the project is paid.
- **Section 8** applies only to tolls on the Interstate 90 floating bridge. Toll revenue from this facility must be used exclusively for toll facilities and capital improvements on Interstate 90 and only for highway purposes.

State and Local Fiscal Impacts
Section 2. No fiscal impact is assumed from this section. Expenditures from the Motor Vehicle Fund and toll funds are restricted by law to transportation purposes.

Section 3. This restriction is assumed to have no impact on state or local revenues. The restriction also does not direct new expenditures or new costs. Therefore, it is assumed that state and local governments will adjust their actions to comply with this restriction, resulting in no new increased or decreased costs.

Sections 4 through 8 are described by tolled facility:

Tacoma Narrows Bridge
These sections do not apply to this bridge, and therefore, no fiscal impact is assumed.

State Route 167 High-Occupancy Vehicle Lanes
Because these tolled lanes were first authorized before July 1, 2008, only Section 4 applies to them. Tolls are authorized for this facility until June 30, 2013. It is not anticipated that toll rates will increase during this authorization. Therefore, no fiscal impact is assumed on toll revenues from the lanes. There is no debt on these lanes.

Tolls collected from high-occupancy toll lanes can be used to increase transit, vanpool, carpool and trip reduction services in the State Route 167 corridor, which could be inconsistent with highway purposes. However, enacted budgets provide that all tolls collected from the lanes be used solely for the operation, administration and enforcement of these lanes. Therefore, no fiscal impact is assumed for state and local expenditures.

State Route 520 Bridge
Sections 4 though 7 apply to this bridge. Tolls are authorized and have been set for this bridge. The Legislature has identified toll revenue as part of the State Route 520 bridge replacement and high-occupancy vehicle program. It is not known whether a toll rate increase will be necessary during the period covered by this fiscal impact statement. However, if it is necessary, the Legislature will need to act to set tolls subject to requirements contained in Section 7.

Current law requires the use of variable tolling. If a toll rate increase is necessary, a new toll rate analysis and supplemental environmental review will be required to implement a uniform and consistent toll rate. Assuming that these analyses can be conducted concurrently within project schedules, the cost is estimated at up to $3.2 million. Prior analysis indicates that a fixed toll rate equivalent to the weighted average of variable tolls could reduce revenue by up to 11 percent due to different traffic patterns (Parsons Brinckerhoff analysis, March 2008). However, because a new analysis is necessary to quantify impacts and it is not certain that a toll rate increase is necessary during the period covered by the fiscal impact statement, the impact on toll revenue is indeterminate.

Federal Urban Partnership Agreement (UPA) grants were awarded to the Washington State Department of Transportation, King County and King County Ferry District conditioned on implementing variable tolling on the existing State Route 520 bridge. If a toll rate increase is necessary and variable tolling is prohibited, the state, King County and King County Ferry District would lose authority to spend remaining grant funds and could be required to repay the entire grant amount. The state has spent $64.4

million of the state's $86.1 million UPA grant, leaving $21.7 million remaining as of July 2011. King County has spent $34.8 million of the county's $41 million UPA grant, leaving $6.2 million remaining as of July 2011. The King County Ferry District was awarded $1 million, none of which has been spent as of July 2011. Because it is not known if a toll rate increase is necessary during the period covered by the fiscal impact statement or what action the federal government will take, the impact on this grant revenue is indeterminate.

Tolls collected from State Route 520 can be used to provide for the operations of conveyances of people or goods, which could be inconsistent with highway purposes. However, current law and enacted budgets provide that tolls collected from State Route 520 must be used for operation and administration of the tolled bridge and high-occupancy vehicle program and to repay bond obligations used to finance construction and capital improvement costs, which are assumed to be consistent with highway purposes. Therefore, no fiscal impact is assumed on state and local government expenditures during the period covered by the fiscal impact statement.

Current law authorizes the issuance of $1.95 billion in bonds secured solely by toll revenue or secured by both toll and gas tax revenue. The State Treasurer states that requiring tolls to be set and adjusted by the Legislature rather than by an independent toll-setting body would make the cost of bonds secured solely by toll revenue prohibitively expensive and would be unprecedented nationally. Because investors in toll revenue bonds see the independence of toll-setting bodies as a critical credit characteristic, no other toll revenue bond issuer in the nation sets tolls subject to legislative approval (Public Resource Advisory Group analysis, Feb. 8, 2011). Therefore, the State Treasurer states that bonds secured solely by toll revenue would be eliminated as a financing tool for the bridge. Gas tax or other revenues would be necessary to issue bonds, reducing overall capacity to finance transportation projects, which may impact future expenditures.

Interstate 405 High-Occupancy Vehicle Lanes

Sections 4 though 7 apply to these lanes. Tolls are authorized for these lanes, but tolls have not been set. Current law requires the use of dynamic tolling. To implement a uniform and consistent toll rate, a new toll rate analysis and supplemental environmental review would be required. Assuming that these analyses can be conducted concurrently within project schedules, the cost is estimated at up to $2.5 million. Because the new analysis is necessary to quantify impacts, the impact on toll revenue is indeterminate.

Tolls collected from Interstate 405 high-occupancy vehicle lanes can be used to provide for the operations of conveyances of people or goods, which could be inconsistent with the highway purposes. However, current law and enacted budgets provide that tolls collected from the lanes must be used for operation and administration of the tolled lanes and to repay bond obligations to finance construction and capital improvement costs, which are assumed to be consistent with the highway purposes. Therefore, no fiscal impact is assumed on state and local government expenditures during the period covered by the fiscal impact statement.

Current bond authorizations for construction and capital improvements of Interstate 405 high-occupancy vehicle lanes from Bellevue to Lynnwood are secured by gas tax revenue. Therefore, no fiscal impact is assumed on indebtedness for these lanes.

Exhibit 4

State Route 99 Alaskan Way Viaduct
Sections 4 though 7 apply to this highway. Tolls have not been authorized by the Legislature. Current toll rate analysis for this highway has assumed the use of variable pricing. To implement a uniform and consistent rate, a new toll rate analysis and supplemental environmental review would be required. Assuming that these analyses can be conducted concurrently within project schedules, the cost is estimated at up to $2.6 million. Because tolls have not been authorized and the new analysis is necessary to quantify impacts, the impact to toll revenue is indeterminate.

The Legislature has identified toll revenue as part of the State Route 99 Alaskan Way Viaduct replacement project. This expenditure is assumed to be consistent with the highway purposes. Therefore, no fiscal impact is assumed on state and local expenditures.

Current bond authorizations for construction and capital improvements for portions of the State Route 99 Alaskan Way Viaduct replacement project are secured by gas tax revenue. If costs exceed $2.4 billion, no more than $400 million of additional costs will be financed with toll revenue. Because there is no authorization to use toll revenue for bonds, the fiscal impact on indebtedness for this highway is indeterminate. Additionally, the State Treasurer states that bonds secured solely by toll revenue would be eliminated as a financing tool for this highway.

Interstate 90 Floating Bridge
Sections 4 though 8 will apply to this bridge. Whether the Legislature will authorize tolls on the Interstate 90 floating bridge and for what purpose are unknown. Therefore, the fiscal impact is unknown and indeterminate. Additionally, State Treasurer states that bonds secured solely by toll revenue would be eliminated as a financing tool for this highway.

Future Facilities
Sections 4 though 7 will apply to future tolled facilities. The Washington State Department of Transportation was directed by the Legislature to conduct tolling analysis on the Interstate 5 Columbia River Crossing in Clark County, Interstate 5 express lanes between Seattle and Northgate, Interstate 90 in King County, Interstate 405 high-occupancy vehicle lanes from Bellevue south, State Route 509 in King County and State Route 167 extension in Pierce County. Whether the Legislature will authorize tolling on these highways and for what purpose are unknown. Therefore, the fiscal impact is unknown and indeterminate. Additionally, the State Treasurer states that bonds secured solely by toll revenue would be eliminated as a financing tool for these bridges and highways.