



City Council, Regular Meeting

AGENDA

April 3, 2012

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastside Catholic High School

Presentations/Proclamations

- Child Abuse Prevention Month
- Presentation: Sister City

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 March 15, 2012 for pay date March 20, 2012 in the amount of \$253,038.74
1. Approval: Claims for period ending April 3, 2012 in the amount of \$534,919.16 for Check No. 31668 through No. 31773.
 2. Contract: Storm Water Comp Plan Update/Windward Environmental
 3. Contract: GIS ARC Server Implementation/Spatial Development/Port Madison
 4. Contract: Pavement Condition Survey/NW Pavement Management Systems
 5. Resolution: Vehicle Surplus
 6. Approval: Hearing Examiner Rules
 7. Interlocal: Permit Processing/King County
 8. Approval: Minutes for the March 13, 2012 Study Session
 9. Approval: Minutes for the March 19, 2012 Joint Meeting with Parks & Recreation Commission

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.

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

Public Hearings - None

Unfinished Business

10. Ordinance: Second Reading Solicitor Licensing

New Business

11. Resolution: Amend and Adopt Connectivity Procedures

12. Bid Award: 244th Non-Motorized Project Phase 2

Council Reports

City Manager Report

Adjournment

AGENDA CALENDAR

Apr. 2012			
Tues. 4/3	6:30 pm	Regular	Proclamation: Child Abuse Prevention Month Discussion: Sister City Executive Session: Potential Litigation (after consent agenda) Ordinance: Second Reading Solicitor Licensing Resolution: Amend and Adopt Connectivity Procedures Contract: Storm Water Comp Plan Update/Windward Environmental (consent) Contract: GIS ARC Server Implementation/ (consent) Contract: Transportation Comprehensive Plan Update/David Evans (consent) Bid Award: 244 th Non-Motorized Project Phase 2 Vehicle Surplus (consent) Interlocal: Permit Processing/King County (consent) Approval: Hearing Examiner Rules Pavement Condition Survey
Tues. 4/10	6:30 pm	Special Meeting/Study Session	228 th Operational Analysis Stormwater Mitigation/Improvements PRO Plan/Review and Discussion Ordinance: First Reading Repealing SMC 8.05
Mon. 4/16	6:30 pm	Regular Meeting	Ordinance: First Reading amending Parking regulations Executive Session: Property Acquisition
May 2012			
Tues. 5/1	6:30 pm	Regular/Study Session	Public Hearing: Ordinance First Reading Home Business Regulations Public Hearing: Ordinance First Reading amending Comp Plan /PRO Plan Ordinance: Second Reading Repealing SMC 8.05 Ordinance: Second Reading amending Parking regulations Cable TV Franchise (Study Session)
Tues. 5/8	6:30 pm	Joint Meeting/Planning Commission	Environmentally Critical Areas Transportation Comp Plan Amendment/Level of Service Study/ Transportation Impact Fees Community Center Update
Mon. 5/14	6:30 pm	Regular Meeting	Public Hearing: Ordinance Second Reading Home Business Regulations SE 8 th Street Master Park Plan CM: Emergency Plan Update Public Hearing: Ordinance Second Reading amending Comp Plan and PRO Plan
June 2012			
Tues. 6/5	6:30 pm	Regular	6 Year Transportation TIP
Tues. 6/12	6:30 pm	Study Session	Discussion: Fire Service Options Surface Water SWM Fees, CIP, and Rates Discussion
Mon. 6/18	6:30 pm	Regular Meeting	

July 2012			
Tues. 7/3	6:30 pm	Regular/Study Session	Public Hearing: First Reading Collective Garden Moratorium Discussion Fire Services (Study Session)
Tues. 7/10	6:30 pm	Joint Meeting/Redmond CC	2013-2014 Budget Revenue Forecast (Study Session) 2013-2014 Budget Affirm City Council List of Projects (Study Session) Non- Motorized Transportation (Study Session)
Mon. 7/16	6:30 pm	Regular Meeting	
Sept 2012			
Tues. 9/4	6:30 pm	Regular	Fire Services Resolution
Tues. 9/11	6:30 pm	Study Session	State Legislator Session 2013-2014 Budget Public Works, Parks and Rec Environmentally Critical Area Ordinance Handoff from Planning Commission
Mon. 9/17	6:30 pm	Regular Meeting/Study Session	2013-2014 Budget Admin Services, Police, Fire, Community Development (Study Session)
Oct. 2012			
Tues. 10/2	6:30 pm	Regular	
Tues. 10/9	6:30 pm	Study Session	2013-2014 Budget Finance, City Manager, City Council
Mon. 10/15	6:30 pm	Regular Meeting	Ordinance Environmentally Critical Areas First Reading Budget Discussion Additions and Deletions from Council Ordinance SWM Fees First Reading
Nov. 2012			
Tues. 11/6	6:30 pm	Regular	Initiatives & Referendums 2013-2014 Budget Public Hearing 2013-2014 Budget Ordinance First Reading Public Hearing Property Tax Ordinance Property Tax First Reading LOS TIP Ordinance SWM Fees Second Reading Ordinance Critical Area Second Reading
Tues. 11/13	6:30 pm	Study Session	
Mon. 11/19	6:30 pm	Regular Meeting	2013-2014 Budget Ordinance Second Reading Ordinance Property Tax Second Reading Resolution Salary Schedule Resolution Fee Schedule Update
Dec. 2012			
Tues. 12/4	6:30 pm	Regular	Initiatives & Referendums
Tues. 12/11	6:30 pm	Study Session	Joint Meeting with City of Issaquah
Tues. 12/17	6:30 pm	Regular Meeting	

To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise		Joint Meeting/LWSD Joint Meeting/ISD	

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

<< March

April 2012

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 9 a.m. Donate Blood at City Hall	3 6:30 p.m. City Council Meeting	4 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	5 6 p.m. Planning Commission Meeting	6	7
8	9 10 a.m. "Seniors Making Art"	10 6:30 p.m. City Council Study Session	11	12 6:30 p.m. Community Garden Steering Committee Meeting Canceled	13	14 10 a.m. Free Computer Recycling Drive 10:30 a.m. "Haiku in the Woods" - Sammamish Walks
15	16 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	17 6 p.m. Come Sit a While Public Program	18 12 p.m. Volunteer Appreciation and Recognition 6 p.m. Sammamish Youth Board Meeting	19 6 p.m. Planning Commission Meeting 7 p.m. ACT Theatre - The Pitmen Painters Community	20	21 9 p.m. Earth Day Celebration - Volunteer Event
22	23	24	25 6:30 p.m. SE 8th Street Park Master Plan - Public Meeting #2 - Design Alternatives	26	27	28 9 a.m. Volunteer Event at Illahee Trail
29 10 a.m. Sammamish Spring Recycling Collection Event & Bin Sale	30					

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

<< April

May 2012

June >>

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



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: March 29, 2012
RE: Claims for April 3, 2012

\$ 43,857.03
 16,964.51
 48.22
 215.00
 130,006.48
 343,827.92

Top 5 Expense Items in Packet

Thornberg Construction	\$137,603.53	Beaver Lake Lodge Renovation
CRW Systems	\$137,500.00	Permit Tracking System
Plantscapes	\$21,705.19	Parks & Streets Landscaping March 2012
King County Finance	\$19,572.36	Microsoft 269 - Transit Now Program
U.S. Bank Visa Card	\$16,964.51	Visa Card Purchases

43,857.03 +
 16,964.51 +
 48.22 +
 215.00 +
 130,006.48 +
 343,827.92 +
 534,919.16 *

TOTAL: \$ 534,919.16
Check # 31668 through # 31773

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/19/2012 - 10:17 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31668	03/20/2012	ANI	ANI Administrators NW Inc	1,683.67	0
31669	03/20/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
31670	03/20/2012	ICMA401	ICMA 401	33,502.18	0
31671	03/20/2012	ICMA457	ICMA457	7,571.18	0
Check Total:				43,857.03	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31672	03/23/2012	US BANK	U. S. Bank Corp Payment System	16,964.51	0
Check Total:				16,964.51	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31673	03/23/2012	US BANK	U. S. Bank Corp Payment System	48.22	0
Check Total:				48.22	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31674	03/27/2012	FBIFEE	FBI National Academy	115.00	0
31675	03/27/2012	FBIMEMBE	FBI National Academy Associates	100.00	0
Check Total:				215.00	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31676	04/03/2012	ALLIEDWA	Allied Waste Services #172	9,317.83	0
31677	04/03/2012	APSINC	APS (Formerly Pac Mail)	844.25	0
31678	04/03/2012	ARTEAST	Art East	75.00	0
31679	04/03/2012	BELZAK	Steve Belzak	42.00	0
31680	04/03/2012	BRS	Barker Rinker Seacat Architecture	1,710.00	0
31681	04/03/2012	CDW	CDW Govt Inc	2,209.10	0
31682	04/03/2012	CENTURY	Century Link	191.13	0
31683	04/03/2012	CHINOOK	Chinook Lumber	100.82	0
31684	04/03/2012	CODEPUB	Code Publishing Inc	281.85	0
31685	04/03/2012	COMCAST2	COMCAST	106.95	0
31686	04/03/2012	COMPOFF	The Complete Office	648.67	0
31687	04/03/2012	DAILY	Daily Journal of Commerce	395.90	0
31688	04/03/2012	DASNICHO	Nicholas Das	250.00	0
31689	04/03/2012	DEERE	John Deere Landscapes	47.21	0
31690	04/03/2012	EASTLKCO	Eastlake Community Church	250.00	0
31691	04/03/2012	EASTPLUM	Eastside Plumbing Services	136.88	0
31692	04/03/2012	ENDELMAN	Kyle Endelman	61.00	0
31693	04/03/2012	EVERETTS	Everett Steel, Inc	1,061.20	0
31694	04/03/2012	EWINGIRR	Ewing Irrigation	1,102.97	0
31695	04/03/2012	FIREPROT	Fire Protection, Inc.	640.58	0
31696	04/03/2012	GFOA	Govt Finance Officers Assoc	205.00	0
31697	04/03/2012	GUBATA	Allison Gubata	55.29	0
31698	04/03/2012	HOWARD	Lyman Howard	31.58	0
31699	04/03/2012	HWA	HWA GeoSciences, Inc	2,850.00	0
31700	04/03/2012	IBSEN	IBSEN Towing	193.82	0
31701	04/03/2012	IMPACT	Nathan Boessler	600.00	0
31702	04/03/2012	INTEGRA	Integra Telecom	2,228.64	0
31703	04/03/2012	IPS	Integrated Print Solutions, Inc	3,285.00	0
31704	04/03/2012	ISSIGNS	Issaquah Signs	386.54	0
31705	04/03/2012	JIRSA	Barbara Jirsa	30.32	0
31706	04/03/2012	JOHNSNDE	Debra Johnson	500.00	0
31707	04/03/2012	KINGDD	King County DDES	401.63	0
31708	04/03/2012	KINGFI	King County Finance A/R	971.00	0
31709	04/03/2012	KINGTREA	King County Treasurer	1,702.00	0
31710	04/03/2012	LAKESIDE	Lakeside Industries	1,108.14	0
31711	04/03/2012	LANE	Lane & Associates	1,050.00	0
31712	04/03/2012	LESSCHWA	Les Schwab Tire Center	2,135.78	0
31713	04/03/2012	MACDONAL	MacDonald-Miller Facility Solutions	303.52	0
31714	04/03/2012	MICRO	Microflex, Inc.	10.49	0
31715	04/03/2012	MINUTE	Mike Immel	1,354.45	0
31716	04/03/2012	NCA	Network Computing Architects Inc	1,291.61	0
31717	04/03/2012	NELSONCO	Walter E. Nelson Company	259.08	0
31718	04/03/2012	NESAM	NE Sammamish Sewer & Water	205.92	0
31719	04/03/2012	NWCASC	Northwest Cascade, Inc.	96.50	0
31720	04/03/2012	NWWeath	NW Weathernet	302.00	0
31721	04/03/2012	OTIS	Otis Elevator	508.10	0
31722	04/03/2012	PACPLANT	Pacific Plants	588.02	0
31723	04/03/2012	PACPOWER	Pacific Power Products	621.28	0
31724	04/03/2012	PCCFOA	Pierce County Clerks & Fin Officers A	225.00	0
31725	04/03/2012	PLANTSCA	Plantscapes, Inc	21,705.19	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31726	04/03/2012	POA	Pacific Office Automation	333.81	0
31727	04/03/2012	PROTH	Prothman Company	2,550.28	0
31728	04/03/2012	PSE	Puget Sound Energy	13,846.54	0
31729	04/03/2012	QBS	Quality Business Systems	199.44	0
31730	04/03/2012	R&RRENTA	R&R Rentals	54.75	0
31731	04/03/2012	REDMOND	City Of Redmond	30.14	0
31732	04/03/2012	RH2	RH2 Engineering Inc	3,142.91	0
31733	04/03/2012	ROTH	Roth Hill LLC	1,033.51	0
31734	04/03/2012	SAM	Sammamish Plateau Water Sewer	10,957.50	0
31735	04/03/2012	SAMMIAW	Sammi Awards Foundation	5,000.00	0
31736	04/03/2012	SAMSYMPH	Sammamish Symphony Orchestra Ass	1,800.00	0
31737	04/03/2012	SEATIM	Seattle Times	401.13	0
31738	04/03/2012	SEQUOYAH	Sequoyah Electric, LLC	1,967.54	0
31739	04/03/2012	SPRAGUE	SPRAGUE	178.21	0
31740	04/03/2012	SUNBELT	Sunbelt Rentals	570.89	0
31741	04/03/2012	TAGS	Tags Awards & Specialties	32.07	0
31742	04/03/2012	TIGERCON	Tiger Construction & Excavation Inc	9,463.98	0
31743	04/03/2012	UNITRENT	United Rentals NW, Inc	872.30	0
31744	04/03/2012	WACRJUST	Wa State Criminal Justice Training Cc	750.00	0
31745	04/03/2012	WADES	Wa State Dept of Enterprise Svcs	150.00	0
31746	04/03/2012	WAECOL	Wa State Dept of Ecology	8,913.49	0
31747	04/03/2012	WAREV	Wa State Dept of Revenue	251.50	0
31748	04/03/2012	WAWILD	Wa Wildlife & Recreation Coalition	250.00	0
31749	04/03/2012	ZEE	Zee Medical Service	2,577.25	0
				<u>130,006.48</u>	
Check Total:				<u>130,006.48</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31750	04/03/2012	CENTURY	Century Link	41.70	0
31751	04/03/2012	COOPERD	Darrell Cooper	700.00	0
31752	04/03/2012	CRW	CRW Systems	137,500.00	0
31753	04/03/2012	DELL	Dell Marketing L.P.	1,291.02	0
31754	04/03/2012	EVANS	David Evans & Associates, Inc	16,471.58	0
31755	04/03/2012	EWINGIRR	Ewing Irrigation	908.84	0
31756	04/03/2012	HAWLEY	Catherine Hawley	122.50	0
31757	04/03/2012	ISSCITY	City Of Issaquah	9,574.30	0
31758	04/03/2012	KINGFI	King County Finance A/R	19,572.36	0
31759	04/03/2012	MINUTE	Mike Immel	81.51	0
31760	04/03/2012	MORUP	Morup Signs Inc	1,423.50	0
31761	04/03/2012	NETRUCK	North End Truck Equip Inc	433.78	0
31762	04/03/2012	NWCASC	Northwest Cascade, Inc.	1,121.44	0
31763	04/03/2012	PACPLANT	Pacific Plants	1,505.73	0
31764	04/03/2012	PACSOIL	Pacific Topsoils, Inc	319.52	0
31765	04/03/2012	PAW	Planning Assoc of WA	260.00	0
31766	04/03/2012	PROPET	Pro Pet Distributors, Inc	2,773.47	0
31767	04/03/2012	PROTH	Prothman Company	675.68	0
31768	04/03/2012	REIDMID	Reid Middleton, Inc	1,277.00	0
31769	04/03/2012	SAM	Sammamish Plateau Water Sewer	663.64	0
31770	04/03/2012	SNYDER	Snyder Roofing of WA LLC	549.69	0
31771	04/03/2012	THORNER	Thornberg Construction Inc	137,603.53	0
31772	04/03/2012	WATRAFF	Wa Traffic Safety Commission	85.00	0
31773	04/03/2012	WHPACIFI	WH Pacific, Inc.	8,872.13	0

Check Total:

343,827.92



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 28, 2012

Originating Department: Public Works

Clearances:

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

Subject: Stormwater Management Comprehensive Plan – Consultant Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with Windward Environmental, LLC for Engineering and Professional Services for completion of the City of Sammamish Stormwater Management Comprehensive Plan

Exhibits:

1. Scope of Work
2. Cost Estimate

Budget: There is \$150,000 in the adopted 2011-2012 budget for this project (Stormwater Capital Improvement Fund).

Summary Statement:

This contract agreement will provide engineering design and professional services for the completion of the City of Sammamish Stormwater Comprehensive Plan update. The existing Stormwater Management Comprehensive Plan was completed in 2001 and is in need of updating.

Background:

Regional stormwater approaches and regulations have changed significantly since the 2001 City of Sammamish Stormwater Management Comprehensive Plan (Plan) was adopted. The purpose of this project is to update the Plan to address changes that have occurred since 2001 and to anticipate potential future stormwater management needs. This scope of work is to develop a Plan for the City that addresses future growth, stormwater infrastructure operation and maintenance needs, capital improvement project needs, National Pollutant Discharge Elimination System (NDPES) permit requirements, and protection and preservation of natural resources.

The City is currently auditing the King County stormwater billing process. This work includes reviewing current land use for all commercial sites. Compiling the results of the audit work and using the information that will be generated by Windward in the Plan; City staff will then complete a stormwater fee assessment in time for the 2013-14 biennium budget process occurring later this year.



City Council Agenda Bill

As mentioned above the Plan update will include an update to the NPDES gap analysis. The draft of the new NPDES permit is out, and there are several requirements that will affect expenditures. This Plan update is the City's chance to get out in front of the new budget demands and plan accordingly.

Financial Impact:

The 2011-2012 adopted City budget contained \$150,000 for updating the Stormwater Management Comprehensive Plan. This contract will be within the budgeted amount.

Recommended Motion:

Move to authorize the City Manager to execute a contract with the Windward Environmental, LLC, for an amount of \$143,899 plus a management reserve fund in the amount of \$6,000 for a total not to exceed contract of \$149,899 for Engineering and Professional Services in association with the completion of the update to the City of Sammamish Stormwater Management Comprehensive Plan.

Exhibit 1

b. The City shall defend, indemnify, and hold the Consultant harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damage caused by the negligence of the Consultant.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

1. The Consultant shall not cancel its insurance except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate

Exhibit 1

upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Company Name Windward Environmental
Contact Name Erin Nelson
Street Address 200 West Mercer Street, Suite 401
City, State Zip Seattle, WA 98119
Phone Number 206-812-5448
Email erinn@windwardenv.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: [Signature]

Title: City Manager

Title: Partner

Date: _____

Date: 3/28/12

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A- Scope of Work

To: Eric LaFrance, PE, City of Sammamish
From: Erin Nelson, PE, Windward Environmental
Subject: Draft Scope of Work- Stormwater Comprehensive Plan Update
Date: March 28, 2012

Project Understanding

Regional stormwater approaches and regulations have changed significantly since the 2001 City of Sammamish (City) Stormwater Comprehensive Plan (Plan) was adopted. The purpose of this project is to update the Plan to address changes that have occurred since 2001 and to anticipate potential future stormwater management needs. This scope of work is to develop a Plan for the City that addresses future growth, stormwater infrastructure operation and maintenance needs, capital improvement project needs, National Pollutant Discharge Elimination System (NDPES) permit requirements, and protection and preservation of natural resources. The tasks, and associated assumptions, deliverables, budget and schedule are described below.

Task 1- Project Management

Project management will include communications with the City of Sammamish project manager and the Windward team; scheduling and oversight of the various project activities; and budget tracking, including preparation of monthly invoices and progress reports.

Assumptions:

The following assumptions are associated with this task.

- The project will be 14 months in duration, from April 2012 through June 2013.
- A project kick-off meeting will be held with up to 4 key team members and City staff. The meeting will last no more than 2 hours.

Deliverables:

The following deliverables are included in this task:

- Fourteen monthly progress reports and project invoices
- Kick-off meeting notes

Task 2- Evaluation of Existing Program

This task involves reviewing the City's existing stormwater management program including operations and maintenance (O&M) standards and frequencies, stormwater codes, criteria for developing capital projects and elements related to the NPDES permit and other City codes, ordinances and goals. This task is broken down into distinct work elements as described below.

Task 2.1- Operations and maintenance program review

The goal of this task is to develop an understanding of the existing City stormwater O&M program. The results of the program review will be used to help the City determine an overall Level of Service (LOS) for its stormwater program, and to recommend appropriate changes, if necessary, to meet anticipated future NPDES permit conditions. Review of the O&M program will include assessment of current staffing, procedures and equipment use. Complaint and service call records will be reviewed to determine if there are specific problematic areas in the City that require more frequent attention by maintenance staff. These may include frequently flooded areas, surcharged catch basins and manholes, or water quality related complaints (odors, visible pollutants, etc.).

Assumptions:

The following assumptions are associated with this task.

- One member of the Windward team will interview staff familiar with the stormwater O&M program for the purpose of understanding the type and frequency of stormwater-related maintenance events, identified problem areas, and citizen reported issues. Up to 8 hours of interview time are assumed, which may also include field visits.
- The City will provide Windward with relevant O&M documentation including GIS maps and data, infrastructure inventories, program summaries, service requests, and citizen-reported stormwater problems. Windward will review the documentation to develop a comprehensive understanding of the program.
- Information from this task will be used to determine an overall LOS for the City's stormwater program (Task 3), and identify needs or gaps in the existing program (Task 4.1).

Deliverables:

No deliverables are associated with this task. A summary of the existing O&M program as well as recommendations for potential changes will be included in the final Stormwater Comprehensive Plan Report (Task 6).

Task 2.2- Review of stormwater-related regulations, permits, codes, and standards

Exhibit 1

This task involves assessment of the City's existing stormwater program, as it relates to the current NPDES permit and other applicable codes and standards. The existing Stormwater Management Program document required for the NPDES permit will be reviewed, as well as current City stormwater codes to evaluate how the City is meeting permit and code requirements.

Assumptions:

The following assumptions are associated with this task.

- The City will provide the current SWMP document to Windward for review, as well as other relevant codes and ordinances.

Deliverables:

No deliverables are associated with this task. A summary of the relationship of the current stormwater program to regulations, permits, codes and standards will be included in the final Stormwater Comprehensive Plan Report (Task 6).

Task 2.3- Review of existing Capital Improvement Program and Transportation Improvement Program projects

This task involves compilation and review of existing capital improvement projects that are planned or recommended, including stormwater aspects of planned transportation and park improvement projects.

Assumptions:

The following assumptions are associated with this task.

- The City will provide Windward a list of currently planned stormwater-related capital projects and all other City projects that could potentially have a surface or stormwater component.
- The City will provide Windward with relevant maps, concepts, and cost estimates associated with planned projects.
- The Windward team will review the existing planned capital projects, and make recommendations for inclusion in the updated plan as is, or for modifications to be made prior to inclusion in the updated plan.
- One member of the Windward team will interview City staff familiar with the capital projects. No more than 4 hours are allotted for interview time.

Deliverables:

No deliverables are associated with this task. A list of previously identified capital projects will be provided in the final Stormwater Comprehensive Plan Report (Task 6).

Task 3- Stormwater Level of Service Determination

Exhibit 1

This task involves working with City staff to determine an initial stormwater level of service (LOS). Considerations for level of service will include the existing program, NPDES permit requirements, public and stakeholder expectations, and City priorities. In this task, a range of level of service alternatives will be developed along with specific criteria in order to facilitate flexibility in providing an appropriate LOS in the future.

Assumptions:

The following assumptions are associated with this task.

- Information obtained in Tasks 2.1 through 2.4 will be used in the LOS evaluation.
- A range of LOS alternatives will be developed, and may include (1) basic, (2) enhanced, and (3) superior service levels.
- The Windward team will coordinate with City staff to identify stormwater program goals and an appropriate level of service from the range of alternatives.
- One coordination meeting will be held with up to 2 members of the consultant team and City staff. The meeting will last no more than 2 hours.

Deliverables:

The following deliverable is included in this task:

- A bulleted list of LOS alternatives and associated City of Sammamish stormwater program modifications will be provided to City staff for review and discussion.

Task 4- Needs Assessment and Gap Analysis

This task involves comparing the City's existing stormwater program to the desired LOS and anticipated NPDES permit conditions to determine stormwater program needs and potential modifications. This task is broken down into distinct work elements as described below.

Task 4.1- NPDES permit gap analysis

The purpose of this task is to compare the existing stormwater program with the anticipated NPDES permit conditions that will go into effect in 2013 and identify potential program changes that would need to be made in order to comply with the new permit.

Assumptions:

The following assumptions are included in this task.

- If the current draft permit is not finalized before October 2012, then the conditions of the draft permit will be assumed to be accurate for the purposes of the gap analysis.

Exhibit 1

- Elements of the existing stormwater program (identified in Tasks 2.1 through 2.4) will be used to evaluate needs and gaps associated with the new NPDES permit.

Deliverables:

The following deliverable is associated with this task.

- A spreadsheet documenting new NPDES permit requirements and associated City of Sammamish program modifications necessary to meet the new permit requirements will be prepared and submitted to the City for review and approval. The final spreadsheet and documentation will be presented in the Stormwater Comprehensive Plan Report (Task 6).

Task 4.2- Other Stormwater Program Needs

This task will include analysis of all additional stormwater program needs that are not associated with the NPDES permit, including O&M program modifications, capital projects, and programmatic strategies for managing stormwater (education, monitoring, basin studies).

Assumptions:

The following assumptions are included in this task.

- Elements of the existing stormwater program identified in Tasks 2.2 through 2.4 will be used to identify future needs and gaps relative to the desired LOS.
- Projects and strategies identified in the City's comprehensive plan, basin plans, and other documents will be incorporated into the overall program needs as appropriate.
- City-wide programmatic management strategies may be tested for relative hydrologic benefit using MGS Flood or equivalent hydrologic model. For budgeting purposes, it is assumed that no more than 20 hours of hydrologic modeling will be necessary.

Deliverables:

The following deliverable is associated with this task.

- A spreadsheet listing the preliminary program needs by category will be provided to the City for review and approval. The final list of projects, strategies and program needs will be presented in the Stormwater Comprehensive Plan Report (Task 6).

Task 5- Concepts, Costs and Prioritization

This task involves the development of concepts, costs and a prioritization method for the program needs identified in Task 4. Conceptual designs (location, layout and

Exhibit 1

section) of potential structural solutions will be developed along with planning level cost estimates. Planning level cost estimates will also be developed for non-structural solutions (basin plans, educational programs, special studies, and O&M modifications).

Assumptions:

The following assumptions are included in this task:

- Up to 6 new structural stormwater management solutions will be developed to address existing problems and potential future issues.
- Site-specific hydrologic or hydraulic modeling or calculations may be required for preliminary sizing of infrastructure. For budgeting purposes, no more than 60 hours of hydrologic and hydraulic modeling or calculations were assumed for this task.
- Conceptual designs will include location, general size and layout, and cross sections. Surveyed elevations will not be included in the conceptual design.
- Limited graphics will be prepared to illustrate the new structural solutions. For budgeting purposes, a maximum of 36 hours by HDR's graphic artist was assumed. No CAD drawings will be prepared.
- A planning level cost estimate will be provided for each management alternative.
- One meeting will be held with City staff and up to 2 members of the consultant team to discuss a prioritization strategy. This meeting will last no more than 2 hours.
- One meeting will be held with City staff and one member of the consultant team to discuss financial implications of the recommended program elements to determine options for adjusting desired level of service or adjusting stormwater rates and fees. This meeting will last no more than 2 hours.
- Natural resources/habitat design element bubble diagrams will be added where practical to concept designs.
- Stand-alone natural resources/habitat designs are not included.
- No identification/delineation of critical areas adjacent to projects is proposed.

Deliverables:

There are no deliverables associated with this task. The concepts, costs and prioritization method and results will be documented in the final Stormwater Comprehensive Plan Report (Task 6).

Task 6- Report Preparation

This task involves development of a draft and final Stormwater Comprehensive Plan Report that includes the following:

- Summary of existing program and relationship to Federal, State and City stormwater-related codes, standards and permits

Exhibit 1

- Detailed descriptions of surface water management program needs for the next 6 to 10 years, including operation and maintenance, capital projects, educational programs, studies, monitoring, and other relevant components.
- Capital improvement project conceptual design sheets.
- Planning level cost estimates for identified program needs.
- Prioritization strategy for surface water management solutions.

Assumptions:

The following assumptions are associated with this task.

- One annotated outline of the Stormwater Comprehensive Plan Report will be prepared for review and approval prior to the start of report preparation.
- There will be two review cycles for the Stormwater Comprehensive Plan Report, consisting of a preliminary draft report and final report. The draft report will be submitted electronically.
- The City will provide a single consolidated set of review comments to the consultant team for each of the preliminary draft and final reports.
- Draft deliverables associated with previous tasks (Tasks 2, 3, 4, and 5) will be finalized in the Stormwater Comprehensive Plan Report.

Deliverables:

- One annotated Stormwater Comprehensive Plan Report outline (electronically submitted in editable Microsoft Word format).
- One preliminary draft Stormwater Comprehensive Plan Report (electronically submitted in editable Microsoft Word format). It is anticipated that this report will be approximately 100 pages, including text, tables, figures and appendices.
- One final Stormwater Comprehensive Plan Report (electronically submitted in editable Microsoft Word format) that addresses comments made on the preliminary draft report. This report will be submitted both as a "track changes" document and as a final clean copy so the City can easily see how comments were addressed.
- Final Stormwater Comprehensive Plan Report incorporating changes requested in previous submittals. This report will be submitted electronically as an Adobe PDF® document, along with and 5 hard copies.

Task 7- Public Involvement and Outreach

This task involves the following items:

- Development of presentation materials for City Council, Planning Commission, and Public meetings
- Participation at City Council, Planning Commission and Public meetings

Assumptions:

Exhibit 1

The following assumptions are associated with this task.

- Up to three meetings will occur.
- Only one member of the consultant team will participate in each meeting.
- Meeting presentation materials will include a power-point presentation and one large presentation board per meeting.
- The City will identify key stakeholders who may have an interest in the Stormwater Comprehensive Plan outcome.

Deliverables:

The following deliverables are associated with this task.

- Meeting presentation materials.

Task 8- Management Reserve

This task will be set up as a contingency for additional funds (up to \$5,000), if needed. This task will only be used upon written authorization from the City's project manager.

Schedule and Budget

The estimated budget for this project is \$150,000. The project is assumed to begin in April 2012 and be completed by June 2013.

Exhibit 1

Stormwater Comprehensive Plan- Draft Budget 3/28/2012

Staff	Rate	task 1- Project Management		task 2- Review of Existing Stormwater Program		task 3- Stormwater Level of Service Determination		task 4- Needs Assessment and Gap Analysis		task 5- Concepts, Costs, Prioritization		task 6- Report Preparation		task 7- Public Involvement/Outreach		task 8- Management Reserve		Total		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Dognato, Linda	\$100.34	2	\$ 213									20	\$ 2,127					22	\$ 2,339	
Yaross, Mike	\$101.72	2	\$ 203	40	\$ 4,069			40	\$ 4,069			40	\$ 4,069					122	\$ 12,410	
Hanson, Craig	\$101.72																	0	\$ 0	
Currie, Stuart	\$115.59	4	\$ 462	20	\$ 2,312	10	\$ 1,156	60	\$ 6,935			20	\$ 2,312					114	\$ 13,177	
Atkins, Tom	\$171.08	8	\$ 1,369									10	\$ 1,711					18	\$ 3,079	
Gelmann, Kim	\$101.72											10	\$ 1,017	8	\$ 814			18	\$ 1,831	
Nelson, Edin	\$146.11	50	\$ 7,306	20	\$ 2,922	40	\$ 5,844	36	\$ 5,252	20	\$ 2,922	85	\$ 12,419	30	\$ 4,383			263	\$ 41,349	
Wiggins, Chad	\$101.72	4	\$ 407	20	\$ 2,004			40	\$ 4,069	90	\$ 6,163	20	\$ 2,034					144	\$ 14,848	
Total Labor		70	\$ 8,860	100	\$ 11,337	50	\$ 7,000	178	\$ 20,826	80	\$ 9,225	206	\$ 25,689	28	\$ 5,197		\$ 6,000	721	\$ 93,834	
Subconsultants																				
HDR		22	\$ 3,357	16	\$ 2,745	0	\$ 0	34	\$ 5,825	162	\$ 20,588	40	\$ 5,809	0	\$ 0	0	\$ 0	274	\$ 38,373	
Robin Kirschbaum	\$167.59	12	\$ 2,011	16	\$ 2,681			32	\$ 5,363	40	\$ 6,704	24	\$ 4,022					124	\$ 20,781	
Beth Peterson (QA/QC)	\$168.30							2	\$ 337	4	\$ 673	2	\$ 337					8	\$ 1,346	
Jonathan Brown	\$114.39									80	\$ 9,151	8	\$ 915					88	\$ 10,066	
Leanne Bartle (Graphics)	\$ 90.46									36	\$ 3,257							36	\$ 3,257	
Mary Mahoney (Admin)	\$ 71.77									2	\$ 144	6	\$ 431					8	\$ 574	
Monica Buhmann (Billing)	\$125.33	10	\$ 1,253																	
Maps (per page)	\$ 0.09									40	\$ 4							40	\$ 4	
Copies (per page B&W)	\$ 0.05			80	\$ 4					40	\$ 2	120	\$ 6					240	\$ 12	
Technology Charge	\$ 3.70	22	\$ 81	16	\$ 59			34	\$ 126	162	\$ 599	40	\$ 148					274	\$ 1,014	
Mileage (per mile)	\$ 0.55	20	\$ 11							100	\$ 55							120	\$ 66	
Escalation (assuming 50% labor in 2013)	4%		\$ 67		\$ 55				\$ 117		\$ 412		\$ 117							
Total (with markup- Seattle B&O tax)	1.8%		\$ 3,486		\$ 2,850				\$ 6,649		\$ 21,378		\$ 6,083						0	\$ 39,845
The Watershed Company		21	\$ 2,899	4	\$ 560	0	\$ 0	4	\$ 560	24	\$ 3,306	52	\$ 7,000	0	\$ 0	0	\$ 0	105	\$ 14,324	
Hugh Mortensen	\$140.00	13	\$ 1,820	4	\$ 560			4	\$ 560	8	\$ 1,120	16	\$ 2,240					45	\$ 6,300	
Greg Johnston	\$135.00	4	\$ 540							16	\$ 2,160							36	\$ 4,860	
Kenny Booth	\$130.00	4	\$ 520									20	\$ 2,600					24	\$ 3,120	
Mileage (per mile)	\$ 0.55	35	\$ 19							46	\$ 25							80	\$ 44	
Total (with markup- Seattle B&O tax)	1.8%		\$ 2,951		\$ 570				\$ 670		\$ 3,164		\$ 7,126						0	\$ 14,582
MGS Engineering										10	\$ 1,300							10	\$ 1,300	
Bruce Barker	\$130.00									10	\$ 1,300							10	\$ 1,300	
Maps (per page)																		0	\$ 0	
Field gear																		0	\$ 0	
Mileage (per mile)																		0	\$ 0	
Total (with markup- Seattle B&O tax)	1.8%										\$ 1,322							0	\$ 1,322	
Other Direct Costs- Windward																				
Maps (per page)	\$ 0.50												20	\$ 10				20	\$ 10	
Photocopies (per page)	\$ 0.15											500	\$ 75	100	\$ 15			600	\$ 90	
Mileage	\$ 0.55	60	\$ 33	60	\$ 33	60	\$ 33	60	\$ 33	60	\$ 33			90	\$ 50			390	\$ 215	
Total ODCs			\$ 33		\$ 33		\$ 33		\$ 33		\$ 33		\$ 75		\$ 76			0	\$ 315	
Total Costs			\$ 16,429		\$ 14,790		\$ 7,032		\$ 27,277		\$ 35,124		\$ 38,973		\$ 6,272		\$ 6,000		\$ 149,899	

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-2006378 _____

Social Security No.: _____

Print Name: John Toll _____

Title: Partner _____

Business Name: Windward Environmental _____

Business Address: 200 West Mercer Street, Suite 401
Seattle, WA 98119 _____

Business Phone: 206-378-1364 _____

3/28/12
Date


Authorized Signature (Required)

Exhibit 2

Stormwater Comprehensive Plan- Draft Budget 3/28/2012

Staff	Rate	task 1- Project Management		task 2- Review of Existing Stormwater Program		task 3- Stormwater Level of Service Determination		task 4- Needs Assessment and Gap Analysis		task 5- Concepts, Costs, Prioritization		task 6- Report Preparation		task 7- Public Involvement/Outreach		task 8- Management Reserve		total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Cognato, Linda	\$106.34	2	\$ 213		\$ -		\$ -		\$ -		\$ -	20	\$ 2,127		\$ -		\$ -	22	\$ 2,339
Yarnes, Mike	\$101.72	2	\$ 203	40	\$ 4,069		\$ -	40	\$ 4,069		\$ -	40	\$ 4,069		\$ -		\$ -	122	\$ 12,410
Hanson, Craig	\$101.72		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Currie, Stuart	\$115.59	4	\$ 462	20	\$ 2,312	10	\$ 1,156	60	\$ 6,935		\$ -	20	\$ 2,312		\$ -		\$ -	114	\$ 13,177
Atkins, Tom	\$171.08	8	\$ 1,369		\$ -		\$ -		\$ -		\$ -	10	\$ 1,711		\$ -		\$ -	18	\$ 3,079
Galimanis, Kim	\$101.72		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 1,017	8	\$ 814		\$ -	18	\$ 1,831
Nelson, Erin	\$146.11	50	\$ 7,306	20	\$ 2,922	40	\$ 5,844	38	\$ 5,552	20	\$ 2,922	85	\$ 12,419	30	\$ 4,383		\$ -	283	\$ 41,349
Wiggins, Chad	\$101.72	4	\$ 407	20	\$ 2,034		\$ -	40	\$ 4,069	60	\$ 6,103	20	\$ 2,034		\$ -		\$ -	144	\$ 14,648
Total Labor		70	\$ 9,960	100	\$ 11,337	50	\$ 7,000	178	\$ 20,625	80	\$ 9,025	205	\$ 25,689	38	\$ 5,197		\$ 5,000	721	\$ 93,834
Subconsultants																		0	\$ -
HDR		22	\$ 3,357	16	\$ 2,745	0	\$ -	34	\$ 5,825	162	\$ 20,588	40	\$ 5,859	0	\$ -	0	\$ -	274	\$ 38,373
Robin Kirschbaum	\$167.59	12	\$ 2,011	16	\$ 2,681		\$ -	32	\$ 5,363	40	\$ 6,704	24	\$ 4,022		\$ -		\$ -	124	\$ 20,781
Beth Peterson (QA/QC)	\$168.30		\$ -		\$ -		\$ -	2	\$ 337	4	\$ 673	2	\$ 337		\$ -		\$ -	8	\$ 1,346
Jonathan Brown	\$114.39		\$ -		\$ -		\$ -		\$ -	80	\$ 9,151	8	\$ 915		\$ -		\$ -	88	\$ 10,066
Leanne Bartle (Graphics)	\$ 90.46		\$ -		\$ -		\$ -		\$ -	36	\$ 3,257		\$ -		\$ -		\$ -	36	\$ 3,257
Mary Mahoney (Admin)	\$ 71.77		\$ -		\$ -		\$ -		\$ -	2	\$ 144	6	\$ 431		\$ -		\$ -	8	\$ 574
Monica Buhlmann (Billing)	\$125.33	10	\$ 1,253		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Maps (per page)	\$ 0.09		\$ -		\$ -		\$ -		\$ -	40	\$ 4		\$ -		\$ -		\$ -	40	\$ 4
Copies (per page B&W)	\$ 0.05		\$ -	80	\$ 4		\$ -		\$ -	40	\$ 2	120	\$ 6		\$ -		\$ -	240	\$ 12
Technology Charge	\$ 3.70	22	\$ 81	16	\$ 59		\$ -	34	\$ 126	162	\$ 599	40	\$ 148		\$ -		\$ -	274	\$ 1,014
Mileage (per mile)	\$ 0.55	20	\$ 11		\$ -		\$ -		\$ -	100	\$ 55		\$ -		\$ -		\$ -	120	\$ 66
Escalation (assming 50% labor in 2013)	4%		\$ 67		\$ 55		\$ -		\$ 117		\$ 412		\$ 117		\$ -		\$ -		\$ -
Total (with markup- Seattle B&O tax)	1.8%		\$ 3,486		\$ 2,850		\$ -		\$ 6,049		\$ 21,378		\$ 6,083		\$ -		\$ -	0	\$ 39,845
The Watershed Company		21	\$ 2,899	4	\$ 560	0	\$ -	4	\$ 560	24	\$ 3,305	52	\$ 7,000	0	\$ -	0	\$ -	105	\$ 14,324
Hugh Mortensen	\$140.00	13	\$ 1,820	4	\$ 560		\$ -	4	\$ 560	8	\$ 1,120	16	\$ 2,240		\$ -		\$ -	45	\$ 6,300
Greg Johnston	\$135.00	4	\$ 540		\$ -		\$ -		\$ -	16	\$ 2,160	16	\$ 2,160		\$ -		\$ -	36	\$ 4,860
Kenny Booth	\$130.00	4	\$ 520		\$ -		\$ -		\$ -		\$ -	20	\$ 2,600		\$ -		\$ -	24	\$ 3,120
Mileage (per mile)	\$ 0.55	35	\$ 19		\$ -		\$ -		\$ -	45	\$ 25		\$ -		\$ -		\$ -	80	\$ 44
Total (with markup- Seattle B&O tax)	1.8%		\$ 2,951		\$ 570		\$ -		\$ 570		\$ 3,364		\$ 7,126		\$ -		\$ -	0	\$ 14,582
MGS Engineering			\$ -		\$ -		\$ -		\$ -	10	\$ 1,300		\$ -		\$ -		\$ -	10	\$ 1,300
Bruce Barker	\$130.00		\$ -		\$ -		\$ -		\$ -	10	\$ 1,300		\$ -		\$ -		\$ -	10	\$ 1,300
Maps (per page)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Field gear			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Mileage (per mile)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total (with markup- Seattle B&O tax)	1.8%		\$ -		\$ -		\$ -		\$ -		\$ 1,323		\$ -		\$ -		\$ -	0	\$ 1,323
Other Direct Costs- Windward																		0	\$ -
Maps (per page)	\$ 0.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	20	\$ 10		\$ -	20	\$ 10
Photocopies (per page)	\$ 0.15		\$ -		\$ -		\$ -		\$ -		\$ -	500	\$ 75	100	\$ 15		\$ -	600	\$ 90
Mileage	\$ 0.55	60	\$ 33	60	\$ 33	60	\$ 33	60	\$ 33	60	\$ 33		\$ -	90	\$ 50		\$ -	390	\$ 215
Total ODCs			\$ 33		\$ 33		\$ 33		\$ 33		\$ 33		\$ 75		\$ 75		\$ -	0	\$ 315
Total Costs			\$ 16,429		\$ 14,790		\$ 7,033		\$ 27,277		\$ 35,124		\$ 38,973		\$ 5,272		\$ 5,000		\$ 149,899



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 29, 2012

Originating Department: Public Works

Clearances:

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

Subject: On-Call Enterprise GIS Support Services

Action Required:

- 1) Authorize the City Manager to execute a contract with Spatial Development International, to provide on-call enterprise GIS support services on an on-call basis, in an amount not to exceed \$50,000.
- 2) Authorize the City Manager to execute a contract with Port Madison GIS, Inc., to provide on-call enterprise GIS support services on an on-call basis, in an amount not to exceed \$25,000.

Exhibits:

1. Agreement for Services - Spatial Development International
2. Agreement for Services - Port Madison GIS, Inc.

Budget: There is a combined total of \$172,500 available in the adopted 2012 budgets for:
 SWM Fund Engineering – Prof Svc (408-000-538-32-41-00)
 Street Fund Engineering – Prof Svc (101-000-542-10-41-00)
 Technology Replacement Fund – Prof Svc (502-000-518-81-41-00)

Summary Statement:

The Public Works Department is requesting the support of two on-Call GIS (Graphic Information System) consultants to assist in the transition to the CRW TRACKiT permit tracking software (TRACKiT). The City's GIS land data is a fundamental component of the new software system. City staff do not have the necessary experience or availability to perform this work. These on call contracts will provide the expertise necessary.

Background:

Currently the City of Sammamish's mapping and data needs (GIS) are prepared and stored utilizing ESRI GIS software ArcInfo and ArcView. This provides limited ability for sharing data and maps both internally as well as externally.

In preparation for the new permit tracking system we have upgraded our GIS software from individual licenses to a server-based environment (ArcGIS Server). Not only is the new server-based system significantly more robust, it is a required component of TRACKiT. The ArcGIS Server software and



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hardware purchase was approved by Council at their regular meeting on December 7, 2010. The ArcGIS Server agenda bill identified the need for setup costs that are included in this requested authorization.

Upgrading our ArcGIS system will allow staff to review maps and data stored and maintained by the city at their desktops through a web mapping portal. It will also allow staff to graphically see data that was previously only maintained in table form (without mapping). For example, by tying this new software to the new permit software, staff will be able to open a map and see graphically where active permits and work orders (aka Citizen Action Requests) are. This will also allow the city to show on a map inventory of assets, overlay aerial images with parcel/ROW lines and identify property owners and public/private streets.

The ArcGIS Server implementation and production tasks are prioritized in the following order:

1. Support the permit and work order (CAR) system replacement – including development of Master Address Database (MAD).
2. Publish internal web map portal with base map and imagery plus Stormwater and Streets specific asset data.
3. Publish specific City or project mapping to a public web mapping portal(s).

Two key tasks must be completed in sequence within the early stages of the TRACKiT implementation. The first of these tasks entails designing and establishing a new geodatabase along with establishing the new ArcGIS Server environment. This work will be performed by Spatial Development International. The second task develops a new Master Address Database with the associated addressing standards and street naming conventions. This work will be performed by Port Madison GIS, Inc.

Both of these consultant teams will interface directly with the CRW implementation staff to provide an efficient use of resources. Deliverables will include a fully functioning ArcGIS Server installation with published web map services and a complete master address database including parcel and taxpayer addresses with methodologies for updates, re-assignments, notifications, approvals and history of such actions. Full documentation of each project will be an important part of deliverables as city staff will maintain these functions in-house once TRACKiT is in use.

Our current permit tracking software (CityView) relies on parcel address data provided by King County. This method includes many limitations and prevents the City from maintaining the integrity of address for the parcels within Sammamish. The on-call GIS consultant services will establish and implement a new Master Address Database which eliminating the limitations of our current system.

Financial Impact:

The total contract amounts are not to exceed a total of \$75,000. This amount will be covered within the existing Council approved budget amounts for the various Public Works and Non-Departmental programs under which work is expected to be performed. It is anticipated that the majority of the tasks will be funded through the following approved budget line items:

SWM Fund Engineering – Prof Svc (408-000-538-32-41-00)



City Council Agenda Bill

Street Fund Engineering – Prof Svc (101-000-542-10-41-00)
Technology Replacement Fund – Prof Svc (502-000-518-81-41-00)

As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

1. Authorize the City Manager to execute a contract with Spatial Development International to provide on-call enterprise GIS support services on an on-call basis in an amount not to exceed \$50,000.
2. Authorize the City Manager to execute a contract with Port Madison GIS, Inc. to provide on-call enterprise GIS support services on an on-call basis in an amount not to exceed \$25,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Spatial Development International

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$50,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2013, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

Exhibit 1

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

Exhibit 1

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0561
Email: jbrauns@ci.sammamish.wa.us

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

Company Name Spatial Dev
Contact Name Tedd Slind
Street Address 2208 NW Market St. Suite 202
City, State Zip Seattle, WA 98107
Phone Number (206) 369-0977
Email tslind@spatialdev.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: R. Deas

Title: City Manager

Title: Principal

Date: _____

Date: 3/28/2012

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF WORK**

ON-CALL ENTERPRISE GIS SUPPORT SERVICES

SPATIAL DEVELOPMENT INTERNATIONAL

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the products, services, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Enterprise GIS Support including, but not limited to:
 - ArcGIS Server Implementation
 - Geodatabase needs, assessment, and implementation
- Other related work requested by the CITY

Consultant will be paid on a time and materials basis in accordance with the rates presented in Exhibit D

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New

Exhibit 1

budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

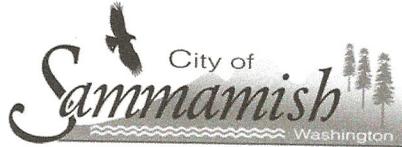
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 27-0506721

Social Security No.: _____

Print Name: Todd Slind

Title: Principal

Business Name: Spatial Development International, LLC (Spatial Dev)

Business Address: 2208 NW Market St., Suite 202, Seattle, WA 98107

Business Phone: (206) 923-9627

3/28/2012
Date

[Handwritten Signature]
Authorized Signature (Required)



Exhibit D.

2012 Consulting Rate Sheet

Staff Category	Rate (per hour)
Principal	\$155
Sr. Consultant	\$135
Consultant	\$110
Analyst	\$90

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Port Madison GIS, Inc.

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

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The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$25,000

Other (describe): _____

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Exhibit 2

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Exhibit 2

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

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

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

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

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0561
Email: jbrauns@ci.sammamish.wa.us

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

Company Name PORT MADISON GIS, INC.
Contact Name KARL JOHANSEN
Street Address 6003 NE BAKER HILL RD
City, State Zip BAINBRIDGE ISLAND, WA 98110
Phone Number (206) 276-5878
Email emmasen@msn.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Karl Johansen

Title: City Manager

Title: PRESIDENT

Date: _____

Date: 3/28/2012

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF WORK**

ON-CALL ENTERPRISE GIS SUPPORT SERVICES

SPATIAL DEVELOPMENT INTERNATIONAL

General Scope of Work

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5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New

Exhibit 2

budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT D

Consultant Billing Rates

Port Madison GIS, Inc. standard hourly billing rates (3/2012):

Project Manager	\$100
Senior GIS Analyst	\$ 80
GIS technician	\$ 50



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 28, 2012

Originating Department: Public Works

Clearances:

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

Subject: Pavement Condition Survey Contract

Action Required: Authorize the City Manager to execute a contract with Northwest Pavement Management Systems to conduct a citywide pavement condition survey

Exhibits: 1. Contract with Northwest Pavement Management Systems

Budget: There is \$3,000,000 available for the pavement management program in the adopted 2012 budget. The contract is for \$55,000 and is an anticipated program expenditure that fits well within the adopted budget.

Summary Statement:

This contract agreement will provide a citywide pavement condition survey. The information will be used as one of the decision making tools when selecting treatment types and locations for pavement overlays with Sammamish. Capturing a system wide condition data every few years provides historical data and trends that help predict the future condition of the city's street network as well as future resource needs.

Background:

The City currently uses Metropolitan Transportation Commission (MTC) Pavement Management Software titled Streetsaver. The software contains a database of our street network broken down by segment. Each street segment is surveyed and assigned a pavement condition index based on the visual distresses in the pavement.

The software predicts the rate of deterioration using the current condition and the national average for pavement life. By updating the data every few years, the software can begin to use a deterioration curve specific to Sammamish. It also helps correct for anomalies such as the hard snow and ice event that occurred in January of this year.

Northwest Pavement Management Systems will do a field survey of all streets within Sammamish and update our Streetsaver database. This information will be used to predict the future state of the system based on various funding scenarios.



City Council Agenda Bill

Financial Impact:

There is \$3,000,000 available for the pavement management program in the adopted 2012 budget in the Street Maintenance Fund (101-000-542-30-48-51). The contract is for \$55,000 and is an anticipated program expenditure that fits well within the adopted budget.

Recommended Motion:

Move to authorize the City Manager to execute a contract with the Northwest Pavement Management Systems, for an amount not to exceed \$55,000 to conduct a citywide pavement condition survey.

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: NW Pavement Management Systems

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit "B"

 x A sum not to exceed \$55,000

 Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2012, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Company Name Northwest Management Systems
Contact Name Paul Sachs
Street Address 3302 North 7th Street
City, State Zip Tacoma, WA 98406
Phone Number (253) 219-8904
Email Pesachs@aol.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Paul E Sachs

Title: City Manager

Title: President

Date: _____

Date: March 27, 2012

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

**SCOPE OF WORK FOR
THE CITY OF SAMMAMISH TO UPDATE THE
CITY' PAVEMENT MANAGEMENT PROGRAM**

Task A. Kickoff Meeting

Northwest Management Systems (NWMS) will first meet with the City to kickoff the project. At this kickoff meeting, NWMS will review the technical approach with City staff, and cover any administrative items that may be necessary. Items to be discussed include:

- ✓ Scope of work
- ✓ Project schedule
- ✓ Budgets
- ✓ Points of contacts
- ✓ Historical maintenance and rehabilitation files
- ✓ Cost information for treatments from recent bid tabs
- ✓ Existing maps

Cost: \$660

Task B. Condition Surveys & PCI Calculations

NWMS will next perform a pavement condition surveys on the City's pavement network. Roughly 1,340 sections will be inspected. Like many Puget Sound Communities, Sammamish has a pavement network that is subjected to high volumes and heavy loads from the surrounding area. The distresses present are reflective of the traffic levels, as well as the environment and climate. Common distresses include alligator cracking, rutting, distortions, patches and utility cuts as well as weathering and raveling.

The distress types to be collected will include:

- Alligator Cracking
- Longitudinal Cracking
- Transverse Cracking
- Weather and Raveling
- Rutting
- Utility Cuts and Patches

Other distress types can be identified and added to be collected at the kickoff meeting as outlined in Task A.

Approximately one sample unit will be inspected for each 1,000 lineal feet of roadway. Any variation from the established procedures will be to accommodate unique local conditions and will be reviewed with the City of Sammamish. Any areas that are not typical of the entire section will be inspected and recorded as a special sample unit..

Typically, a one-person crew will perform the condition surveys. The distress data will be recorded in the field using a PDA. NWMS will be responsible for providing all equipment necessary for performance of this task. Should City staff wish to observe NWMS' crews during this task, we will be more than happy to accommodate your wishes.

Exhibit 1

All information collected from the condition surveys will then be entered into the MTC pavement management system database. This task shall be performed at NWMS' office in order to provide quality control of all data entered into the system. NWMS recommends this procedure over data entry in the field to avoid errors and to provide backup forms of all information recorded in the field.

NWMS will then perform the pavement condition index (PCI) calculations using the MTC pavement management system software, and correct any errors found. The PCI may then be used in the pavement performance models and in the budgetary analyses.

Review Management Section Information for accuracy, e.g. pavement widths, limits, etc. Adjust or split section as needed to better manage pavement conditions by pavement section type and age.

Add any new pavement sections in the City's network to the MTC system database. This includes recently annexed areas and newly constructed subdivisions.

Cost: \$48,985

Total cost for pavement management update for the City of Sammamish: \$49,645

Deliverables for the Project

At the end of the project the following will be the deliverables for this scope of work

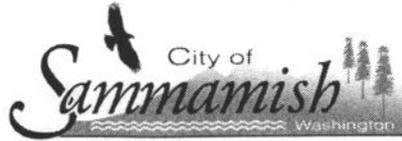
- 1) Updated pavement condition information for all streets in the City of Sammamish.
- 2) A Pavement Condition Report for each of the roughly 1,340 sections in the City.
- 3) Reports for Inventory of Inspection Units, each sample unit listing the recorded distress types, amount and severity for each sample unit.
- 4) Reports on Extrapolated Distresses for each Section.

Task C. Management Reserve

This task provides for unanticipated services deemed necessary during the course of the project. Work under this task has not been identified in the scope above. Any work or fund expenditures under this task are not to be done without explicit written authorization from the City.

As negotiated and not to exceed: \$6015

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

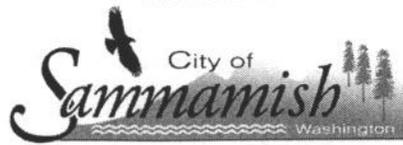
Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation

Partnership

Government Consultant

Individual/Proprietor

Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

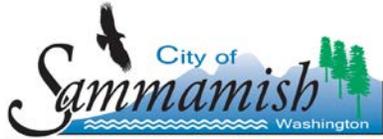
Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 26, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Declaring a City owned vehicle currently being used by Eastside Fire & Rescue as surplus property

Action Required: Adopt resolution declaring 1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726, valued at \$11,500, surplus, direct City Staff to dispose of the vehicle in a manner prescribed in State Law, and deposit the proceeds in the Eastside Fire & Rescue Equipment Replacement Fund

Exhibits:

1. Resolution: Vehicle Surplus 2012
2. Vehicle Certificate of Ownership 1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726,
3. Vehicle Title Application/Registration Certificate 2011 GMC Ambulance, License #99222C, VIN#1GD675CL0B1162650

Budget: 1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726, valued at \$11,500

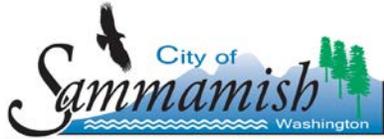
Summary Statement:

When one of Sammamish's vehicles being used by Eastside Fire & Rescue is scheduled to be replaced; the vehicle is declared surplus, sold, and the proceeds deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

Background:

Upon incorporation a number of Fire vehicles and apparatus were transferred to the City of Sammamish from Fire District 10. Vehicles are titled to the City of Sammamish as the legal owner and Eastside Fire & Rescue uses and maintains the vehicles.

Eastside Fire & Rescue's annual budget includes an Equipment Replacement Fund and Vehicle Replacement Schedule. When one of Sammamish's vehicles is scheduled to be replaced the Eastside Fire & Rescue Board requests that the City Council declare the vehicle surplus so that it



City Council Agenda Bill

may be sold and the proceeds deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

Financial Impact:

1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726, valued at \$11,500.

Recommended Motion:

Adopt resolution declaring 1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726, valued at \$11,500 surplus, direct City Staff to dispose of the vehicle in a manner prescribed in State Law, and deposit the proceeds in the Eastside Fire & Rescue Equipment Replacement Fund

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2012-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL DECLARING A VEHICLE AS SURPLUS**

WHEREAS, the City of Sammamish has established an Equipment Replacement Plan for its motor vehicles; and

WHEREAS, the Equipment Replacement Plan calls for the replacement of a vehicle owned by the City of Sammamish in 2012;

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

The following vehicle has been replaced and is declared surplus to the needs of the City and shall be disposed of in a manner prescribed in state law:

1999 Ford Road Rescue, License # 53311C, VIN #1FDXE40F5XHC10726, valued at \$11,500

**ADOPTED BY THE CITY COUNCIL AT THEIR REGULAR MEETING
THEREOF ON THE ____ DAY OF _____, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Exhibit 1

Passed by the Council:
Resolution No:

R2012- _____

STATE OF WASHINGTON VEHICLE CERTIFICATE OF OWNERSHIP

CERTIFICATE NUMBER
0126717016

LICENSE NUMBER 53311C	DATE OF APPLICATION 08/01/2000	MODEL YEAR 1999	MAKE FORD	POWER/USE G/EX	SERIES & BODY STYLE AID CAR
VEHICLE IDENTIFICATION NUMBER (VIN) 1FDXE40F5XHC10726		FLEET/EQUIP. NUMBER 7827	SCALE WT.	MILEAGE 0001950	ODOMETER CODE ACTUAL MILEAGE
COMMENTS/ BRANDS 102000 2000			PRIOR TITLE STATE WA	PRIOR TITLE NUMBER 0021420011	

7827

REGISTERED OWNER
EASTSIDE FIRE AND RESCUE
175 NEWPORT WAY NW
ISSAQUAH WA 98027

SIGNATURE(S) OF REGISTERED OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____ REGISTERED OWNER SIGNATURE DATE OF SALE

BY _____ REGISTERED OWNER SIGNATURE DATE OF SALE

LEGAL OWNER
CITY OF SAMMAMISH
486 228TH AVE NE
SAMMAMISH WA 98074-7209

SALE PRICE _____
SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____ FIRST LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

BY _____ SECOND LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.
TD-420-002 0032999 AT



LEGAL OWNER: When lien is satisfied, release interest by signing above and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170. TRANSFEREE/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY, TO AVOID PENALTY. (SEE REVERSE FOR ADDITIONAL INFORMATION.)

KEEP IN A SAFE PLACE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Seller: Please DETACH HERE

STATE OF WASHINGTON - DEPARTMENT OF LICENSING

Seller: Please DETACH HERE

VEHICLE REPORT OF SALE

ONLY RETURN THIS PORTION

REQUIRED WHENEVER OWNERSHIP CHANGES - INCLUDING DEALER TRADES

WARNING: THIS FORM DOES NOT TRANSFER OWNERSHIP

PLEASE PRINT OR TYPE - SEE IMPORTANT INSTRUCTIONS BELOW.

LICENSE NUMBER 53311C	VEHICLE IDENTIFICATION NUMBER (VIN) 1FDXE40F5XHC10726	MODEL YEAR 1999	MAKE FORD	SERIES/BODY AID CAR	CERTIFICATE NUMBER 0126717016
--------------------------	--	--------------------	--------------	------------------------	----------------------------------

TRANSFEROR/SELLER: To be released from civil/criminal liability for the operation of the vehicle you must fill in this form COMPLETELY. The completed form MUST be delivered to your local Washington vehicle license office, within 5 days from the date of sale of the vehicle. A service fee will apply.

VISIT THE DOL WEBSITE AT:
www.wa.gov/dol



TRANSFEROR
NAME OF SELLER/TRANSFEROR (CURRENT REGISTERED OWNER)
COMPLETE ADDRESS OF SELLER/TRANSFEROR
CITY STATE ZIP CODE

TRANSFeree
NAME OF PURCHASER/TRANSFeree
COMPLETE ADDRESS OF PURCHASER/TRANSFeree
CITY STATE ZIP CODE

DATE VEHICLE WAS SOLD	TODAY'S DATE	VEHICLE PURCHASE PRICE	SELLER'S/TRANSFEROR'S SIGNATURE X
-----------------------	--------------	------------------------	--------------------------------------

Seller: Please DETACH HERE

Seller: Please DETACH HERE

PENALTY FEE FOR LATE TRANSFER

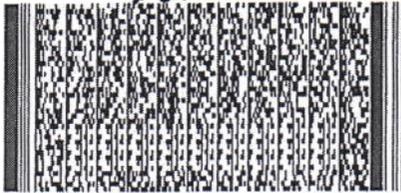
Transfer of ownership is required when there is a change in ownership. This includes, but is not limited to, adding or deleting registered owner(s), when the vehicle is sold, traded or given as a gift. The transferee/buyer of a vehicle is required to transfer the vehicle certificate of ownership within 15 calendar days, from date of delivery. This can be done using the Application for Certificate of Ownership, TD-420-001, which may be obtained from the DOL Website at: www.wa.gov/dol or from your nearest Vehicle Licensing Office. Failure to transfer ownership may result in monetary penalty pursuant to RCW 46.12.101(6).

Seller (Current Registered Owner) - Please Read:

- 1) COMPLETELY FILL OUT REPORT OF SALE ABOVE (Incomplete information may void your report of sale.)
- 2) Detach this portion and make a copy for your records. (IMPORTANT: A seller's report does not transfer ownership.)
- 3) Deliver to your local vehicle licensing agent. A service fee will apply.
- 4) The completed form must be received by the licensing agent within 5 days of sale, (excluding Saturdays, Sundays, State and Federal holidays).
- 5) Give the top portion (released Certificate of Ownership) to the buyer, who must take it to a vehicle licensing office to transfer ownership.

RCW 46.12.101 and 46.55 require that the registered owner of a vehicle notify the Department of Licensing in writing, on the appropriate form, of the sale or transfer of the vehicle. A registered owner selling or transferring interest in a vehicle SHALL BE RELIEVED OF PERSONAL LIABILITY FOR ABANDONED/JUNK VEHICLE TOWING AND STORAGE CHARGES, and shall not be deemed to be the owner of the vehicle SO AS TO BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY for the operation of the vehicle thereafter by another person WHEN: 1) He/she has made PROPER ENDORSEMENT AND DELIVERY of the Certificates of Ownership and Registration to the purchaser/transferee 2) He/she has DELIVERED TO THE DEPARTMENT WITHIN FIVE DAYS from the date of delivery, (excluding Saturdays, Sundays, State and Federal holidays) a "Seller's Report of Sale," indicating THE DATE OF SALE, THE NAME AND ADDRESS OF THE NEW OWNER or transferee, and A DESCRIPTION of the vehicle; or PROPER DOCUMENTS for registration of the vehicle pursuant to the sale or transfer.

IMPORTANT: If a Seller's Report of Sale has not been submitted to the department and the owner transfers



STATE OF WASHINGTON
 DEPARTMENT OF LICENSING
 PO Box 9038 • Olympia, Washington 98507-9038

VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

03/20/2012

1208017370513418

99222C

Lic/Plt 99222C		Issue-Date 08/2011		Tab-No	Reg-Exp EXEMPT		Value-Code/Yr 159760/2011		Depre	Mo-Reg	Mo-Gwt
Power D	Use EX	Mod-Yr 2011	Make GMC	Ser/Body AMB		Model/BT SC4/YY	VIN or Serial No 1GD675CL0B1162650		Res-Co 17	Prev-Plt	
ScLwt 10180	Seats 00	Gwt	Gwt-Strt	Gwt-Exp	Fleet	Equip	Prev Title 1133418102		Prev St WA		

BRANDS:

COMMENT:

PL-F - 17 - 18 - COLOR-RED - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE

2 A

REGISTERED OWNER

LEGAL OWNER

EASTSIDE FIRE AND RESCUE
 175 NEWPORT WAY NW
 ISSAQUAH WA 98027

CITY OF SAMMAMISH
 801 228TH AVE SE
 SAMMAMISH WA 98075

I certify that the information contained hereon is accurate and complete.

X _____
 Signature of Registered Owner(s)

X _____
 Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____, _____.

FILING	\$	4.00	TBD FEE 1714	\$	CHECK	\$	21.00
SUBAGENT	\$	12.00	RTA EXCISE	\$	CASH	\$	
LOCAL FEE	\$		USE TAX	\$	TOTAL FEES	\$	21.00
LICENSE SRVC	\$		OTHER	\$			
GWT/VWT FEE	\$		DONOR AWARENESS	\$			
QUICK TITLE	\$		STATE PARKS	\$			
					5.00		

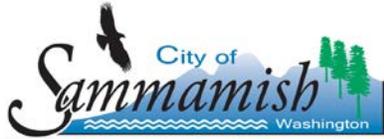
VALIDATION CODE 35173705120800320120047051341

RE-ISSUE

RPT ID: ATITPR-1

THIS DOCUMENT IS NOT PROOF OF OWNERSHIP

FPD: ATITPR:2008/10/12.00003(2)



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: February 29, 2012

Originating Department: Community Development

Clearances:

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

Subject: Hearing Examiner's Rules of Procedure

Action Required: Review rules, modify by motion if desired

Exhibits:

1. Hearing Examiner Rules
2. Hearing Examiner request for council review
3. Hearing Examiner Memo Outlining Recommended Changes from King County Rules of Procedures

Budget: Not Applicable

Summary Statement:

The hearing examiner for the City of Sammamish has authority under SMC 20.10.190 to adopt rules for the conduct of hearings. The Hearing Examiner has adopted the attached rules, and they were effective on January 20, 2012. The Sammamish Municipal Code provides for the City Council to review the examiner's rules.

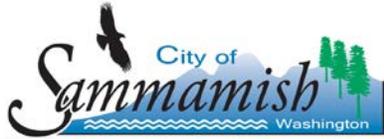
Background:

The City of Sammamish has contracted with several hearing examiners since incorporation, and has been utilizing the rules of procedure from the King County hearing examiner. Since 2008, the city has contracted for hearing examiner services with Mr. John Galt, who has recently issued updated rules of procedure for the conduct of hearings. City staff and the City attorney's office have reviewed the proposed rules and find them appropriate and easy for applicants and staff to understand and utilize. The council may accept the rules, or modify them by motion.

On March 6, 2012 the City Council tabled this action to the March 19, 2012 in order to allow the Hearing Examiner to provide further information on the changes between the new proposed rules and the existing King County Rules. This information was provided and this item was delayed to April 3, 2012 to allow adequate time for Council review.

Financial Impact:

There is no financial impact.



City Council Agenda Bill

Recommended Motion:

Motion to accept the hearing examiner rules of procedure.

CITY of SAMMAMISH

HEARING EXAMINER

RULES OF PROCEDURE

issued pursuant to Section 20.10.190
of the Sammamish Municipal Code
on January 20, 2012

Reviewed and approved by the City Council on

_____, 2012

John E. Galt, Hearing Examiner
Voice/FAX: (425) 259-3144
E-mail: jegalt@frontier.com

Exhibit 1

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Exhibit 1

AMENDMENTS

Date	Rule	Nature of Amendment
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PART 100

GENERAL RULES

104 Purpose

These rules supplement, not replace, the provisions of municipal code. In case of conflict between these rules and any provision of municipal code, the code provision prevails.

These rules address most normal circumstances which might arise when dealing with Examiner proceedings. The possibility exists that a situation may arise which has not been foreseen and which does not lend itself to full, literal compliance with these rules. Therefore, the Examiner reserves the right to exercise reasonable and necessary flexibility and discretion when applying these rules to extraordinary circumstances.

108 Definitions

The following definitions shall apply throughout these rules unless context or subject matter clearly indicates that another meaning is required:

- a) "Administrative appeal" means any appeal from a City Staff action for which jurisdiction is assigned to the Examiner under City code.
- b) "Appellant" means the person, organization, or authorized representative appealing an administrative decision to the Examiner pursuant to City code or appealing the Examiner's decision to a higher authority, depending upon the context.
- c) "Applicant" means the person, organization, or authorized representative seeking City approval of one or more permits over which the Examiner has jurisdiction.
- d) "Council" means the City Council of Sammamish.
- e) "Day(s)" means calendar days unless specifically stated otherwise herein or in City code. In counting days in a time period, the day a triggering action occurs is not counted; the time period ends at the close of business on the last day of the time period. If the last day of the period would fall on a Saturday, Sunday, legal municipal holiday, or other municipal non-business day, the time period ends at the close of business on the next municipal work day.
- f) "Examiner" means the Hearing Examiner and any Examiners *Pro Tem* appointed by the Council.
- g) "*Ex parte*" means communication with the Examiner by one party outside the presence of other parties.
- h) "Principal parties" means and is limited to the applicant(s), the appellant(s), and the respondent(s) to any given application/appeal.
- i) "Project permit application" means an application for a City permit or approval requiring a pre-decision hearing by the Examiner.

Exhibit 1

- j) "Staff" means City of Sammamish employees and contract employees who work for the City department(s) having responsibility for processing project permit applications, code enforcement, and other matters which fall within the Examiner's jurisdiction.

116 Expeditious Proceedings

It is the policy of the Examiner that, to the extent practicable and consistent with requirements of law, public hearings shall be conducted expeditiously. In the conduct of such proceedings the Examiner and all persons testifying shall make every effort at each stage of a proceeding to avoid delay.

120 Ex Parte Communication

- a) Proceedings before the Examiner are subject to requirements of due process which restrict *ex parte* communication. (See Rule 108(g) for the definition of *ex parte*.)
- b) The Examiner may communicate *ex parte* with city staff and others on procedural matters as required to perform their duties in accordance with these rules.
- c) If an *ex parte* communication other than allowed by subsection (b) is made to or by the Examiner, the Examiner shall publicly disclose such communication at the outset of the open record hearing. Where a hard copy of the communication is available, the Examiner shall enter it into the record of the proceeding.

124 Acceptability of Electronic Communications

- a) FAX and E-mail may be used in communicating with the Examiner. The sender of such a communication has the obligation to insure receipt. All such communications are subject to the *ex parte* communication restrictions of Rule 120.
- b) E-mail filing of applications, requests for reconsideration, and appeals is NOT permitted unless expressly authorized by City code or rule.
- c) Correspondence related to Examiner cases may not be submitted to the City by E-mail unless expressly authorized by City code or rule. If so authorized, the sender shall be solely responsible to ensure that E-mail correspondence is actually received by the appropriate Staff person and entered into the appropriate application/appeal file.

128 Potential Conflict of Interest Cases.

If an application/appeal is received by the City that City Staff reasonably believes may present a conflict of interest or appearance of fairness issue to the Examiner, the Staff shall, prior to assigning a hearing date and time to the application/appeal, explain their concern to the Examiner. If the Examiner concurs, the Examiner shall recuse himself from hearing the case. (See Rule 616.) The City will appoint an Examiner *Pro Tem*.

132 Special Hearing Dates

Exhibit 1

If an application/appeal is received, which, in the Staff's opinion, is likely to be of significant interest to a large number of citizens, Staff may request a special hearing date and time from the Examiner. The Examiner shall have final authority to set the date, time and place for all such special hearings.

136 Fees for Staff Services.

Nothing in these Rules affects Staff's authority to charge and collect fees for services as otherwise authorized by law, code, or adopted City policy.

140 Time Periods

- a) End of Time Periods Unless otherwise specified, a required time period ends at the municipality's regular close of business time on the last day of the time period.
- b) Effect of Non-business Days on End of Time Periods Unless otherwise regulated by law or municipal code, when a required date or the end of a required time period would fall on a municipal non-business day and/or legal holiday, the date or end of the time period shall fall on the next business day.

PART 200

PREHEARING PROCEDURES

204 Motions/Requests

- a) Filing Any person wishing to file a prehearing motion/request (such as a request for a prehearing conference, for establishment of special hearing procedures, etc.) shall submit it in writing to the City and concurrently to all principal parties to the case. The City shall FAX or E-mail the motion to the Examiner. If a motion is filed less than 20 days before the scheduled open record hearing date, there may not be sufficient time to allow written responses and prepare written rulings. In such circumstances, the Examiner may elect to rule on the motion at the open record hearing; strict adherence to the procedures set forth in the following subsections may not occur.
- b) Response Any principal party and/or the Staff may file with the Examiner a written response to a filed motion not later than 10 days after the date that the motion was filed. Responses will be considered by the Examiner if and only if received prior to issuance of a dispositive order ruling on the motion.
- c) Ruling The Examiner will rule on each motion by issuance of a written order or orally at the open record hearing. Multiple motions may be consolidated for purposes of written order issuance where efficiency would be served and where the rights of the parties would not be prejudiced.
- d) Distribution Written orders issued prior to the scheduled open record hearing will be mailed or FAXed to each party of record where time allows, distributed at the open record hearing, or announced at the open record hearing. Oral rulings made during an open record hearing will be memorialized within the written decision on the application/appeal.

208 Prehearing Conferences

- a) General Prehearing conferences are regulated by SMC 20.10.170. The Examiner has sole discretion to convene prehearing conferences. Prehearing conferences may be convened to resolve procedural matters and/or to discuss settlement. A prehearing conference shall be scheduled at a time and place of greatest convenience to its participants. Prehearing conferences will not be recorded, but the Examiner may issue a post-conference Order to memorialize agreements reached during the conference.
- b) Project Permit Applications Prehearing conferences will not normally be convened in project permit application cases. However, where a case is of major community interest, is expected to generate extraordinary amounts of participation, and scheduling issues may be paramount to an expeditious proceeding, the Examiner may elect to convene a prehearing conference.
- c) Administrative Appeals Any principal party may request that the Examiner convene a prehearing conference in an administrative appeal. The Examiner may also call a conference on his own initiative. Attendance at the conference by other than principal parties will be allowed; however, participation by others will not normally be permitted.

210 Subpoenas and Summonses

- a) Subsection 20.10.190(1) SMC gives the Examiner “the power to issue summons and subpoenas to compel the appearance of witnesses and production of documents and materials”. The Examiner encourages interested persons to use other means (simple requests, requests for production of public records, etc.) before resorting to summonses and/or subpoenas. Summonses and subpoenas should be requested only as a last resort.
- b) An interested person may request the Examiner to issue a summons or subpoena compelling the attendance of a witness and/or production by a specified person of specified documentary materials believed to be necessary for the presentation of the person’s case at hearing. The request shall: Clearly identify the case with which it is associated; and shall be supported by a statement as to why the witness and/or material is necessary and why the requestor believes such witness and/or material will not be available unless a summons or subpoena is issued.
- c) The Examiner in his/her sole discretion may issue a summons and/or subpoena. The Examiner will provide the summons and/or subpoena to the requestor for service according to law. The requestor is solely responsible to arrange for service of the summons and/or subpoena.
- d) The requestor shall pay all costs associated with the summons and/or subpoena including, but not limited to, costs of service, costs of producing records required by the summons and/or subpoena, and fees and allowances. Witnesses subpoenaed shall be entitled to the same fees and allowances, in the same manner and under the same conditions, as provided for witnesses in the Superior Court for King County by Chapter 2.40 RCW and by RCW 5.56.010.

212 View Trip

Exhibit 1

- a) The Examiner may inspect the site prior or subsequent to the hearing. Failure to inspect the site will not render the Examiner's decision void.
- b) When a view trip has been taken, the Examiner will so state at the hearing and/or in the written decision.
- c) The view trip will be taken out of the presence of any interested party wherever feasible. Where accompaniment by an interested party is necessary to fully view the property, no substantive discussion may occur during the view trip.

216 Applicant Submittal Deadlines - Project Permit Applications

- a) Applicant submittals made less than 15 days prior to a scheduled hearing shall not be considered at the hearing unless the Examiner finds that the due process rights of the parties and proper Staff review will not be adversely affected. Any such submittal(s) will otherwise be afforded hearing consideration only if the hearing is postponed at the discretion of the Examiner, to a date sufficiently far in the future to allow proper review of the submittal(s) by Staff and public. Any such postponement shall normally be for not less than three weeks. When a case is postponed or continued under this rule, the Examiner may establish a deadline prior to the continued hearing for further applicant submittals.
- b) "Submittals" as used herein includes without limitation original and revised applications, site development plans, preliminary plat maps, concomitant agreements, impact mitigation offers, preliminary drainage plans, environmental checklists, technical and/or scientific evidence, *etc.* The term "submittals" does not include written applicant argument or plan changes that respond to Staff positions and/or late-arriving agency review comments, nor written statements describing and arguing for the application/appeal as already submitted.

220 Initial Exhibits and Exhibit List - Project Permit Applications

- a) The Staff shall select from the documents within the application file all those which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision. The original or a clear and complete copy of the application, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), required public notices, any documents specifically requested by the Applicant to be included as an Exhibit, and all substantive letters from citizens regarding the application shall be included.
- b) The Staff shall mark each document selected under Rule 220(a) with a consecutive exhibit number. These marked documents shall constitute pre-filed exhibits.
- c) The Staff shall prepare and issue a Staff Report (the "department ... final decision or recommendation" required by SMC 20.05.090(1)) not less than seven days prior to the scheduled hearing. The Staff Report shall be included as a pre-filed exhibit.

- d) The Staff shall prepare a listing of the pre-filed exhibits. The listing and the original (or if the original cannot be provided for exhibit purposes, one clear copy) of each of the pre-filed exhibits shall be available at City Hall, 801 228th Avenue SE, Sammamish, for public review at the same time that the required Staff Report becomes available.
- e) The Staff shall mail a copy of the listing and each pre-filed exhibit to the Examiner at the same time that the required Staff Report becomes available.

224 Pre-filing of Evidence by Principal Parties - Appeal cases

- a) The intent of the following rules is to insure that all documents and arguments to be relied upon by any of the principal parties in an open record appeal hearing before the Examiner are available for review by all other principal parties prior to the open record hearing, thus preventing "surprise" at the hearing and facilitating efficiency. These rules will be interpreted by the Examiner to facilitate that purpose. Requirements of this Rule may be modified through the prehearing conference process. (See Rule 208.)
- b) Pre-filing submittals shall be made to the Community Development Department, 801 228th Avenue SE, Sammamish.
 - 1) Each principal party shall number its own pre-filing submittals for identification purposes using the form "X n", where "X" represents an identifying prefix capital letter assigned to each principal party and "n" represents a sequential integer number beginning with 1.

The prefix letter for City exhibits shall be "S". The prefix for other principal parties exhibits shall be the first letter of the party's last name (or corporate name) unless that letter would be "A" or "S", in which case the party shall choose another unique letter for its exhibits. The parties may ask the Examiner to assign prefix letters in case of conflicts.

An exhibit number shall be assigned to individual documents, not to each page in a document. If a document contains sub-parts or attachments which are not uniquely identified within the document, you must identify each sub-part with a suffix composed of a decimal point followed by either an integer or a lower case letter. For example, subparts of Exhibit Q1 would be Q1.1, Q1.2, etc. or Q1.a, Q1.b, etc.

Briefs and hearing memoranda are to be assigned exhibit numbers like any other pre-filed document. Enclosures or attachments to briefs/memoranda are permissible; enclosures or attachments shall be labeled as described above.

Pages in documents should be numbered. If the original document does not have page numbers, please use a "Bates" number stamp or something similar to number each page.

Remember that the purpose of this Rule is simply to facilitate easy reference to each document and to each page within a document by all hearing participants. Please keep that purpose in mind as you prepare your documents for pre-filing.

- 2) Each principal party shall include a list of its exhibits with its submittal. The list shall not be assigned a pre-filed exhibit number as exhibit lists are normally not entered into the record

Exhibit 1

as exhibits.

- 3) Each principal party, including the City, shall cross-copy its pre-filing to the other principal parties.
 - 4) Each principal party, including the City, shall send or cause to be delivered a copy of its exhibit list and pre-filed exhibits to the Examiner at the same time those documents are filed with the City. The Examiner's business mailing address is 927 Grand Avenue, Everett, WA 98201-1305.
- c) The Examiner will assign pre-filed exhibit numbers using the prefix letter "A" to administrative documents which will be entered into the hearing record. Those documents will be made available at City Hall.
 - d) Not less than 14 days prior to the scheduled hearing, the respondent department shall assemble and file the original or a clear and complete copy of all items within the application/appeal file which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision. The original application and/or appeal, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), required public notices, any documents specifically requested by the Applicant to be included as an Exhibit, and all substantive letters from citizens regarding the application/appeal shall be included. (Duplication of items filed under Rule 224(c) is strongly discouraged.)
 - e) Not less than seven days prior to the scheduled hearing, each appellant shall assemble and file one copy of all documents or exhibits, including any pre-hearing brief and/or memorandum, which that party intends to submit. (Duplication of items filed under Rule 224(c) and (d) is strongly discouraged.)
 - f) Not less than seven days prior to the scheduled hearing, the parties shall assemble and file a list of persons the party expects to call as witnesses, and the following information for each person (excluding City staff) the party expects to call as an expert witness: name, resume, the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion. The witness information also shall not be assigned a pre-filed exhibit number as the Examiner does not anticipate that witness lists need to be entered into the record as exhibits.
 - g) The staff report (the "department ... final decision or recommendation" required by SMC 20.05.090(1)) shall be filed not less than seven days prior to the scheduled hearing.
 - h) Principal Parties have a duty under the following circumstances to supplement at the earliest possible opportunity their submittals made under subsections (d) - (f):
 - 1) Whenever an additional expert witness is identified whose participation in the proceedings could not reasonably have been foreseen before the close of the exhibit pre-filing period, the information required by Rule 224(f) shall be provided.

2) Whenever a party obtains information upon the basis of which (A) the party knows that the material submitted was incorrect when submitted, or (B) the party knows that the material submitted, though believed correct when submitted, is no longer correct and the circumstances are such that failure to amend the submittal would constitute knowing concealment of information central to the issues in the appeal.

Exhibit supplements required by this Rule shall be marked, filed, cross-copied to the parties, and provided to the Examiner as required by Rule 224(b).

i) Documents, materials, studies, analyses, *etc.* not disclosed through the exhibit pre-filing process, other than those offered in response/rebuttal, will not be considered in adjudicating the appeal except by agreement of the other principal parties or at the Examiner's discretion in extraordinary circumstances.

228 Summary Dismissal – Appeals

a) The Examiner may summarily dismiss an appeal in whole or in part on the motion of a principal party or on the Examiner's own motion if the Examiner concludes that: The appeal was untimely filed or fails to state a claim for which the Examiner has jurisdiction to grant relief. (See SMC 20.10.090.)

b) Summary dismissal may be requested by a principal party by filing a Motion pursuant to Rule 204 or may be initiated by the Examiner.

c) The Examiner will allow the principal parties a reasonable time in which to submit written responses to a Motion for or Proposed Order of Summary Dismissal.

d) An Order summarily dismissing the entirety of an appeal (or all appeals where more than one has been filed and consolidated for processing) constitutes the Examiner's final decision on the appeal/appeals and is subject to reconsideration/appeal in accordance with City code and these Rules. In all other situations, the Order is interlocutory and not subject to reconsideration or appeal until the Examiner issues the final decision on the remaining appeal/appeals.

e) When the Respondent Department withdraws or vacates the decision or action being appealed, the appeal becomes moot and shall automatically be dismissed. (Withdrawal of an appeal by the appellant is addressed in Rule 620.)

f) The Examiner shall mail or FAX summary dismissal orders to the principal parties.

PART 300

CONDUCT OF HEARINGS

304 Format

- a) The format for an open record hearing will be of an informal nature yet designed in such a way that the evidence and facts relevant to a particular proceeding will be readily and efficiently available to the Examiner. An open record hearing will normally include, but need not be limited to, the following elements: a brief prefatory statement of procedures and introduction of pre-filed exhibits by the Examiner; a presentation by the applicant/appellant which shall include an explanation of the request, explanation of relevant visual aids (maps or plans), and a discussion of the reasons why the application/appeal should be approved/granted; testimony of any public agencies, including the Staff; testimony by the public; and opportunity for rebuttal.
- b) All testimony will be taken under oath or affirmation administered by the Examiner. Any potential witness who declines to be sworn in shall be barred from testifying, except that attorneys who will not be offering testimony will not be required to be sworn in.
- c) The Examiner may ask questions of any witness, including agency and Staff, at any time during their testimony to seek clarification or elaboration of testimony being given. Further, the Examiner may request submittal of additional information to better make a complete and accurate evaluation of the issues.
- d) The Examiner may indicate, at the outset of the hearing, that she/he has studied the materials relating to the case and has preliminarily determined that there seem to be certain central issues which need to be addressed. The Examiner may request that these issues be addressed in testimony to be offered.
- e) The normal sequence of hearing proceedings shall be as follows:

<u>Project Permit Hearings</u>	Applicant	<u>Combined Project Permit and Appeal Hearings</u>	Respondent (Agency) Appellant
Introduction by Hearing Examiner		Introduction by Hearing Examiner	
Direct Testimony & Evidence Applicant City Staff General Public		Direct Testimony & Evidence Applicant - on the merits Appellant- on the appeal & merits Respondent (Agency)- on the appeal & merits General Public	
Rebuttal Testimony & Evidence Applicant City Staff General Public		Rebuttal Testimony & Evidence Applicant Appellant Respondent (Agency) General Public	
Closing Statements (Optional) City Staff		Closing Statements (Optional) Applicant	

Exhibit 1

<u>Enforcement Appeal Hearings</u>	<u>All Other Appeal Hearings</u>
Introduction by Hearing Examiner	Introduction by Hearing Examiner
Direct Testimony & Evidence Respondent (Agency) Appellant General Public	Direct Testimony & Evidence Appellant Respondent (Agency) General Public
Rebuttal Testimony & Evidence Respondent (Agency) Appellant General Public	Rebuttal Testimony & Evidence Appellant Respondent (Agency) General Public
Closing Statements (optional) Appellant Respondent (Agency)	Closing Statements (Optional) Respondent (Agency) Appellant

- f) The Examiner reserves the right to abbreviate the normal sequence of events at a hearing when it appears that no one's rights would be infringed upon by such abbreviation and that detailed exposition of the facts is not necessary to the Examiner's understanding of the case. The Examiner also reserves the right to vary from the normal sequence of events in order to ensure due process and/or for convenience or efficiency.

- g) Each public hearing will be recorded in analog or digital format or taken by a certified court reporter to preserve a verbatim record of the proceedings. Where necessary to acquire a good-quality recording, all parties wishing to offer verbal testimony may be required to speak into a microphone provided for that purpose. All hearing participants shall preface their remarks with their full name and the spelling of their last name. Hearing recordings will be retained by the City as required by state law/rule. Hearing recordings may be destroyed, erased, deleted, or otherwise disposed of at the City's convenience after the end of the retention period.

308 Clerk

The City shall provide a clerk during hearings. It shall be the responsibility of the clerk to maintain the register of parties of record, to mark exhibits, to keep a list of exhibits and witnesses, and to perform such other ministerial duties as may be assigned by the Examiner.

312 Rights of Parties

- a) General. Every hearing participant shall have all rights essential to a fair hearing. The Examiner may impose reasonable limitations on the number of witnesses heard and on the nature and length of their testimony. Where time limits are imposed, time is not cumulative and may not be given or traded to any other party. Testimony shall be concise and non-repetitious.

Exhibit 1

b) Cross-Examination

- 1) Cross-examination generally is not necessary to the Examiner's fact-finding process. However, where the hearing exhibits distinctly adversarial characteristics, expert witnesses are called, and/or complex, technical, and disputed factors are involved, the Examiner may allow cross-examination. Cross-examination of non-experts expressing a personal opinion or concern will not be allowed except in extraordinary circumstances.
- 2) When allowed, the cross-examination by principal parties of expert witnesses (which term includes public agency staff) and of principal party witnesses will be in accordance with these guidelines. Only one person representing each principal party may cross examine any given witness. (This Rule does not prevent different persons representing one party from cross examining different witnesses. It only prohibits more than one person representing a given party from cross examining a single witness.) Cross-examination after any re-direct testimony shall be limited strictly to the subject(s) of the re-direct testimony.
- 3) Within the above guidelines, the allowance and scope of cross-examination is within the discretion of the Examiner.

316 Evidence

- a) Burden of Proof The applicant/appellant shall have the burden of proof as to material factual issues except: in code enforcement proceedings where the City has the burden of proving the violation; and except where applicable City code provisions or state law provide otherwise.
- b) Admissibility The hearing generally will not be conducted according to technical rules relating to evidence and procedure. Any relevant evidence shall be admitted if it is the type that possesses probative value commonly accepted by reasonably prudent people in the conduct of their affairs. Irrelevant, immaterial, unreliable, or unduly repetitious evidence may be excluded. The rules of privilege shall be effective to the extent recognized by law.
- c) Pre-filed Exhibits The Examiner shall enter Exhibits pre-filed in accordance with Rules 220 and 224 into the record at the outset of the open record hearing.
- d) Formal Submittal of Evidence Hearing participants may submit documentary evidence to the record during their direct and rebuttal portions of the open record hearing (subject to the restrictions of Rules 216 and 224). A copy of each item offered for submission by a principal party shall be provided by the offering party to all other principal parties (unless previously disclosed through the pre-filing process under Rule 224 in appeal cases). Such evidence will be marked as exhibits when accepted for entry by the Examiner.
- e) Handling of E-mail, Facsimile Transmittals, and Hand Deliveries to the City Neither the City nor the Examiner shall be responsible for ensuring that E-mail, facsimile transmittals, and post- and hand-delivered documents received after 8:00 a.m. on the day of hearing are entered into the hearing record. Persons submitting such documents are responsible for ensuring such entry. The originator of an E-mail or facsimile transmittal is solely responsible for insuring that the transmittal was successfully and timely received by the City/Examiner.

Exhibit 1

- f) Receipt and Retention All documentary or other physical evidence submitted shall be sequentially numbered as exhibits and retained by the City as a part of the official case record, except City codes, laws, comprehensive plans or other readily available public documents. Materials which the offering party is not willing to have become City property will not be accepted as evidence except, at the discretion of the Examiner, in unusual circumstances.
- g) Oversize, Mounted, and Three Dimensional Models Reduced scale/size copies and/or copies which can easily be folded for storage in a legal sized file folder are preferred whenever oversized and mounted documents are used for display purposes at hearing. Three dimensional models may not be used in presentations unless the offering party has color photographs of the model to offer as evidence.
- h) Copies Documentary evidence may be received in the form of copies or excerpts. Upon request, parties shall be given an opportunity to compare the copy with the original.
- i) Official Notice The Examiner may take official notice of judicially cognizable facts and in addition may take notice of general, technical, or scientific facts within her/his specialized knowledge. When any decision of the Examiner rests in whole or in part upon the taking of official notice of a material fact not appearing in evidence of record, the Examiner shall so state in her/his decision. Appellate court decisions and adopted state and local laws, ordinances, motions, policies, plans, and other similar documents in the public domain may be referenced, cited, quoted, and relied upon.
- j) Evidence received subsequent to the hearing No documentary material submitted after the close of the open record hearing will be considered by the Examiner unless, at such hearing, the Examiner granted additional time to submit such material and stated on the record that the hearing record was left open for such receipt.
- k) Updating of Exhibit List The City shall be responsible for updating the initial exhibit list to include all additional materials admitted during the hearing process.

320 Optional Written Closing Statement Process

- a) A written closing statement process may be established by the Examiner upon the request of one or more of the principal parties. Establishment of such a process may be dependent upon execution by the applicant (or appellant where there is no underlying applicant) of a waiver of decision time line to provide for the time required for the submittal of written closing statements.
- b) Any principal party may request establishment of a written closing statement process. Any such request must be made prior to the close of the open record hearing. The written closing statement submittal schedule shall be established either at a prehearing conference or before the close of the open record hearing.
- c) When employed, the written closing statement process shall take the place of the oral closing statement portion of the open record hearing. (See Rule 304(e).)
- d) Written closing statements shall be submitted in the same order as oral closing statements would have been offered. (See Rule 304(e).) The first written closing statement will be due one week after

the close of the hearing; the remaining statements will be due at one week intervals thereafter. All written closing statements will be entered as exhibits in the hearing record. No new evidence may be presented in a closing statement. The hearing record shall close upon receipt of the last closing statement or upon expiration of the period for submittal of closing statements, whichever occurs first.

- e) No principal party shall be compelled to produce a written closing statement. Non-submittal of a written closing statement before the established deadline shall not be held against the party which did not submit the statement. The running of a time period without submittal of the expected closing statement(s) shall constitute a waiver of the right to submit a statement by the principal party who fails to submit the statement.
- f) Special procedures and timing may be established where to do so would serve the interests and preserve the due process rights of the parties.

324 Examiner's Power to Maintain Order During Hearing

- a) The Examiner shall have the power to maintain order and decorum during the conduct of all hearings before her/him. The Examiner may remove or have removed from the hearing room any person whose conduct is interrupting the hearing.
- b) In the event that any person or persons interrupt any hearing before the Examiner such that it becomes impossible to conduct an orderly hearing and order cannot be restored by removal of the individuals interrupting the hearing, the following steps may be taken:
 - 1) The Examiner may order the hearing room cleared and continue in session; or,
 - 2) The Examiner may adjourn the hearing and reconvene the hearing at another location.
- c) Whenever the Examiner deems it necessary to reconvene a hearing in a new location because of interruptions preventing an orderly hearing at the regular hearing room location:
 - 1) Final disposition may only be taken on matters appearing on the agenda at the time the disturbance arose leading to an adjournment.
 - 2) The Examiner may establish a procedure for re-admitting any persons not responsible for the disturbing of the orderly conduct of the hearing.
- d) If necessary, law enforcement officers may be summoned by the Examiner to carry out any of the provisions of this Rule and to maintain law and order.

PART 400

POSTPONEMENT OF HEARINGS

404 Postponement Due to Examiner or City Staff Unavailability

If the Examiner or City Staff cannot be present for a previously scheduled hearing due to illness or other unforeseen event, the Staff may reschedule such hearing for another date . Where the Examiner's or Staff's absence can be foreseen some days in advance, the Staff shall make a reasonable attempt to notify applicants/appellants and all others who received notice of the hearing of the new date, time, and place of the hearing. The Staff shall post a cancellation notice on the day of the scheduled hearing on the hearing room door. Where the absence becomes known only at the last minute, such posting alone will suffice for notice of the schedule change.

408 Postponement Before Hearing - Project Permit Applications

- a) Only the applicant, or City staff for good cause, may request postponement. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.
- b) Once a project permit application hearing has been scheduled and public notice has been given, the Examiner will grant a postponement request only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing. If timely cancellation notices are not sent, the Examiner will convene the hearing.
- c) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant agrees in writing to waive such time lines.

412 Postponement Before Hearing - Open Record Appeals

- a) Only the appellant and/or respondent may request postponement. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.
- b) The Examiner will grant a postponement request in combined project permit application and appellate proceedings filed jointly by the principal parties only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing. A new hearing date and time will be set in consultation with the parties. If timely cancellation notices are not sent, the Examiner will convene the hearing.
- c) The Examiner will grant postponement requests filed jointly by the principal parties in all other appellate proceedings.
- d) The Examiner will not grant *ex parte* postponement requests filed other than jointly except in extraordinary circumstances.
- e) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant (or appellant where there is no underlying applicant) agrees in writing to waive such time lines.

416 Continuation or Postponement at Hearing

- a) The Examiner may continue or postpone proceedings for any good cause she/he deems reasonable and appropriate within the time limits imposed by relevant ordinances. If the Examiner determines at a hearing that there is good cause to continue or postpone such proceeding and specifies the date, time, and place on the record, no further notice is required.
- b) Continuation/postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant (or appellant where there is no underlying applicant) agrees in writing or orally on the record to waive such time lines. In all cases subject to a 90-day or 120-day decision time limit, continuances/postponements shall be made to the soonest available date and time of hearing room and Examiner availability and shall in no case extend beyond Day 75 of the 90-day time limit or Day 105 of the 120-day time limit, whichever applies, unless such waiver is granted.

420 Extension of Continuation/Postponement Dates

- a) When an open record hearing has been continued or postponed to a date and time certain, the Examiner may administratively cancel the established hearing date and further continue or postpone the hearing as follows:
 - 1) The request must be made in writing by the applicant/appellant, must be received by the City not less than 30 days prior to the established hearing date, and must state why a further delay is desired.
 - 2) The Staff must assure the Examiner that it has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice and to all parties of record. A cancellation notice is “timely” only if mailed three or more days prior to the date of the scheduled open record hearing.
 - 3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner’s action will be sent to the applicant/appellant and to the Staff.
 - 4) The Staff shall send cancellation notices to all parties of record. The cancellation notice shall: state the reason therefor; indicate in what fashion, if at all, the hearing will be reconvened; and be approved by the Examiner prior to its publication and distribution.
- b) When an open record hearing has been continued or postponed indefinitely subject to a “Not Later Than” (NLT) date, the Examiner may administratively grant extensions of the NLT date as follows:
 - 1) The request must be made in writing by the applicant/appellant and must state why a further delay is desired.
 - 2) The request must be received by the Examiner: not less than 30 days prior to the NLT date; and prior to the distribution of notice of the date, time and place for the continued/postponed hearing.

- 3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner's action will be sent to the applicant/appellant and to the Staff.

PART 500

RECONSIDERATION AND CLERICAL CORRECTIONS

504 Reconsideration

- a) Reconsideration requests shall conform with the requirements of SMC 2.10.260. Reconsideration requests must be filed in writing with the City Clerk's Office within ten (10) days of the date of the Examiner's Decision. Untimely filed requests will not be considered. A request for reconsideration filed by the applicant/appellant shall be considered an extension of time mutually agreed for the purposes of timely permit processing.
- b) Requests for reconsideration must: include the name, mailing address, and daytime telephone number of the petitioner; identify the specific findings, conclusions, actions, and/or conditions for which reconsideration is requested; specify upon which of the grounds listed in SMC 20.10.260(1) the requestor relies; and describe the specific relief requested.
- c) The City shall FAX or e-mail requests for reconsideration to the Examiner within 24 hours of filing. The Examiner may consolidate for action, in whole or in part, multiple requests for reconsideration of the same decision where to do so would facilitate procedural efficiency.
- d) The Examiner shall dispose of reconsideration requests in writing. The Examiner may, at his/her discretion:
 - 1) Deny the request.
 - 2) Issue an amended decision after reconsideration.
 - 3) Issue an order giving all parties of record an opportunity to submit written comments responding to the reconsideration request(s). No written comments will be accepted until requested by the Examiner. Where comments are desired, the Examiner shall issue an order allowing parties of record 10 working days after mailing of the order to submit written comments. City staff shall mail a copy of the order and the reconsideration request(s) to all parties of record. Within 14 days after close of the comment period, the Examiner shall act in accordance with (1), (2), or (4) herein.
 - 4) Issue an order to reopen the open record hearing to consider new evidence, proposed changes in the application, and/or the arguments of the parties. Except in extraordinary circumstances, a reopened hearing shall be convened within 30 days of the issuance of the order. Notice of the reopened hearing date (which may, at the Staff's option, be the order itself) shall be mailed by the City to all parties of record not less than 10 days prior to the date of the hearing. The reopened hearing shall be limited to the matters contained within

Exhibit 1

the reconsideration request(s). Within 14 days after close of the reopened hearing, the Examiner shall act in accordance with (1) or (2) herein.

- e) A reconsideration request for which one of the actions specified in Rule 504(d) has not been taken within 10 days of close of the reconsideration period shall be deemed to have been denied.
- f) The Examiner's action following reconsideration is not subject to further requests for reconsideration.

508 Clerical Corrections

The Examiner may correct obvious clerical errors in decisions on his/her own initiative or in response to a request from a party of record. Clerical corrections are limited to those clearly identifiable from the public record. Issuance of a clerical correction has no effect upon any time limit provided under code or these Rules.

PART 600

MISCELLANEOUS PROVISIONS

604 Summary Orders on Remand

- a) When an Examiner decision has been remanded in whole or in part by an appellate body, and when the remand order either does not require or bars the taking of additional testimony or evidence, and when the Examiner believes that the record provides an adequate basis to rule on the remanded issue(s), then the Examiner shall issue a written summary order without further hearing.
- b) Summary orders shall be sent to all persons who received the original decision.
- c) Summary orders shall have the same legal effect as did the original decision except as to any code-established limits on appeal.

608 Case Record - Content

The official case record of a hearing conducted by the Examiner shall consist of:

- a) A written case record including all documentary written materials and other exhibits submitted for consideration by the Examiner and the Examiner's decision(s), together with the register of parties of record and the list of exhibits and witnesses maintained by the clerk.
- b) An analog or digital recording of the open record hearing. Where a qualified court reporter retained by the City reports the hearing, the reporter's transcript of proceedings shall constitute the official transcript of the oral proceedings.

612 Case Record - Disposition

The integrity of all materials which have become a part of the case record shall be maintained. The City is responsible for retention of the official case record as required by law.

616 Recusal of Examiner

- a) When the Examiner deems her/himself disqualified to preside in a particular proceeding, she/he shall withdraw by notice on the record as soon as the need for recusal becomes known/apparent to the Examiner.
- b) Any person may request recusal of the Examiner in a particular case. Such a request shall be raised as soon as the basis for disqualification is known to the person and shall state the grounds for the request with as much specificity as possible.
- c) The Examiner's decision on a recusal request shall be documented in writing and placed in the relevant case file (preferably as a marked exhibit whenever possible) or delivered orally during the open record hearing.

Exhibit 1

- d) If, after considering the merits of a recusal request, the Examiner determines not to recuse her/himself, the raising of such request shall in no way be considered by the Examiner in rendering a decision on the substantive case at hand.

620 Withdrawal of Applications/Appeals

- a) Withdrawal of an application/appeal shall be made by the applicant/appellant in writing, except as provided herein, and shall be accepted in the following manner:
- 1) Withdrawal Prior to Publication of Public Hearing Notice The applicant/appellant shall notify the Staff, which shall place the withdrawal in the official case file. No further action by the City is necessary.
 - 2) Withdrawal after Issuance of Public Hearing Notice but prior to Open Record Hearing The applicant/appellant shall notify the City which shall place the withdrawal in the official case file. The City shall forthwith notify the Examiner of the withdrawal. Where sufficient time and resources are available, a copy of the withdrawal may be mailed by the City to all persons to whom the notice of hearing was mailed. The scheduled hearing shall be automatically canceled.
 - 3) Withdrawal at the Open Record Hearing The Examiner shall orally accept withdrawals made during the open record hearing. Withdrawal shall be documented by issuance of a written order which shall be placed in the official case file.
 - 4) Withdrawal after the Open Record Hearing but Prior to Decision Issuance The applicant/appellant shall notify the City which shall place the withdrawal in the case file. The City shall forthwith notify the Examiner of the withdrawal. The City shall mail a copy of the withdrawal to all parties of record.
- b) No appeal from a withdrawal is authorized. Withdrawal terminates City consideration of the application/appeal.

624 Mediation

Subsection 20.10.250(2) SMC incorporates into the SMC the Chapter 35.63 RCW requirement for mediation before filing judicial appeals in certain types of land use cases. The Examiner cannot ethically provide mediation in cases which he/she has heard and decided. Therefore, parties desiring mediation shall make their own arrangements with any qualified mediator of their choice.

Lita Hachey

From: John E. Galt <jegalt@frontier.com>
Sent: Friday, January 20, 2012 1:24 PM
To: Melonie Anderson
Cc: Susan Cezar
Subject: Request for Council Review of Hearing Examiner Rules
Attachments: Rules-Sammamish-2012.doc

Dear Melonie,

I have added the compromise language agreed to for Rules 312(b)(1) and 504(a) to the draft containing the staff changes with which I agreed and saved the result as "Rules-Sammamish-2012". The final version is attached.

Under SMC 20.10.190 the new Rules are in effect during the Council's review and approval process. Please consider the new Rules to be in effect as of today. Please disseminate them to those staffers who might have occasion to use them.

The next required step is to obtain City Council review and approval. Please transmit the following request to the Council on my behalf: (If this is not the proper way to go about this, point me in the right direction.)

Dear Sammamish City Council:

I respectfully request your review and approval pursuant to Sammamish Municipal Code (SMC) 20.10.190 of a substantially revised set of Hearing Examiner Rules of Procedure. As provided for by SMC 20.10.190, I adopted these revised Rules effective January 20, 2012, and they will remain in effect during your review process.

When I was appointed as Sammamish's Hearing Examiner in the Spring of 2008, the City operated under the 1995 version of the King County Hearing Examiner Rules which had been adopted upon incorporation of Sammamish, long before I became Sammamish's Hearing Examiner. There were parts of the old King County Rules that were awkward and other parts which seemed overly legalistic.

Staff and I have continued to work under the old Rules, while making case-by-case deviations. Although the SMC is clear that I have the authority to simply adopt a set of Rules and submit them to the Council for its review, I didn't want to do it that way. I value staff input (after all, staff has to work with the Rules almost as much as do I) and I wanted staff's input before promulgating something rather than after that something goes to the Council for review. Thus, I prepared a set of new Rules and asked staff to review and comment on my proposal. Staff offered some alternative language in a few places. The version which I promulgated on January 20, 2012, contains language which is acceptable to both staff and me.

I hope that by developing these Rules in cooperation with staff, your review process will have been made easier.

I would be pleased to attend the Council meeting where you will consider accepting these Rules, if you would like me to do so. I am, of course, also available to answer any questions which you may have about the new Rules.

Respectfully,

John E. Galt
Hearing Examiner/Officer
Mediator
Voice/FAX: (425) 259-3144

Thanks, Melonie☺

JOHN E. GALT

Quasi-Judicial Hearing Services
927 Grand Avenue
Everett, Washington 98201
Voice/FAX: (425) 259-3144
e-mail: jegalt@frontier.com

MEMORANDUM

To: Sammamish City Council

From: John E. Galt,
Hearing Examiner

Date: March 14, 2012

Subject: New Hearing Examiner Rules of Procedure – City Council Review

Introduction

The Hearing Examiner (Examiner) is an independent, quasi-judicial officer of the City, charged with holding hearings on and rendering decisions on a variety of land use and code enforcement matters. The Examiner operates pursuant to the provisions of Chapter 20.10, Hearing Examiner, of the Sammamish Municipal Code (SMC). The Examiner’s decisions are based upon regulations (the SMC) and policies (*e.g.*, the Comprehensive Plan) adopted by the City Council, as well as state law and judicial precedent, where applicable. [SMC 20.10.020 and .200] The Examiner’s decisions are final for the City with right of reconsideration and appeal to Superior Court. [SMC 20.10.260 and .070, respectively]

While the sections in Chapter 20.10 SMC provide fundamental guidance on the operation of the Hearing Examiner system, they do not include answers to the myriad procedural questions which sometimes arise in the course of handling cases. The authors of Chapter 20.10 SMC wisely recognized that trying to address all such procedural matters would unnecessarily complicate the code, so they provided that “[t]he examiner shall adopt rules for the conduct of hearings”. The rules serve to supplement the SMC, not duplicate it. The authors went on to say that the rules adopted by the Examiner “shall be reviewed by the City council, and remain in effect during this review.” [SMC 20.10.190(1)] It is this review of a revised set of Hearing Examiner Rules of Procedure which you now undertake.

I provide hearing examiner services to Sammamish and 10 other Washington cities (through personal services contracts/agreements). In all but one of those cities, the municipal code directs the Examiner to adopt procedural rules for the conduct of hearings and other related matters. In most of those cities, the rules as adopted by the Examiner are final without review. Sammamish is in the minority in requiring City Council review and acceptance of the rules.

I have developed a consistent set of Rules of Procedure (Rules) which I follow in all those jurisdictions. The Sammamish Hearing Examiner Rules which I promulgated on January 20, 2012, are essentially identical to the Rules in all my other jurisdictions (which, frankly, makes it much easier for me to consistently implement the Rules). I hope that you will find these Rules acceptable and give them your approval.

I am available to answer questions should you have any. (Melonie can contact me via E-mail.)

Evolution of the Sammamish Rules

When Sammamish incorporated, it adopted the King County Hearing Examiner Rules of Procedure (King County Rules or KCR) for use in the City. The King County Rules were written in 1995.

When I became Sammamish's *Pro Tem* Examiner in the Summer of 2002, I familiarized myself with the King County Rules and realized rather quickly that they were structured very differently from my standard Rules and that they contained some provisions with which I strongly disagreed and other provisions which actually conflict with the SMC. Since I was only your *Pro Tem* Examiner, I did not feel it was my prerogative to push for changes. Rather, I used SMC 20.10.190(1) ("the power to ... order discovery"), KCR V.A (the authority to "exclude[] in whole or in part" irrelevant portions of an application file), and KCR XI.A.4 ("Alternate Order of Hearing") to work around the provisions which I found most troubling. I am not aware of any objections to the "work arounds" which I implemented in the cases I heard.

When I became Sammamish's Examiner in April, 2008, I realized that I now had the responsibility under SMC 20.10.190(1) to develop and adopt Rules. As I have done with all my other jurisdictions, I wanted to give City staffers an opportunity to review and comment on my proposed Rules as I realize that the staff will likely have almost as much contact with them as do I. Thus, I sent staff a proposed set of Rules, in much the form you have before you now, shortly after my appointment. The staff review process lasted longer than anyone expected (through no one's fault). Staff suggested a few wording changes late last year, all but two of which I agreed to. We negotiated mutually acceptable alternative language for those two. On January 20, 2012, I formally adopted the current Rules of Procedure (RoP).

During the almost four year review, I continued to work around the KCR provisions which I found most troubling. I am not aware of any objections to the changes which I have implemented since 2008.

Comparison – Major Changes

The structure of the KCR and the RoP are sufficiently different that it is a practical impossibility to provide a section-by-section comparison of changes. What I can do is point out major differences.

I first wish to note that, in my opinion at least, the RoP are less formal, less legalistic, and easier for the layperson to follow than the KCR. They are also shorter (for whatever that's worth).

Treatment of application file.

KCR V.A provides that the entire application file is to be entered into the hearing record as a single exhibit. RoP 220 requires City staff to select from the application file those documents which it believes will have

Exhibit 3

substantive and/or procedural value to the decision maker and then to mark each selected document as a separate exhibit for entry into the hearing record.

I believe the KCR concept is completely unacceptable. It would result in a mass of untraceable documents entering the record as a single exhibit. It would be impossible to know whether an item had been removed from or added to the record after the hearing. It makes citation to a specific document within the file impossible. In addition, application files often contain correspondence that has absolutely no bearing on the case at hand; under the KCR, all that “trash” would become part of the hearing record – and would have to be reviewed by the Examiner, with the attendant costs.

The RoP process places a discrete exhibit number on every document and requires the staff to screen out those materials in the application file with no bearing on the case before the Examiner. (Citizens always have the right to review the application file and make a copy of “left behind” documents so they can enter them during the hearing if they believe a “left behind” document is important.)

I have been informally implementing this concept consistently in Sammamish since 2002 without objection.

Order of hearing presentation

KCR XI.A has the City staff making the initial presentation in a project application hearing and the appellant making the initial presentation in an appeal hearing. RoP 304 has the applicant making the initial presentation in a project application hearing, the appellant making the initial presentation in most appeal hearings, and the charging agency making the initial presentation in code enforcement appeal hearings.

I believe that the party with the burden of proof should carry the burden of going forward. By that I mean that the party with the burden of proof should present its argument and make its case before any one else testifies. All too often in the KCR system the staff does such a good job that: The applicant just agrees with the staff without offering any substance of its own; and the public thinks the staff is acting as an agent for the applicant rather than providing independent City review of the proposal. Making the applicant speak first solves both problems. I have successfully followed this order of presentation for at least 20 years in all the jurisdictions I serve.

I have been informally implementing this concept consistently in Sammamish since 2002 without objection.

Discovery

Discovery is the process by which parties “discover” before the hearing the evidence that will be relied upon by the other parties so as to prevent surprise or “ambush.” The discovery process is most typically applied in appeal cases.

KCR VII sets out a discovery process that is both elaborate and yet imprecise in many ways. It essentially necessitates a prehearing conference in most appeal cases just to establish the discovery schedule. RoP 224 establishes a simplified, workable discovery process and sets a specific timeline for the parties to follow; a prehearing conference for that purpose is not required, thus saving time and money. RoP 224 also discourages interrogatories and other more formalistic, expensive forms of discovery.

Exhibit 3

I have been informally implementing this concept consistently in Sammamish since 2002 without objection.

Requirements for filing appeals

KCR IV requires an appellant to file both a Notice of Appeal and a Statement of Appeal and provides that the Statement is to be filed within 15 days of the action being appealed. The RoP are silent on these matters.

The RoP are silent because the SMC adequately establishes the requirements for an appeal. Section 20.10.080(1) SMC requires that appeals be filed within 21 days of the action being challenged, not 15 days. Thus, the KCR directly conflict with SMC requirements. Further, the SMC does not require both a Notice and a Statement of Appeal. (The difference is often lost on laypersons in any event.) I have consistently applied and followed the SMC and do not believe that supplementation in the RoP is required in this area.

Intervention

KCR X.A formalizes a process by which a person may become an “intervenor” in someone else’s appeal. The RoP contain no similar provisions.

I believe that intervention in land use appeals is rarely ever necessary. (Formal intervention has never been requested in any of the appeals which I have handled for Sammamish.) If it were ever requested, RoP 104 provides that “the Examiner reserves the right to exercise reasonable and necessary flexibility and discretion when applying these rules to extraordinary circumstances.” That provision would allow me to consider an intervention request were one ever raised.

King County references

Many sections in the KCR require King County departments, the King County Clerk of the Council, etc. to take actions. The RoP eliminate all references to King County government.

KCR III.C.4 contains a list of “standing hearing dates” which is totally incorrect. The RoP eliminates that entire section.

Comparison – Minor Changes

Cross examination

Both sets of rules provide for cross examination and, although the wording is quite different (the KCR is longer and more complex), both sets of rules tend to limit cross examination in much the same way. (Cf. KCR VI.B.6 v. RoP 312(b).) In particular, both discourage cross examination of citizens who offer only opinion testimony.

Subpoenas and summonses

Section 20.10.190(2) SMC gives the Examiner “the power to issue summons and subpoenas” in all matters before him/her. KCR IX establishes a process for issuance of subpoenas but does not address summonses. RoP 210 addresses both as required by the SMC.

Reconsideration

Exhibit 3

Section 20.10.260 SMC provides for reconsideration of all Examiner decisions “pursuant to the rules of the hearing examiner.” [SMC 20.10.260(2)] KCR XI.G provides for reconsideration but does not establish any process or timeline to complete the process. RoP 504 sets out a very specific process with (I believe) fair but short timelines for Examiner action. My Rules do not allow the Examiner to just “sit” on a request for reconsideration.

Comparison – Additions

Ex parte communication prohibited

Section 20.10.140 SMC provides that “Individual councilmembers, City officials, or any other person shall not interfere with or attempt to interfere with the examiner in the performance of his or her designated duties.” Communications made privately with one party outside the presence of other parties are called *ex parte* communications. *Ex parte* communications can lead to violation of SMC 20.10.140.

The KCR do not address *ex parte* communications.

RoP 120 expressly prohibits *ex parte* communication with the Examiner except for purely procedural matters. RoP 120 reinforces SMC 20.10.140.

Electronic communications

RoP 124 addresses electronic communications: FAX and E-mail. The KCR do not address electronic communications.

RoP 124 expressly allows parties to communicate with me via E-mail, but defers to City code or rule on whether electronic filing of applications and other materials with the City is permitted. Basically, the rule leaves it up to each city for whom I provide hearing services to chart its own course in such matters.

Applicant submittal deadlines – Project permit applications

RoP 216 essentially says that revised plans submitted by an applicant less than 15 days before a scheduled project permit application open record hearing will not be considered at that hearing. I have found that when applicants change their proposals at the last minute, neither staff nor the general public can properly prepare for the hearing. This rule prevents those last minute changes.

If an applicant wants to make a last minute change, then the hearing will be continued to allow adequate review of the revisions by staff and the public.

The rule does not prevent an applicant from making a last minute plan change to respond to a specific criticism contained in the staff report. In other words, if the staff suggests that a feature of a proposal should be changed and if the applicant is willing to make the suggested change, that change may be considered at the hearing. I believe this is fair because the staff report is available to all interested persons well before the hearing, so such a change would not be a surprise to the public.

Postponement

Exhibit 3

The RoP contains a section on postponement of hearings (Part 400). Basically, this section provides that once an application has been scheduled for hearing and public notice has been issued, only the staff or the applicant may ask that the hearing be delayed and then only when staff has sufficient time, and is willing, to send cancellation notices to all those persons who received the hearing notice.

This rule is intended to prevent last minute cancellations which waste citizens' time. I do not believe it is fair to allow a hearing to be cancelled at the last minute because to do so is unfair to members of the public who may have made special work and/or family arrangements to attend the hearing.

Comparison – Omissions

Burden and standard of proof

KCR XI.B. 8 and 9 discuss who has the burden of proof and what standard of proof applies in different types of cases. I do not include a section covering that in my rules as the SMC and/or state law control. I see no benefit in repeating that which is contained in the law.



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 28, 2012

Originating Department: Community Development

Clearances:

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

Subject: Inter-local agreement between the City and King County for permit processing

Action Required: Authorize the City Manager to sign the inter-local agreement and to review and approve minor amendments that may be made by the King County Council.

Exhibits: 1) Inter-local agreement

Budget: Not Applicable

Summary Statement:

The City has had an inter-local agreement with King County since incorporation to allow the County to continue to process permits submitted to the County prior to incorporation or annexation by the City. The previous permit processing inter-local agreement with King County expired December 31, 2010. The terms of the agreement authorize the County to continue processing permits that have been submitted to the County.

Background:

Two specific permits, Gill Reasonable Use Exception and associated grading permit and the East Lake Sammamish Trail permanent trail improvements, are currently in process and have long and complicated histories with King County. The previous inter-local agreement specifically requested that King County continue to process these permits since continued processing by the County is more efficient for both jurisdictions and the applicant, and vesting is already established under County regulations. These permits have not been particularly active during 2011, however, they are now awaiting renewal of the inter-local agreement in order to proceed.

The inter-local would also allow the County to continue processing vested and in-process permits submitted to King County within the remaining City potential annexation areas when those areas are annexed by the City. After annexation, new permits would be submitted to and processed by the City. Only a few permits are expected to be processed by the County under this inter-local agreement.

Financial Impact:

There is no financial impact.

Recommended Motion:

Authorize the City Manager to sign the inter-local agreement between the City and King County and to review and approve minor amendments that may be made by the King County Council.

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF SAMMAMISH RELATING TO PROCESSING
OF BUILDING AND LAND USE APPLICATIONS**

THIS AGREEMENT is to is made and entered into by and between King County, a home rule charter county of the State of Washington (hereafter referred to as the “County”) and the City of Sammamish, a municipal corporation of the State of Washington (hereafter referred to as the “City”).

WHEREAS, the County and City entered into an Interlocal Agreement (ILA) dated August 25, 1999 relating to the processing of building and land use applications; and

WHEREAS, said Interlocal Agreement has expired and the parties wish to enter into a new ILA related to the processing of building and land use applications; and

WHEREAS, it is the intent of the parties to make such agreement in accordance with the Interlocal Cooperation Act, RCW Chapter 39.34, in order to foster an efficient and orderly process for review of building and land use applications within the City’s incorporated limits;

NOW, THEREFORE, in consideration of the terms and conditions hereafter set forth, it is agreed as follows:

1. Preincorporation or Preannexation Permit Applications Filed with King County

1.1 Except as otherwise provided herein, the County shall continue to review on behalf of the City all vested building permit and land use applications filed with the County before the effective date of incorporation (August 31, 1999) or annexation which involve property within the City. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City. [2.1]

1.2 Except as provided in Section 2 of this Agreement, County review of building related permits – which include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, and grading and clearing permits – shall include decisions to approve, condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit. Appeals of building related permit decisions, if any, shall be processed in the same manner as Section 2.4. [2.2]

1.3 For those land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report

and recommendation to the City's designated decision-maker. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City. [2.3]

1.4 For those land use applications that require quasi-judicial or legislative approval; e.g., subdivision or rezones; or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City's designated decision-maker for a final decision. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation. [2.4]

1.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation, the County shall continue its review through engineering plan approval, final plat or short plat approval, construction inspection approval, and maintenance/defect approval, unless requested by the City to transfer the application to the City upon completion of a review stage. Unless transferred, for each of these post-preliminary review phases, the County shall make a recommendation for the City's designated decision maker. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County's final plat approval recommendation. All final decisions on any of the post-preliminary review phases shall be rendered by the City. All financial guarantees required of the applicant at completion of a current review phase to secure compliance with the requirements of subsequent phases shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees. [2.5]

1.6 The County will prepare and send to the City a list of all building and land use permit applications pending within the incorporation or annexation area as of the date of incorporation or annexation. The City or County may at any time exclude from this Agreement any permit(s) or application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to excluded the permit(s) or application(s). Upon excluding any permit from review under this Agreement, the County shall thereupon turn the application over to the City for all further processing. [2.6]

2. SEPA Compliance

2.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the City shall serve as lead agency for applications processed by the County pursuant to this Agreement. [5.1]

2.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City. [5.2]

2.3 For those permits requiring a SEPA determination, the County will not take final action upon the application until the City's responsible official has acted. Upon written request with regard to a particular project, the County agrees to provide technical and administrative SEPA assistance to the City's responsible official on that project. Such assistance may include, but is not limited to, the items identified in Section 5.3 of the parties' prior Interlocal Agreement (1999). [5.3]

2.4 In cases where an environmental impact statement is prepared for a project, the decision whether to condition or deny an application on SEPA grounds shall be made by the City. [5.4]

3. Permit Conditions and Code Enforcement

3.1 Enforcement of Permit Conditions: The County is authorized, on behalf of the City, to enforce conditions of approval for those permits that the County processes pursuant to this Agreement. Such enforcement authority shall not include initiation of court enforcement actions. Initiation of such actions shall be the sole responsibility of the City. [7.1]

3.2 Enforcement of Code Requirements: Within a reasonable period following the effective date of this Agreement, the County shall provide the City with a list and brief explanation of all incorporation or annexation area code enforcement cases under review by the County at the time of incorporation or annexation. [7.2]

3.3 The City shall be responsible for undertaking any code enforcement actions following the date of incorporation or annexation. [7.3]

4. Processing Priority

The County agrees to process building and land use applications in accordance with the County's administrative procedures, at the same level of service normally provided to County applications. [8]

5. Fees and Reimbursement for County-processed permits

5.1 In order to cover the costs of processing building and land use permit applications in accordance with this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinance. [9.1]

5.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City. [9.2]

5.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, the City shall pay the County an hourly rate of \$120.00, or at such other hourly rate as is specified in King County Code Title 27. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. [9.3]

6. Pending Matters

The following pending permits within the City's jurisdiction shall continue to be processed by the County:

- a. The County's East Lake Sammamish Trail permits; and
- b. Inspection of Gill clearing and grading permits.

7. Duration

This Agreement shall become effective on the date it has been approved by the legislative authorities of both parties and has been executed and delivered by the parties to each other; and shall continue in effect for 36 months thereafter, unless mutually extended by written agreement of the parties. Provided either party may terminate this agreement upon 90 days advance written notice to the other.

8. Indemnification

a. By the County: The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend, with counsel acceptable to the City, the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

b. By the City: The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and

employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend, with counsel acceptable to the County, the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

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

9. General Terms

a. Administration.

This Agreement shall be administered for the City by the Community Development Director or his/her designee, and for the County by the Director of the Department of Development and Environmental Services, or his/her designee.

b. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

c. No Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

d. No Third Party Beneficiary

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

e. Entire Agreement

This Agreement is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused this amendment to be executed this _____ day of _____, 2012.

KING COUNTY

CITY OF SAMMAMISH

By: _____
County Executive

By: _____
City Manager

Approved as to form:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By: _____
City Attorney



STUDY SESSION NOTES

Study Session

March 13, 2012

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

Public Comment

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

Woody Hertzog, 4115 205th Ave SE – Local Sammamish business owner and resident, delegate from the local Issaquah/Sammamish Tea Party group. He would like to express concerns over the 3.2% increase given to a local law firm and he would ask the Council to be more open to discussion about these types of increases in the future. City Council responded and City Manager Ben Yazici gave a staff report (available on the city's website at www.ci.sammamish.wa.us).

Harry Shedd, 2313 Sahalee Dr. E. - Mr. Shedd stated that the standards in transparency and full disclosure in Sammamish are not being honored. He feels public information that is requested is not being received, is being received in part, or is delayed beyond a reasonable time period. Councilmembers need to receive information well in advance so they can make decisions with all available facts, as well as ensuring that all due diligence requirements are met. He requests that the City improve the timely and complete release of requested public information.

Topics

- **Sister City**
- **Planning Commission Handoff-Home Occupation Regulations:**
Joe Lipinsky, Planning Commission Chair, gave a presentation. Evan Maxim, Senior Planner gave a PowerPoint presentation regarding the changes being proposed (available on the city's website at www.ci.sammamish.wa.us).
- **Discussion: Tree Retention:**
Kamuron Gurol, Community Development Director/Assistant City Manager gave a staff report (available on the city's website at www.ci.sammamish.wa.us).
- **Discussion: Parking Regulations:**
Laura Philpot, Public Works Director gave a staff report (available on the city's website at www.ci.sammamish.wa.us).

- **Discussion: Tobacco Free Parks Policy:**
Linda Frkuska, Deputy Parks Director gave a staff report along with Larry Crandall, Parks & Recreation Commissioner.

- **Chestnut West Update:**
Kamuron Gurol, Community Dev. Director/Assistant City Manager gave a staff report *(available on the city's website at www.ci.sammamish.wa.us)*.

Adjournment

9:42 pm



COUNCIL *Sammamish* **MINUTES**
City of
Washington

**City Council, Joint Meeting
w/Parks & Recreation Commission
March 19, 2012**

Mayor Tom Odell called the Joint Meeting of the Sammamish City Council/Parks & Recreation Commission to order at 6:30 pm.

Councilmembers present: Mayor Tom Odell, Deputy Mayor John James, Councilmembers John Curley, Don Gerend, Ramiro Valderrama, Tom Vance and Nancy Whitten.

Parks & Recreation Commission members present: Krist Morrit, Steve Wright, Rena Brady, Larry Crandall, Brad Conner, Pauline Cantor, Hank Klein and Mary Doerrer. **Absent:** Judy Peterson

Staff present: City Manager Ben Yazici, Assistant City Manager Lyman Howard, Parks & Recreation Director Jessi Richardson, Parks & Recreation Deputy Director Linda Frkuska, Assistant City Attorney Kari Sand, and Administrative Assistant to the City Clerk, Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Larry Crandall led the pledge.

Approval of Agenda

MOTION: Councilmember Valderrama moved to approve the agenda. Deputy Mayor James seconded. Agenda was approved unanimously 7-0.

Student Liaison Reports

- **Eastlake High School – Felipe Concha** – It has been a pretty busy time at Eastlake. The Tolo dance on March 3rd, was successful despite low attendance. Spring sports are starting up with track, boys' soccer, baseball, softball and girls' tennis. Winter sports have ended with the girls' basketball team making the playoffs. Students are registering for next year's classes and signing up for AP testing. Eastlake is still mourning the loss of SRO Officer Stan Chapin but now have a new SRO Officer Williams. Plateau Pink Day (a collaboration between Skyline and Eastside Catholic), is a field day event to raise awareness for cancer. Relay of life is in May, another cancer fundraiser. They are hosting an Unplugged Music Event, one of three per year, which is an open-mic evening of music.
- **Eastside Catholic High-Chad Brown**- Spring sports are starting with baseball, boys' soccer (3-0-1) and the girls' lacrosse team is doing well. The talent show is this Wednesday, March 21st and on the weekend of March 31st the school play "Foot loose" will begin. Prom is in the beginning of May. The school will be losing their principal at the end of the year and his

replacement has not yet been announced. The annual school auction was held a few weeks ago. Tennis has been delayed due to the bad weather.

- **Skyline High School-Eric Thies** - Girls tennis and all other spring sports have begun. Plateau Pink day is approaching and everyone is hoping for a bigger attendance this year. The St. Patrick's Day celebration happened all last week. The internet video, KONY 20-12 has brought a lot of attention to the situation in Uganda with child soldiers. Seniors will be graduating in three months and International Baccalaureate testing will be in May along with AP testing.

Public Comment

Elizabeth Grayson, 22341 NE 22nd Street – Ms. Grayson spoke about transparency and accountability within the City Council. At the March 6th meeting Council approved a new \$700,000 permit tracking system and a 3.2% increase for the City Attorney contract. She feels that Sammamish should not be compared to Redmond, Issaquah and Bellevue as we don't have the same tax base. In this economy, why couldn't the computer system wait or why does the City attorney needs a cost of living increase? This is not the time to be spending this kind of money and she asks that the Council be more careful with our money.

Charlie Goodrich, 22328 NE 2nd Street –As councilmembers and stewards of Sammamish, there many key decisions that need to be made. These decisions should be based on good data. He sees improvements but more information needs to be provided to City Council to make these decisions. He asks that Council not make decisions before they have all the facts and information. As a citizen, he would like to see the decision-making methods improve to make sure we are making the best use of our resources.

Consent Calendar

Approval: Claims for period ending March 19, 2012 in the amount of \$968,013.09 for Check No. 31562 through No. 31667

Resolution: Accepting The Recreation Center Phase 1A: Secondary Access Driveway Project As Complete (R2012-490)

Approval: Minutes for the March 6, 2012 Regular Meeting

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

New Business

Parks, Recreation and Open Space (PRO) Plan Hand-off from Parks & Recreation Commission to City Council

Parks & Recreation Director Jessi Richardson gave a staff report followed by Pauline Cantor, Chairperson for the Parks and Recreation Commission and Hank Klein, Vice-chairperson for the Parks and Recreation Commission (*presentation is available on the City's website at www.ci.sammamish.wa.us*)

General Discussion: Councilmember Whitten noted that the Six Year Capital Improvement Program (CIP) will be approved in June 2012 and the PRO plan needs to be approved along that same time line. Both plans will need to be adopted before the end of this year.

Councilmember Valderrama asked if the objectives outlined in the vision statement are weighed equally or in priority order. Ms. Cantor stated that they are meant to be of equal value but there is a hole in the NE quadrant as well as a hole in relation to an aquatic/in-door recreation facility. We need to maintain parks and the safety of playground equipment etc. Councilmember Valderrama would like to know if there is going to be a prioritized list given to Council.

Councilmember Whitten gave special thanks to the Parks staff and the Parks Commission for their hard work put into the PRO plan documents. She would like additional assessments on the needs of the ballfields and recreation fields.

Councilmember Gerend also thanked the Parks team and Commission and discussed moving forward with a scaled down version of the community aquatic center and perhaps a field house and pushing out other items on the list to 2015. Those capital dollars could be used for major projects. This concept could include partnering with another agency and reducing the burden on the citizens of Sammamish. The Money Magazine ratings have placed Sammamish in the 15th spot this year as "Best places to live in USA". We have been in the top 15 for the last three years.

Councilmember Curley would like to see some analysis done to show hard numbers on how many people use our parks and how often they use the parks before we spend more money on additional parks in Sammamish.

Councilmember Whitten feels the community center plan should proceed in on an adaptive management type of approach. If the community center moves forward then other project will significantly be moved out in time. We are anticipating a plan and design that the city can afford and as well as letting the people of Sammamish vote on it.

Deputy Mayor James spoke about active use parks and the value they serve the community. Hank Klein stated that citizen use is just a small portion of preserving a park. The value of a park is so much more than that.

Councilmember Vance stated that we have a variety of parks that serve different purposes but they are all valuable to our community. Rena Brady discussed the NE quadrant link and how it would connect the park system and serve the entire city.

Councilmember Whitten stated that although valuable, the cost factor in getting the analysis on each park and its usage would be a huge cost to the city. The analysis might be more useful for ballfields or specific recreational use parks.

Councilmember Valderrama supports the analysis of these parks proposals and is concerned about the expense of adding additional parks at this time. He feels there is no justification for new parks during this recession.

Steve Wright would like to build on the sense of community in Sammamish and a place where we can recreate together.

Parks and Recreation Director, Jessi Richardson stated she and her staff are committed to assembling a group of volunteers to prepare a sample count of users at Ebright Creek. There is no timeline for this, but she hopes to begin working on this in the late spring.

Referring to the Geographic Equity Map, Mayor Odell agrees that the circles should be expanded to one mile to see the effect. He would like to overlay the population and location of schools and community parks in the NE quadrant area. With the cost per acre chart for 2011, it should be noted that this includes Evans Creek preserve. Mayor Odell also supports the study of a parks usage analysis. The community center/aquatic center comes with cost to the city. We need to look at the Parks CIP and how big that pot is and how we proceed. How will the maintenance expense look? He also complimented the work that staff and commissioners did in putting all this information into the PRO plan. Councilmember Odell commented the information in the PRO plan is terrific and makes the Councils' decision making easier.

At the next Study session, Councilmember Whitten would like information on what the role of the PRO plan is and how it is to guide us. It is a policy planning document with a lot of official guidelines on how the City performs in the future.

Councilmember Gerend believes the connecting links from Sahalee down to Evans Creek Preserve will help tie the preserve into the City. The connecting link from SE 8th Street Park to the Lower Commons is a valuable link that would be inexpensive.

Larry Crandall commented on the journey and process everyone is taking to improve our parks system.

Commissioner Cantor commented that there are many off-site benefits to our parks which aid in developing our community.

Councilmember Whitten questioned how the city will pay for the maintenance of the capital projects with all these new parks proposals? This should be a factor in how much more we are going to expand.

Brad Conner complimented the many volunteer efforts in Sammamish and supports the proposed analysis of the parks.

Council recessed from 8:30 pm to 8:35 pm.

Council Reports

- Councilmember Gerend: Passed around another letter from the board of directors of the Association of Washington Cities to the Governor and various leaders, relating to the budget deliberations. They propose to take City funds from the liquor revenues and make it permanent. The letter proposes to make it temporary during these tough times only. He also reported on his trip to Washington DC, for the National League of Cities conference.

- Councilmember Whitten: Thanked the staff for their commitment to commissions and committees. The City has shown its maturity and growth.
- Deputy Mayor James: Commented on the Sammi Awards program which was held on Friday, March 16th and what a wonderful event it was. The Economic Development committee received the economic development self-assessment tool (EDSA) results and they will be reviewing them and scheduling a public meeting in April. Mr. Yazici handed out some hard copies of the report.
- Councilmember Valderrama: Thanks again to Parks staff and Parks Commission for the enthusiasm and passion they put into their work. He attended the Planning Commission meeting last Thursday night and was very impressed.
- Councilmember Curley: Attended the Youth Eastside Services breakfast. Encouraged everyone to participate in the Boys and Girls Club 5K/10K Fun Run on April 22nd.
- Mayor Odell: Thanks to the Parks Department and Parks and Recreation Commission for the amazing effort put into produce the PRO plan. He encourages Council to get written comments in to Jessi Richardson as soon as possible. Commented on the SAMMI Awards evening on Friday, March 16th. The ceremony was dedicated to Stan Chapin and noted that Officer Williams will return to become the Eastlake SRO. He is very interested in the Economic Self-Assessment tool and what it will show.

City Manager Report

- City Manager Ben Yazici is interested in Councils comments on the Economic Self-Assessment tool.

Meeting adjourned at 8:53 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas T. Odell, Mayor



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: February 13, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Ordinance: Second Reading regarding Solicitor Licensing

Action Required: Receive public comment and approve ordinance regarding Solicitor Licensing

Exhibits: 1. Draft Ordinance

Budget: n/a

Summary Statement

The proposed ordinance amendment and addition would change the existing licensing requirements for door to door solicitors seeking permits to work in the city. The new ordinance prohibits those with a criminal history, including but not limited to, burglary, theft or fraud from obtaining a solicitor's license in the city of Sammamish. The ordinance also gives homeowners and law enforcement a remedy when door to door solicitors violate a posted "no solicitation" or similar sign at their residence.

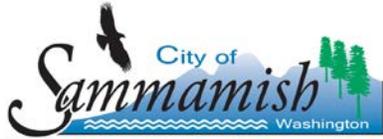
Background

Door to door solicitors are very active in the city of Sammamish. Last year the city issued licenses to 20 different companies and 87 individuals. Law enforcement officers respond to frequent complaints about these solicitors as their sales tactics are often aggressive and intimidating to residents. Unless the solicitors have an active warrant for arrest or have failed to obtain the proper license, law enforcement is limited in their response to such complaints.

The ordinance in its present form merely requires solicitors to obtain the \$15 permit from the City Clerk. Currently, there is no provision for background checks of those seeking to solicit within the city. Additionally, the City Clerk has no ability to revoke such a permit if a solicitor is found to be engaged in criminal behavior while working in the city. There is also no prohibition against solicitors approaching homeowners who post "no solicitation" or other similar signage on their properties.

In December, eight solicitor licenses were issued by the city. Of those individuals who obtained licenses, five would have been denied permits under the new ordinance based on their criminal history. One solicitor was arrested on an active warrant and three had suspended drivers licenses.

The city of Issaquah has an ordinance pertaining to solicitor licenses very similar to our proposed ordinance. Issaquah issued less than ten solicitor licenses for all of 2011.



City Council Agenda Bill

On February 13, 2012 the City Council considered this ordinance at a Study Session. At that time they requested staff make some changes to the proposed ordinance. The current ordinance reflects the following changes

- Section 5.06.010 (C) Definitions – Has been deleted. The definition of “Transient” in SMC Section 5.05.020(7) is modified to apply to vendors at the Farmer’s Market Pine Lake Park or church events. If these types of vendors engage in business more than four times per year, they will be required to purchase a City Business license (this is the case now for vendors of the Farmer’s Market).
- Section 5.06.120 Hours – Has been modified to allows solicitation between the hours of 9:00 am and 5:00 pm. These hours are proposed based on applicable case law. However, Council may determine different hours.
- 5.06.020 (3) (c) License – Required – No Soliciting Signs - Exemptions. Staff is recommending leaving the exemption for magazine vendors as they enjoy the same protection under the First Amendment as newspaper vendors. It is well established that canvassing and specifically the distribution of literature on the street and door to door, is in accordance with the best tradition of First Amendment expression, and thus receives the fullest constitutional protection. See *McIntyre v. Ohio Elec. Comm.*, 514 U.S. 334, 115 S.Ct. 1511, 131 L.Ed.2d 426 (1995); *Martin v. City of Struthers*, 319 U.S. 141, 63 S.Ct. 862, 87 L.Ed. 1313 (1943); *Lovell v. Griffin*, 303 U.S. 444, 58 S.Ct. 666, 82 L.Ed. 949 (1938). As such, newspaper and magazine solicitors are exempt from solicitor licensing requirements (see RCW 36.71.010, exempting vendors of periodicals from County peddler's license requirements). They will be required to apply for an exemption and will need to carry documentation with them that shows they were granted the exemption. They will be required to comply with all the other rules governing solicitation (i.e. they will only be allowed to solicit during approved hours and they will not be allowed to solicit at any home that is posted “No solicitation”).

On March 6, 2012 Council conducted a first reading of this ordinance.

Other Proposed Amendments & Additions:

The amendment to Chapter 5.05 and the addition of Chapter 5.06 creates more stringent requirements of those seeking to obtain a solicitor’s license within the city. Specifically, the license fee increases from \$15 to \$30 and adds the requirement of a background check prior to issuance of a license. Applicants who, within the last ten years, have been convicted of a crime related to such sales including but not limited to burglary, theft and fraud would be denied a license. The new section changes the expiration of all licenses to December 31 of each year which simplifies tracking of valid licenses. It also creates a provision whereby the City Clerk may suspend or revoke a license if a solicitor violates the conditions of the license. Finally, the new section allows residents to avoid contact with door to door solicitors entirely by adding a prohibition to the violation of a “no soliciting” or other similarly worded sign posted on their property. Solicitors who violate any provision of the new chapter shall be guilty of a misdemeanor.



City Council Agenda Bill

As with the previous version of the ordinance, charitable, religious and non-profit organizations are exempt from the licensing requirement. Additionally, based on the protections of the First Amendment, newspaper subscription solicitors and vendors of books and periodicals are also exempt.

Financial Impact: n/a

Recommended Motion: Motion to approve the ordinance regarding Solicitor Licensing.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2012-_____**

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADDING A NEW CHAPTER 5.06 TO THE SAMMAMISH MUNICIPAL CODE TO BE ENTITLED “SOLICITOR’S LICENSE”; PROVIDING FOR SOLICITOR’S BUSINESS LICENSE FOR ENGAGING IN BUSINESS IN THE CITY; DEFINING TERMS; PROVIDING FOR PROCEDURES FOR ISSUING, SUSPENDING AND REVOKING SOLICITOR’S BUSINESS LICENSE; SETTING FORTH FEES; PROHIBITING LOUD NOISE; REGULATING USE OF CITY STREETS; RESTRICTING HOURS; REQUIRING RECORDS; AND SETTING FORTH PENALTIES; AND DELETING SECTIONS OF 5.05 RELATING TO PEDDLERS AND AMENDING SECTION 5.05.020(7) RELATING TO TRANSIENT MERCHANTS

WHEREAS, the City of Sammamish is a non-charter optional municipal code city incorporated under the laws of the State of Washington and has the power to enact ordinances and regulate solicitors for the protection of the public health, safety and general welfare;

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

Section 1. Chapter 5.06 SMC Created. A new Chapter 5.06 (“Solicitor’s License”), is hereby added to the Sammamish Municipal Code to read as shown in Attachment “A”:

Section 2. Chapter 5.05 SMC Amended. Chapter 5.05 shall be amended as follows: Delete Section 5.05.020(5) and Section 5.05.030. Amend Section 5.05.020(7) to read as follows:

(7) “Transient merchant” means any person, firm or corporation who engages in, does or transacts any temporary business at wholesale or retail for the sale of goods, wares or merchandise, or services, and who for such purpose shall use or occupy ~~any building, vehicle, booth or other structure, either temporary or permanent,~~ for the exhibition and/or sale of such property or services: any building, vehicle, booth or other structure, either temporary or permanent; or any vacant lot, parcel of land, or any other place not used by such person as a permanent place of business.

Exhibit 1

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phase of this ordinance.

Section 4. Effective Date. This Ordinance is not subject to referendum as provided by law and shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____ 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 28, 2012

First Reading: March 6, 2012

Passed by the City Council:

Date of Publication:

Effective Date:

ATTACHMENT “A”

**Chapter 5.06
SOLICITOR’S LICENSE**

Sections:

- 5.06.010 Definitions.
- 5.06.020 License – Required – Exemptions.
- 5.06.030 License – Application.
- 5.06.040 Investigation of application – Issuance and denial of license.
- 5.06.050 Fees.
- 5.06.060 Exhibition of license.
- 5.06.070 Expiration.
- 5.06.080 Revocation or suspension of license – Grounds.
- 5.06.090 Appeal.
- 5.06.100 Loud noises, speaking devices.
- 5.06.110 Use of streets.
- 5.06.120 Hours.
- 5.06.130 Records.
- 5.06.140 Penalty for violation.

5.06.010 Definitions.

A solicitor is defined as follows:

- A. Any person, both principals and agents, who shall sell, offer or expose for sale, or trade, deal or traffic in any personal property at retail in the City by going from house to house or from place to place or by indiscriminately approaching individuals.
- B. Sales by sample or for future delivery, and executory contracts of sale by solicitors, are embraced within the preceding subsection; provided, however, that this section shall not apply to any salesman or canvasser who solicits trade from wholesale or retail dealers in the City.

5.06.020 License – Required – No Soliciting Signs - Exemptions.

- A. No person or individual shall act as a solicitor within the city limits without first obtaining a license therefor as provided in this chapter. It is a violation of this chapter to solicit without a valid license.
- B. It is a violation to solicit on premises that conspicuously display a “no solicitors” sign, or a sign with similar language.
- C. The following persons are eligible for an exemption to the license requirements

Exhibit 2

and fee provisions of this chapter:

- 1) Farmers, gardeners, or other persons who sell, deliver, or peddle agricultural, horticultural or farm products (including fruits, vegetables, berries, eggs, or other edibles) which they have actually grown, harvested, manufactured or produced, provided that this exception does not apply to sale of firewood;
- 2) Charitable, religious or nonprofit organizations or corporations which have received tax exempt status under 26 U.S.C. 501(c)(3) or other similar civic, charitable, educational, political, or non-profit organizations; and
- 3) Newspaper subscription solicitors and vendors of books and periodicals.

Provided, however, that any such person must first apply for an exemption on forms furnished by the City Clerk. Upon determination by the City Clerk that such person is exempt from the license requirements, a copy of the approved "application for exemption" shall be provided and must be carried by the person at all times the person solicits in the City.

5.06.030 License - Application.

- A. License applicants must file with the City Clerk a sworn application in writing on a form furnished by the City Clerk.
- B. All applicants must supply the following information:
 - 1) Name, home address, home telephone number, date of birth, valid driver's license(s), vehicle description(s), and license plate numbers(s);
 - 2) Name, business address, mailing address, and phone number of sponsor, employer or association which the solicitor is representing, if applicable;
 - 3) Description of item(s) for sale;
 - 4) Business references;
 - 5) Whether or not the solicitor has ever been convicted of a crime related to the sale or representation of any goods, wares, merchandise or anything of value, and, if so, the details thereof (i.e. burglary, theft or crimes against the person).

5.06.040 Investigation of application - Issuance and denial of license.

- A. The City Clerk or designee shall verify the information included in the application.
- B. After verifying the information contained in the application, the City Clerk shall, upon payment of the prescribed fee, issue the license to the applicant. The City Clerk shall deny a license if the applicant has:
 - 1) Within the last 10 years been convicted of a crime or offense directly related to the sale or representation of any goods, wares, merchandise or anything of value, including, but not limited to burglary, theft, and fraud;
 - 2) Made a false or misleading statement in the application.

5.06.050 Fees.

Solicitor's license shall be as shown in the most current City Fee Schedule. Such fees shall be paid at the time of filing the application without proration.

5.06.060 Exhibition of license.

Solicitors are required to exhibit their license at the time of any solicitation and upon request by a police officer and any person being solicited.

5.06.070 Expiration.

All licenses issued under this chapter shall expire on December 31st of each year.

5.06.080 Revocation or suspension of license – Grounds.

The City Clerk may, at any time, suspend or revoke any license issued under the provisions of this chapter whenever the licensee, or any officer, employee or partner thereof:

- 1) Has violated any federal, state or city statute, law, regulation or ordinance directly related to his or her fitness for a solicitor's license, whether or not the licensee, or officer or partner thereof, has been convicted in any court of competent jurisdiction of such violation; or
- 2) Is conducting or has conducted, engaged in or operated a business stated in the license which does not conform to the ordinances of the City; or
- 3) Has maintained or permitted the business stated in the license to be conducted, engaged in or operated in such manner as to constitute a public nuisance; or

- 4) Has made any material false statement or representation in connection with obtaining the license.

5.06.090 Appeal.

- A. Whenever the City Clerk determines that there is cause for denial, suspension or revocation of a solicitor's license, the Clerk shall, by certified mail, notify the applicant or licensee of the Clerk's determination, including the grounds for denial, suspension or revocation. Notice mailed to the address on the application or license shall be deemed received three days after mailing.
- B. The licensee may appeal the decision of the City Clerk to deny, suspend or revoke a solicitor's license by filing a written notice of appeal to the hearing examiner within 21 days of the City Clerk's decision, pursuant to the procedures in Chapter 20.10 SMC.

No solicitor, nor any person on the solicitor's behalf, shall shout, make any outcry, blow a horn, ring a bell, or use any sound device, including any loud-speaking radio or sound-amplifying system for the purpose of attracting attention to any goods, wares or merchandise which such solicitor proposes to sell.

5.06.110 Use of streets.

No solicitor shall have any right to a stationary location in a public right of way.

5.06.120 Hours.

No person required to obtain a solicitor's license shall engage in the business of solicitation between the hours of 5:00 p.m.^[MA1] and 9:00 a.m.

5.06.130 Records.

The police shall report to the City Clerk all convictions for violations of this chapter, and the City Clerk shall maintain a record for each license issued and record the reports of violation therein.

5.06.140 Penalty for violation.

Any person failing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction shall be subject to the penalties provided in Chapter 1.10 SMC.



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 28, 2012

Originating Department: Public Works

Clearances:

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

Subject: Connectivity Process

Action Required: Adopt resolution memorializing the Connectivity Process to be followed when evaluating barricades within City of Sammamish.

Exhibits: 1. Draft Resolution

Budget: NA

Summary Statement:

Sammamish City Council requested that city staff develop a process to evaluate existing barricades and future connectivity (both for vehicular and non-motorized traffic) within the City of Sammamish. City staff developed a public involvement process for this work with the City Council in June 2009. The draft process was followed during the evaluation and removal of the SE 32nd Street Barricade.

Based on lessons learned and feedback from the public and the Council, the process has been modified. The attached resolution has been drafted to capture the modified process that will be followed for evaluation of future barricaded locations.

Background:

In 2009 the City developed a draft public involvement process to be used when evaluating barricades and/or emergency gates located within public right of way. The process was outlined using the following steps:

- Gather data and engage the public
- Define a successful outcome
- Develop draft criteria
- Revisit the public
- Test the Criteria
- Develop an Implementation Plan



City Council Agenda Bill

The hope was that the end result would provide clear criteria to determine if an existing barricade will stay or be removed and if it is determined that it should be removed, what steps and/or improvements would be necessary before it is removed. It was also intended that the criteria would be able to be used to guide future decisions related to opening future motorized and non-motorized traffic connections within the city as development occurs.

The process was followed to create the criteria to be used to evaluate each barricade within the City. In the fall of 2010 Staff began the specific evaluation of SE 32nd Street Barricade. The actual steps used were better defined and a number of residents were engaged and participated in the process to evaluate the barricade on SE 32nd Street. It was determined that the removing the barricade met all the criteria developed. Based on the data and the concerns raised by residents, staff developed a traffic mitigation plan to address the anticipated traffic pattern shifts resulting from the removal of the barricade.

In the fall of 2011, staff gathered traffic data after all of the improvements were made. This information was shared with the City Council. At that time City Council asked for the process to be modified to provide a more bifurcated process. It was requested that an additional meeting(s) be held if the decision is to remove the barricade. The additional meeting(s) would be focused on the development of the traffic mitigation project.

Financial Impact:

There is no financial impact.

Recommended Motion:

Adopt Resolution No. 2012- _____ outlining the formal public process to be followed when evaluating whether or not a barricade and/or emergency gate should remain or be removed from the public right of way.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2012-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
ESTABLISHING AN EVALUATION PROCESS FOR EXISTING
BARRICADES AND EMERGENCY GATES ON CITY STREETS**

WHEREAS, the City of Sammamish has an existing street network; and

WHEREAS, said street network includes public rights of way that are currently blocked by barricades and/or emergency gates; and

WHEREAS, there are residents of the City of Sammamish that desire certain barricades and/or emergency gates to remain in place; and

WHEREAS, there are residents of the City of Sammamish that desire certain barricades and/or emergency gates to be removed; and

WHEREAS, the City Council desires a fair and transparent public process to evaluate each barricade on its unique characteristics; and

WHEREAS, the City Council desires that a final resolution be reached on each barricade in the City;

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

Section 1. Establishment of the Process to Individually Evaluate Existing Barricades and Emergency Gates on City Streets. All existing barricades and emergency gates within the City of Sammamish shall be evaluated individually, and such evaluation shall adhere to the following process:

Area of Influence Establishment by City staff:

City staff shall define the area of influence for the barricade location by use of the city's transportation model.

Information Gathering by City staff:

City staff shall gather all data available on existing barricades and emergency gates throughout the City, including but not limited to, the following:

- Existing traffic volumes and speeds;

Exhibit 1

- Predicted traffic volumes with and without the barricade in place (based on the city's traffic model); and
- History of barricade placement and surrounding infrastructure improvements.

Public Involvement:

City staff shall provide an area on the City's website dedicated to the barricade and emergency gate being studied, as well as a way for residents to send in questions/concerns electronically. All comments, questions and concerns submitted in writing shall be made available on the website for residents to view.

Public Open House No. 1 – Gather Information:

City staff shall hold an open house style public meeting with residents from the predetermined area of influence.

Invitations shall be mailed to residents living within the area of influence.

Meeting shall also be advertised on the City's website.

The open house style public meeting shall be a place to exchange information and data.

The meeting shall also provide an opportunity for residents to share their concerns and questions with city staff in relation to the following pre-established criteria:

- Safety as it relates to non-motorized traffic
- Safety as it relates to vehicular traffic
- Roadway geometry
- Roadway amenities/standards
- Environmental impacts
- Neighborhood character
- Cost of potential traffic mitigation

Evaluation:

City staff shall evaluate each barricade and emergency gate using the collected data, public feedback and established evaluation criteria list above.

City staff shall develop a recommendation on whether the barricade and/or emergency gate should remain as is, be modified or be removed.

Public Open House: No. 2 – Discuss Staff Recommendation:

City staff shall hold an open house style public meeting with residents from the predetermined area of influence.

Exhibit 1

Invitations shall be mailed to residents living within the area of influence.

Meeting shall also be advertised on the City's website.

The open house style public meeting shall be a place to exchange information and data.

The meeting shall also provide an opportunity for staff to share their recommendations with the public and gather input prior to taking said recommendations to City Council for their consideration.

City Council Review:

Staff shall provide their recommendation to City Council for their consideration on whether the barricade and/or emergency gate should remain as is, be modified or be removed.

Traffic Mitigation Development:

If it is determined that traffic mitigation is necessary, staff will develop a recommended plan for the public's consideration.

Public Open House: No. 3 – Discuss Proposed Traffic Mitigation Plan:

If it is determined that traffic mitigation is necessary city staff shall hold an open house style public meeting with residents in the predetermined area of influence.

Invitations shall be mailed to residents living within the area of influence.

Meeting shall also be advertised on the City's website.

The open house style public meeting shall be a place to exchange information and data.

The meeting shall provide an opportunity for residents to share their comments, concerns, questions and suggested modifications to the proposed traffic mitigation plan.

City Council Review and Decision:

If it is determined that traffic mitigation is necessary, city staff will present recommended improvements to the City Council for their consideration along with a summary of public comments and concerns related to said improvements. At this time, the City Council will make a final decision on the existing barricade or emergency gate based on the established evaluation criteria and public input, as well as any related improvements according to the proposed traffic mitigation plan, if any.

After Data:

If modifications to the existing barricaded and/or gated area are made, traffic data shall be collected after all improvements are completed. The after data shall be shared with City Council and placed on the City's website.

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT THEIR REGULAR MEETING
THEREOF ON THE _____ DAY OF APRIL, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

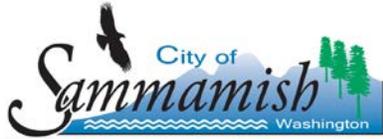
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 28, 2012

Passed by the Council:

Resolution No:



City Council Agenda Bill

Meeting Date: April 3, 2012

Date Submitted: March 28, 2012

Originating Department: Public Works

Clearances:

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

Subject: 244th Non-Motorized Improvements, Phase 2 - NE 11th Street to NE 20th Street

Action Required: Authorize the City Manager to award and execute a construction contract for construction of the 244th Non-Motorized Improvements, Phase 2 - NE 11th Street to NE 20th Street Project and administer a construction contingency.

Exhibits: Bid Summary

Budget: \$1,700,000 in the adopted 2011-2012 Transportation Capital Improvement Fund, \$300,000 in the adopted 2011-2012 Street Fund (Overlay Program), grant funding of \$1,156,000 and \$100,750 of developer contributions.

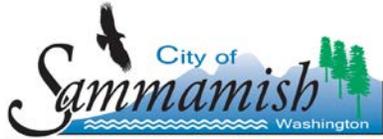
Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the 244th Non-Motorized Improvements, Phase 2 – NE 11th Street to NE 20th Street project. The bid opening was March 29, 2012.

The project will widen the western side of 244th Avenue NE to create a bike lane and sidewalk, providing neighborhoods with pedestrian and bicycle facilities to access Rachel Carson Elementary and the recently improved 244th corridor to the south. Curb, gutter and storm drain improvements are also included, together with retaining walls necessitated by the rolling terrain.

Background:

The City Council has identified the 244th Avenue NE corridor as a priority for incorporating non-motorized improvements. The full scope of work includes sidewalks and bike lanes on the west side of the roadway extending from NE 8th Street to NE 20th Street. Phase 1 of this effort was constructed in 2011 between NE 8th Street and Rachel Carson Elementary, and utilized a Transportation Improvement Board (TIB) grant in the amount of \$156,000. Phase 2 will extend these improvements northward to NE 20th Street to connect to the City's new Maintenance and Operations Center and the newly annexed Camden Park neighborhood.



City Council Agenda Bill

Financial Impact:

The project costs are funded through a combination of existing CIP funds (244th Ave NE Non-Motorized Improvements and Street Overlay Program), TIB Grant funds, and developer contributions. The City was awarded competitive grants of \$156,000 for Phase 1 improvements and approximately \$1,000,000 for Phase 2 improvements (2013 Urban Corridor Funding Program) from the TIB. As a result, the City is anticipating a net savings of \$863,392 in Transportation CIP funds. As discussed with Council at the December 13, 2011 Study Session, a portion of these savings will be utilized for construction of the NE Inglewood Hill Road Non-Motorized Project. A summary of the project funding along with known and anticipated expenditures is listed below.

Project Funding:

244th Ave NE Non-motorized Improvements*	\$	1,700,000
Overlay Program	\$	300,000
TIB Grant - Phase 1	\$	156,000
TIB Grant - Phase 2**	\$	1,000,000
Developer Contribution	\$	100,750
Total Funds Available	\$	3,256,750

Project Expenditures:

Design	\$	310,288
Phase 1 Construction	\$	315,043
Phase 2		
Construction ***	\$	1,450,000
Construction Contingency (15%)	\$	217,500
Construction Inspection & Materials Testing	\$	80,000
Right of Way and Miscellaneous	\$	20,527
Total Expenditures	\$	2,393,358

Net Savings	\$	863,392
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* NOTE: This is the amount in the adopted 2011-2012 Transportation Budget

** NOTE: TIB Grant Amount is reduced based on bid results

***NOTE: The actual construction amount will be provided to City Council at the April 3, 2012 meeting after staff has had an opportunity to complete their thorough bid evaluation.



City Council Agenda Bill

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder (contractor to be named at 4/3/2012 council meeting) for construction of the 244th Non-Motorized Improvement project, Phase 2 – NE 11th Street to NE 20th Street, in an amount not to exceed \$(amount to be announced at 4/3/2012 council meeting) and to administer a 15% construction contingency in an amount not to exceed \$(amount to be announced at 4/3/2012 council meeting).

BID OPENING
244th Non-Motorized Project Phase 2
March 29, 2012

Bidder	Signed Proposal	Bid Security Form	Receipt of Addenda	Bidder Information	Non-Collusion Affidavit	Min. Wage	Bid Amount
Santana Trucking	✓	✓	✓	✓	✓	✓	1,345,173.10 ①
AGR		✓	✓	✓	✓	✓	1,444,987.23
A+ Landscaping	✓	✓	✓	✓	✓	✓	1,715,642.50
Kar-Vel	✓	✓	✓	✓	✓	✓	1,970,701.10
Westwater Construction	✓	✓	✓	✓	✓	✓	1,794,907.00
RW Scott	✓	✓	✓	✓	✓	✓	1,463,727.55
Ceceanti	✓	✓	✓	✓	✓	✓	1,714,554.00
Road Const. NW	✓	✓	✓	✓	✓	✓	1,434,396.00 ②
RRJ Co	✓	✓	✓	✓	✓	✓	1,552,620.91
Camons Construction	✓	✓	✓	✓	✓	✓	1,529,062.81
Johansen Ex	✓	✓	✓	✓	✓	✓	1,540,577.85

Apparent Low Bidder Santana Trucking Engineer's Estimate \$1.8 - 2 Million \$1,895,000

