



City Council, Regular Meeting

AGENDA

April 16, 2012

6:30 pm – 10:00 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastlake High School – Felipe Concha

Presentations/Proclamations

- Finance Year End Report

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 31, 2012 for pay date April 5, 2012 in the amount of \$265,790.29
1. Approval: Claims for period ending April 16, 2012 in the amount of \$1,129,952.90 for Check No. 31774 through No. 31923
 2. Contract: Transportation Comprehensive Plan Update/David Evans
 3. Contract: On-Call Tree Removal - Swift Tree Care 2012

Unfinished Business - None

New Business

4. Ordinance: First Reading amending Parking regulations
5. Police Report

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 - Property Acquisition pursuant to RCW 42.30.110(1)(b)

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Apr. 2012			
Mon. 4/16	6:30 pm	Regular Meeting	Ordinance: First Reading amending Parking regulations Contract: Transportation Comprehensive Plan Update/David Evans (consent) Finance Year End Report Police Report 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: First Reading Repealing SMC 8.05 Ordinance: Second Reading amending Parking regulations Cable TV Franchise (Study Session) Presentation: Employee Committee Contract: Construction Support/ WM Pacific
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 Ordinance: Second Reading Repealing SMC 8.05
June 2012			
Tues. 6/5	6:30 pm	Regular	Resolution: 6 Year Transportation Improvement Program Bid Award: Eastlake HS Ball Field Project
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

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 Canceled	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. Art Exhibit - "Come Sit a While"	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 9 a.m. ARAS Bike Drive Project 10 a.m. Sammamish Spring Recycling Collection Event & Bin Sale	30					

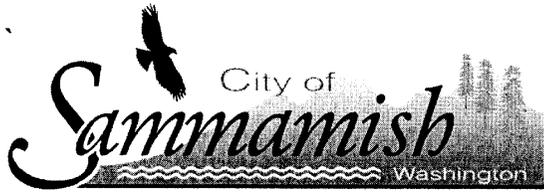
If you are looking for facility rentals, please click [here](#).

<< 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 8 a.m. "Call to Artists" - 2012 Art Fair 10 a.m. Donate Blood at City Hall	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: April 12, 2012
RE: Claims for April 16, 2012

\$ 269,165.02
 21,753.66
 635,737.01
 203,297.21

Top 5 Expense Items in Packet

Eastside Fire & Rescue	\$458,113.17	Apr-12
ESRI	\$38,792.95	ARC Licenses & Software Maintenance
AMEC Environmental	\$27,499.31	ECA Update
D.A. Hogan	\$24,399.75	EHS Ballfield Renovation
Plantscapes	\$23,176.87	Monthly Parks & City Streets Landscape Maintenance April 2012

TOTAL: \$ 1,129,952.90
Check # 31774 through # 31923

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/5/2012 - 9:46 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31774	04/05/2012	ANI	ANI Administrators NW Inc	1,607.03	0
31775	04/05/2012	AWCMED	AWC Employee BenefitsTrust	98,804.14	0
31776	04/05/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
31777	04/05/2012	ICMA401	ICMA 401	34,547.51	0
31778	04/05/2012	ICMA457	ICMA457	7,660.74	0
31779	04/05/2012	ISD	Issaquah School District	104,072.00	0
31780	04/05/2012	LWSD	Lake Washington School Dist	21,270.00	0
31781	04/05/2012	PREPAIDL	LegalShield	103.60	0
				<hr/> <hr/>	
Check Total:				269,165.02	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31782	04/16/2012	WALAB	Wa State Dept of Labor & Indus	21,753.66	0
				Check Total:	
				21,753.66	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/11/2012 - 10:30 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31783	04/16/2012	ACETANK	Ace Tank & Feuling Equip LLC	1,443.63	0
31784	04/16/2012	ACT	ACT Theatre	1,600.00	0
31785	04/16/2012	ADVANTAG	Advantage Building Services	9,057.91	0
31786	04/16/2012	ALDORTH	Kurt Aldworth	83.04	0
31787	04/16/2012	ANI	ANI Administrators NW Inc	348.00	0
31788	04/16/2012	APEX	Apex Facility Resources, Inc	3,271.40	0
31789	04/16/2012	AT&TMOBI	AT&T Mobility	184.21	0
31790	04/16/2012	AUTOADDI	Auto Additions, Inc.	429.35	0
31791	04/16/2012	B&JROOF	B&J Roofing	178.50	0
31792	04/16/2012	BACKGROU	Background Source Intl	56.00	0
31793	04/16/2012	BELLCITY	City Of Bellevue	11,547.00	0
31794	04/16/2012	BMC	BMC Select	24.92	0
31795	04/16/2012	BRICKMAN	Brickman Group Ltd LLC	4,553.20	0
31796	04/16/2012	CADMAN	Cadman, Inc.	159.89	0
31797	04/16/2012	CASEENG	Case Engineering, PS	337.50	0
31798	04/16/2012	CENTRALW	Central Welding Supply	191.56	0
31799	04/16/2012	CLYDEWES	Clyde West	21.15	0
31800	04/16/2012	CODEPUB	Code Publishing Inc	661.93	0
31801	04/16/2012	COMCAST2	COMCAST	115.33	0
31802	04/16/2012	COMPOFF	The Complete Office	1,155.53	0
31803	04/16/2012	COSTCO	Costco Wholesale	549.28	0
31804	04/16/2012	DEERE	John Deere Landscapes	1,021.40	0
31805	04/16/2012	DOOLITTL	Doolittle Construction LLC	8,843.43	0
31806	04/16/2012	EASTFIRE	Eastside Fire & Rescue	458,113.17	0
31807	04/16/2012	ENCOMPAS	Encompass	1,500.00	0
31808	04/16/2012	EVERETTS	Everett Steel, Inc	733.23	0
31809	04/16/2012	FCS	FCS Group Inc.	7,420.40	0
31810	04/16/2012	FELLINGE	Lee Felling	467.36	0
31811	04/16/2012	FLORES	Dawn Flores	68.72	0
31812	04/16/2012	FRONTIR2	Frontier	333.63	0
31813	04/16/2012	GRAINGER	Grainger	2,436.00	0
31814	04/16/2012	HAWORTH	Ron Haworth	498.43	0
31815	04/16/2012	HDFOWL	H. D. Fowler Company	71.52	0
31816	04/16/2012	HOGAN	D. A. Hogan & Assoc., Inc	24,399.75	0
31817	04/16/2012	IPS	Integrated Print Solutions, Inc	11,735.94	0
31818	04/16/2012	IRONMT	Iron Mountain	77.62	0
31819	04/16/2012	ISSAQI	Issaquah Press, Inc.	980.50	0
31820	04/16/2012	ISSCHURC	Issaquah Community Services	325.00	0
31821	04/16/2012	ISSIGNS	Issaquah Signs	1,399.97	0
31822	04/16/2012	KINGFI	King County Finance A/R	4,595.04	0
31823	04/16/2012	KINGPET	King County Pet Licenses	120.00	0
31824	04/16/2012	LAKESIDE	Lakeside Industries	2,949.11	0
31825	04/16/2012	LESSCHWA	Les Schwab Tire Center	323.66	0
31826	04/16/2012	LEXIS	Lexis Nexis Risk Data Mgmt	144.59	0
31827	04/16/2012	MAILPO	Mail Post	1,889.61	0
31828	04/16/2012	MEDCO	Medco Supply Company	640.52	0
31829	04/16/2012	MINUTE	Mike Immel	196.27	0
31830	04/16/2012	MOBERLY	Lynn Moberly	7,214.00	0
31831	04/16/2012	NAMI	NAMI Eastside	687.50	0
31832	04/16/2012	NAPA	Genuine Parts Company/Issaquah	932.67	VOID

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31833	04/16/2012	NAVAL	Commanding Officer Naval Surface W	300.00	0
31834	04/16/2012	NC MACH	NC Machinery Co	352.52	0
31835	04/16/2012	NEXTEL	Nextel Communications	754.46	VOID 0
31836	04/16/2012	OER	Olympic Environmental Resource	5,440.00	0
31837	04/16/2012	OFFDEBSD	Office Depot	1,269.55	0
31838	04/16/2012	OILCAN	Oil Can Henry's	55.01	0
31839	04/16/2012	PACE	Pace Engineers, Inc.	2,625.00	0
31840	04/16/2012	PACPOWER	Pacific Power Products	1,930.96	0
31841	04/16/2012	PACRIM	Pacific Rim Equipment Rental	235.43	0
31842	04/16/2012	PACSOIL	Pacific Topsoils, Inc	812.09	VOID 0
31843	04/16/2012	PAETEC	PAETEC Integrated Solutions Group,	2,254.38	0
31844	04/16/2012	PERRON	Scott Perron	84.26	0
31845	04/16/2012	PIEDMONT	Piedmont Directional Signs	525.00	0
31846	04/16/2012	PROPET	Pro Pet Distributors, Inc	2,773.47	0
31847	04/16/2012	PROTH	Prothman Company	3,146.65	0
31848	04/16/2012	PSE	Puget Sound Energy	2,898.64	0
31849	04/16/2012	QBS	Quality Business Systems	256.43	0
31850	04/16/2012	REDMOND	City Of Redmond	60.28	0
31851	04/16/2012	RJTHOMAS	R J Thomas Mfg Co Inc	554.55	0
31852	04/16/2012	ROBINDON	Donald Robinson	178.50	0
31853	04/16/2012	ROTARSAM	Rotary Club of Sammamish	52.00	0
31854	04/16/2012	SAMCHAMB	Sammamish Chamber of Commerce	75.00	0
31855	04/16/2012	SEATIM	Seattle Times	72.99	0
31856	04/16/2012	SENIORS	Seniors Making Art	1,600.00	0
31857	04/16/2012	SERVICE	Service Paper Co	420.56	0
31858	04/16/2012	SKYLINE	Skyline High School	351.00	0
31859	04/16/2012	SONITROL	Sound Security, Inc.	840.48	0
31860	04/16/2012	STOECKL	Jane C. Stoecklin	120.00	0
31861	04/16/2012	SUNBELT	Sunbelt Rentals	468.72	0
31862	04/16/2012	SYMPRO	Sympro, Inc	3,862.00	0
31863	04/16/2012	VERIZON	Verizon Wireless	1,684.74	0
31864	04/16/2012	VOYAGER	Voyager	5,288.17	0
31865	04/16/2012	WAASPHAL	Wa Asphalt Pavement Assoc	130.00	0
31866	04/16/2012	WADES	Wa State Dept of Enterprise Svcs	500.00	0
31867	04/16/2012	WATREAS	Wa State Treasurer	606.50	0
31868	04/16/2012	WAWORK	Washington Workwear Stores Inc	2,471.27	0
31869	04/16/2012	WED	Western Equipment Distributors	869.00	0
31870	04/16/2012	WELCHMIC	Michael Dylan Welch	200.00	0
31871	04/16/2012	WESTERNE	Western Entrance Tech LLC	13,484.93	0
31872	04/16/2012	ZEE	Zee Medical Service	44.10	0
				<u>635,737.01</u>	
Check Total:				635,737.01	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
31873	04/16/2012	AADAMS	AAdams Tree Service	3,848.93	0
31874	04/16/2012	ACE	Ace Hardware, LLC	1,145.17	0
31875	04/16/2012	AMEC	AMEC Environment & Infrastructure,	27,499.31	0
31876	04/16/2012	BARRACUD	Barracuda Networks, Inc.	1,200.00	0
31877	04/16/2012	BCC	Bellevue College	193.92	0
31878	04/16/2012	BEST	Best Parking Lot Cleaning, Inc	3,478.03	0
31879	04/16/2012	BESTWAY	Best Way Concrete	290.17	0
31880	04/16/2012	BMC	BMC Select	284.98	0
31881	04/16/2012	BMI	Broadcast Music, Inc	320.00	0
31882	04/16/2012	CENTURY	Century Link	1,380.46	0
31883	04/16/2012	EASTEQ	Eastside Equipment & Marine	1,772.31	0
31884	04/16/2012	EASTPLUM	Eastside Plumbing Services	225.02	0
31885	04/16/2012	ESRI	ESRI, Inc.	38,792.95	0
31886	04/16/2012	EVSAN	Evergreen Sanitation, Inc	481.80	0
31887	04/16/2012	EWINGIRR	Ewing Irrigation	378.65	0
31888	04/16/2012	FASTENAL	Fastenal Industrial Supplies	258.87	0
31889	04/16/2012	FIREPROT	Fire Protection, Inc.	646.05	0
31890	04/16/2012	GRAINGER	Grainger	3,277.04	0
31891	04/16/2012	GRANGE	Grange Supply, Inc.	80.11	0
31892	04/16/2012	HDFOWL	H. D. Fowler Company	80.53	0
31893	04/16/2012	HOMEDE	Home Depot	1,083.00	0
31894	04/16/2012	ISSIGNS	Issaquah Signs	137.81	0
31895	04/16/2012	KCRADIO	King Cty Radio Comm Svcs	387.49	0
31896	04/16/2012	KENYON2	Kenyon Disend PLLC	16,382.10	0
31897	04/16/2012	KINGTREA	King County Treasurer	22,902.30	0
31898	04/16/2012	KIRTLEY	Kirtley Cole	9,429.04	0
31899	04/16/2012	MACDONAL	MacDonald-Miller Facility Solutions	7,535.79	0
31900	04/16/2012	MICRO	Microflex, Inc.	61.96	0
31901	04/16/2012	MINUTE	Mike Immel	58.04	0
31902	04/16/2012	NAPA	Genunine Parts Company/Issaquah	136.24	0
31903	04/16/2012	NAPA/RED	Woodinville Auto Parts	932.67	0
31904	04/16/2012	NESAM	NE Sammamish Sewer & Water	114.70	0
31905	04/16/2012	NEXTEL	Nextel Communications	427.37	0
31906	04/16/2012	NWCASC	Northwest Cascade, Inc.	327.72	0
31907	04/16/2012	OILCAN	Oil Can Henry's	186.13	0
31908	04/16/2012	PACPLANT	Pacific Plants	4,742.12	0
31909	04/16/2012	PACPOWER	Pacific Power Products	1,208.38	0
31910	04/16/2012	PACRIM	Pacific Rim Equipment Rental	235.43	0
31911	04/16/2012	PLANTSCA	Plantscapes, Inc	23,176.87	0
31912	04/16/2012	PSE	Puget Sound Energy	10,986.09	0
31913	04/16/2012	PUGETSOU	Puget Sound Bank	451.15	0
31914	04/16/2012	SAM	Sammamish Plateau Water Sewer	1,735.34	0
31915	04/16/2012	SEATIM	Seattle Times	66.95	0
31916	04/16/2012	SEQUOYAH	Sequoyah Electric, LLC	3,883.72	0
31917	04/16/2012	SERVICE	Service Paper Co	603.87	0
31918	04/16/2012	STAPLES	Staples Advantage	1,281.76	0
31919	04/16/2012	SUBPROPA	Suburban Propane	1,000.37	0
31920	04/16/2012	UNITRENT	United Rentals NW, Inc	1,375.31	0
31921	04/16/2012	VATA	Vata, LLC	5,323.00	0
31922	04/16/2012	WASTE	Waste Mgmt of Wa Snoking	896.19	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31923	04/16/2012	WRPA	Wa Recreation & Parks Assoc	594.00	0
				<u>594.00</u>	
				<u>203,297.21</u>	
				<u>203,297.21</u>	
Check Total:					



City Council Agenda Bill

Meeting Date: April 16, 2012

Date Submitted: April 12, 2012

Originating Department: Public Works

Clearances:

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

Subject: Transportation Comprehensive Plan Update

Action Required: Authorize the City Manager to execute a contract with David Evans & Associates for an amount not to exceed \$75,000 for professional engineering services to complete an update to the transportation comprehensive plan.

Exhibits: 1. Agreement for Services - David Evans and Associates, Inc.

Budget: \$75,000 out of adopted 2012 Street Fund

Summary Statement:

This work is being initiated to provide needed updates to the City's transportation comprehensive plan. These updates will focus on revisions to the current concurrency level of service (LOS) standards and the associated street impact fee rate.

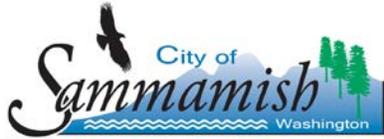
Background:

The need to update our concurrency LOS standards and street impact fees is precipitated by adoption of the Town Center Plan along with Council's desire to reevaluate whether or not we should keep or remove the East Lake Sammamish Parkway NE projects from the Transportation Improvement Program (i.e., list of required concurrency projects). The Town Center Plan identified roadway concurrency deficiencies that are not address in the current Transportation Improvement Program.

Staff last completed an update to the City's concurrency program in 2006. This work involved a complete and thorough revision to the impact fee methodology along with minor changes to the concurrency LOS standards. This work was initiated in 2005 to better balance transportation requirements (i.e. level of service) and land use needs (i.e. development); in order to help encourage desired development while balancing transportation project needs with available funding. The current impact fee methodology has worked well and provides ample flexibility to accommodate changes to the concurrency project list. This work does not anticipate any revisions to our current methodology.

Financial Impact:

The cost of this work is included in the adopted budget for this task and was an anticipated expense.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute a contract with David Evans & Associates for an amount not to exceed \$75,000 for professional engineering services to complete an update to the transportation comprehensive plan.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: David Evans and Associates Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$75,000

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

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 include contractual liability coverage as per ISO form CA 00 01.
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 additional insured endorsements, , evidencing the insurance requirements of the Consultant before commencement of the work.

Exhibit 1

8. **Record Keeping and Reporting.**

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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:

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:

Victor Salemann
David Evans and Associates, Inc.
415-118th Avenue SE
Bellevue, WA 98005
Phone number: 425-586-9761
e-mail: vls@deainc.com

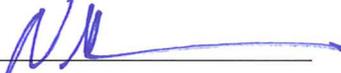
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Title: City Manager

Title: Sr Associate

Date: _____

Date: 4/12/12

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney



EXHIBIT A
SCOPE OF SERVICES
TRANSPORTATION ELEMENT UPDATE

Purpose

This project is intended to produce final revisions to the Transportation Element of the City's Comprehensive Plan. Specific areas of focus are the sections relating to transportation concurrency, level of service, roadway standards and improvement lists, and transportation impact fees. This work will also require revisions to City of Sammamish Municipal Code as it pertains to concurrency and road impact fees. Revisions are needed to:

- Address the necessary changes associated with policy changes necessary to support no further improvements to East Lake Sammamish Parkway NE
- Incorporate the proposed roadway improvements associated with the adopted Town Center Plan Preferred Alternative

Assumptions

- No changes to the current Impact Fee Methodology

Task 1 - Project Management

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The task budget assumes a small amount of activity each month, to provide for consultant's project administration; preparation of monthly invoices and progress reports; city-consultant coordination and meetings, and quality control/quality assurance.

To minimize costs and expedite work, information exchanges and mutual agreements between the parties and authorizations issued by the City will be executed as much as possible by electronic means. E-mail and facsimile transmittals shall be as valid as paper originals, when substantiated by printed copies.

Task 2 - Clarify Issues, Assumptions, and Schedule

Conduct initial meeting with City staff to review the study schedule, work plan, issues, and assumptions and to verify the scope of work, expected products, and key milestones for delivery of products

Task 3 - Develop Alternative Concurrency Concepts

CONSULTANT shall conduct a three-hour meeting with CITY staff to outline three (3) approaches to concurrency that differ from the existing methodology. CONSULTANT shall then develop additional program details of each concept to the level needed for discussion with the City Council. CONSULTANT shall describe associated impacts on the following related city policies and programs:

- Level of Service standard
- Impact Fees
- Transportation Improvement Program
- Road Design Standards.
- Comp Plan Capacity Thresholds

It is anticipated that for each concept, the CONSULTANT would at a minimum identify the assumed changes in level of service policy and/or concurrency methods, and the resulting changes to the Transportation System Plan (i.e., list of improvement projects including required concurrency projects), and the corresponding change in impact fees to maintain the GMA-required balance in the long range Fiscal Element of the Capital Facilities Plan. The concepts will utilize the newly updated 2012 Baseline Traffic Forecast completed under Task Order 5.11 of the Consultant's current Transportation Concurrency Management contract.

At a simplified planning level of detail, CONSULTANT shall identify how each concurrency approach would apply to typical developments in Sammamish. CITY Staff will suggest three prototypical developments representing residential, commercial, and other likely land developments in Sammamish, for CONSULTANT to use for systematic comparisons.

A preliminary draft technical memorandum will be provided to CITY staff for comments with sufficient time to allow for revisions prior to the Council Study Session of Task 4.

Product: Technical Memorandum documenting three alternative concurrency concepts.

Task 4 –Council Study Session and Planning Commission Meeting to Discuss and Review Preferred Concepts

CONSULTANT shall prepare for and conduct a study session with City Council and separately with the Planning Commission to present and discuss the three alternative concurrency concepts developed in Task 2. Presentation materials will be reviewed with CITY staff prior to the study session.

Product: Displays, handouts, or other presentation materials based on Task 2 results.

Task 5 - Revise Concurrency Concept(s)

CONSULTANT shall meet for approximately two hours with CITY staff to review the direction received at the Council study session and Planning Commission meeting in Task 4. CITY staff will direct the CONSULTANT on how to proceed with revision and refinements of one or possibly two preferred concepts. CONSULTANT shall then modify the analysis of Task 3 correspondingly. An updated technical memorandum will be provided in draft form for CITY staff comments and revisions prior to the Joint City Council/Planning Commission Study Session in Task 5.

Product: Technical Memorandum documenting preferred concept(s) with concept revisions and/or additional details in response to City Council & Planning Commission direction.

Task 6 - Joint Council/Planning Commission Study Session

CONSULTANT shall prepare for and conduct the second study session with City Council to present and discuss the refined analysis of preferred concurrency concepts developed in Task 5. Presentation materials will be reviewed with CITY staff prior to the study session.

Product: Displays, handouts, or other presentation materials based on Task 5 results.

Task 7 - Detailed analysis of Preferred Concept

CONSULTANT shall meet for approximately two hours with CITY staff to review the direction received at the Joint study session of Task 6. CITY staff will direct the CONSULTANT on how to proceed with revision and detailed refinements of one final preferred concept. CONSULTANT shall then modify and expand the analysis of Task 5 to the level needed to move forward with adoption of the preferred concept. The work in this task will complete the technical analysis of revisions to level of service policy, concurrency methodology, transportation improvement plans, and road design standards, for use in the official documents and processes in subsequent tasks.

Product: Draft and final Technical Memorandum documenting final preferred concept in sufficient technical detail to support the adoption of revised plans, policies, and ordinances.

Task 8 - Comprehensive Plan Revisions

CONSULTANT shall meet with CITY staff to discuss the nature and extent of revisions needed to update the existing Transportation Element of the Comprehensive Plan to implement the conclusions of preceding tasks. CONSULTANT shall then prepare corresponding draft revisions to the text, tables, and figures of the Comprehensive Plan. The subject matter is intended to support related ordinance revisions regarding impact fees, level of service, concurrency, and road design standards. CITY staff will provide a template document in the desired format. Up to three rounds of draft review and revision are envisioned, to provide for adequate CITY review and refinement. This product should be delivered by a date consistent with the annual comprehensive plan update cycle, subject to the availability of completed results from preceding tasks.

Exhibit 1

Product: Final Comprehensive Plan (Transportation Element) amendment document.

Task 9 - Concurrency and Street Impact Fee Ordinance Revisions

CONSULTANT shall meet with CITY staff to discuss the nature and extent of revisions needed to update the CITY's existing concurrency and street impact fee ordinances to implement the results of preceding tasks. CONSULTANT shall then prepare draft revisions to the text, tables, and figures of the ordinances. Up to three rounds of draft review and revision are envisioned, to provide for adequate CITY review and refinement.

Product: Final revisions to the CITY's existing concurrency and street impact fee ordinances.

Task 10 - Management Reserve

Additional services may be performed by the CONSULTANT at the request of the CITY, but only after written authorization has been given by the CITY defining the Scope of Services to be performed and schedule of Fee Compensation for said services.

Possible additional work items may include:

Providing technical and policy support to the CITY staff during the process of public review and adoption of the documents produced in previous tasks. Work items may include presentations to the City Council or other entities, as well as technical analysis and meetings with CITY staff, and other services. Also possible is the development of interim road impact fees for use until a new concurrency ordinance is implemented.

Budget Management:

The Maximum Fee Amount (\$75,000) not to be exceeded under this Agreement is the sum of the estimated budget for Tasks 1-10 (\$60,000) and a \$15,000 Management Reserve. The total amount under this Agreement shall be managed as follows, or as subsequently directed by the City.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: David Evans and Associates, Inc.

Mailing Address: 415- 118th Avenue SE
 Bellevue, WA 98005

Telephone: 425-519-6500

Email Address: vls@deainc.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: Transportation Comprehensive Plan Update

 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> 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 16, 2012

Date Submitted: April 10, 2012

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" 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: Contract for On-Call Tree Services

Action Required: Authorize the City Manager to sign a Contract with Swift tree Care.

Exhibits: Contract

Budget: \$45,000 is available in the adopted 2012 Streets, Parks, and Surface Water Professional service budgets.

Summary Statement:

The Public Works Department desires to enter into a contract for on-call contract services with Swift Tree Care for tree removal and maintenance. The contract amount is for \$45,000 and is valid until December 31, 2014. The contract scope includes tree removal, chipping, and stump grinding for any city project or purpose. This on-call contract is available for use by all City Departments.

Background:

Various times throughout the year, the City needs to remove or trim trees in the public right of way or at a city owned facility because of hazardous situations or as a result of weather events. These services are currently provided through an On-Call contract with Acorn Tree Service. Our current tree service contract is scheduled to expire in April 2012. City staff completed a new competitive bid process and received bids from three (3) companies. Swift Tree Care was selected as the lowest responsible bidder. The contract maximum not to exceed amount is \$45,000 with a contract termination date of December 31, 2014.

Financial Impact:

\$45,000 is available in the various adopted 2012 Streets, Parks, and Surface Water Professional service budgets. The contract amount will only be utilized on an as needed basis and spans multiple years.

Recommended Motion:

Authorize the City Manager to sign the On Call tree Services Contract with Swift Tree Care in the amount not to exceed \$45,000.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: Swift Tree Care and the City of Sammamish
Project: On Call Tree Removal
Commencing: April 17, 2012
Terminating: December 31, 2014
Amount: Not to Exceed \$45,000.00

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Swift Tree Care (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for tree removal at city facilities, ROW, Parks, Open Space; and

WHEREAS, pursuant to the invitation of the City, extended through Competitive bid, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

Exhibit 1

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$45,000.

The Contractor shall complete and return to the City Exhibit "C", Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within ten (10) days after City Council approval.

4. Warranties/Guaranty.

4.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

4.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages.

7.1 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

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

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

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

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

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

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

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial

Exhibit 1

Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

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

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

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

15. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

16. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

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

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

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

TO CITY:

City of Sammamish
Contact Name: Kyle Endelman
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 369-8913

TO CONTRACTOR:

Contractor: Swift Tree Care
Contact Name: Amy Swift
Address: PO Box 434
Duvall, WA 98019
Phone: (425) 657-0690

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

Exhibit 1

By: _____

By: _____

Title: Public Works Director

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Exhibit 1

Contact Name: Kyle Endelman

Contact Name: Amy Swift

801 228th Avenue SE

Address: PO Box 434

Sammamish, WA 98075

Duvall, WA 98019

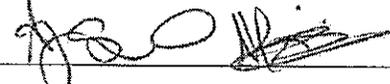
Phone: (425) 369-8913

Phone: (425) 657-0690

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By:  _____

Title: Public Works Director

Title: Owners (Amy + Buck Swift)

Date: _____

Date: 4/12/2012

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Exhibit "A"
Scope of Services

On-call tree services including, tree removal, chipping and disposal of all limbs and branches, stump grinding, hauling wood, and tree pruning. The Standard rate will be for \$200.00 per hour plus tax for all tree work.

EXHIBIT "B"
City of Sammamish
Billing Invoice

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: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Pay: \$
Account Number:
Date:
Approval:

Approved for Payment by: _____

Date: _____

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

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, 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
or

Other
(explain)

TIN No.: 900502935

Social Security No.: 609 40 3038

Print Name: Amy Swift, Buck Swift

Title: Owners

Business Name: Swift Tree Care

Business Address: 30719 NE 130th PL, Duwall 98019 (PO Box 434)

Business Phone: (425) 657-0690

Date

Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: April 16, 2012

Date Submitted: April 11, 2012

Originating Department: Public Works

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Parking Regulations

Action Required: Open Public Hearing and take public comment on the 1st reading of the ordinance

Exhibits: 1. Draft Ordinance

Budget: NA

Summary Statement:

This ordinance would create a new chapter under Title 46 titled "Stopping, Standing and Parking". This would both adopt new parking regulations as well as move the various parking regulations that currently exist in various locations within the Sammamish Municipal Code.

Background:

The police and public works departments meet on a regular basis to discuss ways to coordinate engineering and enforcement efforts to better address residents' concerns related to various traffic issues. For various reasons, residents contact both police and public works with concerns about parking in the right of way. This triggered a thorough review of the existing parking regulations within the City of Sammamish.

The state of Washington has established parking regulations and they are located in the Revised Code of Washington (RCW) Chapter 46.61. In addition, the City of Sammamish has the following regulations within the Sammamish Municipal Code (SMC) that address parking issues:

- **SMC Chapter 17.05**, Miscellaneous Crimes, currently restricts parking in a designated fire lane with a fine of \$250.00.
- **SMC Chapter 22.10.020**, Parking next to mail boxes, currently restricts parking next to a mailbox between the hours of 10:00 a.m. and 3:00 p.m. on days when mail is scheduled for delivery.
- **SMC Chapter 46.05**, Adopts the States Model Traffic Ordinance found in Washington Administrative Code Chapter 308-330. The Model Traffic Ordinance adopts the RCW Chapter 46.61 for parking regulations and adds language assigning all the RCW provisions of chapter 46.61 to local agencies, where otherwise excepted out.



City Council Agenda Bill

Based on staff review of existing regulations, review of neighboring jurisdictions' parking regulations and direction received from the City Council at the March 13, 2012 study session staff drafted the attached ordinance for City Council's consideration. The following summarizes what is included in the draft ordinance:

- Amendment of Title 46 of the Sammamish Municipal Code (SMC) by adding chapter 46.30 entitled Stopping, Standing and Parking. The draft chapter proposes to:
 - Restrict parking of an unlicensed vehicle within public right of way;
 - Limit on street parking to seventy-two (72) hours;
 - Prohibit parking on a marked bicycle lane;
 - Move regulations related to parking adjacent to a mail box from SMC Chapter 22.10;
 - Modify the restricted hours of parking adjacent to an individual mailbox from 10 am – 3 pm to 10 am – 5 pm;
 - Prohibit parking adjacent to collective mailboxes; and
 - Move regulations related to parking in fire lanes from chapter 17.05 to 46.30.

- We are also recommending the entire existing chapter 22.10 entitled Crimes and Infractions – Other to a new chapter under title 46.

Financial Impact:

There is no financial impact.

Recommended Motion:

Open the public hearing for the first reading of the proposed ordinance.

CITY OF SAMMAMISH WASHINGTON

ORDINANCE NO. O _____

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, REPEALING CHAPTERS 17.05 AND 22.10
OF THE SAMMAMISH MUNICIPAL CODE AND
PLACING THOSE REGULATIONS IN TITLE 46 OF THE
MUNICIPAL CODE FOR THE PURPOSE OF
CONSOLIDATING ALL PARKING REGULATIONS INTO
A SINGLE TITLE OF THE MUNICIPAL CODE**

WHEREAS, the City Council has adopted various parking regulations and such regulations are located in more than one chapter of the City's Municipal Code; and

WHEREAS, the City Council desires to adopt additional parking regulations; and

WHEREAS, Title 46 of the Municipal Code is the principal Title governing the subjects of vehicles and traffic; and

WHEREAS, it would promote efficient administration of parking regulations to place all such regulations in Title 46 of the Municipal Code;

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

Section 1. Amend Title 46 SMC to add new chapter 46.30: A new chapter, designated Chapter 46.30, and entitled Stopping, Standing and Parking, is added as follows:

STOPPING, STANDING AND PARKING

46.30.010 Short title.

This chapter may be known and cited as the parking ordinance.

46.30.020 Definitions.

A. The definition of words and phrases contained in RCW 46.04, for the purpose of this chapter, have the same meanings ascribed to the words and phrases therein.

B. The following words and phrases, when used in this chapter, shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, unless where used the context thereof clearly indicates to the contrary:

1. "Bicycle lane" means the portion of the travel way for the movement of bicycles either designated by pavement markings or signage.

Exhibit 1

2. "Street" means and includes streets, avenues, ways, boulevards, drives, highways and all places, except alleys, open to the public for the use of vehicles.
3. "Collective mailbox" means five (5) or more individual mailboxes grouped together in one single location for mail delivery.

46.30.030 Purpose.

The provisions of this chapter prohibiting the standing or parking of vehicles shall apply at all times or at those times specified in this chapter or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer, traffic control flagger, or official traffic-control device.

46.30.040 Regulations not exclusive.

The provisions of this chapter imposing parking restrictions shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

46.30.050 Parking an unlicensed vehicle.

A. It is a violation of this section to stop, stand or park a vehicle on a street, highway or public property within the city limits of the city unless such vehicle possesses a proper and current vehicle license plate or plates, and such plate or plates are properly mounted thereon in accordance with the State of Washington Department of Licensing rules and regulations.

B. It is a violation of this section to stop, stand or park a vehicle on a street, highway or public property within the city limits of the city without current, properly displayed month and year license tabs.

46.30.060 Seventy-two-hour parking limit.

No owner, driver or other person having charge of any vehicle shall permit such vehicle to stand or to be parked in any street in the city for more than 72 hours consecutively.

46.30.070 Prohibited parking places.

It is unlawful for the operator of a vehicle to stop, stand, park or angle park such vehicle in or on a marked bicycle lane except when necessary to avoid conflict with other traffic or to comply with other provisions of this code or with the direction of a police officer, traffic control flagger, traffic-control sign, traffic control signal, or other official traffic control device.

46.30.080 Parking next to mail boxes.

No person shall park directly adjacent to a curbside, next to any clearly visible residential mail box between 10:00 a.m. and 5:00 p.m. on any day of scheduled mail delivery by the United States Postal Service.

Exhibit 1

No owner, driver or other person having charge of any vehicle shall permit such vehicle to be parking adjacent to a curbside next to any clearly visible collective mailbox.

Unless otherwise set out in applicable law or court rule, any person who violates the provisions of this section shall be guilty of an infraction.

46.30.090 Miscellaneous crimes.

The following provisions of the King County Code as presently constituted or hereafter amended are adopted by reference:

KCC

17.04.070(J) Violation – Civil infraction.

17.04.070(K) Violation – Civil penalty.

17.04.070(L) Impoundment.

Except that KCC 17.04.070(J) is amended to read as follows:

J. Violation – Civil infraction. Any person who fails to mark or maintain the marking of a designated fire lane as prescribed in this chapter, or who parks a vehicle in, allows the parking of a vehicle in, obstructs, or allows the obstruction of a designated fire lane commits a civil infraction to which the provisions of RCW 7.80 shall apply. The penalty for failing to mark or maintain the marking of a designated fire lane shall be one hundred and fifty dollars per day. The penalty for parking a vehicle in, allowing the parking of a vehicle in, obstructing, or allowing the obstruction of a designated fire lane shall be two hundred and fifty dollars.

Section 2. Amend Title 46 SMC to add new chapter 46.40: A new chapter, designated Chapter 46.40, and entitled Traffic Offenses, is added as follows:

TRAFFIC OFFENSES

46.40.010 Avoidance of intersection.

It is unlawful for any person operating a motor vehicle on City streets or highways to make a left- or right-hand turn upon approaching or leaving an intersection and to proceed across any private property for the purpose of avoiding the intersection, or any traffic control device controlling the intersection, unless so directed by lawful authority. Unless otherwise set out in applicable law or court rule, any person who violates the provisions of this section shall be guilty of an infraction.

46.40.020 Inattentive driving.

Exhibit 1

It is unlawful for any person to operate a motor vehicle within the City in an inattentive manner. For the purposes of this section, "inattentive manner" means the operation of a motor vehicle in a manner that evidences a lack of degree of attentiveness required to safely operate the vehicle under the prevailing conditions, including but not limited to the nature and condition of the roadway, presence of other traffic, presence of pedestrians, and weather conditions. The offense of operating a motor vehicle in an inattentive manner shall be considered to be a lesser offense than, but included in, the offense of operating a motor vehicle in a negligent manner. Unless otherwise set out in applicable law or court rule, any person who violates the provisions of this section shall be guilty of an infraction. The penalty for any violation of this section shall be a fine as set forth under the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) Rule 6.2.

Section 2. Repeal Chapter 17.05: Chapter 17.05 SMC is hereby repealed. [Note: the provisions of former Chapter 17.05 are now set forth in SMC 46.30.090.]

Section 3. Repeal Chapter 22.10: Chapter 22.10 SMC is hereby repealed. [Note: the provisions of former Chapter 22.10 are now set forth in SMC 46.40.]

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

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

CITY OF SAMMAMISH

Mayor Tom Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

