



City Council, Regular Meeting

AGENDA

December 4, 2012

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Farmer's Market

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 November 15, 2012 for pay date November 20, 2012 in the amount of \$257,265.63
1. Approval: Claims for period ending December 4, 2012 in the amount of \$1,273,188.44 for Check No. 33554 through No. 33624.
 2. Resolution: Establishing Medical Insurance Premium Contribution Rates
 3. Resolution: Approving the Final Plat of Trossachs Division 15
 4. Resolution: Approving the Final Plat of Stirling Manor
 5. Contract: 2013 Parks and Facilities Custodial Services/Advantage Building Systems
 6. Contract: 2013 Plumbing Services/Eastside Plumbing
 7. Contract: 2013 Electrical Services/Sequoyah Electric
 8. Contract: 2013 Sports Field Maintenance Services/Brickman Group, LLC
 9. Contract: 2013 Geotech Services/Kleinfelder West, Inc.
 10. Contract: 2013 Landscaping Services/Plantscape
 11. Contract: 2013 Graphic Design Services Parks & Recreation Guide/UpRoar
 12. Contract: 2013 Fencing Services/All Around Fencing

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.

13. Contract: 2013 Street Sweeping Services/Best Parking Lot
14. Contract: 2013 Storm Sewer System Cleaning/Everson's Econo Vac
15. Contract: Development Review Services/Prothman
16. Contract: 244th Avenue SE Non-Motorized Project Design/David Evans & Associates
17. Contract: Hearing Examiner Services/Galt
18. Contract: 2013 Recycling Events/Olympic Environmental
19. Contract: Prosecution Services/Moberly
20. Contract: Legal Services/Kenyon Disend
21. Contract: Public Defense Screening/Stoecklin
22. Contract: Domestic Violence Advocate/Leyton

Public Hearings

23. Ordinance: First Reading Amending Chapter 21A.50 (Environmentally Critical Areas), Of The Sammamish Municipal Code To Extend The Sunset Date
24. Ordinance: First Reading Interim Ordinance Extending A Moratorium On The Establishment Of Collective Gardens; Defining "Collective Gardens;" And Establishing An Effective Date.

Unfinished Business - None

New Business

25. Ordinance: First Reading Amending Title 14A Of The Sammamish Municipal Code To Extend The Provisions Allowing Impact Fees To Be Paid Upon Closing To Applications Received On Or Prior To December 31, 2014
26. Resolution: Accepting The Election Results From The Advisory Vote On The November 6, 2012, General Election Ballot For A Community And Aquatic Center In The City Of Sammamish
27. Comprehensive Plan Annual Docket Report
28. Discussion: Initiatives and Referendums

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

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

AGENDA CALENDAR

| December 2012 | | | |
|---|---------|------------------------|---|
| Tues. 12/11 | 6:30 pm | Special Meeting | Ordinance: Second Reading CAO Sunset Clause extension Ordinance: Second Reading Collective Garden Moratorium Extension Ordinance: Second Reading Impact Fee Deferral Extension Resolution: 2013 Comprehensive Plan Docket Requests Contract: 2013 Public Defender Services/SBM & H(consent) Discussion: Recommended Names for SE 8 th Street Park |
| Tues. 12/17 | 6:30 pm | Regular Meeting | Cancelled |
| January 2013 | | | |
| Tues. 1/1 | 6:30 pm | New Years Day | City Offices Closed |
| Tues. 1/8 | 6:30 pm | Special Meeting | Ordinance: First Reading Impact Fee Increases Transportation Level of Service |
| Tues. 1/15 | 6:30 pm | Special Study Session | Commission Interviews |
| Tues 1/22 | 6:30 pm | Special Meeting | Commission Appointments Ordinance: Second Reading Impact Fee Increases |
| 1/31 – 2/2 | | Council Retreat | |
| February 2013 | | | |
| Tues. 2/5 | 6:30 pm | Regular Meeting | (Possible cancellation) |
| Tues. 2/12 | 6:30 pm | Study Session | PC Hand Off: ECA Regulations |
| Mon. 2/18 | 6:30 pm | Regular Meeting | |
| March 2013 | | | |
| Tues. 3/5 | 6:30 pm | Regular Meeting | |
| Tues. 3/12 | 6:30 pm | Study Session | |
| Mon. 3/18 | 6:30 pm | Regular Meeting | |
| April 2013 | | | |
| Tues. 4/2 | 6:30 pm | Regular Meeting | |
| Tues. 4/9 | 6:30 pm | Study Session | |
| Mon. 4/15 | 6:30 pm | Regular Meeting | |
| May 2013 | | | |
| Tues. 5/7 | 6:30 pm | Regular Meeting | |
| Tues. 5/14 | 6:30 pm | Study Session | |
| Mon. 5/20 | 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 | | | Cable TV Franchise |

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

<< November

December 2012

January >>

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|--|--|--|--------|----------|
| | | | | | | 1 |
| 2 | 3 | 4 6:30 p.m. City Council Meeting | 5 5:30 p.m. City Council Office Hour Canceled 6:30 p.m. Parks and Recreation Commission Meeting Canceled | 6 6:30 p.m. Planning Commission Meeting | 7 | 8 |
| 9 | 10 6 p.m. Annual Boards & Commissions Dinner | 11 6:30 p.m. City Council Special Meeting | 12 6 p.m. Sammamish Youth Board Meeting | 13 6:30 p.m. Planning Commission Meeting | 14 | 15 |
| 16 | 17 6:30 p.m. City Council Meeting Canceled 6:30 p.m. Arts Commission Meeting | 18 | 19 10:30 a.m. City of Sammamish Blood Drive | 20 | 21 | 22 |
| 23 | 24 | 25 12 a.m. Christmas Holiday City offices closed | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

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

<< December

January 2013

February >>

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---|--|--|---|--------|--|
| | | 1 8 a.m. Holiday City offices closed | 2 6:30 p.m. Parks and Recreation Commission Meeting | 3 | 4 | 5 |
| 6 | 7 | 8 6:30 p.m. City Council Special Meeting | 9 | 10 | 11 | 12 |
| 13 | 14 6:30 p.m. Arts Commission Meeting | 15 6:30 p.m. City Council Special Study Session | 16 6 p.m. Sammamish Youth Board Meeting | 17 6:30 p.m. Planning Commission Meeting | 18 | 19 |
| 20 | 21 8 a.m. Martin Luther King Day City offices closed | 22 6:30 p.m. City Council Special Meeting | 23 | 24 | 25 | 26 10 a.m. "Build it Sammamish" - a LEGO Building Event |
| 27 | 28 | 29 | 30 | 31 12 p.m. City Council Retreat | | |
| | | | | | | |



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: November 29, 2012
RE: Claims for December 4, 2012

\$ 43,650.66
 1,564.57
 19,430.93
 1,208,542.28

Top 5 Expense Items in Packet

| | | |
|------------------------|--------------|--|
| Eastside Fire & Rescue | \$458,113.17 | December 2012 |
| King County Sheriff | \$360,503.58 | October 2012 |
| King County Finance | \$150,865.65 | Street Contract Billing Aug/Sept + Transit Program |
| Lakeshore Marine | \$47,651.16 | Sam Landing Docks |
| Award Construction | \$31,883.66 | NE 8th Roundabout |

TOTAL: \$ 1,273,188.44

Check # 33554 through # 33624

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 11/19/2012 - 11:29 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|---------------------------|-----------|---------|
| 33554 | 11/20/2012 | ANI | ANI Administrators NW Inc | 1,566.73 | 0 |
| 33555 | 11/20/2012 | CHAP13 | Chapter 13 Trustee | 1,100.00 | 0 |
| 33556 | 11/20/2012 | ICMA401 | ICMA 401 | 33,897.32 | 0 |
| 33557 | 11/20/2012 | ICMA457 | ICMA457 | 7,086.61 | 0 |
| Check Total: | | | | 43,650.66 | |

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 11/27/2012 - 9:41 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|-------|------------|-----------|----------------------------|--------------|---------|
| 33558 | 11/27/2012 | CHICAGO | Chicago Title Insurance Co | 1,564.57 | 0 |
| | | | | Check Total: | |
| | | | | 1,564.57 | |

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 11/28/2012 - 1:09 PM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|--------------------------------|------------------|---------|
| 33559 | 11/28/2012 | US BANK | U. S. Bank Corp Payment System | 19,430.93 | 0 |
| | | | | <u>19,430.93</u> | |
| Check Total: | | | | <u>19,430.93</u> | |

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 11/29/2012 - 3:45 PM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|-------|------------|-----------|-------------------------------------|------------|---------|
| 33560 | 12/04/2012 | ABC | ABC Special Event Rentals | 1,165.08 | 0 |
| 33561 | 12/04/2012 | ADVANTAG | Advantage Building Services | 9,626.78 | 0 |
| 33562 | 12/04/2012 | ALEXMOOR | Todd E. Alexander | 14,235.00 | 0 |
| 33563 | 12/04/2012 | ALLAROUN | All Around Fence Co | 3,855.40 | 0 |
| 33564 | 12/04/2012 | ANI | ANI Administrators NW Inc | 342.00 | 0 |
| 33565 | 12/04/2012 | ASSISTAN | Assistance League Of the Eastside | 3,300.00 | 0 |
| 33566 | 12/04/2012 | AT&TMOBI | AT&T Mobility | 184.21 | 0 |
| 33567 | 12/04/2012 | AWARD | Award Construction, Inc | 31,883.66 | 0 |
| 33568 | 12/04/2012 | BACKGROU | Background Source Intl | 24.00 | 0 |
| 33569 | 12/04/2012 | BELLCITY | City Of Bellevue | 20,000.00 | 0 |
| 33570 | 12/04/2012 | BRAUNS | Jeff Brauns | 37.39 | 0 |
| 33571 | 12/04/2012 | BRAVO | Bravo Environmental | 23,789.63 | 0 |
| 33572 | 12/04/2012 | BRICKMAN | Brickman Group Ltd LLC | 14,500.00 | 0 |
| 33573 | 12/04/2012 | CADMAN | Cadman, Inc. | 67.97 | 0 |
| 33574 | 12/04/2012 | CENTURY | Century Link | 235.34 | 0 |
| 33575 | 12/04/2012 | COMCAST2 | COMCAST | 106.95 | 0 |
| 33576 | 12/04/2012 | COMPOFF | The Complete Office | 582.96 | 0 |
| 33577 | 12/04/2012 | CRW | CRW Systems | 5,900.00 | 0 |
| 33578 | 12/04/2012 | DAILY | Daily Journal of Commerce | 281.20 | 0 |
| 33579 | 12/04/2012 | DEERE | John Deere Landscapes | 195.06 | 0 |
| 33580 | 12/04/2012 | DELL | Dell Marketing L.P. | 591.27 | 0 |
| 33581 | 12/04/2012 | deSimas | Carl deSimas | 369.99 | 0 |
| 33582 | 12/04/2012 | EASTFIRE | Eastside Fire & Rescue | 458,113.17 | 0 |
| 33583 | 12/04/2012 | EVERGR | Evergreen Print Solutions | 491.61 | 0 |
| 33584 | 12/04/2012 | GRAINGER | Grainger | 342.91 | 0 |
| 33585 | 12/04/2012 | INTEGRA | Integra Telecom | 515.41 | 0 |
| 33586 | 12/04/2012 | IPS | Integrated Print Solutions, Inc | 3,285.00 | 0 |
| 33587 | 12/04/2012 | IRONMT | Iron Mountain | 690.37 | 0 |
| 33588 | 12/04/2012 | ISSAQ1 | Issaquah Press, Inc. | 561.14 | 0 |
| 33589 | 12/04/2012 | JACKS | Shull Gary | 20,122.89 | 0 |
| 33590 | 12/04/2012 | KCRADIO | King Cty Radio Comm Svcs | 387.49 | 0 |
| 33591 | 12/04/2012 | KINGFI | King County Finance A/R | 150,865.65 | 0 |
| 33592 | 12/04/2012 | KINGSH | King County Sheriff's Office | 360,503.58 | 0 |
| 33593 | 12/04/2012 | KOEHNEN | Amy Koehnen | 33.30 | 0 |
| 33594 | 12/04/2012 | LAKESHOR | Lakeshore Marine Construction Inc | 47,651.16 | 0 |
| 33595 | 12/04/2012 | LAKESIDE | Lakeside Industries | 57.00 | 0 |
| 33596 | 12/04/2012 | LOZIER | Lozier Group | 1,784.00 | 0 |
| 33597 | 12/04/2012 | LWSFOUND | Lake Wa Schools Foundation | 4,950.00 | 0 |
| 33598 | 12/04/2012 | MACDONAL | MacDonald-Miller Facility Solutions | 633.71 | 0 |
| 33599 | 12/04/2012 | MICRO | Microflex, Inc. | 38.51 | 0 |
| 33600 | 12/04/2012 | MINUTE | Mike Immel | 751.22 | 0 |
| 33601 | 12/04/2012 | NABARR | National Barricade Co., LLC | 1,138.80 | 0 |
| 33602 | 12/04/2012 | NWCASC | Northwest Cascade, Inc. | 301.67 | 0 |
| 33603 | 12/04/2012 | NWWeath | NW Weathernet | 310.00 | 0 |
| 33604 | 12/04/2012 | PACPLANT | Pacific Plants | 431.43 | 0 |
| 33605 | 12/04/2012 | PLATT | Platt Electric | 89.17 | 0 |
| 33606 | 12/04/2012 | PROTH | Prothman Company | 1,442.00 | 0 |
| 33607 | 12/04/2012 | PSE | Puget Sound Energy | 466.29 | 0 |
| 33608 | 12/04/2012 | QBS | Quality Business Systems | 274.67 | 0 |
| 33609 | 12/04/2012 | RED-E | Red-E Topsoil | 1,200.00 | 0 |

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|--------------------------------|--------------|---------|
| 33610 | 12/04/2012 | RH2 | RH2 Engineering Inc | 455.01 | 0 |
| 33611 | 12/04/2012 | SAM | Sammamish Plateau Water Sewer | 3,866.33 | 0 |
| 33612 | 12/04/2012 | SAMSYMPH | Sammamish Symphony Orchestra | 1,800.00 | 0 |
| 33613 | 12/04/2012 | SHERWIN | Sherwin-Williams | 137.51 | 0 |
| 33614 | 12/04/2012 | SUBPROPA | Suburban Propane | 6.59 | 0 |
| 33615 | 12/04/2012 | SUBURB | Suburban Cities Association | 135.00 | 0 |
| 33616 | 12/04/2012 | SWIFTTRE | Swift Tree Care | 5,256.00 | 0 |
| 33617 | 12/04/2012 | ULINE | ULINE | 48.10 | 0 |
| 33618 | 12/04/2012 | UNITRENT | United Rentals NA, Inc | 1,389.79 | 0 |
| 33619 | 12/04/2012 | VARITECH | Varitech Industries Inc | 2,942.25 | 0 |
| 33620 | 12/04/2012 | WAECOL | Wa State Dept of Ecology | 170.00 | 0 |
| 33621 | 12/04/2012 | WATERSH | The Watershed Company | 2,632.50 | 0 |
| 33622 | 12/04/2012 | WATSONSE | Watson Security | 561.47 | 0 |
| 33623 | 12/04/2012 | WAWORK | Washington Workwear Stores Inc | 197.09 | 0 |
| 33624 | 12/04/2012 | ZEE | Zec Medical Service | 238.60 | 0 |
| | | | | 1,208,542.28 | |
| Check Total: | | | | | |



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 19, 2012

Originating Department: Admin Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Resolution Establishing Medical Insurance Premium Contribution Rates

Action Required: Adopt Resolution Establishing Medical Insurance Premium Contribution Rates

Exhibits:

1. Draft Resolution Establishing Medical Insurance Premium Contribution Rates for 2013
2. R2011-472 Establishing Employee Medical Insurance Premium contributions for 2012

Budget: Estimated Value of 2% Savings in 2013 Insurance Premiums – \$23,800

Summary Statement:

This is a Resolution establishing City employee medical insurance premium contributions for 2013. This replaces Resolution 2011 – 472 which established employee medical insurance premium contributions for 2012, attached. This is a housekeeping item to codify the City Council’s direction and is consistent with the 2013 adopted Budget.

Background:

City employee medical insurance premium contributions are established by the City Council. The City Employee Handbook states in part:

“7.3 HEALTH INSURANCE BENEFITS

Regular full-time and regular part-time employees and their dependents may be eligible to participate in the City's various insurance programs on the first day of the month following employment. The criteria for eligibility as established in the Benefits Contract will be explained upon hire by the Administrative Services Department. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.”

Depending on the date they were hired, employees have historically paid a different share of medical insurance premiums for their spouse, domestic partner, and families. The 2013 Budget assumes all



City Council Agenda Bill

employees will contribute the same percentage towards the cost of medical insurance premiums for their spouse, domestic partner, and families.

Employees Hired Before December 31, 2005

For Employees whose first day of employment was on or before December 31, 2005, the employee’s medical insurance premium contribution for their spouse, domestic partner, and families will increase from 3% to 8%.

| | | |
|--|-------------|-------------|
| | <u>2012</u> | <u>2013</u> |
| Employee Share of Premium (Before Bonus) | 5% | 10% |
| less: Wellness Bonus | <u>(2%)</u> | <u>(2%)</u> |
| Employee Share of Premium | 3% | 8% |

Employees Hired After January 1, 2006

For Employees whose first day of employment was on or after January 1, 2006, the employee’s medical insurance premium contribution for their spouse, domestic partner, and families will remain at 8%.

| | | |
|--|-------------|-------------|
| | <u>2012</u> | <u>2013</u> |
| Employee Share of Premium (Before Bonus) | 10% | 10% |
| less: Wellness Bonus | <u>(2%)</u> | <u>(2%)</u> |
| Employee Share of Premium | 8% | 8% |

This is consistent with the City Council’s direction to credit City Employees with the 2% reduction in medical insurance premiums Employees earned through the Association of Washington Cities Well City Program.

Financial Impact:

Estimated Value of 2% Savings in 2013 Insurance Premiums – \$23,800

Recommended Motion: Move to approve the resolution establishing medical insurance premium contribution rates for 2013.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. 2012 –**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING MEDICAL INSURANCE
PREMIUM CONTRIBUTION RATES**

WHEREAS, for employees whose first day of employment was on or before December 31, 2005, the City currently pays the full medical insurance premium for the employee and 97% of the medical insurance premium for their spouse, domestic partners, and families; and

WHEREAS, for employees whose first day of employment was on or after January 1, 2006, the City currently pays the full medical insurance premium for the employee and 92% of the medical insurance premium for their spouse, domestic partners, and families; and

WHEREAS, through employee participation in the Association of Washington Cities WellCity Awards Program the City of Sammamish has earned a 2% reduction in medical insurance premiums; and

WHEREAS, the Sammamish Employee Handbook states in part:

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and regular part-time employees and their dependents may be eligible to participate in the City's various insurance programs on the first day of the month following employment. The criteria for eligibility as established in the Benefits Contract will be explained upon hire by the Administrative Services Department. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

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

In 2013 the City will pay the full medical insurance premium for the employee and 92% of the medical insurance premium for their spouse, domestic partners, and families.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF DECEMBER 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, Acting City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

November 29, 2012

DRAFT

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2011-472**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING
EMPLOYEE MEDICAL INSURANCE PREMIUM CONTRIBUTION RATES**

WHEREAS, for employees of the City of Sammamish whose first day of employment was on or before December 31, 2005, the City currently pays the full medical insurance premiums for the employee, their spouse, domestic partner, and family; and

WHEREAS, for employees of the City of Sammamish whose first day of employment was on or after January 1, 2006, the City currently pays the full medical insurance premium for the employee and 90% of the premium for their spouse, domestic partner, and family; and

WHEREAS, through employee participation in the Association of Washington Cities WellCity Awards Program the City of Sammamish has earned a 2% reduction in medical insurance premiums; and

WHEREAS, the Sammamish Employee Handbook states in part:

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and regular part-time employees and their dependents may be eligible to participate in the City's various insurance programs on the first day of the month following employment. The criteria for eligibility as established in the Benefits Contract will be explained upon hire by the Administrative Services Department. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

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

Section 1. Medical Insurance Premiums for Employees whose first day of employment was on or before December 31, 2005. For Employees whose first day of employment was on or before December 31, 2005, the City will pay the full medical insurance premium for the employee and 97% of the medical insurance premium for their spouse, domestic partners, and families.

Section 2. Medical Insurance Premiums for Employees whose first day of employment was on or after January 1, 2006. For Employees whose first day of employment was on or after January 1, 2006 the City will pay the full medical insurance premium for the employee and 92% of the medical insurance premium for their spouse, domestic partners, and families.

**ADOPTED BY THE CITY COUNCIL AT THEIR MEETING THEREOF ON THE 6th
DAY OF DECEMBER, 2011.**

CITY OF SAMMAMISH



Mayor Donald J. Gerend

ATTEST/AUTHENTICATED



Melonie Anderson, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk: November 29, 2011
Passed by the Council: December 6, 2011
Resolution No: R2011- 472



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 28, 2012

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Trossachs Division 15 Subdivision of 76 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision
3. Matrix showing plat conditions and responses
4. Map of Final Plat

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Trossachs development is seeking to record the last phase of Trossachs, now known as Trossachs Division 15.

Background:

Description:

The proposed final plat of Trossachs Division 15 is the last phase of the subdivision originally processed at preliminary plat as Trossachs Division 13 subdivision, which authorized the eventual creation of 160 lots. The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on May 24, 2007. The Hearing Examiner approved the phased development of this subdivision; the first phase was recorded as Trossachs Division 13 and created 28 lots. The second phase, Trossachs Division 14, created 56 lots, and this final phase, Trossachs Division 15 will create the remaining 76 lots.

The subdivision application is vested to the City of Sammamish Municipal Code in effect on August 12, 2005 per a settlement agreement. The City of Sammamish Hearing Examiner approved the preliminary plat on May 24, 2007 subject to conditions of approval. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat construction and clear and grade permit BLD2007-000460. The improvements have been substantially completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below).



City Council Agenda Bill

The area of the site currently being subdivided is zoned Residential, 4 units per acre (R-4). The subject site is constrained by on-site wetland areas, which will be located in a separate critical areas tract. Access to the first phase of development on the site is via Trossachs Boulevard SE.

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$886,749.30.

Landscaping Bond:

The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of \$150,465.88.

Critical Areas Bonding:

Not applicable. There are no proposed impacts to critical areas requiring bonding in this phase of Trossachs Division 15.

Transportation Mitigation Fees:

The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of \$950,000. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale as allowed by city code on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$135,584 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded and will be met in a timely manner.

Financial Impact: N/A

Recommended Motions: Approve the 76-lot Trossachs Division 15 subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2012-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF TROSSACHS DIVISION 15**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Trossachs Division 15 Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the third and final phase (76-lot) plat of the Trossachs Division 15 subdivision, formerly known as Trossachs Division 13;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of May 27, 2007 for the preliminary plat of Trossachs Division 13.

Section 2. Grant of Approval. The City Council hereby grants final approval to the final phase (76-lots) of the Trossachs Division 15 plat, which was formerly known as Trossachs Division 13.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF DECEMBER 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: November 29, 2012
Passed by the City Council:
Resolution No.:

DRAFT

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

| | |
|---|-------------------------------|
| Application of The Trossachs Group for) | File No. PLN2006-00014 |
| Approval of the Preliminary Plat of) | FINDINGS OF FACT |
| Trossachs 13; SEPA Appeals of Eric) | CONCLUSIONS OF LAW |
| Alcorn et al and Kenneth Sprick et al) | AND DECISIONS |

DECISIONS

The appeal of Eric Alcorn et al is granted. Lot 50 will be developed as an open space area as has been done in similar situations in Trossachs 12.

The appeal of Kenneth Sprick et al is denied.

The preliminary plat of Trossachs 13 is approved, subject to conditions as set forth in Attachment B.

INTRODUCTION

The application of The Trossachs Group (Applicant) for approval of the preliminary plat of Trossachs 13, together with the SEPA appeals of the above captioned individuals, came on for hearing before Gordon F. Crandall, Hearing Examiner on April 19, 2007 at 7:00 pm. The hearing was held at Beaver Lake Lodge. Evan Maxim, Senior Planner, presented the Staff Recommendation to the Hearing Examiner. Bill Dunlap and Duana Koloušková, attorney, represented Applicant. The SEPA Appellant's appeared pro se.

Testifying under oath were:

Exhibit 2

| | |
|------------------|-----------------|
| Evan Maxim | Senior Planner |
| Steve Hartwig | City Engineer |
| Bill Dunlap | Trossachs 13 |
| Michael Thompson | SEPA Appellant |
| Eric Alcorn, | SEPA Appellant |
| Stefanie Olson | SEPA Appellant |
| Cynthia Sprick | SEPA Appellant |
| Ken Sprick | SEPA Appellant |
| Bryan Jensen | SEPA Appellant |
| Christine Jensen | SEPA Appellant |
| Vince Gaglia | Traffex |
| Eugene Harrell | Lot 37, Aldarra |
| Alex Llana | Lot 43, Aldarra |

The following exhibits were offered and admitted:

1. Staff Report
2. City's proposed amendments
3. Development site plan set, received 3/1/07
4. Settlement agreement and addendum
5. Jeff and Elisabeth Chachka comment letter
6. Packet, email comment letter received
7. Mitigated Determination of Non-Significance
8. State Environmental Policy Act Report
9. Environmental Checklist
10. City's request for information, 4/19/06
11. Applicant's response letter, 7/14/06
12. King County email, 4/10/07
13. Certificate of Concurrency
14. Request for School District Information and Review
15. Parcel map, (park at 270th Lane SE & SE 13th)
16. Photograph, Lot 50, division 13
17. Photograph, park at 270th Lane SE & SE 13th St.
18. Photograph, retaining wall and existing path, lot 60, division 12
19. Photograph, lot 59, division 12, property line

20. Photograph, lot 61, division 12, property line
21. Dunlap proposal, lots 49-57
22. Applicant's response to appeals
23. Photograph, Ken & Cynthia Sprick, looking west
24. King County iMap, Sprick & Jenson
25. Aldarra Notice on Title
26. Cynthia Sprick testimony and insurance quote
27. Applicant's additional traffic count and peak hour summary, 247th Place SE & Issaquah Fall City Road

The hearing adjourned at 9:45 pm.

Following the hearing the Examiner visited the site twice to better understand the testimony.

FINDINGS OF FACT

1. The Trossachs Group (Applicant) proposes to develop a 63.21 acre site east of Trossachs Boulevard between SE 13th Street and Cascade Elementary School into 160 residential lots. The site is essentially vacant and is heavily wooded with wetlands, streams and associated buffers. The project would be constructed in two phases, with 81 lots to be developed in the northerly part of the site first and the remaining 79 lots later in the southern portion.
2. The site is designated in the Sammamish Comprehensive Plan for urban residential uses with four dwelling uses per acre. Most of the site is zoned R-4 and a small portion (5.24 acres) is zoned R-6. Nearby sites are also zoned R-4 and R-6. The properties to the east are in unincorporated King County and are developed as the Aldarra Estates community. A large stormwater detention pond lies along the east boundary of the site which serves other Trossachs divisions and which will be deepened on the west side to accommodate stormwater from this subdivision.
3. There are several wetlands on the site which will be enclosed in sensitive area tracts, with required buffers.
4. There are 2,391 trees on the site, and the Sammamish Municipal Code requires retention of 25% of the existing significant trees. Applicant proposes to retain 23.5% of the trees, and must replace the deficiency at a ratio between 4:1 and 8:1. The specific amount of trees to be replaced will be determined during site construction.
5. A determination of non significance (DNS) was issued for the proposal on March 21, 2007. There were two appeals of the DNS:

Eric Alcorn and Stefanie Olson and four other couples who own lots 58-62 in Trossachs Division 12 appealed the DNS on grounds that development of lot 50 of Trossachs 13 as proposed would result in a loss of privacy and pedestrian safety from a retaining wall adjacent. They request that lot 50 be left as an open green area with a natural path, which would lead pedestrians into the nearby wetland area. Trossachs 13 offered to reconfigure the lot to avoid the proximity to lots 58-62. See exhibit 21. Appellants contend that by placing a residence on lot 50 at a 90 degree angle to their rear yards will compromise the privacy of their homes.

Kenneth and Cynthia Sprick and Brian and Christine Jensen, who live at 2022 & 2034 277th Avenue SE in Aldarra Estates appealed the DNS on grounds that expansion of the stormwater detention pond would negatively impact their homes during construction and long term, due to the aesthetic conditions of the pond. They expect that mosquitoes now hatched in the existing pond will increase, that the majority of vegetation outside the sensitive areas will be removed which will affect the view from their homes, that Applicant has not proposed to do anything to preserve or enhance conditions for wildlife, that grading during the dry months will create dust, that trails will be in sensitive areas, and that an increase of 1,625 vehicle trips per day will impact traffic conditions at all hours of the day. Appellants ask that Applicant retain a natural buffer of mature existing trees along the ridge of the detention pond, that the detention pond required for Trossachs 13 be constructed within the proposed plat instead of increasing the capacity of the existing pond, and that additional landscaping be placed along the east side of the pond to obscure Trossachs 13 from view. Appellants also ask that Applicant adequately rectify the “clear detrimental effect (financial) of [the] proposed construction to certain residence/property owners of Aldarra Estates” and address the environmental concerns of mosquitoes caused by enlargement of the detention pond.

6. The proposed development is expected to generate an average of 1,531 vehicle trips per day, with 120 in the AM peak hour and 162 in the PM peak hour. A certificate of concurrency was issued for the proposal on April, 20, 2006, based upon traffic mitigation which includes \$42,612.64 for additional capacity for North Spar Road, \$11,749.99 for East Lake Sammamish Parkway improvement, \$19,214.99 for Front Street in Issaquah, \$237,911.81 for traffic improvements at East Lake Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE. In addition, Applicant will improve the intersection of Duthie Hill Road and Trossachs Boulevard with signalization or other method approved by the City’s Public Works Department.
7. Applicant will provide approximately 214,728 square feet (4.92 acres) of open space and park area, which will satisfy the City’s requirements for such space. In addition, Applicant will install the “Trossachs 13 slope landscape buffer” to improve the aesthetic vista of the project. Applicant will also provide a trail in the project that will be constructed within the City’s Trails, Bikeways and Paths plan.

8. Children who walk to elementary school will have sidewalks to gain access to Cascade Elementary school. Middle and high school children will be provided with frontage improvements which will be safe waiting areas for school buses at yet to be determined locations.
9. Applicant will pay impact fees for parks, schools and traffic at rates in effect when building permits are obtained.
10. Water and sewer services are available for the site, as are all other necessary utilities.
11. Any conclusion of law found to be a finding of fact is adopted as such.

CONCLUSIONS OF LAW

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.
2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

The proposed subdivision and dedication shall not be approved unless the city, town or legislative body makes written findings that:

a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

3. SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

The proposed plat and its ultimate use must be in the best interest of the public interest and the neighborhood development of the area. 19.20.040

Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050

The streets of a subdivision must be connected by surfaced roads to an existing dedicated street. 19.20.090

Right of way needed for the City's street pattern shall be dedicated to the City, 19.20.100

Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred.

4. The appeal of Earl Alcorn et al should be granted. A visual inspection of the relationship between Appellants' homes and Lot 50 of Trossachs 13 persuades the Examiner that a residence on lot 50 at right angles to Appellants' lots would be incompatible with Appellants' home sites and would compromise the privacy that they should have. A comparable situation in Trossachs 12 was solved by providing a grassy triangle which preserved the privacy of lots on either side of the open space. Applicant's proposal to narrow Lot 50 would be an inadequate solution to Appellants' privacy concerns. Leaving this area in open space will also provide more room for the pedestrian trail which leads to the adjacent wetland.

5. The appeal of Kenneth Sprick et al should be denied. The problem of whether to enlarge the existing pond or construct an additional pond within Trossachs 13 was technical in nature. A second pond would involve more water surface with increased breeding grounds for mosquitoes. Deepening the

existing pond would be preferable in this regard. The increased capacity will be only 15 to 20 percent, not 50 percent as alleged by Appellants.

Construction work at the pond was done in accordance with Department of Ecology standards, and the construction of additional capacity must be done in accordance with those standards as well. King County maintains all detention ponds in Sammamish under a contract with the City. Appellants' requests for a buffer of mature trees along the west ridge of the pond and additional landscaping along the east side should be denied. Appellants' home are below the level of the berm that forms the east side of the pond and such landscaping would not be of sufficient benefit to justify the cost and loss of lot area. In addition, plantings in the berm of the pond are discouraged by Ecology as possibly weakening the berm. Finally, Applicant has no responsibility to "rectify" the detrimental effects of their plat so long as it is constructed in accordance with established land use regulations. Traffic issues have been adequately mitigated in the conditions.

6. The Examiner is not satisfied from the evidence that the existence of the pond has anything to do with the wet soil in lots in Aldarra Estates.

7. The preliminary plat of Trossachs 13 should be approved subject to conditions including a requirement that Lot 50 be eliminated as a residential building site. and instead developed as a grassy open space. .

8. . Any finding of fact deemed to be a conclusion of law is adopted as such.

DECISIONS

The appeal of Eric Alcorn et al is granted. Lot 50 will be developed as an open space area as has been done in similar situations in Trossachs 12.

The appeal of Kenneth Sprick et al is denied.

The preliminary plat of Trossachs 13 is approved, subject to conditions as set forth in Attachment B.

DONE this 24th day of May, 2007

A handwritten signature in cursive script that reads "Gordon F. Crandall".

Gordon. F. Crandall

Hearing Examiner

Attachment A

Site Plan

Attachment B

Conditions of Approval

RECONSIDERATION

Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

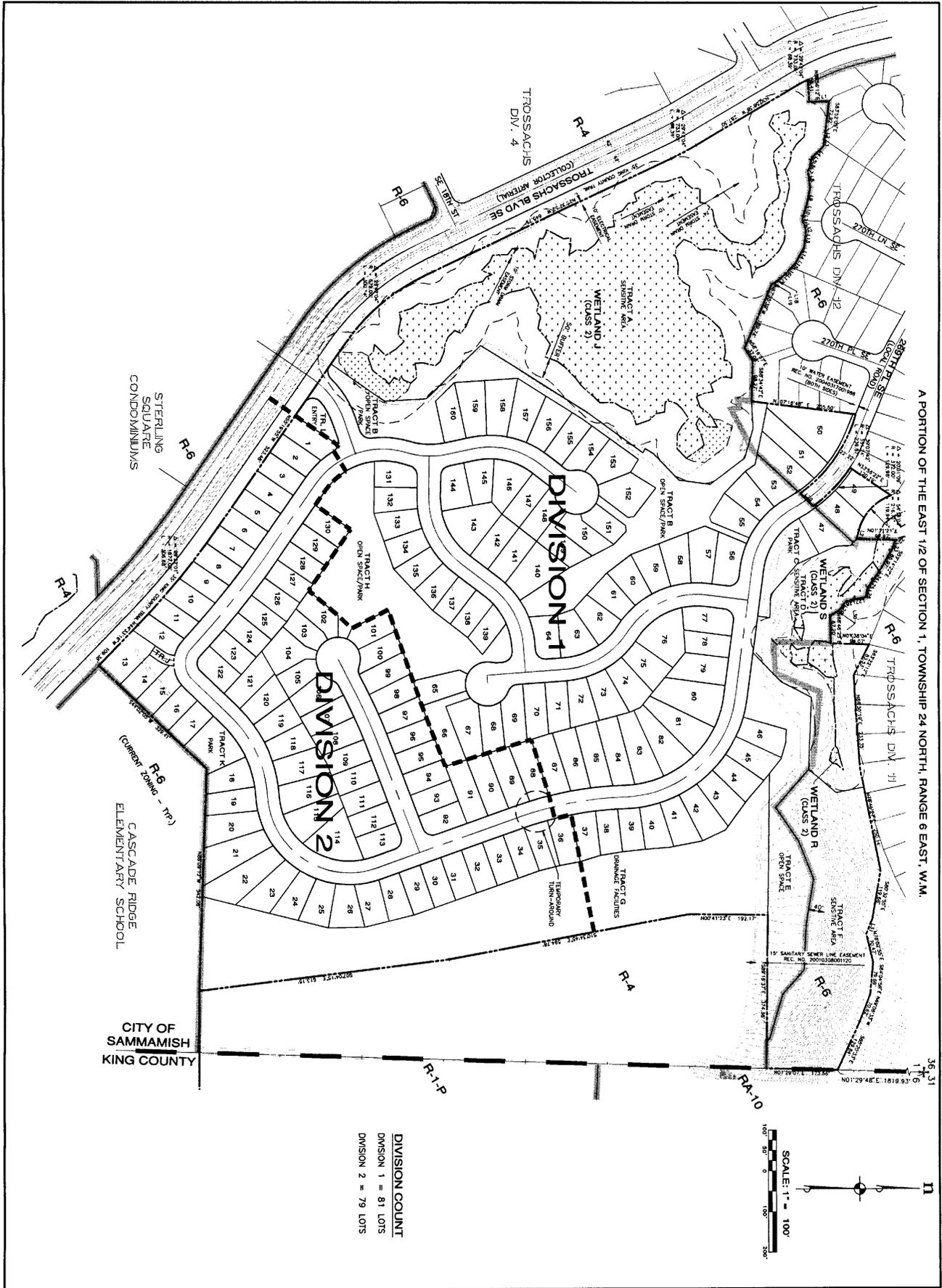
1. The action was based in whole or in part on erroneous facts or information;
2. The action when taken failed to comply with existing laws or regulations applicable thereto;
3. An error of procedure occurred which prevented consideration of the interest of persons directly affected by the action.

The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner.

NOTICE OF RIGHT OF APPEAL

This is a type 3 land use decision pursuant to SMC 20.05.020. Any person with standing to do so, may appeal the decision of the Hearing Examiner by filing a Land Use Petition in the King County Superior Court. Such a petition will be timely if filed with the Court Clerk and served on all parties within twenty-one days of the issuance of the decision. See: RCW 36.70C

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A PORTION OF THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.



DIVISION COUNT
 DIVISION 1 = 81 LOTS
 DIVISION 2 = 79 LOTS

| <p>JOB NO.: 006-006-003 SHEET NAME: 13-113 DESIGNED BY: ESM DRAWN BY: JAM CHECKED BY: JAM DATE: 01-28-07 NAME:</p> | <p>THE TROSSACHS GROUP TROSSACHS 13 SING PLAN WASHINGTON</p> | <p>ESM CONSULTING ENGINEERS LLC 33915 1st Way South Federal Way, WA 98003 www.esmcivil.com Civil Engineering Public Works</p> <p>Land Surveying Project Management Planning Landscape Architecture</p> | <p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMITS</td> <td>01-28-07</td> </tr> <tr> <td>2</td> <td>ISSUED FOR PERMITS</td> <td>01-28-07</td> </tr> <tr> <td>3</td> <td>ISSUED FOR PERMITS</td> <td>01-28-07</td> </tr> </table> | NO. | DESCRIPTION | DATE | 1 | ISSUED FOR PERMITS | 01-28-07 | 2 | ISSUED FOR PERMITS | 01-28-07 | 3 | ISSUED FOR PERMITS | 01-28-07 |
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| 3 | ISSUED FOR PERMITS | 01-28-07 | | | | | | | | | | | | | |

The Applicant shall comply with the following condition/s:

General Conditions:

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on August 12, 2005, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;
5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;
6. The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 through 6 by ESM Consulting, received March 1, 2007, together with the proposed landscaping plan sheets L1-L4, dated July 14, 2006 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner;
7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;
8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages;
9. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;
10. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified

by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group;

11. Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50;

12. The applicant may propose phased development and recording of the subject site, consistent with the proposed phasing plan by ESM, received March 27, 2007; phased development and recording of the subject site shall be subject to the City's review and approval to ensure consistency with the overall subdivision approval and applicable regulations;

13. Per the SEPA Mitigated Determination of Non-Significance on March 21, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation:

a. Traffic Impacts identified within the City of Issaquah:

i. North SPAR road: $\$7,018,553.00$ City Share / 5600 trips additional capacity = $\$1,253.31$ / trip x 34 project trips = $\$42,612.64$

ii. East Lake Sammamish Parkway Improvements (SE 56th to I-90): $\$2,350,000$ City Share x 0.2 / 1400 trips additional capacity = $\$335.71$ / Trip x 35 Project Trips = $\$11,749.99$

iii. Front Street I-90 Off ramp Three Lane Project: $\$1,345,000.00$ City share / 1400 trips additional capacity = $\$960.71$ / Trip x 20 Project Trips = $\$19,214.29$

Total Voluntary Mitigation (a-c) = $73,576.92$ / 160 lots = 459.86 per lot, payable at issuance of building permits.

b. To facilitate traffic Improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE, the applicant has agreed to pay $\$232,911.81$. The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14.

c. Applicant shall comply with the "Trossachs 13 Slope Landscape Buffer" prepared by ESM Consulting Engineers, LLC, dated February 14, 2007 and received via email on February 16, 2007, provided that trees retained within the "undisturbed areas" may be limbed or pruned under the supervision of a certified arborist to allow for the creation of view corridors. The proposed landscaping enhancement shall be installed and maintained for five years from the date of installation. Proposed landscaping shall be subject to the bonding requirements of Sammamish Municipal Code 27A.

d. Intersection of Duthie Hill Rd and Trossachs Blvd: The Developer shall improve the intersection with signalization or other method approved by the Public Works Department. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement.

Prior to Construction:

14. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;
15. City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction;
16. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;
17. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;
18. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;
19. The proposed trail improvements along Trossachs Boulevard shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30;
20. The applicant shall obtain any required approvals from King County Parks for installation of the proposed trail improvements along Trossachs Boulevard. In the event that such approvals cannot be obtained, the City may approve a different trail alignment or waive the requirement for installation of the trail;
21. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;
22. Replacement trees for the 1.5% (i.e. 32 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240;
Prior to recording:
23. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;

24. Prior to final plat recording, the trail improvements along Trossachs Boulevard shall be built and approved by the City or bonded for consistent with SMC 27A;
25. The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee;
26. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;
27. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number;
28. The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements;
29. Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-03 for a Collector Arterial, and the City of Sammamish Trails, Bikeways and Paths Plan are required along Trossachs Blvd SE. 22-ft of asphalt shall be required from the ROW centerline to new face of curb;
30. Unless otherwise approved by the City, half street frontage improvement on Trossachs Blvd shall include a minimum 22-ft of asphalt from the ROW centerline, which will allow for a 12 foot wide left turn pocket;
31. Unless otherwise approved by the City, a center median will be required along the development frontage on Trossachs Blvd;
32. Unless otherwise approved by the City, all internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05. The Public Works Director and the City Engineer have approved a variation on the paved width. 28-ft paved section is acceptable with no parking sign on one side;
33. Unless otherwise approved by the City, the Entrance Road shall be consistent with a local road standard per PWS Table 1 and PWS Figure 01-05, with the centerline aligned with the existing condominium entrance on opposite side of road;

34. Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs;
35. All proposed cul-de-sacs should be designed per Interim PWS.13.15.120 and Figure 02-33;
36. Tract J shall be improved as a joint use driveway per PWS.15.170 for direct access for Lots 13 and 14 only;
37. The Fire Marshall shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance;
38. All new utility installation serving the subdivision within plat or along the frontage shall be underground;
39. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;
40. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;
41. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;
42. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;
43. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.
44. Street trees shall be provided per City of Sammamish Interim PWS.15.520;
45. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;

46. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval;
47. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination along Trossachs Blvd shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development;
48. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;
49. Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt;

Conditions to appear on the face of the final plat:

50. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."
51. "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."
52. "No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws";
53. The Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat;

54. “Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, D, E, F, H, I, and K shall be the responsibility of the Home Owners Association”;

55. “Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240”;

56. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;

57. “The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee”;

58. “The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee”;

59. “Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit”.

60. “Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.”; and,

61. “Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians”;

62. The area identified as Lot 50 shall be developed as an open grassy area. Lot 50 may be relocated elsewhere in the plat if possible, subject to City approval.



Trossachs Division 15 Final Plat Compliance Matrix-Responses to Hearing Examiner Conditions of Approval-2nd submittal

| City of Sammamish File No. PLN2006-00014 | | Date: November 9, 2012 | |
|--|---|---|----------------------------|
| No. | Condition | Explanation of Compliance by Applicant | City of Sammamish Comments |
| 1 | Per RCW 58.17.170 the Application shall comply with all county, state and federal rules and regulations in effect on August 12, 2005, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International building code and the International Fire Code , as amended | To the best of our knowledge, this final plat complies with the county, state and federal rules and regulations that were in effect on August 12, 2005. | |
| 2 | Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code. | The preliminary plat was approved on May 24, 2007. It is our intent to have the final plats recorded within the allowable time period. Should any portion of the preliminary plat not be platted by May 24, 2012, an extension will be requested. | |
| 3 | All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received. | The preliminary decision is now in effect and a clear and grade permit (B07-00490) was issued by the city on August 14, 2007 | |
| 4 | Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit request will be reviewed for compliance with applicable codes, ordinances, and laws, rules, and regulations. | A clear and grade permit (B07-00490) was issued by the city on August 14, 2007. | |
| 5 | The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application. | This site plans for individual building permit applications shall contain lot widths and setbacks or per the administrative adjustment of setbacks approved by the city. This is also noted on the final plat - See note 15 and building setback detail on sheet 3 of the final plat. | |
| 6 | The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 through 6 by ESM Consulting, received March 1, 2007, together with the proposed landscaping plan sheets L1-L4, dated July 14, 2006 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner. | The lot configuration for this final plat is in substantial conformance with the site plan as submitted on March 1, 2007 and the landscaping plans dated July 14, 2006 | |
| 7 | A homeowner s association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc. | This plat shall be incorporated into the existing Trossachs Division 1 Homeowners Association. A draft of the proposed amendment to the CCR's will be provided. | |

Exhibit 3

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| 8 | Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 Landscaping Drainage Facilities, and SMC 21A.35.040 Landscaping Street Frontages. | Street trees are shown on the landscaping plans which are included in the Road, Grading and Storm Drainage Plans for Trossachs Division 15 as approved by the City of Sammamish on May 3, 2012. Construction will be according to the approved plans. | |
| 9 | For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure. | Any required improvements not installed at the time of the recording of the final plat will be covered by a bond as specified for plats in SMC 19.60, Subdividing Procedure. | |
| 10 | The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. | This condition has been noted and will be complied with. Additionally, this appears as a note on the final plat - See Note 6 on Sheet 3 of 8. | |
| 11 | Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50. | There are no critical areas within the limits of this plat. | |
| 12 | The applicant may propose phased development and recording of the subject site, consistent with the proposed phasing plan by ESM, received March 27, 2007; phased development and recording of the subject site shall be subject to the City's review and approval to ensure consistency with the overall subdivision approval and applicable regulations. | Phasing was approved and this plat is the next phase of lots included in the preliminary plat approved as Trossachs Division 13. | |
| 13 | Per the SEPA Mitigated Determination of Non-Significance on March 21, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation: | | |
| A. | Traffic impacts indentified within the City of Issaquah: I. North Spar Road: \$7,018,553.00 City Share / 5600 Trips Additional Capacity = \$1,253.31 / Trip X 34 Project Trips = \$42,612.64 II. Eastlake Sammamish Parkway Improvement (SE 56th to I-90): \$2,350,000 City Share X 0.2 / 1400 Trips Additional Capacity = \$335.71 / Trip X 35 Project Trips = \$11,749.99 III. Front Street I-90 Off Ramp Three Lane Project: \$1,345,000 City Share / 1400 Trips Additional Capacity = \$960.71 / Trip X 20 Project Trips = \$19,214.29 Total Voluntary Mitigation (a-c) = \$73,576.92 / 160 lots = \$459.86 per lot, payable at the issuance of building permits. | Traffic impacts are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 16 on Sheet 3 of 8. | |
| B. | To facilitate traffic improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE, the applicant has agreed to pay \$232,911.81. The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14. | Traffic impacts are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 17 on Sheet 3 of 8. | |

Exhibit 3

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| c. | Applicant shall comply with the "Trossachs Division 13 Slope Landscape Buffer" prepared by ESM Consulting Engineers LLC, dated February 14, 2007 and received via email on February 16, 2007. Provided that trees retained within the "undisturbed area" may be limbed or pruned under the supervision of a certified arborist to allow for the creation of view corridors. The proposed landscaping enhancement shall be installed and maintained for five years from the date of installation. Proposed landscaping shall be subject to the bonding requirements or Sammamish Municipal Code 27A. | Landscaping enhancement has been installed and will be maintained as required. A landscape bond quantity worksheet was submitted to the City with the re-submittal of the final plat. See final plat sheet 8 for tree retention note and plan. | |
| D. | Intersection of Duthie Hill Rd and Trossachs Blvd: The Developer shall improve the intersection with signalization or other method approved by the Public Works Department. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement. | The signal has been installed. | |
| 14 | All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat. | The Road, Grading and Storm Drainage Plans for Trossachs Division 15 were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Construction of improvements has been preformed in accordance with the approved plans. | |
| 15 | City of Sammamish approval of the applicant s final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction. | A clear and grade permit (B07-00490) was issued by the city on August 14, 2007. | |
| 16 | Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height. | No walls more than 6 feet in height exist within this plat. | |
| 17 | All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection. | The Road, Grading and Storm Drainage Plans for Trossachs Division 15, including temporary erosion and sediment control (TESC) plans, were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. | |
| 18 | Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval. | Sheet 2.31 the Road, Grading and Storm Drainage Plans for Trossachs Division 15 contains the current City notes. With the approval of the plans on May 3, 2012, this condition is deemed to have been met. | |
| 19 | The proposed trail improvements along Trossachs Boulevard shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30. | See No. 20 below. | |
| 20 | The applicant shall obtain any required approvals from King County Parks for installation of the proposed trail improvements along Trossachs Boulevard. In the event that such approvals cannot be obtained, the City may approve a different trail alignment or waive the requirement for installation of the trail. | Trail improvements currently under construction. Per Duthie Hill Road and trail plans approved for construction by the City of Sammamish July 3, 2012. | |

Exhibit 3

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| 21 | Tree protection shall be required per SMC 21A.35.230 Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit. | A tree retention plan is a component of the Road, Grading and Storm Drainage Plans for Trossachs Division 13 which were approved by the City of Sammamish on May 3, 2012. Trees to be protected are shown on sheet 8 of 8 on the final plat as well. | |
| 22 | Replacement trees for the 1.5% (i.e. 32 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240. | A tree retention plan is a component of the Road, Grading and Storm Drainage Plans for Trossachs Division 15 which were approved by the City of Sammamish on May 3, 2012. Replacement to be according to the approved plans. | |
| 23 | If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat. | All parties listed in the title insurance company's plat certificate as having an ownership interest will sign on the dedication for the final plat. | |
| 24 | Prior to final plat recording, the trail improvements along Trossachs Boulevard shall be built and approved by the City or bonded for consistent with SMC 27A. | See No. 20 above. | |
| 25 | The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee. | School impact fees are acknowledged and will be compensated for. Additionally, this appears as a note on the final plat - See Note 7 on Sheet 3 of 8. | |
| 26 | The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval. | The requested certification will be provided prior to the approval of the final plat. The S.P.W.S.D. has approved the plat and easements as to form and will be issuing the "Ready to Record" letter. | |
| 27 | Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number. | Required temporary signage will be placed prior to the recording of the final plat. Permanent signs will be placed upon completion of sidewalk installation. | |
| 28 | The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements. | The City has reimbursed the Developer all proportionate share dollars for the intersection improvement. | |

Exhibit 3

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| 29 | Half street frontage improvements per PWS.15.110 and consistent with PWS Figure 01-03 for a Collector Arterial, and the City of Sammamish Trails, Bikeways and Paths Plan are required along Trossachs Blvd SE. 22-ft of asphalt shall be required from the ROW centerline to new face of curb. | The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. By that approval, this condition is deemed to have been satisfied. Constructed according to the approved plans. | |
| 30 | Unless otherwise approved by the City, half street frontage improvement on Trossachs Blvd shall include a minimum 22-ft of asphalt from the ROW centerline, which will allow for a 12 foot wide left turn pocket. | The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. The plans include the required 22-feet of asphalt and left turn pocket. By that approval, this condition is deemed to have been satisfied. Constructed according to the approved plans. | |
| 31 | Unless otherwise approved by the City, a center median will be required along the development frontage on Trossachs Blvd. | The proposed half street improvements are included with the Trossachs Boulevard Frontage Plans which were approved by the City of Sammamish in conjunction with ROW Permit #09-0001 dated August 17, 2010. The plans include the required center median. By that approval, this condition is deemed to have been satisfied. Constructed according to the approved plans. | |
| 32 | Unless otherwise approved by the City, all internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1 and Figure 01-05. The Public Works Director and the City Engineer have approved a variation on the paved width. 28-ft paved section is acceptable with no parking sign on one side. | The Road, Grading and Storm Drainage Plans for Trossachs Division 15 were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Roads constructed according to the approved plans. | |
| 33 | Unless otherwise approved by the City, the Entrance Road shall be consistent with a local road standard per PWS Table 1 and PWS Figure 01-05, with the centerline aligned with the existing condominium entrance on opposite side of road. | The Road, Grading and Storm Drainage Plans for Trossachs Division 15 were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Constructed according to approved plans. | |
| 34 | Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs. | The approved landscaping plans include the City's standard detail for street trees and root barrier. | |
| 35 | All proposed cul-de-sacs should be designed per Interim PWS.13.15.120 and Figure 02-33. | The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Constructed according to approved plans. | |

Exhibit 3

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| 36 | Tract J shall be improved as a joint use driveway per PWS.15.170 for direct access for Lots 13 and 14 only. | Tract L of this plat is a private road providing access to Lots 13 and 14. Note 3 on Sheet 3 of 8 addresses ownership and maintenance of said tract. | |
| 37 | The Fire Marshall shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance. | The fire marshal has approved the hydrant locations. The permanent and temporary turn arounds are 48 feet in diameter per the City Standards. As the clear and grade permit (B07-00490) was issued by the city on August 14, 2007, this condition is deemed to have been satisfied. | |
| 38 | All new utility installation serving the subdivision within plat or along the frontage shall be underground. | This condition has been noted and is being complied with. Additionally, the Public Utility Easement Provisions Note on Sheet 3 of 8 states that utilities are to be underground. | |
| 39 | All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording. | Each utility company working within this plat has a history of utility installation within the City. It is assumed that there are appropriate franchise agreements with the City. | |
| 40 | Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements. | The recreational open space was included in the Road, Grading and Storm Drainage Plans for Trossachs Division 15 as approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. | |
| 41 | Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan. | The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Constructed according to the approved plans. | |
| 42 | Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities. | The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on August 14, 2007. By that approval, this condition is deemed to have been satisfied. Constructed according to the approved plans. | |
| 43 | As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs. | The roof drains for the 56 lots contained within this final plat are to be connected to the storm drainage system as shown on the approved plans. A note is included on each of the Plan/Profile sheets of the approved construction plans. Additionally, Note 5 on Sheet 3 of 8 of the final plat addresses this requirement. | |

Exhibit 3

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| 44 | Street trees shall be provided per City of Sammamish Interim PWS.15.520. | Street trees are shown on the landscaping plans which are included in the The Road, Grading and Storm Drainage Plans for Trossachs Division 13 were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. | |
| 45 | Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat. | There are no recreational improvements proposed within Tracts N, M and P that would require installation or a bond to be posted prior to the recording of the final plat. | |
| 46 | The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval. | Landscaping plans are included in the Road, Grading and Storm Drainage Plans for Trossachs Division 15 were approved by the City of Sammamish on May 3, 2012. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. | |
| 47 | All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Illumination along Trossachs Blvd shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development. | Illumination plans have been prepared by Potelco for Puget Sound Energy and approved for construction April 11, 2012. By that approval, this condition is deemed to have been satisfied. Construction will be according to the approved plans. The HOA is responsible for payment of electrical power for street lighting -- See Note 5 on Sheet 3 of 8. | |
| 48 | Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval. | All public stormwater facilities have been constructed and are in full operation with the exception of the final lift of asphalt. | |
| | Conditions to appear on the face of the final plat: | | |
| 50 | Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented. | Condition shown on the final plat as Note 10 on Sheet 3 of 8. | |
| 51 | All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish. | Condition shown on the final plat as Note 11 on Sheet 3 of 8. | |

Exhibit 3

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| 52 | "No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws" . | Condition shown on the final plat as Note 13 on Sheet 3 of 8. | |
| 53 | The Applicant shall comply with RCW 58.17.280, providing the appropriate addressing note with address ranges being on the final plat. | Condition shown on the final plat as Note 14 on Sheet 3 of 8. | |
| 54 | Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, D, E, F, H, I, and K shall be the responsibility of the Home Owners Association . | Condition shown on the final plat as Notes 2 and 3 on Sheet 3 of 8. | |
| 55 | Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240 . | Condition shown on Sheet 8 of 8 the final plat. | |
| 56 | The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval. | Condition shown on the final plat as Note 6 on Sheet 3 of 8. | |
| 57 | The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee . | Condition shown on the final plat as Note 7 on Sheet 3 of 8. | |
| 58 | The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee . | Condition shown on the final plat as Note 8 on Sheet 3 of 8. | |
| 59 | Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit . | Condition shown on the final plat as Note 12 on Sheet 3 of 8. | |
| 60 | Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation . | Not applicable to this final plat. | |
| 61 | Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians . | Condition shown on the final plat as Note 9 on Sheet 3 of 8. | |
| 62 | The area identified as Lot 50 shall be developed as an open grassy area. Lot 50 may be relocated elsewhere in the plat if possible, subject to City approval. | Not applicable to this final plat. | |
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TROSSACHS DIVISION 15

PORTIONS OF THE NW 1/4 & NE 1/4 OF THE SE 1/4 OF SECTION 1,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

1. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "TROSSACHS DIVISION 13" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 253 OF PLATS, PAGES 71 THROUGH 76, UNDER RECORDING NO. 20091203000078, IN KING COUNTY, WASHINGTON.
2. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 1" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 175 OF PLATS, PAGES 34 THROUGH 44, UNDER RECORDING NO. 9511210272, IN KING COUNTY, WASHINGTON.
3. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 4" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 179 OF PLATS, PAGES 45 THROUGH 58, UNDER RECORDING NO. 9702190120, IN KING COUNTY, WASHINGTON.
4. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "THE TROSSACHS DIVISION NO. 2" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 182 OF PLATS, PAGES 27 THROUGH 35, UNDER RECORDING NO. 9709230295, IN KING COUNTY, WASHINGTON.
5. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF "TROSSACHS DIVISION 14" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 256 OF PLATS, PAGES 75 THROUGH 82, UNDER RECORDING NO. 20110106001100, IN KING COUNTY, WASHINGTON.
6. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2006-00075, ALSO KNOWN AS THE "THE TROSSACHS DIVISION 13 LOT COMBINATION", RECORDED UNDER RECORDING NO. 20070123900007.
7. THIS SITE IS SUBJECT TO THE RIGHT TO ENTER UPON SAID PROPERTY AND ADJOINING PROPERTY TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN LINES AND NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THE PROPERTY AND OTHER PROPERTIES WITH SEWER SERVICE AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9607160211.
8. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20040317001986. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
9. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO PUGET SOUND ENERGY FOR GAS AND POWER PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091201000255. SAID EASEMENT AFFECTS THE ROADS AND THE 10 FOOT STRIP ADJOINING THE ROADS AS DEPICTED HEREIN.
10. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000813. SAID EASEMENT AFFECTS THE ROADS AS DEPICTED HEREIN.
11. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000815. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
12. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000816. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
13. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000817. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
14. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000818. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
15. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR SEWER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000819. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN. SAID EASEMENT ALSO GRANTED ACCESS OVER THE ROADS AS DEPICTED HEREIN.

RESTRICTIONS OF RECORD

16. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000820. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN. SAID EASEMENT ALSO GRANTED ACCESS OVER THE ROADS AS DEPICTED HEREIN.
17. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AND APPURTENANCES WITH ACCESS PER INSTRUMENT RECORDED UNDER RECORDING NO. 20091215000823. SAID EASEMENT AFFECTS THE ROADS AS DEPICTED HEREIN.
18. THIS SITE IS SUBJECT TO RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR SAME AS CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO. AS RECORDED UNDER RECORDING NO. 3928082.
19. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9511210281, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. AMENDED/MODIFIED BY INSTRUMENTS RECORDED UNDER THE FOLLOWING RECORDING NUMBERS: 9512190404, 9603190342, 9703201188, 9704081096, 9709230464, 9806241896, 9812160321, 19990818001480, 20001222001372, 20010509001374, 20020201002343, 20020201002344, 20020403001991, 20030416000806, 20040304002203, 20040827002749, 20040830000914, 20100115000120 AND 20110708000701. A MEMORANDUM OF RESTRICTIVE COVENANTS WAS RECORDED UNDER RECORDING NO. 20081114000261.
20. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9602160701, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
21. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9603250785, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
22. THIS SITE IS SUBJECT TO COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION OR REPAIR OF EASEMENT GRANTED OVER ADJACENT PROPERTY FOR EMERGENCY ACCESS ROAD PURPOSES PER INSTRUMENT RECORDED UNDER RECORDING NO. 9703201189.
23. THIS SITE IS SUBJECT TO COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION OR REPAIR OF AN IRRIGATION SYSTEM IN THE ROAD RIGHT OF WAY OF TROSSACHS BOULEVARD SOUTHEAST PER INSTRUMENT RECORDED UNDER RECORDING NO. 9704141336.
24. THIS SITE IS SUBJECT TO AGREEMENT AND THE TERMS AND CONDITION THEREOF BETWEEN SAMMAMISH PLATEAU WATER & SEWER DISTRICT AND THE TROSSACHS GROUP, AS CONTAINED IN REIMBURSEMENT AGREEMENT RECORDED UNDER RECORDING NO. 20030304001520.
25. THIS SITE IS SUBJECT TO THAT EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO THE CITY OF SAMMAMISH FOR ACCESS AND UNDERGROUND UTILITIES PER INSTRUMENT RECORDED UNDER RECORDING NO. 20090824000781. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
26. THIS SITE IS SUBJECT TO TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, PER INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 9811051363, 9901150609, 20040414002865 AND 20060126001770.
27. THIS SITE IS THIS SITE IS SUBJECT TO A MEMORANDUM OF TENANCY IN COMMON AGREEMENT BETWEEN PACIFIC LAND INVESTMENT CORPORATION AND WILLIAM E BUCHAN, INC. AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9409231297.



TROSSACHS DIVISION 15

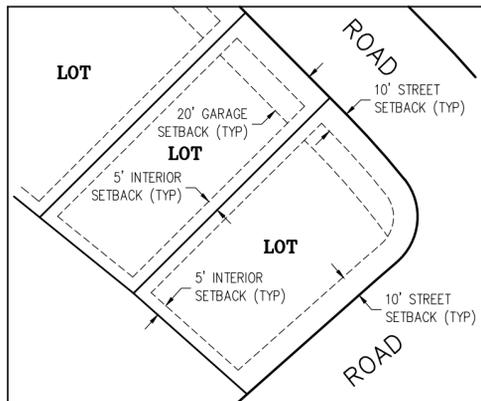
PORTIONS OF THE NW 1/4 & NE 1/4 OF THE SE 1/4 OF SECTION 1,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

- TRACT L IS A JOINT USE DRIVEWAY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 13 AND 14 AND IS HEREBY CONVEYED UPON THE RECORDING OF THIS PLAT TO THE OWNERS OF SAID LOTS. THE COST OF MAINTENANCE OF THE PRIVATE UTILITY AND DRAINAGE FACILITIES WITHIN SAID TRACT SHALL BE BORNE BY THE OWNER(S) OF THE LOTS BENEFITING FROM THE USE OF SAID FACILITIES. THE OWNERS OF SAID LOTS 13 AND 14 SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE OF THE PRIVATE ACCESS FACILITIES WITHIN SAID TRACT. OWNERSHIP OF SAID LOTS 13 AND 14 INCLUDES AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT L, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT.
- TRACTS M AND P, RECREATION AND OPEN SPACE TRACTS, ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS, TO THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 76 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.
- TRACT N, AN OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 76 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT Q, AN OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE AND REPAIR RESPONSIBILITIES, TO THE OWNERS OF LOTS 20 THROUGH 34 OF THIS PLAT UPON RECORDING OF THIS PLAT. OWNERSHIP OF LOTS 20 THROUGH 34 OF THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED OWNERSHIP OF TRACT Q TOGETHER WITH THE RESPONSIBILITY TO MAINTAIN THE VEGETATION WITHIN THAT PORTION OF THE TRACT ADJOINING THEIR RESPECTIVE LOTS. TRACT Q CONTAINS AN ENGINEERED FILL SLOPE USING REINFORCED GEOGRID, REQUIRING SPECIAL BUILDING SETBACKS, SEE EASEMENT NOTE 1.
- THE TROSSACHS DIVISION NO. 1 HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR PAYMENT FOR ELECTRICAL POWER FOR STREET LIGHTING ALONG ALL LOCAL AND PRIVATE ROADS WITHIN THIS PLAT.
- AT THE TIME OF FINAL PLAT, THIRTY PERCENT (30%) OF THE REQUIRED TRAFFIC IMPACT FEES WERE PAID CONSISTENT WITH THE PROVISIONS OF THE SETTLEMENT AGREEMENT DATED SEPTEMBER 19, 2006 AS AMENDED IN AN ADDENDUM DATED NOVEMBER 21, 2006. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.
- FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, TOGETHER WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH.
- PARKS IMPACT FEES TOGETHER WITH THE APPLICABLE ADMINISTRATIVE FEE, CONSISTENT WITH SMC 14A.20, SHALL BE PAID AT TIME OF BUILDING PERMIT ISSUANCE, OR AS OTHERWISE APPROVED BY THE CITY.
- MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY ON TROSSACHS BLVD SE, 271ST AVE SE, SE 19TH PL, 272ND CT SE, 273RD PL SE, SE 19TH CT, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE TROSSACHS DIVISION NO. 1 HOMEOWNERS' ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE TROSSACHS DIVISION NO. 1 HOMEOWNERS' ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ADJOINING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS ALONG THE INTERNAL PLAT ROADS OR ALONG TROSSACHS BOULEVARD S.E.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.
- IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES REGULATIONS OR LAWS.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF _____ TO _____ ON 271ST AVENUE S.E., WITHIN THE RANGE OF _____ TO _____ ON S.E. 19TH PLACE, WITHIN THE RANGE OF _____ TO _____ ON 273RD PLACE S.E., WITHIN THE RANGE OF _____ TO _____ ON 272ND COURT S.E. AND WITHIN THE RANGE OF _____ TO _____ ON S.E. 19TH COURT. INDIVIDUAL ADDRESSES WILL BE ASSIGNED FOR EACH RESIDENCE OR BUILDING SUBSEQUENT TO RECORDING THIS FINAL PLAT.
- BUILDING SET BACK LINE DIMENSIONS ARE DEFINED AS FOLLOWS (PURSUANT TO AN ADMINISTRATIVE ADJUSTMENT OF REQUIRED SETBACKS ACCORDING TO SAMMAMISH MUNICIPAL CODE 21A.25.030): 5-FOOT INTERIOR; 10-FOOT STREET (UNLESS SHOWN OTHERWISE ADJACENT TO CRITICAL AREAS) AND 5-FOOT ADJACENT TO PUBLIC AND/OR PRIVATE STORM DRAIN EASEMENTS. BUILDING SETBACK LINE LOCATIONS NOTWITHSTANDING, NO STRUCTURES ARE ALLOWED BEYOND EASEMENT LINES DESCRIBED AND/OR SHOWN HEREON.
- TO OFFSET POTENTIALLY SIGNIFICANT SEPA IMPACTS TO ROADS WITHIN THE CITY OF ISSAQUAH, THE APPLICANT HAS AGREED TO PAY \$73,576.92 IN SEPA MITIGATION. PAYMENT IS PRO-RATED FOR EACH APPROVED LOT, SUCH THAT \$459.86 IS DUE AT THE TIME OF BUILDING ISSUANCE FOR EACH LOT. PRIOR TO BUILDING PERMIT ISSUANCE, THE APPLICANT SHALL PROVIDE THE CITY OF SAMMAMISH WITH A RECEIPT FROM THE CITY OF ISSAQUAH FOR PAYMENT OF THIS FEE.
- TO OFFSET POTENTIALLY SIGNIFICANT SEPA IMPACTS TO ROADS WITHIN THE CITY OF SAMMAMISH, THE APPLICANT HAS AGREED TO PAY \$232,911.81 IN SEPA MITIGATION. PAYMENT IS PRO-RATED FOR EACH APPROVED LOT, SUCH THAT \$1103.85 IS DUE AT THE TIME OF BUILDING ISSUANCE FOR EACH LOT. THIS FEE SHALL BE COLLECTED PRIOR TO SUBSEQUENT BUILDING PERMIT ISSUANCE.
- NO SINGLE-FAMILY BUILDING PERMITS FOR LOTS 19 THROUGH 53 SHALL BE ISSUED UNTIL THE ROAD IS PAVED TO ATB LEVEL.

EASEMENT NOTES

- THE 10-FOOT SLOPE EASEMENT SHOWN ALONG THE BACK OF LOTS 19 THROUGH 34 IS HEREBY GRANTED AND CONVEYED, UPON RECORDING OF THIS PLAT, TO THE OWNERS OF LOTS 19 THROUGH 34 FOR ACCESS, INSPECTION, MAINTENANCE AND REPAIR OF THE FILL SLOPE ADJACENT TO SAID LOTS. EACH OF SAID LOTS WILL HAVE AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF THE FILL SLOPE.
- THE PUBLIC DRAINAGE EASEMENT OVER, UNDER AND UPON TRACT L AND AS SHOWN ACROSS LOT 13 IS HEREBY GRANTED AND CONVEYED, UPON RECORDING OF THIS PLAT, TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE, OPERATION AND REPAIR OF DRAINAGE FACILITIES LOCATED THEREIN. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC DRAINAGE FACILITIES WITHIN SAID EASEMENT. NO STRUCTURES SHALL BE CONSTRUCTED WITHIN EASEMENTS.
- THE PUBLIC TRAIL EASEMENT WITHIN TRACT N, THE LOCATION AND WIDTH IS AS CONSTRUCTED THEREIN, IS HEREBY CONVEYED TO THE PUBLIC FOR PUBLIC PEDESTRIAN ACCESS PURPOSES. THE TROSSACHS DIVISION NO. 1 HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRAIL FACILITIES WITHIN SAID EASEMENT.
- THE PUBLIC SIDEWALK EASEMENTS SHOWN ACROSS LOTS 38, 49, 54 AND 67 ARE HEREBY GRANTED AND CONVEYED, UPON RECORDING OF THIS PLAT, TO THE CITY OF SAMMAMISH FOR PUBLIC PEDESTRIAN ACCESS PURPOSES. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC SIDEWALK FACILITIES LOCATED WITHIN SAID EASEMENT AREAS.



BUILDING SETBACK DETAIL

1" = 50'

CITY OF SAMMAMISH FILE NO. PLN2006-00014

UTILITY EASEMENT PROVISION

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, UNDER AND UPON TRACT L, AND THE EXTERIOR 5 FEET, PARALLEL WITH AND ADJOINING TRACT L, OF ALL LOTS. FURTHER EASEMENTS ARE RESERVED OVER PRIVATE LANDS FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO THE 5.00-FOOT WIDE UTILITY EASEMENT RESERVED IN THE PRECEDING SENTENCE AS FOLLOWS: THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 5.00 FEET IN WIDTH (FOR A TOTAL WIDTH OF 10.00 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 5.00 FEET FROM EACH END OF THE AS-BUILT VAULT(S). THE NUMBER AND LOCATION OF VAULT EASEMENTS WILL BE "AS INSTALLED" DURING THE UTILITY'S INITIAL INSTALLATION OF FACILITIES, AS SHOWN HEREON IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

WATER AND SEWER EASEMENT PROVISION

EASEMENTS ARE HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, OF ALL LOTS, AND OVER, UNDER, ACROSS AND UPON TRACT L AND THE EXTERIOR 5 FEET, PARALLEL WITH AND ADJOINING TRACT L, OF LOTS 12 THROUGH 15, AND PORTIONS OF LOTS 12, 17, 34, 43, 44 AND TRACTS M, N AND P AS SHOWN HEREON IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENTS IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAVE BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACT L, PRIVATE ACCESS AND UTILITY TRACT, THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

PRIVATE DRAINAGE EASEMENT PROVISIONS

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 10 FEET IN WIDTH, ALONG ALL FRONT PROPERTY LINES AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT, INCLUDING THE OWNER OF THE LOT ON WHICH SAID EASEMENT(S) ARE LOCATED. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

PRIVATE DRAINAGE EASEMENT COVENANT

THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH PRIVATE DRAINAGE EASEMENTS AS DESCRIBED HEREIN, HEREBY GRANT AND CONVEY TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT, BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT THE OWNERS ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED HEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE RESPONSIBLE FOR OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT, ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS, MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

DRAINAGE EASEMENT RESTRICTIONS

STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN PUBLIC DRAINAGE EASEMENTS. ADDITIONALLY, GRADING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY THE CITY OF SAMMAMISH OR ITS SUCCESSOR AGENCY.



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TROSSACHS DIVISION 15

PORTIONS OF THE NW 1/4 & NE 1/4 OF THE SE 1/4 OF SECTION 1,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



BASIS OF BEARING

N01°51'37"E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., PER THE TROSSACHS DIVISION NO. 1

REFERENCES

- THE TROSSACHS DIVISION NO. 1, RECORDED IN VOLUME 175 OF PLATS, PAGES 34-44, UNDER RECORDING NO. 9511210272 (REF1)
- THE TROSSACHS DIVISION 13, RECORDED IN VOLUME 253 OF PLATS, PAGES 071-076, UNDER RECORDING NO. 20091203000078 (REF2)
- THE TROSSACHS DIVISION 14, RECORDED IN VOLUME 256 OF PLATS, PAGES 075-082, UNDER RECORDING NO. 20110106001100 (REF3)

LEGEND

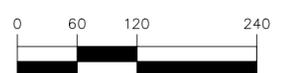
- SECTION CORNER POSITION (AS NOTED)
- QUARTER SECTION CORNER POSITION (AS NOTED)
- FOUND CENTERLINE MONUMENT OR PER PLATS OF THE TROSSACHS DIVISION 13 OR 14
- FOUND CORNER MARKER AS NOTED

SURVEYOR'S NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 1340575 DATED APRIL 17, 2012, AND SUPPLEMENTAL COMMITMENTS 1 AND 2, DATED AUGUST 20 AND OCTOBER 30 RESPECTIVELY. IN PREPARING THIS MAP, CORE DESIGN HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE CERTIFICATE. CORE DESIGN HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- ALL MONUMENTS SHOWN AS FOUND WERE VISITED THE WEEK OF JULY 19, 2011.
- ALL DISTANCES ARE IN FEET.
- PROPERTY AREA = 758,400± SQUARE FEET (17.4105± ACRES)
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- SECTION SUBDIVISION INFORMATION FROM THE TROSSACHS DIVISION NO. 1, VOL. 175 OF PLATS, PAGES 34-44.



SCALE: 1" = 120'



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TROSSACHS DIVISION 15

PORTIONS OF THE NW 1/4 & NE 1/4 OF THE SE 1/4 OF SECTION 1,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



SEE SHEET 7

SEE SHEET 6

LEGEND

- ⊕ FOUND MONUMENT AS NOTED.
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "38488" IN MONUMENT CASE.
- FOUND CORNER MARKER AS NOTED
- SET 1/2" REBAR W/YELLOW PLASTIC CAP STAMPED "CORE 38488"
- ⊗ SET TACK WITH WASHER STAMPED "CORE 38488" ON PROPERTY LINE EXTENDED, IN LIEU OF FRONT CORNER, AT 10.75' OFFSET TO FRONT CORNER, UNLESS SHOWN OTHERWISE.
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT
- P.S.W.E. PUBLIC SIDEWALK EASEMENT (SEE ESMT NOTE 4, SHEET 3)
- SPWSD UTILITY & S.P.W.S.D. ESMT. (SEE UTILITY EASEMENT PROVISION & WATER & SEWER EASEMENT PROVISION, SHEET 3)



SCALE: 1" = 50'



BUILDING SETBACK LINE NOTE:

SEE BUILDING SETBACK DETAIL ON SHEET 3 OF 8 FOR TYPICAL SETBACK REQUIREMENTS FOR LOTS 1 THROUGH 76, INCLUSIVE.



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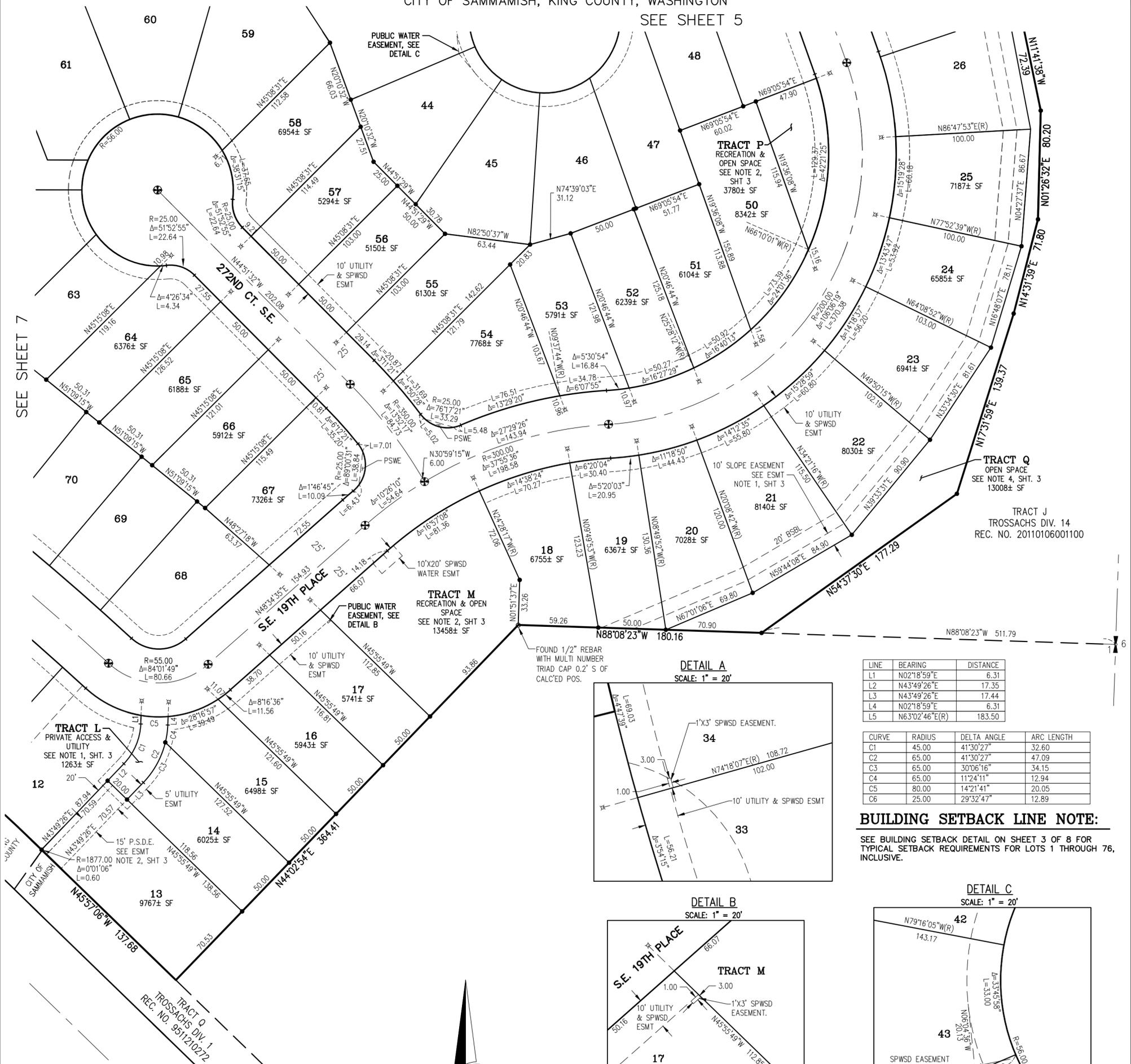
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SEE SHEET 5



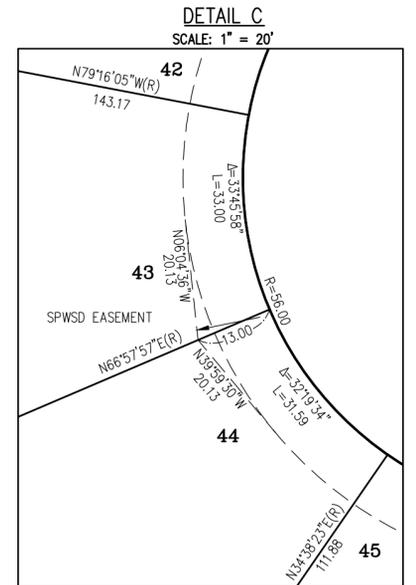
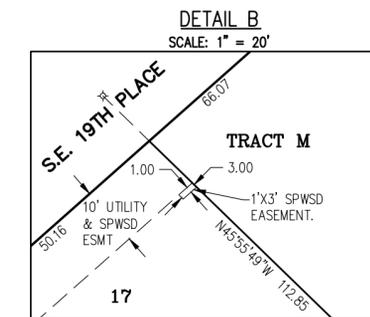
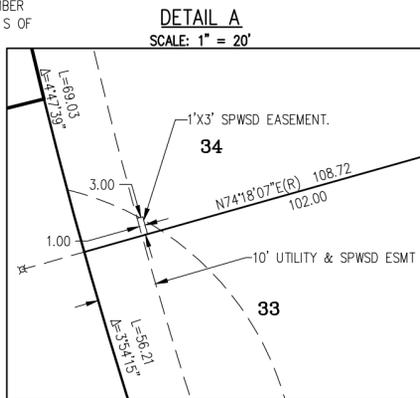
SEE SHEET 7

| LINE | BEARING | DISTANCE |
|------|----------------|----------|
| L1 | N02°18'59"E | 6.31 |
| L2 | N43°49'26"E | 17.35 |
| L3 | N43°49'26"E | 17.44 |
| L4 | N02°18'59"E | 6.31 |
| L5 | N63°02'46"E(R) | 183.50 |

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH |
|-------|--------|-------------|------------|
| C1 | 45.00 | 41°30'27" | 32.60 |
| C2 | 65.00 | 41°30'27" | 47.09 |
| C3 | 65.00 | 30°06'16" | 34.15 |
| C4 | 65.00 | 11°24'11" | 12.94 |
| C5 | 80.00 | 14°21'41" | 20.05 |
| C6 | 25.00 | 29°32'47" | 12.89 |

BUILDING SETBACK LINE NOTE:

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LEGEND

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SCALE: 1" = 50'



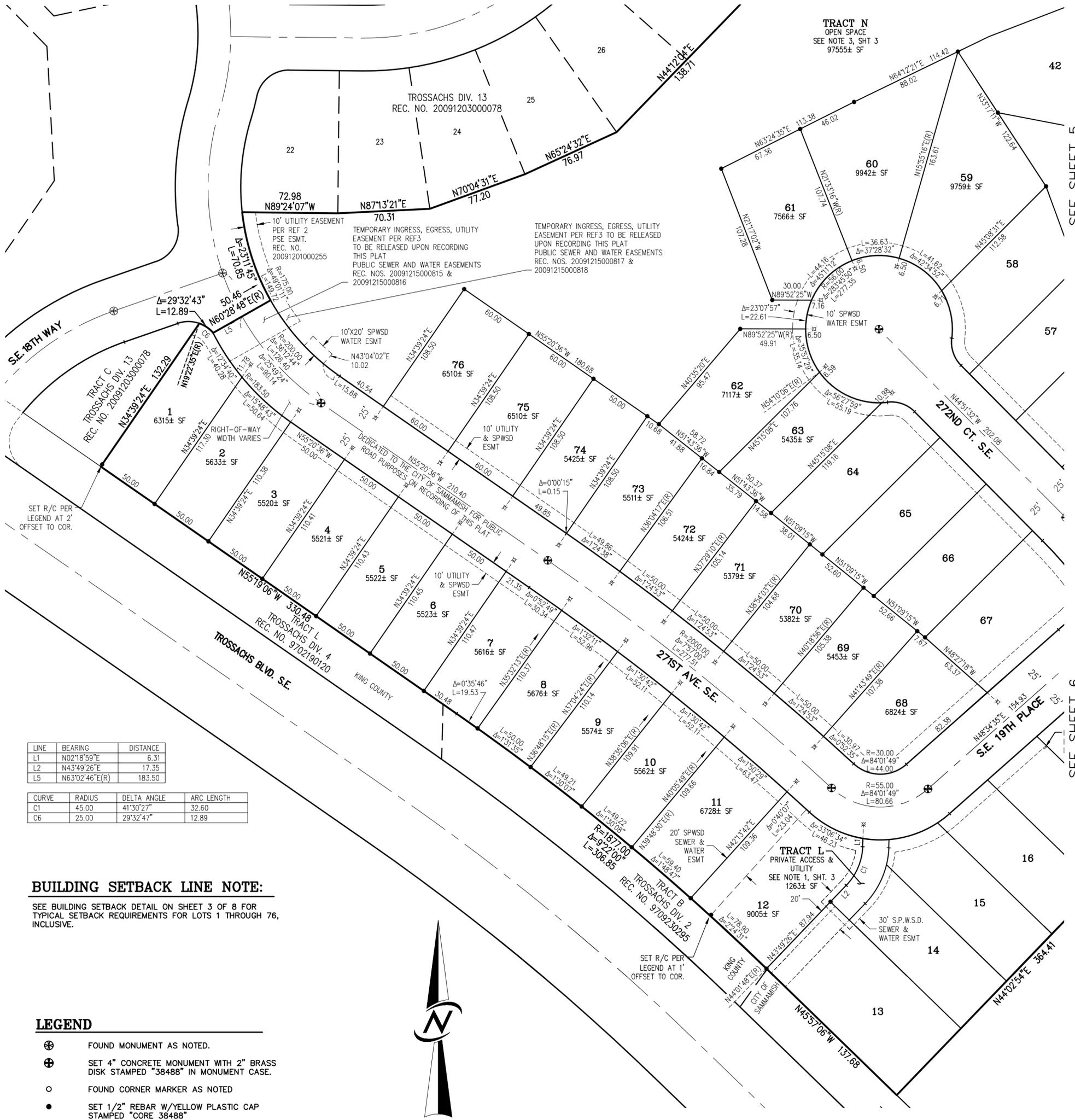
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TROSSACHS DIVISION 15

PORTIONS OF THE NW 1/4 & NE 1/4 OF THE SE 1/4 OF SECTION 1,
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CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



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SEE SHEET 5

SEE SHEET 6

VOL/PG



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 28, 2012

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Stirling Manor Subdivision of 16 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision
3. Matrix showing plat conditions and responses
4. Map of Final Plat

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Stirling Manor development is seeking to record the subdivision, which will create 16 additional single family lots.

Background:

Description:

The proposed final plat of Stirling Manor is the final phase of the subdivision process, which will result in the creation of 16 lots. The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on May 4, 2012.

The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat construction and clear and grade permit BLD2012-00346. The improvements have been substantially completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below).

The area of the site currently being subdivided is zoned Residential, 4 units per acre (R-4). The subject site is not constrained by critical areas. Access to the development is via 236th Avenue NE and NE 22nd Street.

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$261,278.50.



City Council Agenda Bill

Landscaping Bond:

The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of \$98,266.18.

Critical Areas Bonding:

Not applicable. There are no proposed impacts to critical areas requiring bonding.

Transportation Mitigation Fees:

The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of \$47,532.67. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$56,720 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded and will be met in a timely manner.

Financial Impact: N/A

Recommended Motions: Approve the 16-lot Stirling Manor subdivision, and authorize the mayor to sign the mylars for the final plat.

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2012-___

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF STIRLING MANOR**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Stirling Manor Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 16-lot plat of the Stirling Manor;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of May 4, 2012 for the preliminary plat of Stirling Manor.

Section 2. Grant of Approval. The City Council hereby grants final approval to the Stirling Manor (16-lots) plat.

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

CITY OF SAMMAMISH

Mayor Thomas T. 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:
Resolution No.:

November 29, 2012

DRAFT

**BEFORE the HEARING EXAMINER for the
CITY of SAMMAMISH**

DECISION

FILE NUMBER: PLN2011-00040

APPLICANT: Murray Franklyn Companies
ATTN: Mike Miller
14410 Bel-Red Road
Bellevue, WA 98007

TYPE OF CASE: Preliminary subdivision (*Stirling Manor*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: May 4, 2012

INTRODUCTION¹

Murray Franklyn Companies (Murray Franklyn) seeks preliminary approval of *Stirling Manor*, a 16 lot single-family residential subdivision of a 4.24 acre site zoned R-4.

Murray Franklyn filed a Base Land Use Application on October 7, 2011. (Exhibit 1²) On October 26, 2011, the Sammamish Department of Community Development (the Department) deemed the application to have been complete when filed. (Exhibit 9 and testimony)

The subject property occupies the northeast quadrant of the 236th Avenue NE/NE 22nd Street intersection.

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.
² Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

Exhibit 2

HEARING EXAMINER DECISION
RE: PLN2011-00040 (*Stirling Manor*)
May 4, 2012
Page 2 of 13

The Sammamish Hearing Examiner (Examiner) viewed the subject property on May 3, 2012.

The Examiner held an open record hearing on May 3, 2012. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 9)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The open record hearing was held on net review day 119. (Testimony) This Decision, being issued on net review day 120, meets SMC decision issuance requirements.

The following exhibits were entered into the hearing record during the hearing:

Exhibits 1 - 18: As enumerated in the Exhibit List in the case file
Exhibit 19: Departmental revision to Recommended Condition 6

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the SMC?

No testimony or evidence was entered into the record by the general public either in support of or in opposition to the application.

FINDINGS OF FACT

1. The *Stirling Manor* site is Lot B of a two-lot short subdivision recorded in 2004. Lot A of that short subdivision is the small "exception" in the southeast corner of the *Stirling Manor* site. The *Stirling Manor* site is undeveloped, exhibits a very gentle slope towards the southwest, is covered with overstory vegetation much of which has grown since the property was cleared in 1992, and is located within a Class 2 Critical Aquifer Recharge Area (CARA), but is otherwise unconstrained by environmentally critical areas. (Exhibits 2, 4, and 18)
2. The site is rectangular in shape, has approximately 640 feet of frontage on 236th Avenue NE, and 150 feet of frontage on NE 22nd Street. (Exhibits 2 and 15)
3. The site is bordered on its east by a tract which is about half the width of the subject property. (Exhibit 16) That tract has also been short subdivided. The two short subdivisions, which were

Exhibit 2

HEARING EXAMINER DECISION
RE: PLN2011-00040 (*Stirling Manor*)
May 4, 2012
Page 3 of 13

apparently processed concurrently, are mirror images of one another: Each has a small lot abutting NE 22nd Street near their common boundary line and a large residual lot to its north which abuts NE 22nd Street by a 30 foot wide panhandle, apparently encumbered by an easement benefiting the smaller lot. Each panhandle has a 30 foot radius return where it intersects NE 22nd Street. Each small lot contains a single-family residence which faces towards and takes access from a private road in the panhandles. The result is a 60 foot wide panhandle centered along their common boundary containing a short, shared private street, designed to facilitate construction of a standard public street at such time as the large residual lots are further subdivided. The City deferred frontage improvements to NE 22nd Street (apparently for up to about 10 years) when those short subdivisions were approved. The frontage improvements will have to be completed before the end of the deferral period. (Exhibit 7, p. 3, Finding of Fact 2.D)

4. The residual acreage tract to the east is the subject of a current short subdivision application (PLN2012-00066, *Cheetowoga*).³ (Exhibit 18, p. 2, Finding 6, and testimony)

To the east of the *Cheetowoga* tract lies the *Cornerstone* site. *Cornerstone* is a seven lot, single-family residential preliminary subdivision which was approved on March 6, 2009. (Exhibit 7)

5. The rear yards of three lots in the *Summer Ridge* subdivision abut the north line of the *Stirling Manor* site. (Exhibits 2 and 15)
6. The *Stirling Manor* property and the surrounding area are uniformly designated Urban Residential 4 du/acre on the City adopted Comprehensive Plan. (Exhibit 17)

The subject property and the entirety of the surrounding area are uniformly zoned R-4. (Exhibit 16) The R-4 zone permits a maximum density of 4 du/acre and requires a minimum lot width of 30 feet. [SMC 21A.25.030(A)] The maximum permitted yield for the *Stirling Manor* property, calculated in accordance with the requirements of SMC 21A.25.070 - .100 is 15.52 or 16 single-family lots. (Exhibit 1)

7. Murray Franklyn proposes to subdivide the subject property into 16 lots for single-family residences and two large tracts. Half of the lots will front on 236th Avenue NE; the other half will front on a half-street constructed along the east edge of the site. The proposed lots will range in area from about 7,300 square feet (SF) to about 11,000 SF.⁴ Tract A, in the southwest corner of the site, will contain the stormwater control vault, associated facilities, and a recreational area. Tract B, the 80 foot deep,

³ Given the size and dimensions of the adjacent tract, the area's zoning, and the fact that short subdivisions may contain up to nine lots, the Examiner guesses that *Cheetowoga* is an eight lot short subdivision.

⁴ Proposed Lots 1 – 3, 15, and 16 contain between two and four feet of unsuitable fill; Tract A may contain as much as 12 feet of unsuitable fill. (Exhibit 4, pp. 2 and 4) Excavation of two to four feet of unsuitable materials for foundation construction is not unusual. (Testimony) The vault in Tract A will require major excavation regardless of soil conditions. Further, the developer is well aware of the soil conditions in that area as reported in Exhibit 4.

Exhibit 2

HEARING EXAMINER DECISION
RE: PLN2011-00040 (*Stirling Manor*)
May 4, 2012
Page 4 of 13

half-acre strip across the north edge of the site, will be preserved as open space/tree retention. (Exhibit 2)

Murray Franklyn will be required to complete its portion of the deferred frontage improvements from the earlier short subdivision, including in front of the exception. (Exhibit 2 and testimony) The City is seeking financial compensation from the owner of the “exception” parcel under the terms of the frontage improvements deferral. Funds obtained will be applied as a credit against street mitigation payments by Murray Franklyn. (Testimony)

8. A number of east-west ingress-egress easements were created in this area in or around 1956 by the then land owners. The north 30 feet of the *Stirling Manor* and *Cornerstone* sites are encumbered by one of those easements. Nothing has ever been developed in that easement. (Exhibit 7, p. 4, Finding of Fact 3, and Exhibit 18, Finding 7)

Cornerstone was conditioned to require relinquishment of the easement prior to recordation of the final plat. (Exhibit 7, p. 17, Condition 4) Murray Franklyn is prepared to record a similar relinquishment document prior to recordation of *Stirling Manor*. (Testimony)

9. The record contains evidence that appropriate provisions have been made for:
 - A. Open space. The SMC requires that 6,240 SF of open space be provided. Over 36,000 SF of the site will be set aside as open space, a combination of tree protection in Tract B and recreation above the vault in Tract A. (Exhibit 2)
 - B. Drainage ways. The site’s soils have been studied and found to be not generally acceptable for stormwater infiltration. That being the case, stormwater will be collected and transported to a detention vault beneath Tract A. (Exhibits 2 and 6) The proposal conforms with applicable regulations. (Exhibit 18)
 - C. Streets and roads. Neither frontage street is classified as an arterial. (Exhibit 18, p. 4, Findings 22 and 23) A half-street will be constructed along the east side of the subdivision (the other half to be constructed by the abutting short subdivider) and frontage improvements for 236th Avenue NE and NE 22nd Street will be provided as required by the City’s Interim Public Works Standards (PWS). (Exhibit 2)

The City has granted a Certificate of Concurrency to *Stirling Manor*. (Exhibit 14)

- D. Alleys. The design does not employ alleys. (Exhibit 2)
- E. Other public ways. No need for other public ways within the subdivision exists. (Exhibit 2) In fact, it would appear that King County and/or the City have turned their back on the northerly of the three ingress and egress easements created in 1956: No area subdivision

Exhibit 2

HEARING EXAMINER DECISION
RE: PLN2011-00040 (*Stirling Manor*)
May 4, 2012
Page 5 of 13

encumbered by that easement made any effort to create a public street along that alignment. (Exhibit 7, p. 7, Finding of Fact 9.E)

- F. Transit stops. The record contains no request for transit stops.
- G. Potable water supply. The Northeast Sammamish Sewer & Water District issued a Certificate of Water Availability for *Stirling Manor* on September 8, 2011, which is valid for one year from that date. (Exhibit 12)
- H. Sanitary wastes. The Northeast Sammamish Sewer & Water District issued a Certificate of Sewer Availability for *Stirling Manor* on September 8, 2011, which is valid for one year from that date. (Exhibit 13)
- I. Parks and recreation. The proposed design includes an active recreation area (Tract A) meeting City code requirements. (Exhibits 2 and 18) Park impact mitigation fees will have to be paid when the lots are developed. (Exhibit 18)
- J. Playgrounds. See Finding 9.I, above.
- K. Schools and schoolgrounds. The property is located within the Lake Washington School District (School District). The School District has not requested any area for schools. (Exhibit 10) School impact mitigation fees will have to be paid when the lots are developed. (Exhibit 18)
- L. Safe walking conditions for students who only walk to and from school. Elementary age students will attend the McAuliffe School, diagonally across NE 22nd Street. *Stirling Manor's* required frontage improvements will include sidewalks across the width of the property which will connect to a wide, flat shoulder across the adjoining property and then to an existing sidewalk system extending east to a marked crosswalk. (Exhibits 2 and 7)

Junior high age students will attend Inglewood School. (Exhibit 10) Pedestrian walkways exist between the *Stirling Manor* site and Inglewood. (Testimony)

High school age students will be bussed to Eastlake High School. (Exhibit 10)

- 10. Sammamish's State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Stirling Manor* on April 5, 2012. (Exhibit 5) The DNS was not appealed. (Testimony)
- 11. The Department has analyzed the proposal and concludes that it complies with all applicable standards. Therefore, the Department recommends approval subject to conditions. The Department made the following corrections to its report during the hearing:

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- A. Page 1, Title block: The file number is PLN2011-00040, not PLN20011-00040. (Testimony)
 - B. Page 7, Recommended Condition 6: The Department presented a replacement Recommended Condition 6. (Exhibit 19)
12. Murray Franklyn concurs in the Department's report and Recommended Conditions, as revised by Exhibit 19. (Testimony)
13. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ⁵

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other

⁵ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

- (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- (2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on October 7, 2011.

Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof.

Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

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1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Stirling Manor* is an uncontested case.
2. As was the case with *Cornerstone*, the easement along the north edge of the property is the only issue of significant concern. The Examiner analyzed the situation in depth in the *Cornerstone* Decision. (Exhibit 7, pp. 10 and 11, Conclusion of Law 2) That analysis also applies here; the conclusion reached there also applies here.
3. From all of the above, the Examiner can conclude that *Stirling Manor* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
4. Given all the evidence in the record, the Examiner can conclude that *Stirling Manor* complies with the review criteria of SMC 20.10.220. This is truly infill development, notwithstanding the acreage tract bordering on the east. It is infill because the area's development pattern was essentially determined when *Summer Ridge* to the north was platted and the prior short subdivisions were approved with provision for a public street running along their common property line. The proposed subdivision allows development at the density expected under the Comprehensive Plan, completes the development pattern established by the short subdivisions, and will serve the public use and interest.
5. The recommended conditions of approval as set forth in Exhibit 18 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. Recommended Condition 3 will be moved to become the first condition and will be slightly modified. It is appropriate that it be the first condition as it specifically identifies that which is being given preliminary plat approval. It will be modified to indicate that Exhibit 2 represents not only the approved preliminary plat but also supporting plans (such as tree retention, drainage, clearing and grading, etc.). Finally, a sentence will be added to remind the reader that preliminary plats may be revised if certain procedures are followed as spelled out in the SMC.
 - B. Recommended Condition 6 will be replaced with the alternative as proposed by the Department. (Exhibit 19)
 - C. A very pertinent question was asked during the *Cornerstone* hearing: Since water and sewer commitment certificates are by their own terms valid for only one year and since an approved preliminary plat is valid for seven years, what assurance is there that adequate water and sewer service will be available if the plat is developed and recorded after the current certificates expire in one year? ⁶

⁶ This is a paraphrasing of the question, updated to reflect current preliminary subdivision approval time limits.

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The Examiner addressed that question as follows in the *Cornerstone* Decision:

At the time, the Examiner had no answer for the question. Upon reflection, the Examiner remembered that other jurisdictions have addressed the issue. One city for which the Examiner provides hearing services asks the Examiner to impose the following condition on every preliminary subdivision approval: “The Developer shall submit a new certificate for the availability of water (sewer) if the current certificate, dated X, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.”

That type of condition recognizes that the current certificates show that at present the system purveyors have capability to provide both water and sewer services to the proposed development, but requires that they be updated before actual development commences if they have expired in the interim. That type of condition would be an appropriate addition to this (and future) preliminary subdivision approval decisions.

(Exhibit 7, pp. 12 and 13, Conclusion of Law 5.C, underlining added) Appropriate conditions will be added to this Decision in keeping with that Conclusion of Law.

- D. The Examiner prefers not to use the word “Applicant” in conditions. A preliminary subdivision approval, like most land use entitlement permits, runs with the land. That means that whoever owns the land benefits from the permit during its term. It is possible that Murray Franklyn may sell the property before it is developed. In fact, it could, in theory, be sold multiple times before actual development occurred. Were that to be the case, the ultimate developer would not be the current “applicant.” Lest a future owner try to argue that he/she was not the applicant and, therefore, the conditions which require the applicant to do something didn’t apply to him/her, the Examiner prefers to use the word “Plattor” (meaning the person platting the property) or “Developer” (meaning the person developing the property) in conditions instead of “Applicant.” In previous preliminary subdivision cases which this Examiner has heard for the City, the word used was “Developer.” The Examiner will substitute that word throughout the conditions of approval here.
- E. An easement “relinquishment” condition will be added for the reasons discussed above.
- F. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 2, 4, 5, and 14 - 17 will improve parallel construction, clarity, and flow within the conditions.⁷ Such changes will be made.

⁷ The ending punctuation mark for many of the Recommended Conditions is a semi-colon. Those will all be replaced with periods although not individually listed in this sentence.

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6. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Stirling Manor* **SUBJECT TO THE ATTACHED CONDITIONS**.

Decision issued May 4, 2012.

\s\ John E. Galt (Signed original in official file)

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ⁸

Mike Miller
Tawni Dalziel

Evan Maxim

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

NOTICE of RIGHT of JUDICIAL REVIEW

⁸ The official Parties of Record register is maintained by the City's Hearing Clerk.

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This Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: “Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.”

CONDITIONS OF APPROVAL *Stirling Manor* **PLN2011-00040**

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the Standard Engineering Requirements as set forth in hearing Exhibit 8, and the following special conditions:

1. Exhibit 2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Pursuant to RCW 58.17.170 the Developer shall comply with all county, state, and federal rules and regulations in effect on October 7, 2011, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Developer may file for an extension as permitted by code.
4. Prior to final plat approval, the owner(s) shall record with King County an easement relinquishment document against the subject property which shall relinquish, release, terminate, and abandon any and all rights and interest which the subject property has in that certain ingress and egress easement presently encumbering the north 30 feet of the subject property. The relinquishment document shall be reviewed and approved both as to form and as to substantive adequacy by the City Attorney prior to its recordation.

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5. The Developer shall submit a new certificate for the availability of water if the current certificate, dated September 8, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.
6. The Developer shall submit a new certificate for the availability of sewer if the current certificate, dated September 8, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.
7. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Developer shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.
8. The Developer or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208.

Conditions to appear on the face of the final plat:

9. Unless stormwater vault location is modified during final engineering, include the following language:

“Recreation Tract A shall be owned by the Homeowners Association. An easement shall be provided to the City allowing access, inspection, maintenance, and repair of the stormwater facilities within Tract A.”
10. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
11. *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated pipe tightline as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.”*
12. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.”*

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13. The Developer shall comply with RCW 58.17.280, providing the appropriate “*addressing note*” with address ranges being on the final plat.
14. “*Maintenance of landscape strips along NE 22nd Street, 236th Avenue NE, and the internal plat roads shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.*”
15. If applicable, “*Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.*”
16. “*Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.*”
17. The Developer shall include a note regarding the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.
18. “*The proposed subdivision is subject to school impact fees for the Lake Washington School District, consistent with Chapter 21A.105 SMC. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee.*”
19. “*The proposed subdivision is subject to parks impact fees, consistent with Chapter 14A.20 SMC, which shall be paid at the time of building permit issuance together with an administrative fee.*”
20. “*Pursuant to City of Sammamish Ordinance No. O2002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.*”

Exhibit 3



Date: 11.8.12
 Permit No: PLN2011-00040
 Reviewer:

0072.00020.000

| Comment No. | Hearing Examiner Condition | Response |
|-------------|---|--|
| 1 | Exhibit 2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040. | The developer will comply with the provisions set forth in SMC 19A.12.040 |
| 2 | Pursuant to RCW 58.17.170 the Developer shall comply with all county, state, and federal rules and regulations in effect on October 7th, 2011, the vesting date of the subject application. However if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended. | The developer will comply with all county, state, and federal regulations in effect on October 7th, 2011. |
| 3 | Pursuant to chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the developer may file for an extension as permitted by code. | The developer will comply with chapter 19A.12 SMC |
| 4 | Prior to final plat approval, the owner(s) shall record with King County an easement relinquishment document against the subject property which shall relinquish, release, terminate and abandon any and all rights and interest which the subject property has in that certain ingress and egress easement presently encumbering the north 30 feet of the subject property. The relinquishment document shall be reviewed and approved both as to form and as to substantive adequacy by the City Attorney prior to its recordation. | The developer will relinquish all necessary easements prior to recording. |
| 5 | The Developer shall submit a new certificate for the availability of water if the current certificate, dated September 8, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed developer extension agreement. | Copy of Executed Developer Extension Agreement provided |
| 6 | The Developer shall submit a new certificate for the availability of sewer if the current certificate, dated September 8, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed developer extension agreement. | Copy of Executed Developer Extension Agreement provided |
| 7 | For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Developer shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC. | The developer will provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). |
| 8 | The Developer or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208. | The developer and/or subsequent owners will pay traffic impact fees at the time of building permit issuance. |
| 9 | Unless stormwater vault location is modified during final engineering, include the following language: "Recreation Tract A shall be owned by the Homeowners Association. An easement shall be provided to the City allowing access, inspection, maintenance, and repair of the stormwater facilities within Tract A." | See Note 1, Sheet 2. |
| 10 | "METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED." | See Note 4. Sheet 2. |

Exhibit 3

| | | |
|----|--|---|
| 11 | "ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET VIA PERFORATED PIPE TIGHTLINE AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH." | See Note 5, Sheet 2. |
| 12 | "NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS." | See Note 6, Sheet 2. |
| 13 | The Developer shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat. | See Note 7, Sheet 2. (Ranges not yet available, will be added prior to recording.) |
| 14 | "MAINTENANCE OF LANDSCAPE STRIPS ALONG NE 22ND STREET, 236TH AVENUE NE, AND THE INTERNAL PLAT ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT." | See Note 8, Sheet 2. |
| 15 | If applicable, "MAINTENANCE OF LANDSCAPING STRIPS ALONG THE STORMWATER POND PERIMETER OTHER THAN THE INTERIOR POND EMBANKMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION." | See Note 9, Sheet 2. |
| 16 | "TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240." | See Note 10, Sheet 2. |
| 17 | The developer shall include a note regarding the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval. | See Note 11, Sheet 2. |
| 18 | "THE PROPOSED SUBDIVISION IS SUBJECT TO SCHOOL IMPACT FEES FOR THE LAKE WASHINGTON SCHOOL DISTRICT, CONSISTENT WITH CHAPTER 21A.105 SMC. AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL PAY ONE HALF OF THE REQUIRED SCHOOL IMPACT FEE, TOGETHER WITH AN ADMINISTRATIVE FEE." | See Note 12, Sheet 2. |
| 19 | "THE PROPOSED SUBDIVISION IS SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH CHAPTER 14A.20 SMC, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE TOGETHER WITH AN ADMINISTRATIVE FEE." | See Note 13, Sheet 2. |
| 20 | "PURSUANT TO CITY OF SAMMAMISH ORDINANCE NO. O2002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT." | See Note 14, Sheet 2. |

STIRLING MANOR

A PORTION OF THE NW 1/4, OF THE NE 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

LOT B, CITY OF SAMMAMISH SHORT PLAT NUMBER SHP002003, RECORDED UNDER RECORDING NUMBER 20040729900011, IN KING COUNTY, WASHINGTON.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS.

CHARLES LEE DAILY

THOMAS LEE DAILY

FIRST-CITIZENS BANK & TRUST COMPANY,
A NORTH CAROLINA CORPORATION

WASHINGTON TRUST BANK, A WASHINGTON CORPORATION

OAKCREST HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT CHARLES LEE DAILY IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (HE, SHE, THEY) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THOMAS LEE DAILY IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (HE, SHE, THEY) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

STATE OF _____)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF FIRST-CITIZENS BANK & TRUST COMPANY, A NORTH CAROLINA CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF WASHINGTON TRUST BANK, A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF OAKCREST HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

APPROVALS

EXAMINED AND APPROVED PER S.M.C. 19A.16 THIS _____ DAY OF _____ 20____.

DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

CITY ENGINEER
CITY OF SAMMAMISH

MAYOR
CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

KING COUNTY TAX ACCOUNT NUMBER(S) 272506-9076

KING COUNTY FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE ARE PAID IN FULL THIS _____ DAY OF _____ 20____.

MANAGER, KING COUNTY OFFICE OF FINANCE

DEPUTY

RESTRICTIONS OF RECORD

- THIS SITE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 4708114. SAID EASEMENT IS A RE-RECORDING OF EASEMENT RECORDED UNDER RECORDING NUMBER 4705330. EASEMENT IS PARTIALLY RELINQUISHED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 9811022166 THROUGH 9811022175. TO BE RELEASED PRIOR TO RECORDING. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS AS SET FORTH IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 3814579. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON SHORT PLAT RECORDED UNDER RECORDING NUMBER 20040729900011. NO PLOTTABLE ELEMENTS EXIST ON THE SHORT PLAT.
- THIS SITE IS SUBJECT TO DEVELOPER EXTENSION AGREEMENT REGARDING REIMBURSEMENT FOR SEWER SYSTEM FACILITIES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 9402031300. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS AS GRANTED IN DEED RECORDED UNDER RECORDING NUMBER 9809170901.
- THIS SITE IS SUBJECT TO TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES AS RECORDED UNDER RECORDING NUMBER 20000406000263. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO AN UNRECORDED PURCHASE AND SALE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20050728002139, AND ASSIGNMENT THEREOF AS RECORDED UNDER RECORDING NUMBER 20050728002139. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO JUDGEMENT NUMBER 11-9-24637-5 AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20110818000156. NOT PLOTTED HEREON.
- THIS SITE IS SUBJECT TO A SUBORDINATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20120702001123.
- THIS SITE IS SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY FOR GAS AND ELECTRIC DISTRIBUTION AND TRANSMISSION FACILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120913000297.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT OF STIRLING MANOR CORRECTLY REPRESENTS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF THE PLATTING REGULATIONS.

KEVIN J. VANDERZANDEN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 30427



RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ M.,

IN VOL. _____ OF PLATS, AT PAGE _____ AT THE REQUEST OF THE CITY OF SAMMAMISH.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS



14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING • PLANNING • SURVEYING

JOB NO. 11062

STIRLING MANOR

A PORTION OF THE NW 1/4, OF THE NE 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

NOTES

- TRACT A, A RECREATION AND STORMWATER COMBINED WET VAULT/DETENTION TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES WITH THE EXCEPTION OF THE STORMWATER FACILITIES, TO THE STIRLING MANOR HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE STIRLING MANOR HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 16 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE FACILITIES WITHIN SAID TRACT WITH THE EXCEPTION OF THE STORMWATER FACILITIES. FURTHERMORE AN EASEMENT OVER, UNDER, AND ACROSS TRACT A IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE, AND REPAIR OF THE STORMWATER FACILITIES WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC STORMWATER FACILITIES LYING WITHIN SAID TRACT.
- TRACT B, AN OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE STIRLING MANOR HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE STIRLING MANOR HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 16 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT C, A JOINT USE DRIVEWAY TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE OWNERS OF LOTS 7 AND 8 IN COMMON UPON THE RECORDING OF THIS PLAT. FURTHERMORE A PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED TO ALL THE OWNERS OF ALL LOTS IN THIS SUBDIVISION OVER TRACT C FOR INGRESS AND EGRESS TO TRACT B.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET VIA PERFORATED PIPE TIGHTLINE AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 2202 TO 2377 ON 237TH PLACE NORTHEAST, 2238 TO 2328 ON 236TH AVENUE NORTHEAST. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO EACH RESIDENCE AT THE TIME OF BUILDING PERMIT ISSUANCE.
- MAINTENANCE OF LANDSCAPE STRIPS ALONG NE 22ND STREET, 236TH AVENUE NE, AND THE INTERNAL PLAT ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJOINING PROPERTY OWNER. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
- TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.
- AT THE TIME OF FINAL PLAT, THIRTY PERCENT (30%) OF THE REQUIRED TRAFFIC IMPACT FEES WERE PAID CONSISTENT WITH THE PROVISIONS OF SMC 14A.15. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.
- FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, TOGETHER WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH.
- THE PROPOSED SUBDIVISION IS SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH CHAPTER 14A.20 SMC, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE TOGETHER WITH AN ADMINISTRATIVE FEE.
- PURSUANT TO CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- THE STIRLING MANOR HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON OCTOBER 8, 2012. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STIRLING MANOR, RECORDED UNDER KING COUNTY RECORDING NUMBER _____.
- MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES.

HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER, UNDER, ACROSS AND UPON TRACT C, A PORTION OF LOTS 6 AND 7 AS SHOWN HEREON, AND THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, OF ALL LOTS AND TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACTS C (PUBLIC EMERGENCY VEHICLE AND PEDESTRIAN ACCESS AND UTILITIES) THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO PLACEMENT OF THE WATER OR SEWER.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

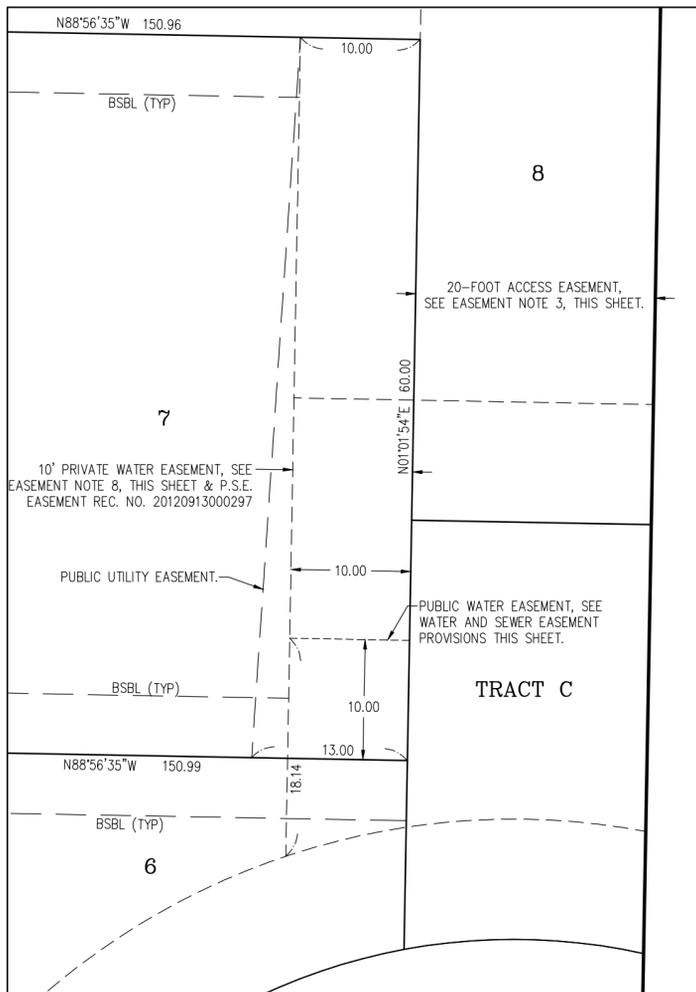
THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

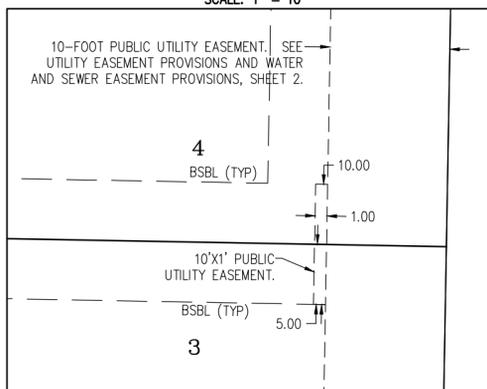
EASEMENT NOTES

- THE 10-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ACROSS TRACT A IS FOR THE BENEFIT OF LOT 16. THE OWNERS OF LOT 16 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE DRAINAGE FACILITIES LYING WITHIN SAID EASEMENT.
- THE 15-FOOT PRIVATE DRAINAGE EASEMENT SHOWN ACROSS LOTS 9 THROUGH 16 AND TRACT A IS FOR THE BENEFIT OF LOTS 1 THROUGH 16. THE OWNERS OF LOTS 1 THROUGH 16 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 20-FOOT ACCESS EASEMENT SHOWN ACROSS LOT 8 IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION FOR PEDESTRIAN INGRESS AND EGRESS TO TRACT B. MAINTENANCE OF THE ROAD SURFACE WITHIN THE EASEMENT SHALL BE THE RESPONSIBILITY OF LOT 8.
- THE EMERGENCY VEHICLE TURNAROUND EASEMENT SHOWN ACROSS LOTS 5, 6, 7, AND TRACT C IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH UNTIL SUCH TIME AS THE CUL-DE-SAC IS FULLY CONSTRUCTED AND ACCEPTED BY THE CITY AS COMPLETED.
- THE 15-FOOT PRIVATE SEWER EASEMENT SHOWN ACROSS LOT 14 IS FOR THE BENEFIT OF LOT 15. THE OWNERS OF LOT 15 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SEWER FACILITIES LYING WITHIN SAID EASEMENT.
- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ACROSS LOTS 1 AND 2 IS FOR THE BENEFIT OF LOTS 2 AND 3. THE OWNERS OF LOTS 1 THROUGH 3 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ACROSS LOT 4 IS FOR THE BENEFIT OF LOT 5. THE OWNERS OF LOTS 4 AND 5 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT AND SHALL SHARE EQUALLY IN THE COST OF MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10-FOOT PRIVATE WATER EASEMENT SHOWN ACROSS LOT 7 IS FOR THE BENEFIT OF LOT 8. THE OWNERS OF LOT 8 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE FACILITIES LYING WITHIN SAID EASEMENT.
- NO STRUCTURES MAY BE CONSTRUCTED WITHIN ANY EASEMENT AREA.

DETAIL A
SCALE: 1" = 10'



DETAIL B
SCALE: 1" = 10'



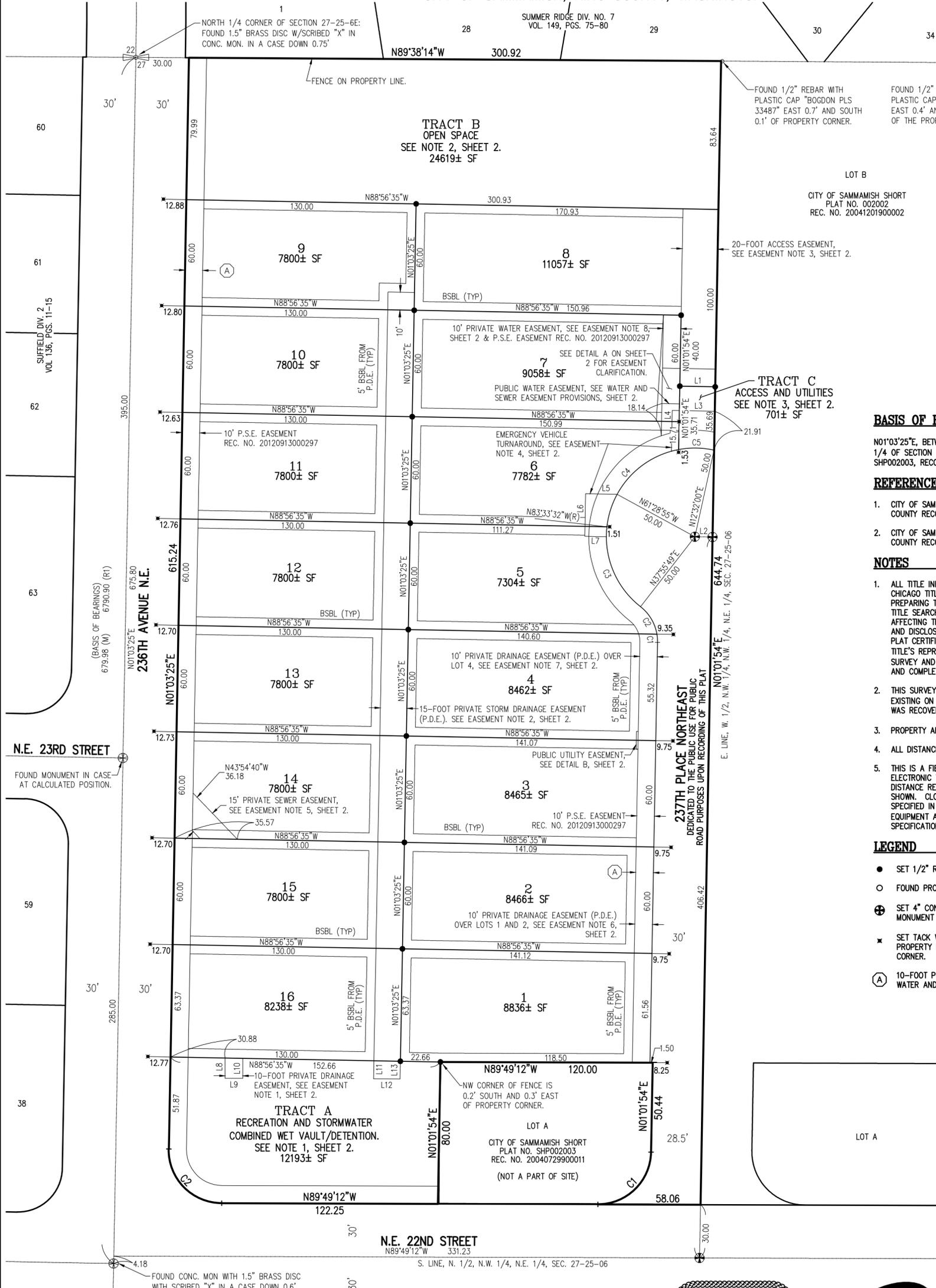
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JOB NO. 11062

STIRLING MANOR

A PORTION OF THE NW 1/4, OF THE NE 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



SCALE: 1" = 40'



BASIS OF BEARINGS

N01°03'25"E, BETWEEN MONUMENTS FOUND ALONG THE WEST LINE OF THE N.W. 1/4 OF SECTION 27-25-06 PER CITY OF SAMMAMISH SHORT PLAT NO. SHP002003, RECORDED UNDER KING COUNTY RECORDING NO. 20040729900011.

REFERENCES

- CITY OF SAMMAMISH SHORT PLAT NO. SHP002003, RECORDED UNDER KING COUNTY RECORDING NO. 20040729900011.
- CITY OF SAMMAMISH SHORT PLAT NO. L98S0036, RECORDED UNDER KING COUNTY RECORDING NO. 20021120900011.

NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE COMPANY PLAT CERTIFICATE ORDER NO. 1330730. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE INSURANCE COMPANY PLAT CERTIFICATE. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON AUGUST 17, 2011. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN AUGUST, 2011.
- PROPERTY AREA = 184,623± SQUARE FEET (4.2384± ACRES).
- ALL DISTANCES ARE IN FEET.
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

LEGEND

- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 38488"
- FOUND PROPERTY CORNER AS NOTED.
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "38488" IN MONUMENT CASE.
- ✱ SET TACK WITH WASHER STAMPED "CORE 38488" ON EXTENSION OF PROPERTY LINE IN LIEU OF FRONT CORNER AT NOTED DISTANCE FROM CORNER.
- Ⓐ 10-FOOT PUBLIC UTILITY EASEMENT. SEE UTILITY EASEMENT PROVISIONS AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 2.

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N88°56'35"W | 20.00 |
| L2 | N88°58'06"W | 9.97 |
| L3 | N88°47'11"W | 24.00 |
| L4 | N01°12'49"E | 23.01 |
| L5 | N88°47'11"W | 17.83 |
| L6 | N01°12'49"E | 24.00 |
| L7 | N88°47'11"W | 12.27 |
| L8 | N00°10'48"E | 11.45 |
| L9 | N89°49'12"W | 10.00 |
| L10 | N00°10'48"E | 11.30 |
| L11 | N01°03'25"E | 10.17 |
| L12 | N89°49'12"W | 15.00 |
| L13 | N01°03'25"E | 9.94 |

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH |
|-------|--------|-------------|------------|
| C1 | 30.00 | 89°08'54" | 46.68 |
| C2 | 30.00 | 90°52'37" | 47.58 |
| C3 | 50.00 | 58°30'39" | 51.06 |
| C4 | 50.00 | 73°01'05" | 63.72 |
| C5 | 50.00 | 23°04'26" | 20.14 |
| C6 | 25.00 | 10°47'06" | 4.71 |
| C7 | 25.00 | 42°18'58" | 18.46 |



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Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING • PLANNING • SURVEYING

JOB NO. 11062

STIRLING MANOR

A PORTION OF THE NW 1/4, OF THE NE 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

SUMMER RIDGE DIV. NO. 7
VOL. 149, PGS. 75-80

60

61

SUFFIELD DIV. 2
VOL. 136, PGS. 11-15

62

63

NE 23RD STREET

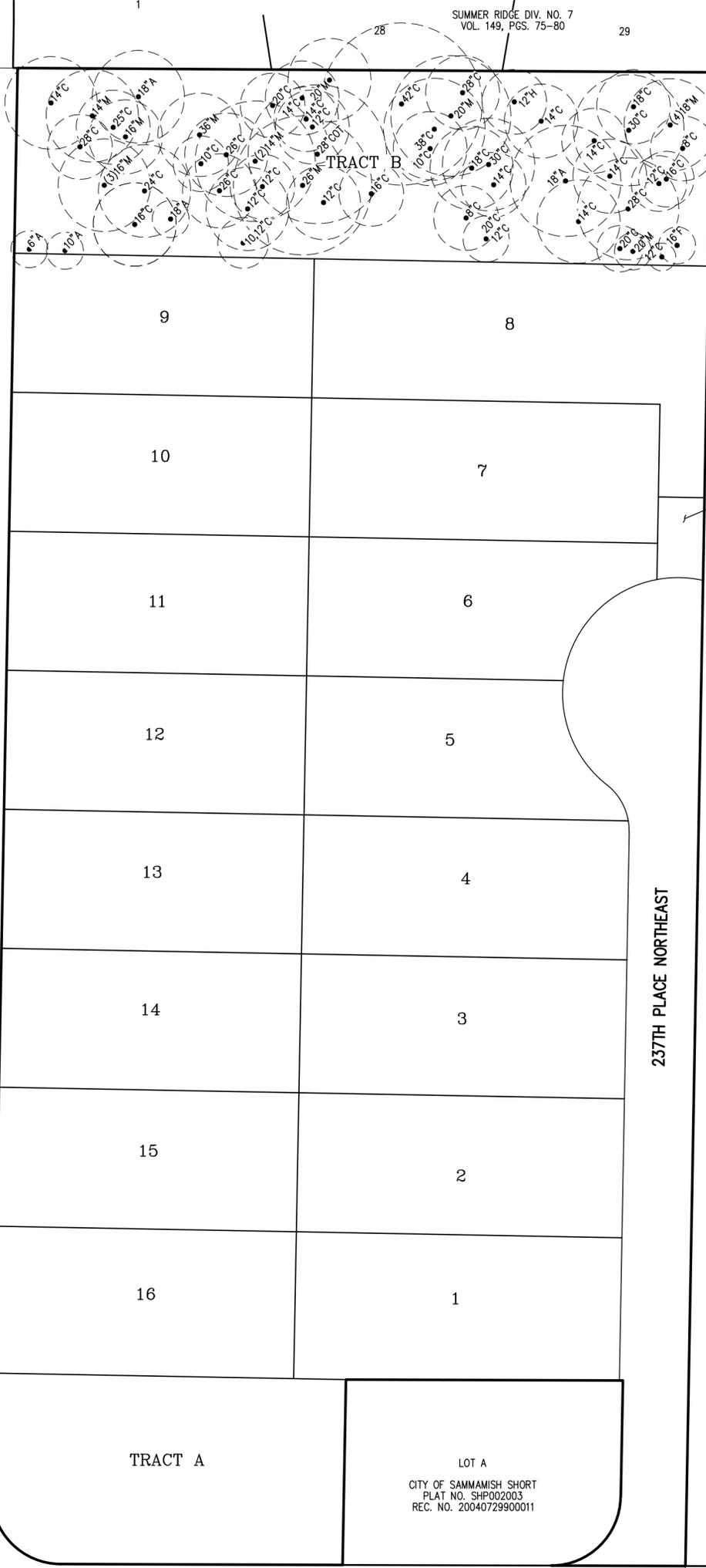
59

38

236TH AVENUE N.E.

N.E. 22ND STREET

237TH PLACE NORTHEAST



LOT B
CITY OF SAMMAMISH SHORT
PLAT NO. 002002
REC. NO. 20041201900002

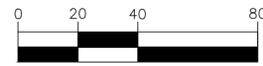
TRACT C

LOT A
CITY OF SAMMAMISH SHORT
PLAT NO. SHP002003
REC. NO. 20040729900011

LOT A



SCALE: 1" = 40'



TREE RETENTION NOTE

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY. SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.

LEGEND

- TREES TO BE SAVED (WITH TYPE AND TRUNK DIAMETER IN INCHES)
- A ALDER
- C CEDAR
- COT COTTONWOOD
- H HEMLOCK
- M MAPLE
- TREE DRIPLINE



ENGINEERING • PLANNING • SURVEYING

JOB NO. 11062

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 6, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Custodial Services for City of Sammamish Parks and Facilities

Action Required: Authorize the City Manager to execute a contract with Advantage Building Services to provide custodial services for city parks and facilities.

Exhibits: 1. Contract

Budget: \$53,000 is allocated in the 2013 Parks Resource Management Budget for custodial services at parks. \$82,000 is allocated in the 2013 Facilities Budget for custodial services at city facilities.

Summary Statement:

Custodial services for city parks and facilities were identified in the 2013-14 budget to be performed by contract.

A request for proposals (RFP) was issued on October 31, 2011 for custodial services for city parks and facilities. A total of five (5) firms responded to the RFP. Advantage Building Services (ABS) was identified as the lowest responsible bidder. Per the original request for proposals, this contract may be renewed at the City's option for up to three (3) additional one year terms. This is the first renewal allowed under the original contract.

Under this contract ABS will provide custodial services for Beaver Lake Park, the Beaver Lake Lodge, Beaver Lake Preserve, the Beaver Lake Maintenance Shop, City Hall, the Maintenance and Operations Center, East Sammamish Park, Eastlake High School Community Fields, Ebright Creek Park, Evans Creek Preserve, Pine Lake Park, Sammamish Commons, and Skyline High School Community Fields.

Background:

In general, the scope of work for this contract is very similar to years past with a few exceptions including the addition of the King County Sheriff's Office, and minor cleaning of the unoccupied space upstairs at City Hall. A number of other minor adjustments (increases or in some cases decreases in type of service or frequency of service) were made to address the ever-changing maintenance needs of parks and facilities.



City Council Agenda Bill

A three-year financial history for contracted custodial services is provided below.

| Year | Parks | Facilities | Total |
|----------------|-------------------------------------|------------|------------------|
| 2013 (current) | Parks & Facilities Contracts Merged | | \$118,028 |
| 2012 | Parks & Facilities Contracts Merged | | \$108,695 |
| 2011 | \$47,745 | \$55,800 | \$103,545 |
| 2010 | \$51,410 | \$65,015 | \$116,425 |
| 2009 | \$48,010 | \$60,198 | \$108,208 |

Despite an overall increase in the scope of work for the 2013 contract, the total contract amount closely aligns with historical expenditures for similar services.

In addition to the base contract, approval of a management reserve in the amount of \$15,000 is being requested to cover additional custodial services that may be needed throughout the year. Additional custodial services are often needed during periods of increased park and facility use, during special events, on days when multiple rental groups have reserved a facility, or for emergency purposes such as cleaning up vandalism in a park restroom.

Financial Impact:

The total requested authorization amount is \$133,028.64. This includes a contract with ABS for custodial services for city parks and facilities in the amount of \$118,028.64. The additional amount of \$15,000.00 is a management reserve to be used by written authorization to cover additional custodial services for parks and facilities.

\$53,000 is allocated in the 2013 Parks Resource Management Budget for custodial services at parks. \$82,000 is allocated in the 2013 Facilities Budget for custodial services at city facilities. A total of \$135,000 is allocated between the two budgets.

Recommended Motion:

Authorize the City Manager to execute a contract with Advantage Building Services for \$118,028.64 to provide custodial services for City parks and facilities plus authorize a management reserve fund in the amount of \$15,000 for a total not to exceed contract amount of \$ 133,028.64.



SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Advantage Building Services
Project: Custodial Services for City Parks and Facilities
Commencing: January 1, 2013
Terminating: December 31 2013
Amount: \$118,028.64 WSST does not apply

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Advantage Building Services,(the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Custodial Services for City Parks and Facilities and

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

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

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

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

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

Exhibit 1

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

Exhibit 1

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

Exhibit 1

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

11. Duration. This contract may be renewed at the City's option for one (1) additional one (1) year term. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index – Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. 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.

20. 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:

TO CONTRACTOR:

City of Sammamish, and

Contractor:
Advantage Building Services

Contact Name: Mike Keller

Contact Name: Attn: Dan Pankevich

Street Address: 801 228th Avenue SE

Street Address: 632 107th Place SE.

City, State, Zip: Sammamish, WA 98075

City, State, Zip: Everett, WA 98208

Phone: (425) 295-0500

Phone: (425) 355-9287

Contact email: mkeller@ci.sammamish.wa.us

Contact email: Dan@ABServices.us

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: Mirosław Pankevich

Title: _____

Title: CoOwner

Date: _____

Date: 11.01.2012

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform custodial maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours, and/or;
 - b. Collect liquidated damages as specified in the Contract.
5. The vendor shall establish a weekly work schedule for both the parks and the facilities. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed after the regularly scheduled time without notification and consent of the Contract Administrator.
6. The work schedule for PARKS is as follows:
 - a. Work schedule September thru April for Parks: Perform daily maintenance tasks between the hours of 6:00 pm and 7:00 am.
 - b. Restrooms and park gates shall be unlocked and opened between the hours of 5:00 am and 7:00 am on weekends and on holidays.
 - c. Custodial services in parks occur 365 days a year and include all holidays. Any exceptions to this work schedule will be agreed upon in

advance by the Contract Administrator and the vendor. Holidays include, but are not limited to the following:

- a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Easter
 - e. Memorial Day
 - f. Fourth of July
 - g. Labor Day
 - h. Thanksgiving
 - i. Day after Thanksgiving
 - j. Christmas
- d. Work schedule May thru August for parks: Perform daily maintenance tasks between the hours of 10:00 pm and 6:00 am.
- e. Work schedule for High School Community Fields: Perform daily Maintenance Tasks between 6:00 am and 9:00 am. High School Community Sports Fields are to be opened according to the times specified in the attachments.

7. The work schedule for FACILITIES is as follows:

- a. Daily maintenance tasks may be performed at the Beaver Lake Lodge between midnight and 6:00 am.
- b. Daily maintenance tasks may be performed at the Beaver Lake Maintenance Shop between 10:00 pm and 5:00 am.
- c. Daily maintenance tasks may be performed at City Hall between 10:00 pm and 5:00 am.
- d. Daily maintenance tasks may be performed at the Maintenance and Operations Center between 10:00 pm to 5:00 am.

8. The vendor shall be able to provide on-call custodial services at a negotiated hourly rate 24-hours a day and guarantee a response time of no less than two (2) hours.

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
11. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
12. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
13. Smoking is not permitted in any City building or on City grounds.
14. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
15. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in termination of the contract, in a reduction of payment and/or collection of damages as specified in the contract.
16. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
17. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park or facility visitors from injury. It is the vendor's responsibility to provide close supervision of custodial maintenance operations and management of the work sites.
18. Incidents, altercations or accidents involving facility visitors, vendor employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment, unless otherwise noted below, to perform custodial maintenance services described in this section and further described in the addendum.
2. The City shall provide the following supplies:

Exhibit 1

- a. All dispensable items to be refilled by the vendor (toilet paper, paper towels, soap, toilet seat covers and garbage can liners).
 - b. A basic set of cleaning tools at all restrooms.
 - c. Hoses and access to water at all restroom facilities, with the exception of Evans Creek Preserve.
 - d. Disinfectant solution.
3. The vendor shall follow the manufacturer's recommendations in the use of all cleaning products and solutions.
 4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.
 5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.
 6. The vendor shall supply all cleaners, chemicals and the like for servicing the facilities as scheduled, unless otherwise noted below.
 7. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.
 8. The vendor shall provide Material Safety Data Sheets (MSDS) for all supplies stored at City facilities.

C. Waste/Materials Disposal

1. The vendor shall dispose of all refuse in City provided dumpsters. In no case shall unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of hazardous waste material.

D. Maintenance Task I: Restrooms and Showers

Exhibit 1

1. Refill all soap dispensers.
 2. Clean and disinfect all toilets, urinals, sinks and showers.
 3. Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.
 4. Wash and dry all stainless steel fixtures and other bright work.
 5. Clean mirrors.
 6. Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. Use squeegee to dry the floor.
 7. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
 8. Replace paper towels, seat protectors, and toilet paper as needed.
 9. Dust and clean counters and all other horizontal surfaces.
 10. Clean all debris from interior restroom ceilings, light fixtures and vents.
 11. Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.
 12. Unclog drains, toilets, urinals and showers as needed.
 13. Complete supplied checklist for tasks performed.
 14. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.
- E. Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Facilities Only)
1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.
 2. Shampoo carpets.
 3. Machine scrub and rinse concrete floors.
 4. Machine scrub and recoat vinyl floors.

Exhibit 1

5. Machine scrub and rinse tile floors.
 6. Screen and apply two (2) coats of commercial grade water based polyurethane to wood floors.
 7. Report any floor damage or other problem to the Contract Administrator.
- F. Maintenance Task III: Window Cleaning (Facilities Only)
1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.
 2. Clean all windows inside and out and dust window sills.
 3. Report broken or cracked windows to the Contract Administrator.
- G. Maintenance Task IV: Kitchen Cleaning (Facilities Only)
1. Sweep and wet mop all floors with germicide solution.
 2. Clean and disinfect sinks.
 3. Wash and dry all stainless steel fixtures and other bright work.
 4. Dust and clean counters, stove top and all other clear horizontal surfaces.
 5. Spot clean cupboard doors and drawer fronts.
 6. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
 7. Vacuum all carpeted floors.
 8. Clean and disinfect all walls.
 9. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.
- H. Maintenance Task V: Office, Public Areas, Hallways and Stairwells (Facilities Only)
1. Sweep and wet mop tile and concrete floors and scrub grout with germicide solution.
 2. Sweep and clean wood flooring with approved wood flooring cleaning solution.

Exhibit 1

3. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
 4. Vacuum all carpeted floors.
 5. Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.
 6. Clean all drinking fountains with disinfectant solution
- I. Maintenance Task VI: Restroom and Gate Opening (Parks Only)
1. Unlock gates and unlock restrooms according to the schedule provided for each respective park facility.
 2. Lock gates and lock restrooms according to the schedule provided for each respective park facility. Gates and restrooms must remain locked after servicing if visited during hours of posted closure.
- J. Maintenance Task VII: Litter and Garbage Removal (Parks Only)
1. Remove all litter and organic material from designated areas.
 2. Empty recycle bins and waste cans and replace liners. Waste and recycled materials shall be disposed of separately.
- K. Facility Locations and Specific Scope of Services:
1. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Lodge**, as requested in **Attachment “A-1”** – Maintenance Schedule, for Beaver Lake Lodge, 25201 SE 24th Street.
 2. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Maintenance Shop**, as requested in **Attachment “A-2”** – Maintenance Schedule, for Beaver Lake Lodge, 25005 SE 24th Street.
 3. Provide custodial maintenance services for **City Hall**, as requested in **Attachment “A-3”** – Maintenance Schedule, for City Hall, 801 228th Ave SE.
 4. Provide custodial maintenance services for the **Maintenance and Operations Center**, as requested in **Attachment “A-4”** – Maintenance Schedule, for Maintenance and Operations Center, 1801 NE 244th Street.
- L. Park Locations and Specific Scope of Services:

Exhibit 1

1. Provide custodial maintenance services for restrooms and gate opening service at **Beaver Lake Park, Attachment “A-5”** – Maintenance Schedule, for Beaver Lake Park, SE 24th @ 244th Ave SE.
2. Provide gate opening service at **Beaver Lake Preserve**, as requested in **Attachment “A-6”** – Maintenance Schedule, for Beaver Lake Preserve, West Beaver Lake Drive.
3. Provide custodial maintenance services for restrooms and gate opening service at **East Sammamish Park**, as requested in **Attachment “A-7”** – Maintenance Schedule, for East Sammamish Park, 21300 NE 16th Street.
4. Provide custodial maintenance services for restrooms and gate opening service within the City’s designated maintenance area at the **Eastlake High School Community Sports Fields**, as requested in **Attachment “A-8”** – Maintenance Schedule, for Eastlake High School Community Sports Fields, 400 228th Ave NE.
5. Provide custodial maintenance services for restrooms and gate opening service at **Ebright Creek Park**, as requested in **Attachment “A-9”** – Maintenance Schedule, for Ebright Creek Park, 1317 212th Ave SE.
6. Provide custodial maintenance services for restrooms and gate opening service at **Evans Creek Preserve**, as requested in **Attachment “A-10”** – Maintenance Schedule, for Evans Creek Preserve, 4001 224th Ave NE.
7. Provide custodial maintenance services for restrooms and gate opening service at **Pine Lake Park**, as requested in **Attachment “A-11”** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.
8. Provide custodial maintenance services for restrooms and gate opening service at **Sammamish Commons**, as requested in **Attachment “A-12”** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE. (Gate opening service at 550 222nd Pl. SE.)
9. Provide custodial maintenance services and gate opening service at **Skyline High School Community Sports Fields**, as requested in **Attachment “A-13”** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

**Attachment “A-1”
Maintenance Schedule – Beaver Lake Lodge**

| Beaver Lake Lodge, 25201 SE 24th Street | | |
|---|---|---------------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency/Year |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days per week. | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week. | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week. | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week. | 365 |
| Clean mirrors. | Daily seven days per week. | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week. | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week. | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week. | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week. | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week. | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week. | 365 |
| Unclog drains, toilets and urinals as needed. | Daily seven days per week. | 365 |
| Complete supplied checklist for tasks performed. | Daily seven days per week. | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week. | 365 |
| Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling) | | |
| Machine scrub and rinse tile floors in the kitchen, hallways and restrooms. | 6 timers per year. Once in February, April, June, August, October and December. | 6 |
| Screen and apply 2 coats of commercial grade water based polyurethane to wood floors | One time per year. | 1 |
| Maintenance Task III: Windows (Requires Advance Scheduling) | | |
| Clean all windows inside and out and dust window sills. | 1 time per month. | 12 |

Exhibit 1

| | | |
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| Report broken or cracked windows to Contract Administrator. | Ongoing. | Ongoing. |
| Maintenance Task IV: Kitchen Cleaning | | |
| Sweep all floors. | Daily seven days per week. | 365 |
| Wet mop tile floors and scrub grout with germicide solution. | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Clean and disinfect sinks. | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Dust and clean counters, stove top and all other horizontal surfaces. | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Daily seven days per week. | 365 |
| Detail/deep kitchen clean. | Once per month. | 12 |
| Maintenance Task V: Office/Closet, Public Areas, Hallways, and Main Room | | |
| Sweep all floors. | Daily seven days per week. | 365 |
| Wet mop tile floors and scrub grout with germicide solution. | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Clean wood flooring with approved wood flooring cleaning solution | Daily, four days per week, Thursday, Friday, Saturday and Monday. | 208 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Daily seven days per week. | 365 |
| Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls. | Daily seven days per week. | 365 |
| Clean all drinking fountains with disinfectant solutions. | Daily seven days per week. | 365 |

**Attachment “A-2”
Maintenance Schedule – Beaver Lake Maintenance Shop**

| Beaver Lake Maintenance Shop, 25005 SE 24th Street | | |
|--|---|---------------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency/Year |
| Maintenance Task I: Restrooms and Showers | | |
| Refill all soap dispensers. | Once per month. | 12 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Once per month. | 12 |
| Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution. | Once per month. | 12 |
| Wash and dry all stainless steel fixtures and other bright work. | Once per month. | 12 |
| Clean mirrors. | Once per month. | 12 |
| Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush. | Once per month. | 12 |
| Empty waste cans and replace plastic liners. | Once per month. | 12 |
| Replace paper towels, seat protectors and toilet paper as needed. | Once per month. | 12 |
| Dust and clean counters and all other horizontal surfaces. | Once per month. | 12 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Once per month. | 12 |
| Clean drinking fountains adjacent to restrooms. | Once per month. | 12 |
| Unclog drains, toilets and urinals as needed. | Once per month. | 12 |
| Complete supplied checklist for tasks performed. | Once per month. | 12 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Ongoing. | |
| Maintenance Task III: Windows (Requires Advance Scheduling) | | |
| Clean all windows inside and out and dust window sills. | 2 times per year. Once in June and once in September. | 2 |
| Report broken or cracked windows to Contract Administrator. | Ongoing. | Ongoing. |
| Maintenance Task IV: Kitchen Cleaning | | |
| Sweep and wet mop all floors with germicide solution. | Once per month. | 12 |

Exhibit 1

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|--|-----------------|----|
| Clean and disinfect sinks. | Once per month. | 12 |
| Wash and dry all stainless steel fixtures and other bright work. | Once per month. | 12 |
| Dust and clean counters, stove top and all other horizontal surfaces. | Once per month. | 12 |
| Spot clean cupboard doors. | Once per month. | 12 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Once per month. | 12 |
| Maintenance Task V: Office, Public Areas and Stairwells | | |
| Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution. | Once per month. | 12 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Once per month. | 12 |
| Vacuum all carpeted floors. | Once per month. | 12 |
| Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls. | Once per month. | 12 |
| Clean all drinking fountains with disinfectant solutions. | Once per month. | 12 |

Attachment “A-3”
Maintenance Schedule – City Hall
(Including Sheriff’s office and unoccupied room on 2nd floor)

| City Hall, 801 228th Ave SE | | |
|--|--|---------------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency/Year |
| Maintenance Task I: Restrooms and Showers | | |
| Refill all soap dispensers. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean mirrors. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Empty waste cans and replace plastic liners. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Dust and clean counters and all other horizontal surfaces. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean drinking fountains adjacent to restrooms. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Unclog drains, toilets and urinals as needed. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Complete supplied checklist for tasks performed. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling) | | |
| Shampoo all carpets. | 4 timers per year. Once in February, May, August and November. | 4 |
| Machine scrub and recoat vinyl floors in kitchen and mail room. | 4 timers per year. Once in February, May, August and November. | 4 |
| Machine scrub and rinse tile floors and grout in the restrooms and locker rooms. | 2 times per year. Once in February and August. | 2 |

Exhibit 1

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| Machine scrub and rinse tile floors in the lobby. | 2 times per year. Once in February and August. | 2 |
| Maintenance Task III: Windows (Requires Advance Scheduling) | | |
| Clean all windows inside and out and dust window sills. | 2 times per year. Once in June and once in September. | 2 |
| Report broken or cracked windows to Contract Administrator. | Ongoing. | Ongoing. |
| Maintenance Task IV: Kitchen Cleaning | | |
| Sweep and wet mop all floors with germicide solution. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean and disinfect sinks. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Dust and clean counters, stove top and all other horizontal surfaces. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Spot clean cupboard doors. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Empty recycle bins and waste cans and replace plastic lintens. Waste and recycled materials shall be disposed of separately. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Maintenance Task V: Office, Public Areas and Stairwells | | |
| Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Empty recycle bins and waste cans and replace plastic lintens. Waste and recycled materials shall be disposed of separately. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Vacuum all carpeted floors. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls. | Daily six days per week, Sunday thru Friday nights. | 312 |
| Clean all drinking fountains with disinfectant solutions. | Daily six days per week, Sunday thru Friday nights. | 312 |

Attachment “A-4”
Maintenance Schedule – Maintenance and Operations Center

| M&O, 1801 NE 244th | | |
|--|--|---------------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency/Year |
| Maintenance Task I: Restrooms, Locker Rooms and Showers | | |
| Refill all soap dispensers. | Monday, Wednesday, Friday and Sunday. | ≈ 208 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Same as above. | ≈ 208 |
| Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution. | Same as above. | ≈ 208 |
| Wash and dry all stainless steel fixtures and other bright work. | Same as above. | ≈ 208 |
| Clean mirrors. | Same as above. | ≈ 208 |
| Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush. | Same as above. | ≈ 208 |
| Empty waste cans and replace plastic liners. | Same as above. | ≈ 208 |
| Replace paper towels, seat protectors and toilet paper as needed. | Same as above. | ≈ 208 |
| Dust and clean counters and all other horizontal surfaces. | Same as above. | ≈ 208 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Same as above. | ≈ 208 |
| Clean drinking fountains adjacent to restrooms. | Same as above. | ≈ 208 |
| Unclog drains, toilets and urinals as needed. | Same as above. | ≈ 208 |
| Complete supplied checklist for tasks performed. | Same as above. | ≈ 208 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Ongoing. | Ongoing |
| Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling) | | |
| Shampoo all carpets. | 4 timers per year. Once in February, May, August and November. | 4 |
| Machine scrub and recoat vinyl floors in kitchen. | 4 timers per year. Once in February, May, August and November. | 4 |
| Machine scrub and rinse ceramic tile floors in the restrooms and locker rooms. | 2 times per year. Once in February and August. | 2 |
| Machine scrub and rinse the concrete | 2 times per year. Once in February and | 2 |

Exhibit 1

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|--|---|---------|
| floors with approved product only. | August. | |
| Maintenance Task III: Windows (Requires Advance Scheduling) | | |
| Clean all windows inside and out and dust window sills. | 2 times per year. Once in June and once in September. | 2 |
| Report broken or cracked windows to Contract Administrator. | Ongoing. | Ongoing |
| Maintenance Task IV: Multi-Purpose Room & Kitchen Cleaning | | |
| Vacuum all carpets. | Monday, Wednesday, Friday and Sunday. | ≈ 208 |
| Sweep and wet mop all floors with germicide solution. | Same as above. | ≈ 208 |
| Clean and disinfect sinks. | Same as above. | ≈ 208 |
| Wash and dry all stainless steel fixtures and other bright work. | Same as above. | ≈ 208 |
| Dust and clean counters, stove top and all other horizontal surfaces. | Same as above. | ≈ 208 |
| Spot clean cupboard doors and drawer. | Same as above. | ≈ 208 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Same as above. | ≈ 208 |
| Maintenance Task V: Office, Public Areas and Stairwells | | |
| Sweep and wet mop concrete floors and with approved solution. | Monday, Wednesday, Friday and Sunday. | ≈ 208 |
| Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately. | Same as above. | |
| Vacuum all carpeted floors. | Same as above. | |
| Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls. | Same as above. | |
| Clean all drinking fountains with disinfectant solutions. | Same as above. | |

Attachment "A-5"
Maintenance Schedule - Beaver Lake Park

| Beaver Lake Park, SE 24th @ 244th Ave SE | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days a week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days a week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days a week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days a week | 365 |
| Clean mirrors. | Daily seven days a week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days a week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days a week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days a week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days a week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days a week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days a week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily seven days a week | 365 |
| Complete supplied checklist for tasks performed. | Daily seven days a week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days a week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

Attachment "A-6"
Maintenance Schedule – Beaver Lake Preserve

| Beaver Lake Preserve Parking Area, West Beaver Lake Drive | | |
|--|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Unlock gates | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

Attachment “A-7”
Maintenance Schedule – East Sammamish Park

| East Sammamish Park, 21300 NE 16th Street | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days a week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jams and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

**Attachment “A-8”
Maintenance Schedule – Eastlake High School Community Sports Fields**

| Eastlake High School Community Sports Fields, 400 228th Ave NE | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days per week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |
| Maintenance Task VII: Litter and Garbage Removal | | |

Exhibit 1

| | | |
|--|---|-----|
| Remove all litter and organic material from synthetic turf fields before 9 am. | All Saturdays and Sundays January thru December | 104 |
| Empty recycle bins and waste cans and replace liners. Dispose of separately. | All Saturdays and Sundays January thru December | 104 |

Attachment “A-9”
Maintenance Schedule – Ebright Creek Park

| Ebright Creek Park, 1317 212th Ave SE | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days per week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

Attachment “A-10”
Maintenance Schedule – Evans Creek Preserve

| Evans Creek Preserve, 4001 224th Ave NE | | |
|---|--|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days per week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

**Attachment “A-11”
Maintenance Schedule – Pine Lake Park**

| Pine Lake Park, 2405 228th Ave SE | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Restrooms | | |
| Refill all soap dispensers. | Daily seven days a week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

**Attachment “A-12”
Maintenance Schedule – Sammamish Commons**

| Sammamish Commons, 801 – 228th Ave SE | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task I: Cleaning | | |
| Refill all soap dispensers. | Daily seven days a week | 365 |
| Clean and disinfect all toilets, urinals, sinks and showers. | Daily seven days per week | 365 |
| Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution. | Daily seven days per week | 365 |
| Wash and dry all stainless steel fixtures and other bright work. | Daily seven days per week | 365 |
| Clean mirrors. | Daily seven days per week | 365 |
| Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. | Daily seven days per week | 365 |
| Empty waste cans and replace plastic liners. | Daily seven days per week | 365 |
| Replace paper towels, seat protectors and toilet paper as needed. | Daily seven days per week | 365 |
| Dust and clean counters and all other horizontal surfaces. | Daily seven days per week | 365 |
| Clean all debris from interior restroom ceilings, light fixtures and vents. | Daily seven days per week | 365 |
| Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution. | Daily seven days per week | 365 |
| Unclog drains, toilets and urinals as needed. | Daily as needed | As Needed |
| Complete supplied checklist for tasks performed. | Daily seven days per week | 365 |
| Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator. | Daily seven days per week | 365 |
| Maintenance Task IV: Restroom and Gate Openings: Gate located at 222nd Pl SE off SE 4th Street | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |

**Attachment “A-13”
Maintenance Schedule – Skyline High School Community Sports Fields**

| Skyline High School Community Sports Fields, 1122 – 228th Ave. S. | | |
|---|---|----------------------------------|
| Maintenance Task# | Specification Notes | Estimated Total Frequency |
| Maintenance Task VI: Restroom and Gate Openings | | |
| Lock gates and restrooms after cleaning. | Daily Monday through Friday, September thru April, Daily seven days per week May thru August | 297 |
| Unlock gates and restrooms. | All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am. | 75 |
| Maintenance Task VII: Litter and Garbage removal | | |
| Remove all litter and organic material from synthetic turf fields before 9 am. | All Saturdays and Sundays January thru December | 104 |
| Empty recycle bins and waste cans and replace liners. Dispose of separately. | All Saturdays and Sundays January thru December | 104 |

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 6, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract for Plumbing Services

Action Required: Authorize the City Manager to execute a contract with Eastside Plumbing Services for plumbing services.

Exhibits: 1. Contract

Budget: \$35,000 is allocated in the 2013 Parks Resource Management Budget for contracted maintenance and repair services. \$166,000 is allocated in the 2013 Facilities Budget for contracted maintenance and repair services.

Summary Statement:

This is a contract renewal for plumbing maintenance and repair services for all parks and facilities.

Eastside Plumbing Services was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster in 2011. Per the initial RFP, this contract may be renewed at the City's option for up to three (3) additional one year terms. This is the first renewal allowed under the original agreement.

The previous contract amount was \$40,000 (two-year contract). The proposed contract amount for 2013 is not-to-exceed \$30,000. The increased contract amount is reflective of the increase in the number of parks and facilities since this initial contract was executed. As a reminder, there is no guarantee that the full contract amount will be needed or expended.

This contract will support all Park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Kellman House, Pigott House, the Recreation Center and the Maintenance and Operations Center. Although the Sween House and the Recreation Center are leased facilities, maintenance of a portion of the plumbing systems at both facilities is the responsibility of the City.



City Council Agenda Bill

Background:

As the list of city owned facilities has grown, so too has the need for plumbing maintenance services and repairs. The City has entered into a variety of contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

This contract will be utilized for all parks and facilities and plumbing repairs and maintenance will be scheduled as needed throughout the year.

Financial Impact:

The requested authorization amount is not-to-exceed \$30,000.00 plus w.s.s.t. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute a contract for plumbing maintenance and repair services in an amount not-to-exceed \$30,000.00 plus w.s.s.t.



C-2012-164 (2)

SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and EASTSIDE Plumbing Services
 Project: Plumbing Services for City Parks and Facilities
 Commencing: January 1, 2013
 Terminating: December 31, 2013
 Amount: Not to Exceed \$30,000.00 plus w.s.s.l.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Eastside Plumbing Services, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Plumbing Services for City Parks and Facilities and

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

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. ~~Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of

the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to one (1) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. **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.

20. **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, and
Department of Parks and Recreation

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2122

Contact email: mkeller@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Eastside Plumbing Services

Contact Name: Gary Krupp

Street Address: 1420 N.W. Gilman Blvd. #2834

City, State, Zip: Issaquah, WA 98027

Phone: 425-644-3517

Contact email: plumdoc1@hotmail.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

Ben Yazici,

Title: City Manager

Date: _____

By:  _____

Title: Gary Krupp, Owner

Date: 11.6.12

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish
SCOPE OF SERVICES

10/23/2012 21:35 8473861422 EASTSIDE PLUMBING SV PAGE 01/01
PROPOSAL

13

EASTSIDE PLUMBING SERVICES
 1420 N.W. GILMAN BLVD. #2034
 ISSAQUAH, WA 98027
 (425) 844-3817
 FAX (847) 888-1422
 LIC. #EASTP08808A

| | |
|---|---------------------------------------|
| PROPOSAL SUBMITTED TO MIKE RULLER | DATE 10-26-12 |
| BY FRANK REAGAN SUPERVISOR | CITY OF SAMMAMISH |
| CITY, STATE AND ZIP CODE 981 208 WA 98005 | POSITIONS Plumber 150 25075 |

We hereby submit specifications and materials for:
REPAIR & MAINT OF PLUMBING AT CITY FACILITIES
HOURLY RATE \$149.00 + TAX
EMERGENCY SERVICE @ 1.5 TIMES
SURVEY & ERM @ 2.0 TIMES

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
\$00 ABOVE dollars (\$ _____)

All material is guaranteed to be the equivalent of the work to be performed in a satisfactory manner according to standards established by industry or profession that apply to the work. The contractor shall be responsible for obtaining all necessary permits, licenses, and approvals. The contractor shall be responsible for obtaining all necessary insurance. The contractor shall be responsible for obtaining all necessary permits, licenses, and approvals. The contractor shall be responsible for obtaining all necessary insurance.

Acceptance of Proposal — The above price, specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified, payment will be made as follows:
 Date of Acceptance: _____

Authorized Signature: **[Signature]**
 Note: This proposal may be withdrawn by us if not accepted within **30** days.
 Signature: _____
 Register: _____

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

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, 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
- Individual/Proprietor
- Other (explain)
- Consultant

TIN No.: _____

Social Security No.: 546 56 4669

Print Name: GARY KRUPP

Title: OWNER

Business Name: EASTSIDE PLUMBING SERVICES

Business Address: 1420 NW GILMAN BND # 2834
ESSAQUAH 98027

Business Phone: 425 644 3517

11.6.12
Date

[Signature]
Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 6, 2012

Originating Department: Parks and Recreation

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: Contract for Electrical Services

Action Required: Authorize the City Manager to execute a contract with Sequoyah Electric LLC for electrical services.

Exhibits: 1. Contract and Scope of Work

Budget: \$35,000 is allocated in the 2013 Parks Resource Management Budget for contracted maintenance and repair services. \$166,000 is allocated in the 2013 Facilities Budget for contracted maintenance and repair services.

Summary Statement:

This is a contract renewal for electrical maintenance and repair services for all parks and facilities.

Sequoyah Electric was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster in 2010. Per the initial RFP, this contract may be renewed at the City's option for up to three (3) additional one year terms. This is the final renewal allowed under the original request for proposals.

The previous contract amount was \$50,000. The proposed contract amount for 2013 is \$45,000.

This contract will support all Park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Kellman House, Pigott House, the Recreation Center, and the Maintenance and Operations Center. Although the Sween House and the Recreation Center are leased facilities, maintenance of a portion of the electrical systems at both facilities is the responsibility of the City.

Background:

As the list of city owned facilities has grown, so too has the need for electrical services and repairs. The City has entered into a variety of on-call contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.



City Council Agenda Bill

This contract will be utilized for all City facilities and repairs and service calls will be scheduled as needed throughout the year.

Financial Impact:

The requested authorization amount is not-to-exceed \$45,000.00 plus w.s.t. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute an on-call contract for an amount not-to-exceed \$45,000.00 plus w.s.t. with Sequoyah Electric for electrical maintenance and repair services.



C-2010-169 (2)

SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Sequoyah, LLC
Project: Electrical services for City Parks and Facilities
Commencing: January 1, 2013
Terminating: December 31, 2013
Amount: Not to exceed \$45,000.00 plus w.s.s.t.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Sequoyah, LLC (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Electrical services for City Parks and Facilities and

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

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. ~~Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to one (1) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. 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.

20. 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, and
Department of Parks and Recreation

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Sequoyah Electric, LLC

Contact Name: Chris Nichols

Street Address: 15135 NE 92nd Street

City, State, Zip: Redmond, WA 98052

Phone: 425-814-6000

Contact email: chris.nichols@sequoyah.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: Ben Yazici, City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By:  _____

Title: V.P. Special Projects

Date: 11/06/2012

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES



City of Sammamish

October 26, 2012

Attn: Mike Keller

Sequoyah Electric, LLC
15135 NE 92nd Street
Redmond, Washington 98052
(425) 814-6000 MAIN
(425) 814-6003 FAX

Labor Rates:

Day Shift Labor with mark up included and with a service van for the JW, Foreman, and General Foreman.

| | JW | APPR | FM | GF |
|----------------------|----------|----------|----------|----------|
| Straight Time | \$89.32 | \$72.00 | \$96.05 | \$102.77 |
| Overtime | \$133.98 | \$108.00 | \$144.08 | \$154.16 |
| Double-Time | \$178.64 | \$144.00 | \$192.10 | \$205.54 |

Markups: The following markups will apply.

- Profit @ 5%
- Overhead @ 15%
- Tools larger than \$200.00.
- Equipment.
- Material.
- Rentals.
- Subs.
- Reimbursable.

Reimbursable: The following is the list of cost items that are considered reimbursable expenses:

- Engineering.
- Direct labor and supervision cost including burden, including project managers and shop labor if required.
- Materials at list.
- Equipment, supplies, & consumables.
- Subcontractors, if applicable.
- Equipment rental fees.
- B&O Tax & Washington State Tax.
- Boom trucks and man lifts.
- Warehouse Deliveries.
- Courier services, freight and delivery.
- Permit.

Exclusions:

- Engineering. TBD
- Washington sales taxes.

Electrical Construction • Electrical Service • Lighting & Maintenance • Network Services • Design-Build



Clarification:

- Our labor rates are subject change do to union labor rate increases per the union labor contract, any raises in rates will be given in writing prior to the increase.
- Our quote is good for 90 days and conditioned on a mutually agreeable contract and schedule.
- Project will have an electrical permit that will be inspected by the governing local electrical jurisdiction.
- One year warranty on Sequoyah supplied materials and labor.

Thank you for considering Sequoyah Electric. We look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call or email me.

Chris Nichols
Sequoyah Electric, LLC
15153 NE 92nd Street
Redmond, WA 98052

| | |
|--------|--------------|
| Direct | 425.814.5824 |
| Fax | 425.814.6001 |
| Cell | 425.766.2603 |

chris.nichols@sequoyah.com

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|---|-------------------------------------|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 47-0898645

Social Security No.: N/A

Print Name: Chris Nichols

Title: VP Special Projects

Business Name: Sequoyah Electric, LLC

Business Address: 15135 NE 92nd St., Redmond, WA 98052

Business Phone: 425-814-6000

11/6/12
Date


Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 7, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Community Sports Field Turf Maintenance

Action Required: Authorize the City Manager to execute a contract with the Brickman Group, LLC to provide sports turf maintenance at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits: 1. Contract and Scope of Work

Budget: \$75,000 is allocated in the 2013 Parks Resource Management Budget for contracted turf maintenance services.

Summary Statement:

As outlined in the partnership agreement between the City and the Issaquah School District and the Lake Washington School District, the City shall schedule and provide maintenance at the community sports fields. Maintenance of the community sports fields was identified in the 2013-14 budget to be performed by contract.

Background:

A Request for Proposals (RFP) was issued on August 12, 2010 for community sports field maintenance. A total of two firms responded to the RFP. The Brickman Group, LLC was identified as the lowest responsible bidder. Per the original request for proposals, this contract may be renewed at the City's option for up to three (3) additional one year terms. This is the second renewal allowed under the original contract, with one year remaining.

Since opening the community sports fields (Skyline in 2005 and Eastlake in 2006), maintenance of these fields has been provided by contract. The new baseball field at Eastlake High School is scheduled to open in December and the maintenance services for this field have been added to this contract. The new field increased the contract by approximately \$14,000. The service costs for the other fields remained the same.

In addition to the base contract, approval of a management reserve in the amount of \$5,000 is being requested to cover additional maintenance services that may be needed throughout the year. Additional



City Council Agenda Bill

sports turf maintenance may be required during heavy use (i.e. tournament play), following a serious weather event, or when minor repairs are needed. Additional sports turf maintenance services are processed through a discretionary work form (sample included in the contract document).

Financial Impact:

The total requested authorization amount is \$75,000.00, which includes a contract with The Brickman Group, LLC for sports turf maintenance in the amount of \$63,938.04 + w.s.s.t. The remaining authorized amount of \$5,000 (total authorization not-to-exceed \$75,000.00) will cover additional sports turf maintenance services as needed throughout the year.

\$75,000 is allocated in the 2013 Parks Resource Management Budget for contracted turf maintenance services.

Recommended Motion:

Authorize the City Manager to execute a contract with the Brickman Group, LLC for \$63,938.04 + WSST to provide sports turf maintenance at the community sports fields and authorize an additional amount of \$5,000.00 for additional sports turf maintenance as needed throughout the year.



SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Brickman Group LLC
Project: Community Sports Field Maintenance
Commencing: January 1, 2013
Terminating: December 31, 2013
Amount: \$63,938.04 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Brickman Group LLC, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Community Sports Field Maintenance and

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

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

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

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

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

Exhibit 1

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

Exhibit 1

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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OR

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

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

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

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

Exhibit 1

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

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

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

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

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

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

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

Exhibit 1

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

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

TO CITY:

City of Sammamish, and

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@ci.sammamish.wa.us

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

City Clerk

TO CONTRACTOR:

Contractor:

Brickman Group LLC

Contact Name: Wesley Clement

Street Address: 9430 195th Ave. NE

City, State, Zip: Redmond, WA 98053

Phone: (425) 883-8838

Contact email:

wesley.clement@brickmangroup.com

CONTRACTOR, WASHINGTON

By:  _____

Title: Account Manager

Date: November 7th, 2012

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
5. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
6. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
7. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
8. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
9. Smoking shall not be permitted in any City Building or on City grounds.

Exhibit 1

10. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
11. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
12. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
13. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
14. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
15. The vendor and his/her employees shall ensure that the mechanical sweeper and brush units used for maintaining the synthetic turf fields are in proper working condition at all times. The vendor shall not perform repair work on City equipment without the permission of the Contract Administrator.
16. The vendor and his/her employees shall be required to return soccer goals and lacrosse goals to their respective storage locations.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall provide the utility vehicle necessary for operating the sweeper and brush units used on the synthetic turf fields.
3. The City shall furnish the mechanical sweeper and brush units. The vendor shall ensure the sweeper and brush units are in good working condition for the duration of the contract. All repairs and replacement of parts are subject to approval of the Contract Administrator.

Exhibit 1

4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.
5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Park Locations

1. Eastlake High School Community Sports Fields, 400 228th Ave NE
2. Skyline High School Community Sports Fields, 1122 228th Ave SE

E. Daily Sports Turf Maintenance Tasks

1. Daily service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am at both parks. Machinery (i.e. blowers) are not allowed before 7:00 am. Daily service occurs five times per week.
2. Perform a field inspection. Walk entire field looking for safety issues, broken glass, gum, field seam issues, and wear spots needing additional rubber (rubber provided on site by the City). Report all safety issue findings to the Contract Administrator immediately.
3. Add rubber in wear spots utilizing a push broom.

Exhibit 1

4. Quick couplers are provided around the perimeter of the fields for field washing requirements (quick coupler operation will be supervised by City staff and keys shall be provided by the City).
 5. Clean any spots on the field where needed (litter, gum removal, soda spills, sunflower seeds, etc.)
 6. Sweep bleachers, and area around and under bleachers, dugouts, plazas etc.
 7. Empty all six (6) waste receptacles and replace liners at each site.
 8. Unlock all field gates - Gate openings shall be timed with field maintenance activities.
 - a. **Eastlake High School Fields 1&2:** 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates.
 - b. **Eastlake High School Field 3:** 2 pedestrian gates.
 - c. **Skyline High School Field 1&2:** 2 pedestrian gates).
 9. At Skyline High School Field 1&2 Only: Move up to four (4) soccer goals and four (4) lacrosse goals off of the field of play and to their respective storage locations.
- F. Weekly Sports Turf Maintenance Tasks
1. Weekly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Weekly service occurs one time per week. The vendor shall establish a work schedule for weekly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator.
 2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires, slowly sweep the fields bi-directionally to remove all debris with a field sweeper (City provided). Vehicle shall be transported to the site; no on-site storage shall be permitted.
 3. Blow off all hard surfaces.
 4. Remove any organic debris on the field not picked up by the sweeper by use of a blower or hand work (leaves, seeds, needles, etc.)

Exhibit 1

G. Monthly Sports Turf Maintenance Tasks

1. Monthly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Monthly service occurs one time per month. The vendor shall establish a work schedule for monthly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed approximately every four weeks.
2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires slowly broom (City provided) the field bi-directionally to fluff the artificial fibers and redistribute the top layer of rubber crumb. Vehicle shall be transported to the site; no on site storage shall be permitted.
3. Clean all field signs with window cleaner to remove any debris.

H. On-Call Services

The vendor shall provide an on-call service phone number to handle customer service needs (fields not prepared properly, unsafe field etc.) and emergencies after-hours.

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> Corporation , <i>LLC</i> | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 42-1724313

Social Security No.: _____

Print Name: Wesley Clement

Title: Account Manager

Business Name: The Brickman Group LTD, LLC

Business Address: 9430 195th Ave NE, Redmond, WA 98053

Business Phone: 425 -883-8838

November 7th, 2012



Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 6, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: On-Call consultant contract for geotechnical consulting services.

Action Required: Authorize the City Manager to execute a contract with Kleinfelder West, Inc. for on-call geotechnical consulting services in the amount of \$100,000.

Exhibits: 1. Contract

Budget: An allocation for geotechnical services is included in each capital project budget. Geotechnical services for non-capital projects will be billed to the respective professional services budgets for each Department.

Summary Statement:

This is a one-year contract with Kleinfelder West, Inc. to provide on-call geotechnical engineering services. This on-call contract will provide services related to geotechnical investigation, analysis and testing for a variety of Parks and Public Works projects.

Staff solicited proposals for geotechnical consulting services through the eCityGov Shared Procurement Portal. Based on the previous experience with the City, qualifications of the staff, and the ability to meet individual project timelines, Kleinfelder West, Inc. was selected for this contract.

Background:

Geotechnical services are required for a number of projects, including capital projects and in-house maintenance projects. Prior to utilizing on-call contracts, staff had to issue a separate contract for each project requiring geotechnical support, resulting in a number of "smaller" contracts throughout the year. Utilizing an on-call contract for geotechnical services provides access to these specialized services when needed in an efficient manner. Based on the success of previous on-call contracts and the ongoing need for these services, staff believe that an on-call contract for geotechnical services is the best solution.

The scope of work for this contract includes geotechnical investigation; design and analysis; soils and materials inspection and testing; geotechnical specification development; structural engineering; and, testing and peer review. The Parks and Recreation and Public Works Departments will work with the selected firm on a project-by-project basis to determine the types of services required for each project.



City Council Agenda Bill

Upcoming Projects Requiring Geotechnical Services

This contract will be shared between the Parks and Recreation Department and the Public Works Department to provide geotechnical consulting services on a variety of approved projects such as the Sahalee Trail Connection, 244th Ave SE Non-Motorized project, the 212th Ave SE Sidewalk Gap project, the SE 8th Street Phase I project, the Beaver Lake Preserve Phase II project and others.

Evaluation Process

An internal staff team reviewed five proposals from the online shared procurement portal roster. All proposals were evaluated based on management experience, team experience, available testing facilities and references. After an extensive evaluation, team discussion and confirmation with the consultant on availability, Kleinfelder West, Inc. was selected as the on-call geotechnical consultant.

Financial Impact:

The total contract amount is not to exceed \$100,000. This amount will be covered within the existing Council approved budget amounts for the various capital improvement projects under which work is expected to be performed. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

Authorize the City Manager to execute a contract in the amount of \$100,000 with Kleinfelder West, Inc. for on-call geotechnical professional services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Kleinfelder

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

CWEST, INC.

mmw

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 defined herein as services performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession practicing in the same locality, under similar conditions and at the date the services are provided (Standard of Care).

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 \$100,000.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 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. All re-use or reliance of Consultant's documents outside the intended scope or project shall be at the user's sole risk and without liability to Consultant.

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 negligent acts and for the negligent 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.

Exhibit 1

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, and employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or but only to the proportionate extent 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.

The City understands and agrees that Consultant's total liability (including defense costs) shall be limited to and shall not exceed its proportionate share or contribution to the damages and shall be based on its negligent acts, errors or omissions as determined by a court of competent jurisdiction.

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 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, thirty (30) days in advance, if possible, and shall not be obligated to make payments for services or amounts incurred after the end of the current; and Consultant shall not be required to perform services that are not funded for the fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Company Name Kleinfelder *WEST, INC.*
Contact Name Dave Cotton
Street Address 14710 NE 87th Street Suite 100
City, State Zip Redmond, WA 98052
Phone Number 425-636-7900
Email dcotton@kleinfelder.com

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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.

20. **No Third Party Beneficiaries.** The parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party, nor is this Agreement or the services provided hereunder intended to create any special relationship or fiduciary duty to third parties.

22. **Site Access.** City shall, as may be required by Consultant for the successful and timely completion of Services, provide unimpeded and timely access to the site, including third party sites, if required.

23. **Warranty of Title, Waste Ownership.** Consultant will not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the City. City shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

Exhibit 1

CITY OF SAMMAMISH, WASHINGTON

By: _____

Print Name: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: Mark W. Miller

Print Name: MARK W. MILLER

Title: VICE PRESIDENT

Date: NOVEMBER 6, 2012

Approved As To Form:

City Attorney

EXHIBIT A
Scope of Work

Geotechnical Engineering Services

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to Geotechnical Engineering as herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sarmamish. 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 studies, plans, specifications, estimated, 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:

- Geotechnical, Geological, or Hydro-geological investigation
- Geotechnical, Geological, or Hydro-geological peer review
- Geotechnical, Geological, or Hydro-geological analysis and reports
- Geotechnical design
- Geotechnical feasibility studies
- Soil testing
- Material testing
- Specification development
- Retaining wall feasibility, recommendations, and/or design
- Other related work requested by the CITY

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 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 | |
| | |

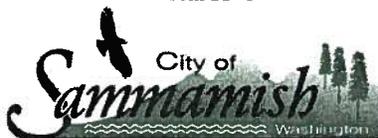
| |
|---------------------------------|
| Authorization to Consultant: \$ |
| |
| Account Number: |
| Date: |

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, 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.: 94-1532513

Social Security No.: _____

Print Name: MARK W. MILLER

Title: VICE PRESIDENT

Business Name: KLEINFELDER WEST, INC.

Business Address: 14710 NE 87TH STREET, STE. 100, REDMOND, WA

Business Phone: 425-636-7900

98052

NOVEMBER 6, 2012
Date

Mark W. Miller
Authorized Signature (Required)

Exhibit 1

EXHIBIT D
Fee Schedule

**KLEINFELDER SEATTLE 2012 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method[†]</u> | <u>Price</u> |
|--|--|--------------------------------|---------------|
| Proctor, 4" Mold | STANDARD PROCTOR, 4" MODIFIED PROCTOR, 4" | D698, T99, D1557, T180 | \$190.00 each |
| Proctor, 6" Mold | STANDARD PROCTOR, 6" MODIFIED PROCTOR, 6" | D698, T99, D1557, T180 | \$215.00 each |
| Proctor Check Point | PROCTOR CHECK POINT | T272 | \$115.00 each |
| Proctor Oversize Correction | PROCTOR CORR OVRSZ | D4718 | \$65.00 each |
| Treated Soil Proctor | TREATED SOIL PROCTOR | D558 | \$280.00 each |
| Min/Max Relative Density (WSDOT T606) | MIN-MAX REL DENS | D4352, D4253, WSDOT T606 | \$360.00 each |
| California Bearing Ratio, Single Point * | CBR, 1 POINT | D1883 | \$300.00 each |
| California Bearing Ratio, 3 Points * | CBR, 3 POINTS | D1883 | \$550.00 each |
| CTM 373, 1 Lime Content, w/o Opt. Moist. | CTM 373, CHECK POINT | CTM373 | \$150.00 each |
| CTM 373, 1 Lime Content | CTM 373, 1 LIME % | CTM373 | \$350.00 each |
| CTM 373, 3 Lime Contents | CTM 373, 3 LIME %'S | CTM373 | \$950.00 each |

**Note: Does not Include Proctor Values*

SOIL CLASSIFICATION AND INDEX TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method[†]</u> | <u>Price</u> |
|--|----------------------|--------------------------------|---------------|
| Sieve Analysis, % Finer than 200 Sieve | SIEVE ANALYSIS, -200 | C117, D1140 | \$80.00 each |
| Sieve Analysis, Fine | SIEVE ANALYSIS, F | C136, D422, D6913 | \$120.00 each |
| Sieve Analysis, Coarse | SIEVE ANALYSIS, C | C136, D422, D6913 | \$100.00 each |
| Sieve Analysis, Coarse and Fine | SIEVE ANALYSIS, C&F | C136, D422, D6913 | \$140.00 each |
| Hydrometer Analysis Including Sieve | HYDROMETER ANALYSIS | D422 | \$240.00 each |
| Water Content | WATER CONTENT | D2216, D4643 | \$18.00 each |
| Water Content and Dry Unit Weight | WATER/DENSITY, SOIL | D2216, D2937, D7263 | \$45.00 each |
| Atterberg Limits, Single Point | ATTERBERG, ONE PT. | D4318-Method B | \$110.00 each |
| Atterberg Limits, Multiple Point | ATTERBERG, MULTI PT. | D4318-Method A | \$160.00 each |
| Soil Specific Gravity | SOIL SPEC. GRAV. | D854 | \$140.00 each |
| Soil Organic Content | SOIL ORGANIC CONTENT | D2974-Method C | \$100.00 each |
| Soil pH | SOIL PH | D4972, G51 | \$50.00 each |
| Soil Resistivity | SOIL RESISTIVITY | G187 | \$160.00 each |

SOIL STRENGTH AND PERMEABILITY TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method[†]</u> | <u>Price</u> |
|--|-------------------------|--------------------------------|-----------------|
| Unconfined Compressive Strength | UNCONFINED COMP STR. | D2166 | \$135.00 each |
| Direct Shear, 1 Point | DIRECT SHEAR, 1 PT. | D3080 | \$125.00 each |
| Direct Shear, 3 Points | DIRECT SHEAR, 3 PTS. | D3080 | \$350.00 each |
| Consolidation without Time Rate Plots | CONSOL. W/O TR | D2435 | \$330.00 each |
| Consolidation with 2 Time Rate Plots | CONSOL. W/2 TR | D2435 | \$425.00 each |
| Consolidation, All Loads with Time Rates | CONSOL. ALL TR | D2435 | \$600.00 each |
| Permeability, Rigid Wall | PERMEABILITY, RIGID | D2434 | \$225.00 each |
| Permeability, Flexible Wall | PERMEABILITY, FLEX | D5084-Method C | \$358.00 each |
| Triaxial Shear, CU, 1 Point | TRIAx, CU, 1 POINT | D4767 | \$450.00 each |
| Triaxial Shear, CU, 3 Points | TRIAx, CU, 3 POINTS | D4767 | \$1,200.00 each |
| Triaxial Shear, UU, 1 Point | TRIAx, UU, 1 POINT | D2850 | \$200.00 each |
| Triaxial Shear, UU, 3 Points | TRIAx, UU, 3 POINTS | D2850 | \$550.00 each |
| Triaxial Shear, UU Saturated, 1 Point | TRIAx, UU SAT, 1 POINT | D2850-Modified | \$270.00 each |
| Triaxial Shear, UU Saturated, 3 Points | TRIAx, UU SAT, 3 POINTS | D2850-Modified | \$750.00 each |

**KLEINFELDER SEATTLE 2012 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

AGGREGATE TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method[†]</u> | <u>Price</u> |
|--|----------------------------|---------------------------------------|---------------------|
| Clay Lumps and Friable Particles, per sz * | AG CLAY LUMP/FRIABLE | C142 | \$100.00 each |
| Coarse Durability | AG COARSE DURABILITY | D3744 | \$150.00 each |
| Fine Durability | AG FINE DURABILITY | D3744 | \$110.00 each |
| Coarse Specific Gravity & Absorption | AG COARSE SPG/ABSORP | C127 | \$75.00 each |
| Fine Specific Gravity & Absorption | AG FINE SPG/ABSORP | C128 | \$125.00 each |
| Flat and Elongated Particles, per size * | AG FLAT&ELONG/SIZE | D4791 | \$75.00 each |
| Fractured Faces, per size * | AG FRACT. FACES/SIZE | D5821 | \$100.00 each |
| Lightweight Pieces ** | AG LIGHTWT. PIECES | C123 | \$330.00 each |
| Los Angeles Abrasion, Large Aggregate | AG LA ABRASION, LG | C535 | \$200.00 each |
| Los Angeles Abrasion, Small Aggregate | AG LA ABRASION, SM | C131 | \$175.00 each |
| Organic Impurities | AG ORGANIC IMPURITIES | C40 | \$60.00 each |
| Sand Equivalent, 1 point | AG SAND EQUIV., 1PT. | D2419 | \$70.00 each |
| Sand Equivalent, 3 points | AG SAND EQUIV., 3PT. | D2419 | \$130.00 each |
| Soundness of Aggregate, per size * | AG SULFATE SOUND/SZ. | C88 | \$140.00 each |
| Unit Weight | AG UNIT WEIGHT | C29 | \$60.00 each |
| Water Content | WATER CONTENT | D2216, C566 | \$20.00 each |

***Note:** Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

****Note:** Tests are billed by each size fraction tested, and the specific gravity of the test solution used (2.0 and/or 2.4). The quantity of fractions tested is dependent on the sample gradation.

ROCK TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method[†]</u> | <u>Price</u> |
|----------------------------------|----------------------------|---------------------------------------|---------------------|
| Direct Shear, 3 Points | ROCK DIR. SHEAR, 3PT | D5607 | \$315.00 each |
| Mohs Hardness | ROCK MOHS HARDNESS | | \$25.00 each |
| Point Load Index | ROCK PT LOAD INDEX | D5731 | \$35.00 each |
| Point Load, Set of 10 | ROCK PT LOAD SET/10 | D5731 | \$200.00 each |
| Slake Durability | ROCK SLAKE DURABIL. | D4644 | \$125.00 each |
| Splitting Tensile Strength | ROCK SPLIT. TENSILE | D3967 | \$205.00 each |
| Triaxial Shear, w Mod. of Rup. | ROCK TRIAX, WEAK/MOD | D7012 | \$530.00 each |
| Triaxial Shear, w/o Mod. Of Rup. | ROCK TRIAX, WEATHERD | D7012 | \$400.00 each |
| Unconfined Compression w/o Mod | ROCK UNCON. COMP. | D7012 | \$200.00 each |
| Unconfined Compression w/ Mod | RK UC D7012 W/MOD | D7012 | \$340.00 each |

***Note:** Rock sample prep fees and pictures are included in the tests prices listed above

**KLEINFELDER SEATTLE 2012 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

CONCRETE TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|--|--|---------------------------------|-------------------------------|
| Unconfined Compression W/Mod of Rup Compression | ROCK UC/MOD OF RUP CONCRETE COMPRESSION | D7012 C39 | \$250.00 each \$23.00 each |
| Core Compression | CONCRETE CORE COMP. | C42 | \$65.00 each |
| Cylinder Unit Weight | CONC. CYL. UNIT WT. | C567 | \$100.00 each |
| Flexural Strength | CONC. FLEX STRENGTH | C78 | \$100.00 each |
| Concrete Core Thickness | CONC. CORE THICKNESS | C174 | \$10.00 each |
| Laboratory Trial Batch | CONCRETE TRIAL BATCH | C192 | \$1,000.00 each |
| RCC Compression | RCC COMPRESSION | C39 | \$60.00 each |
| Shotcrete Compression | SHOTCRETE COMPRESS. | C1140 | \$80.00 each |

MASONRY TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|--------------------------------------|----------------------|---------------------------------|---------------|
| Grout Compression | GROUT COMPRESSION | C1019 | \$25.00 each |
| Mortar Compression | MORTAR COMPRESSION | C942 | \$20.00 each |
| Core Compression | MASONRY CORE COMP. | CA DSA | \$60.00 each |
| Prism Compression | MASONRY PRISM COMP. | C1314 | \$110.00 each |
| CMU Absorption and Received Moisture | CMU ABSORP/MOIST. | C140 | \$75.00 each |
| CMU Compression | CMU COMPRESSION | C140 | \$100.00 each |
| CMU Dimension Verification | CMU DIMENSION VERIF. | C140 | \$25.00 each |
| CMU Lineal Shrinkage | CMU LINEAL SHRINKAGE | C426 | \$175.00 each |

ASPHALT TESTS

MIX PROPERTY TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|----------------------------------|------------------------|---------------------------------|---------------|
| Gradation of Extracted Aggregate | AC AGGREGATE GRADATION | D5444 | \$100.00 each |
| Core Thickness | AC CORE THICKNESS | D3549 | \$10.00 each |
| Hveem Stability | AC HVEEM STABILITY | D1560 | \$100.00 each |
| AC Content by Ignition Oven | AC IGNITION OVEN | D6307, T308 | \$175.00 each |
| Ignition Oven Calibration | AC IGNT. OVEN CALIB. | D6307 | \$300.00 each |
| Moisture Content | AC MOISTURE CONTENT | | \$50.00 each |
| Marshall Stability and Flow | AC STABILITY & FLOW | D6927 | \$150.00 each |
| Core Unit Weight & Thickness | AC CORE WT./THICK. | D1188, D2726 | \$50.00 each |

DESIGN AND DENSITY TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|--------------------------------------|---------------------|---------------------------------|---------------|
| Unit Weight, Gyratory Method | AC UNIT WT., GYRA. | T312 | \$350.00 each |
| Unit Weight, Marshall Method | AC UNIT WT., MARSH. | D6926 | \$210.00 each |
| Maximum Theoretical Specific Gravity | AC MAX THEO. SPG | D2041 | \$145.00 each |

**KLEINFELDER SEATTLE 2012 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

METAL TESTS

STRUCTURAL METAL TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|----------------------------------|----------------------|---------------------------------|---------------|
| Bend | METAL, BEND | A370 | \$40.00 each |
| Rebar Coupler Tensile | METAL, COUPLER TENS. | A370 | \$80.00 each |
| CTM 670 Strain (Elongation) | METAL, CTM670 STRAIN | CTM670 | \$15.00 each |
| PT Strand Tensile | METAL, PT TENSILE | A370 | \$145.00 each |
| Spliced Specimen Tensile | METAL, SPLICE TENS. | A370 | \$80.00 each |
| Tensile <2.0 Sq. In. Cross-Sect. | METAL, TENSILE <2" | A370 | \$85.00 each |
| Tensile ≥2.0 Sq. In. Cross-Sect. | METAL, TENSILE >2" | A370 | \$140.00 each |
| Rockwell Hardness | ROCKWELL HARDNESS | E18 | \$30.00 each |

**Note: Price does not include cost of machining test specimens. Price is for testing at 40 F; other test temperatures will result in additional fees.*

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|------------------------------|---------------------|---------------------------------|---------------|
| Rock Sample Preparation | ROCK SAMPLE PREP. | | \$80.00 each |
| Sample Crushing | SAMPLE CRUSHING | | \$100.00 each |
| Sample Cutting and Trimming | SAMPLE CUT & TRIM | | \$30.00 each |
| Sample Mixing and Processing | SAMPLE MIX&PROCESS | | \$40.00 each |
| Sample Preparation | SAMPLE PREPARATION | | \$25.00 each |
| Sample Preparation, per hour | SAMPLE PREP./HR. | | \$90.00 hour |
| Sample Remolding | SAMPLE REMOLDING | | \$75.00 each |
| Contamination Fee | CONTAMINATION FEE | | \$250.00 each |
| Sample Disposal Fee | SAMPLE DISPOSAL FEE | | \$10.00 each |

MISCELLANEOUS TESTS

| <u>Test</u> | <u>Invoice Name</u> | <u>Test Method</u> [†] | <u>Price</u> |
|-----------------------------------|----------------------|---------------------------------|---------------|
| Fireproofing Density | FIREPROOFING DENSITY | E605 | \$50.00 each |
| Non-Masonry Grout Compression | NON-MAS. GROUT COMP. | C579 | \$30.00 each |
| Pocket Penetration Value | POCKET PENETRATION | | \$10.00 each |
| Roof Tile Absorption | ROOF TILE ABSORPTION | | \$100.00 each |
| Roofing, Unit Weight of Surfacing | ROOF UNIT WT. SURF. | D2829 | \$100.00 each |

**KLEINFELDER SEATTLE 2012 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

| <u>Equipment</u> | <u>Invoice Name</u> | <u>Test Method†</u> | <u>Price</u> |
|--|----------------------|---------------------|----------------|
| Anchor Bolt Testing Device | ANCHOR BOLT TST/DAY | | \$150.00 / day |
| Asphalt Sampling Box | ASPHLT SAMPLE BOXES | | \$1.15 each |
| Brinell Hardness Tester | BRINELL HARDNESS/DAY | E10 | \$20.00 /day |
| Concrete Rebound (Schmidt) Hammer | SCHMIDT HAMMER/DAY | C805 | \$55.00 / day |
| Concrete Vapor Emission Test Kit | MOIST FLOOR/SLAB TST | F1869 | \$30.00 / kit |
| Coring Machine | CORING MACHINE /DAY | | \$85.00 /day |
| Coring Machine with Generator | CORING MCH W/GEN DAY | | \$165.00 / day |
| Cylinder Mold | CYLINDER MOLDS | | \$3.00 each |
| Diamond Bit Core Barrel Charge | | | |
| 2" Diameter | CORING, 2" DIAM./IN | | \$2.20 / inch |
| 3" Diameter | CORING, 3" DIAM./IN | | \$3.30 / inch |
| 4" Diameter | CORING, 4" DIAM./IN | | \$4.40 / inch |
| 6" Diameter | CORING, 6" DIAM./IN | | \$6.60 / inch |
| Digital Thickness Gauge | THICKNESS GAUGE /DAY | | \$50.00 /day |
| FerroScan Equipment | FERROSCAN EQUIPMENT | | \$275.00 /day |
| Floor Flatness Testing Device (Per Test) | FLOOR FLATNESS TST | E1155 | \$150.00 / day |
| Hand Auger and Soil Sampler | HAND AUGER/DAY | | \$75.00 /day |
| Magnetic Particle Testing Device | MAGNETIC PARTICLE | ASNT, AWS B1.1 | \$45.00 /day |
| Nuclear Asphalt Content Gauge | NUC ASPHLT CON GAUGE | | \$110.00 / day |
| Nuclear Soil Density/Moisture Gauge | NUCLEAR DENS GAUGE | D6938 | \$75.00 / day |
| Nuclear Soil Density/Moisture Gauge | NUCLEAR DENSOMTR/TST | D6938 | \$4.40 /test |
| Thin-Lift Nuclear Asphalt Density Gauge | THIN LFT ASPHT GG/DY | | \$110.00 / day |
| Rebar Locator | REBAR LOCATOR/DAY | | \$75.00 / day |
| Skidmore Bolt Tension Calibrator | SKID WILH BOLT/DAY | A325, A490 | \$55.00 / day |
| Torque Wrench, up to 1,000 foot-pounds | TORQUE WRENCH/DAY | A325, A490 | \$50.00 / day |
| Ultrasonic Testing Device | UT TESTING EQUIP/DAY | ASNT, AWS B1.1 | \$75.00 /day |

VEHICLES

| <u>Description</u> | <u>Invoice Name</u> | <u>Price</u> |
|---|---------------------|----------------|
| Mileage, 2 Wheel Drive (Per Mile) | MILEAGE, 2 WH/MILE | \$0.80 / mile |
| Mileage, 4 Wheel Drive (Per Mile) | MILEAGE, 4 WH/MILE | \$1.60 / mile |
| Vehicle, 2 Wheel Drive (Per Hour) | VEHICLE, 2 WHEEL/HR | \$10.00 / hour |
| Vehicle, 4 Wheel Drive (Per Hour) | VEHICLE, 4 WHEEL/HR | \$19.00 / hour |
| Vehicle w/Std Testing Equip (Per Hour) | VEH W/STD EQUIP/HR | \$19.00 / hour |
| Vehicle w/Nuclear Dens Equip (Per Hour) | VEH W/ND EQUIP/HR | \$25.00 / hour |
| Veh w/ Ultrasonic, Magnetic Particle Equip (Per Hour) | VEH W/UT EQUIP/HR | \$25.00 / hour |

**KLEINFELDER 2012 FEE SCHEDULE FOR
ENVIRONMENTAL, CONSTRUCTION MANAGEMENT AND
GEOTECHNICAL/MATERIALS TESTING SERVICES**

Kleinfelder is a consulting firm which provides services in geotechnical engineering, materials engineering and testing, engineering geology, hydrogeology, environmental engineering, geochemistry, industrial health and safety, mining engineering, water resources, construction management, and agricultural engineering. Since 1961, the firm has provided consulting services to industries, governmental agencies, commercial firms, developers, and other design professionals.

OFFICES AND TESTING LABORATORIES

AUSTRALIA

Level 13, 200 Queen Street
Melbourne, VIC 3000
+61 03 8648 6460

ARIZONA

1335 West Auto Drive
Tempe, AZ 85284
(480) 763-1200

2015 North Forbes Boulevard, #103
Tucson, AZ 85745
(520) 628-7769

CALIFORNIA

4400 Ashe Road, Suite 216
Bakersfield, CA 93313
(661) 831-2155

1410 F Street
Fresno, CA 93706
(559) 486-0750

2601 Barrington Court
Hayward, CA 94545
(925) 484-1700

2 Ada, Suite 250
Irvine, CA 92618
(949) 727-4466

620 West 16th Street, Unit F
Long Beach, CA 90813
(562) 432-1696

523 West 6th Street, Suite 620
Los Angeles, CA 90014
(213) 622-3706

121 Heron Way, Suite D
Merced, CA 95341
(209) 384-7552

1224 6th Street
Modesto, CA 95354
(209) 577-4333

1330 Broadway, Suite 1200
Oakland, CA 94612
(510) 628-9000

620 S. Magnolia, Bldg. G
Ontario, CA 91762
(909) 657-1716

981 Garcia Avenue, Suite A
Pittsburg, CA 94565
(925) 427-6477

4670 Willow Road, Suite 100
Pleasanton, CA 94588
(925) 484-1700

3880 Lemon Street, Suite 300
Riverside, CA 92501
(951) 801-3681

3077 Fite Circle
Sacramento, CA 95827
(916) 366-1701

40 Clark Street, Suite J
Salinas, CA 93901
(831) 755-7900

5015 Shoreham Place (Corp. HQ)
San Diego, CA 92122
(858) 320-2000

One Market Plaza-Spear Tower, Ste 3600
San Francisco, CA 94105
(415) 293-8347

CALIFORNIA (continued)

2033 Gateway Place #562
San Jose, CA 95110
(408) 586-7611

2240 Northpoint Parkway
Santa Rosa, CA 95407
(707) 571-1883

2001 Arch-Airport Road, Suite 100
Stockton, CA 95206
(209) 948-1345

COLORADO

4815 List Drive, Unit #115
Colorado Springs, CO 80919
(719) 632-3593

611 Corporate Circle, Suite C
Golden, CO 80401
(303) 237-6601

300 E. Mineral Avenue, Suite 7
Littleton, CO 80122
(303) 781-8211

10044 Granite Hill Drive
Parker, CO 80134
(303) 840-4571

3010 Granada Boulevard
Pueblo, CO 81005
(719) 546-1150

CONNECTICUT

200 Corporate Place
Rocky Hill, CT 06067
(860) 563-7775

FLORIDA

8936 Western Way, Suite 10
Jacksonville, FL 32256
(904) 538-9171

2315 Commerce Point Dr., Suite 100
Lakeland, FL 33801
(863) 667-2050

1174 Camp Avenue
Mount Dora, FL 32757
(352) 383-1444

7320 East Fletcher Avenue
Tampa, FL 33637
(813) 887-3900

GUAM

600 Harmon Loop Road, Suite 108
Dededo Guam 96929
(671) 300-8040

KANSAS

11529 W 79th Street, Bldg. 21
Lenexa, KS 66214
(913) 962-0909

MAINE

151 Capitol Street, 2nd Floor
Augusta, ME 04330
(207) 623-0648

MARYLAND

1340 Charwood Road, Suite I
Hanover, MD 21076
(410) 850-0404

MASSACHUSETTS

215 First Street, Suite 320
Cambridge, MA 02142
(617) 497-7800

5 Whitter Street, 6th Floor
Framingham, MA 01701
(508) 370-8256

30 Porter Road
Littleton, MA 01460
(978) 486-0060

1145 Main Street, Suite 208
Springfield, MA 01103
(413) 739-1307

NEBRASKA

3730 S. 149th Street, Suite 107
Omaha, NE 68144
(402) 331-2260

NEVADA

6380 South Polaris Avenue
Las Vegas, NV 89118
(702) 736-2936

4835 Longley Lane
Reno, NV 89502
(775) 689-7800

NEW HAMPSHIRE

2 Wall Street, Suite 450
Manchester, NH 03101
(603) 623-4400

NEW JERSEY

3 AAA Drive, First Floor
Hamilton, NJ 08691
(609) 584-5271

NEW MEXICO

9019 Washington NE, Building A
Albuquerque, NM 87113
(505) 344-7373

NEW YORK

8 Automation Lane
Albany, NY 12205
(518) 437-6147

One Corporate Drive, Suite 201
Bohemia, NY 11716
(631) 218-0612

1279 Route 300, Second Floor
Newburgh, NY 12550
(845) 567-6530

NORTH CAROLINA

6200 Harris Technology Boulevard
Charlotte, NC 28269
(704) 598-1049

313 Gallimore Dairy Road
Greensboro, NC 27409
(336) 668-0093

3500 Gateway Centre Blvd., Suite 200
Morrisville, NC 27560
(919) 755-5011

OKLAHOMA

10835 E. Independence, Suite 102
Tulsa, OK 74116
(918) 627-6161

OREGON

9200 SW Nimbus Avenue, Suite A
Beaverton, OR 97008
(503) 644-9447

PENNSYLVANIA

260 Executive Drive, Suite 500
Cranberry Township, PA 16066
(724) 772-7072

180 Sheree Boulevard, Suite 3800
Exton, PA 19341
(610) 594-1444

703 South Elmer Avenue, Suite 104
Sayre, PA 18840
(570) 731-4886

TEXAS

1826 Kramer Lane, Suite M
Austin, TX 78758
(512) 926-6650

5002 Ambassador Row
Corpus Christi, TX 78416
(361) 854-4774

7805 Mesquite Bend, Suite 100
Irving, TX 75063
(972) 868-5900

2035 Central Circle, Suite 110
McKinney, TX 75069
(972) 542-4362

TEXAS (continued)

112 S. Loraine Street, Suite 401
Midland, TX 79701
(432) 687-1624

326 N. Industrial Drive
Waco, TX 76710
(254) 754-0369

UTAH

2580 Creekview Road
Moab, UT 84532
(435) 719-2018

849 West Levoy Drive, Suite 200
Taylorsville, UT 84123
(801) 261-3336

335 W. 50 North, Suite 21
Vernal, UT 84078
(435) 781-1167

WASHINGTON

14710 NE 87th Street, Suite 100
Redmond, WA 98052
(425) 636-7900

BASIS OF CHARGES

1. Listed on the attached page are typical prices for services most frequently performed by Kleinfelder. Prices for other services, including special quotes for volume work, will be given upon request, but will be subject to the terms set forth below.
2. The client agrees to limit the Kleinfelder's liability to the client and to all agents of the client, including contractors and subcontractors on the project due to Kleinfelder's professional negligent acts, errors or omissions to \$50,000 or the consultant's fee, whichever is greater. Kleinfelder's liability (as defined above) on Materials Testing projects will be limited to the greater of \$2,500 or the amount of the Kleinfelder's fee.
3. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
4. A two-hour minimum charge will be made for all field services. A four-hour minimum charge will be made for any field services in excess of two hours. A six-hour minimum charge will be made for field services in excess of four hours per day. An eight-hour minimum charge will be made for field services in excess of six hours per day.
5. A one-hour minimum charge per day will be made for any office service.
6. Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day will be charged at 2 times the hourly rate.
7. Per diem will be charged at a rate of \$140 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from the nearest Kleinfelder office.
8. Outside services will include a 20% markup, unless otherwise noted.
9. In the event of above average increases in fuel costs, a fuel surcharge of 0 to 3% will be added to all invoices.
10. The proposed fee includes standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, or work summaries) is requested.
11. Certified payroll for prevailing wage projects will be provided only if requested and will be subject to additional charges for administrative time for each pay period.
12. Kleinfelder carries Worker's Compensation Insurance (including Employer's Liability), Comprehensive General Liability and property damage insurance for its own equipment, and will furnish certificates upon request.
13. Kleinfelder routinely disposes of non-environmental and uncontaminated samples after submission of our final report and reserves the right to return environmental sample to client, at its expense, after submission of our final report.
14. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.
15. The proposed rates will be in effect for 90 days from the proposal date.
16. Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date. For time and materials projects, any not to exceed amount will be similarly adjusted.

**KLEINFELDER 2012 FEE SCHEDULE FOR
ENVIRONMENTAL, CONSTRUCTION MANAGEMENT AND
GEOTECHNICAL/MATERIALS TESTING SERVICES**

PROFESSIONAL STAFF RATES*

| | |
|---|---------------|
| Construction Inspector I..... | \$ 83 / hour |
| Construction Inspector III..... | \$ 98 / hour |
| Professional..... | \$ 102 / hour |
| Staff Professional I..... | \$ 114 / hour |
| Staff Professional II..... | \$ 125 / hour |
| Project Professional..... | \$ 141 / hour |
| Senior Professional..... | \$ 186 / hour |
| Project Manager III..... | \$ 206 / hour |
| Principal Professional..... | \$ 211 / hour |
| Senior Principal Professional..... | \$ 225 / hour |
| Senior Client Manager / Senior Project Manager..... | \$ 225 / hour |
| VP, Project Management..... | \$ 241 / hour |
| Principal..... | \$ 246 / hour |
| Expert Witness..... | \$ 312 / hour |

ADMINISTRATIVE/TECHNICAL STAFF RATES

| | |
|---|--------------|
| Administrative I / Project Administrator..... | \$ 74 / hour |
| CADD Operator..... | \$ 85 / hour |
| Technician I..... | \$ 70 / hour |
| Technician II..... | \$ 76 / hour |
| Technician III..... | \$ 84 / hour |
| Technician IV..... | \$ 90 / hour |
| Senior Technician..... | \$ 96 / hour |

Minimum Charges for Office Time Per Day..... One Hour at
Applicable Rate

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 26, 2012

Originating Department: Public Works

Clearances:

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

Subject: 2013 Parks & Right of Way Landscaping Contract

Action Required: Authorize the City Manager to sign a contract renewal with Plantscapes Inc. for Parks and Right of Way landscaping.

Exhibits: 1. Original Contract

Budget: The proposed contract amount is not to exceed \$362,692 and is funded through the professional services budgets in the Parks Resource Management and the Street Maintenance Funds. There is \$155,000 available in the adopted 2013 Street Maintenance Fund (101-000-542-30-41-01) and \$329,000 available in the adopted 2013 Parks Resource Management Fund (001-076-576-80-41-00) for contracted services.

Summary Statement:

The Parks and Public Work Departments recommend that the City Council authorize the City Manager to renew a contract with Plantscapes, Inc., for the City of Sammamish Parks and Right of Way (ROW) landscape maintenance. This contract is in addition to the work performed by our in-house maintenance and operations staff.

A request for proposals (RFP) was issued in November 2011. A total of five firms responded to the RFP. Plantscapes, Inc. was identified as the lowest responsible bidder.

This contract had the option to renew up to two (2) additional one year terms. Compensation being adjusted based on any increase in the June to January Seattle Consumer Price Index –Urban (CPI-U) rate. This will be the first renewal. Plantscapes, Inc. has provided satisfactory service and staff is recommending renewing their contract for 2013.

Traditionally the city has entered into at least two separate contracts for landscape maintenance services - one for parks landscape maintenance and one for public ROW landscape maintenance. A decision was made to combine the two contracts in an effort to reduce overall bid prices and reduce contract administration duties for staff.



City Council Agenda Bill

Background:

For the past few years, the City has contracted out landscape maintenance services for City Parks and the public ROW to private contractors. In 2011 our landscape maintenance program included 26 maintenance locations sites. In 2012, the total number of park and ROW maintenance locations was increased to 43. In 2013 the total number of park and ROW maintenance locations will be increased to 49 and include the following new locations:

1. SE 8th St. Park – Site B
2. Main Street at 228th Ave. NE
3. 233rd Ave and NE 8th St. Roundabout
4. 244th Ave NE elementary school to the north end of sidewalk
5. SE 8th street east of parkway south side of fence
6. SE 4th St. and 228th Ave SE from 228th to end of sidewalk

The increase in maintenance responsibilities has led to an increase in the overall cost of landscape maintenance services as compared to prior years.

A five-year financial history for contracted landscaping services is provided below.

| Year | Parks | Public Works | Total | Avg. Cost per Site |
|----------------|-------------------------------|--------------|------------------|--------------------|
| 2013 | Parks and PW Contracts merged | | \$282,691 | \$5,769 |
| 2012 (current) | Parks & PW Contracts merged | | \$260,462 | \$6,057 |
| 2011 | \$99,896 | \$95,000 | \$194,896 | \$7,494 |
| 2010 | \$103,201 | \$95,000 | \$198,201 | \$7,623 |
| 2009 | \$95,098 | \$75,468 | \$170,566 | \$6,560 |

Public works is requesting additional authorization for any wetland mitigation plantings that would be required over and beyond normal weeding. It is not possible to identify the level of service required for this planting until the annual wetland assessment is completed. The wetland mitigation monitoring is required for 5 years and our permit is administered through the Army Corp of Engineers. We currently have the following wetland mitigation sites that require annual monitoring:

1. Lower Commons Wetland Mitigation Area
2. Pine Lake Mitigation Area
3. 244th Wetland Mitigation Area

The last large wetland mitigation site the city was responsible for was associated with the SE 24th Street Boardwalk project. The annual planting contracts varied between \$15,000 and \$20,000. The costs typically decrease as the wetland establishes itself. Therefore, we are requesting \$50,000 of authorization specifically reserved for wetland mitigation planting. No monies from the wetland mitigation planting authorization will be utilized without careful consideration and written consent of the city.



City Council Agenda Bill

In addition to the base contract and the wetland mitigation authorization, approval of a management reserve in the amount of \$30,000 is being requested to cover additional landscaping services that may be needed throughout the year. Additional landscaping services may be needed during periods of increased park and facility use, in preparation for special events, if and when new property is acquired and when new capital projects reach completion. No monies from the management reserve fund will be utilized without careful consideration and written consent of the city.

Financial Impact:

The total amount of the proposed contract is \$362,691.77. The base amount of \$282,691.77 includes routine landscape maintenance in all identified service areas in the parks and the public ROW. An additional \$50,000 is being requested for future wetland mitigation plantings and a management reserve fund in the amount of \$30,000 is being requested to be used by written authorization to cover any unidentified landscape services for the City.

There is \$115,000 available in the adopted 2013 Street Maintenance Fund (101-000-542-30-41-01) and \$329,000 available in the adopted 2013 Parks Resource Management Fund (001-076-576-80-41-00) for these services.

Recommended Motion:

Authorize the City Manager to sign the 2013 Parks and ROW Landscape Services Contract in the amount of \$282,691.77 plus an additional authorization of \$50,000 identified for wetland mitigation plantings and a management reserve fund in the amount of \$30,000 for a total not to exceed contract amount of \$362,691.77.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Plantscapes Inc.
Project: 2013 Landscape Services for City of Sammamish Parks and Right-of-Ways
Commencing: January 1, 2013
Terminating: December 31, 2013
Amount: \$ 282,691.77 as bid, plus WSST
\$ 50,000.00 plus WSST for unidentified wetland mitigation plantings*
\$ 30,000.00 plus WSST management reserve fund*
\$ 362,691.77 – TOTAL NOT TO EXCEED plus WSST

*These items cannot be used with without the express written consent of the City.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Plantscapes Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Landscape Services for City of Sammamish Parks and Right-of-Ways and

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

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

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

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

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

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

7. Prevailing Wages

- Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the

Exhibit 1

Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to one (1) additional one year term. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. 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.

Exhibit 1

20. 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, and
Department of Public Works
Contact Name: Kyle Endelman
Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:
knedelman@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Plantscapes Inc.
Contact Name: Dustin Madden
Street Address: 1127 Poplar Place South

City, State, Zip: Seattle, WA 98144

Phone: (206) 623-7100

Contact email:
dustinmadden@plantscapes.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: Terry L Posner

Title: Pres

Date: 10/29/12

Approved as to Form:

City Attorney

Price Break down and Amendments

1. Bid Schedule

Parks:

Please provide a lump sum price for landscape services at each Sammamish park. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment A of Request for Proposal number 11-08.

| | |
|---|----------------------|
| A-1 Beaver Lake Park | \$ 9,765.00 |
| A-2 Beaver Lake Preserve | \$ 8,067.00 |
| A-3 East Sammamish Park | \$ 12,705.00 |
| A-4 Eastlake High School Community Sports Fields | \$ 546.00 |
| A-5 Ebright Creek Park | \$ 21,070.00 |
| A-6 Evans Creek Preserve | \$ 4,074.00 |
| A-7 Illahee Trail | \$ 6,568.00 |
| A-8 Kellman House | \$ 3,211.00 |
| A-9 Lower Commons Wetland Mitigation Area | \$ 5,750.00 |
| A-10 Northeast Sammamish Park | \$ 5,503.00 |
| A-11 Pine Lake Park | \$ 5,964.00 |
| A-12 Pine Lake Park Wetland Mitigation Area | \$ 2,248.00 |
| A-13 Sammamish Commons | \$ 37,335.00 |
| A-14 Sammamish Landing | \$ 3,312.00 |
| A-15 SE 8 th St Park | \$ 5,721.00 |
| A-16: Skyline High School Community Sports Fields | \$ 1,181.00 |
| A-17: 4354 Eastlake Sammamish Parkway NE: <i>Vacant Land</i> | \$ 589.00 |
| A-18: 4620 Eastlake Sammamish Parkway NE: <i>Vacant Land</i> | \$ 931.00 |
| A-19: SE 8 th St. Park – Site B 1615 220 th Ave. SE | \$ 2,148.00 |
| SUBTOTAL FOR PARKS | \$ 136,688.00 |

Right of Way:

Please provide a lump sum price for landscape services at each designated location or corridor. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment B of Request for Proposal number 11-08.

| | |
|---|--------------|
| B-1: 228 th Ave NE/SE: <i>Southern City Limits to NE 20th Street</i> | \$ 50,814.00 |
| B-2: 244 th Ave NE/SE: <i>Windsor Blvd to NE 8th Street</i> | \$ 9,605.00 |
| B-3: 244 th Ave NE Wetland Mitigation Area | \$ 1,399.00 |
| B-4: Chun's Corner: <i>Windsor Blvd and Hazel Wolf Parking Lot</i> | \$ 527.00 |
| B-5: East Beaver Lake Drive | \$ 1,335.00 |
| B-6: Eastlake Sammamish Parkway: <i>Inglewood to 2200 Block</i> | \$ 5,673.00 |
| B-7: Ho's Corner: <i>Beaver Lake Way and Beaver Lake Drive</i> | \$ 1,180.00 |
| B-8: Issaquah Pine Lake Road: <i>228th Ave to SE 32nd Street</i> | \$ 3,543.00 |
| B-9: Inglewood Hill Road Roundabout | \$ 1,446.00 |
| B-10: Maintenance and Operation Center (<i>1801 244th Ave NE</i>) | \$ 4,201.00 |
| B-11: NE 8 th Street: <i>231st Place NE to 244th Ave NE</i> | \$ 2,657.00 |
| B-12: NE 8 th /Inglewood Hill Road: <i>Slope Mowing</i> | \$ 2,248.00 |
| B-13: NE 14 th Drive Traffic Calming | \$ 1,085.00 |
| B-14: NE 16 th Street: <i>212th Ave NE to 219th Place NE</i> | \$ 2,433.00 |
| B-15: Song-Le Corner: <i>NE 20th Street with 228th Ave NE</i> | \$ 862.00 |
| B-16: Rachel Carson Landscape | \$ 1,729.00 |
| B-17: SE 8 th Street and /244 th Ave SE Corridor | \$ 1,058.00 |
| B-18: SE 20 th Street: <i>228th Ave SE to 212th Ave SE</i> | \$ 4,401.00 |
| B-19: SE 24 th Street: <i>228th Ave SE to 248th Ave SE</i> | \$ 6,384.00 |
| B-20: 248 th Ave SE: <i>SE 14th Street to SE 24th Street</i> | \$ 669.00 |
| B-21: Crew's Corner: <i>SE 30th Street and 226th Ave SE</i> | \$ 2,532.00 |

Exhibit 1

| | |
|--|----------------------|
| B-22: SE 32 nd St Traffic Calming: 228 th Ave SE to 220 th Ave SE | \$ 1,850.00 |
| B-23: SE 32 nd Street: 241 Ave Se to Sunny Hills Elementary | \$ 2,901.00 |
| B-24: South Pine Lake Route: 228 th Ave SE to 212 th Ave SE | \$ 5,666.00 |
| B-25: Thompson Hill Corner: @ Eastlake Sammamish Pkwy | \$ 498.00 |
| B-26: Main Street @ 228 th Ave. NE/SE | \$ 912.00 |
| B-27: 233 rd Ave. & NE 8 th St. Roundabout | \$ 1,446.00 |
| B-28: 244 th Ave. NE Elementary School to end of sidewalk * | \$ 1,210.00 |
| B-29: SE 8 th St. ELSP north side to end of fence | \$ 358.00 |
| B-30: SE 4 th St. 228 th Ave. SE west to end of sidewalks | \$ 856.00 |
| SUBTOTAL FOR RIGHT OF WAY | \$ 121,478.00 |

*September-December 2013 only

| | |
|--------------------------------|----------------------|
| A: Subtotal for Parks | \$ 136,688.00 |
| B: Subtotal for Right of Way | \$ 121,478.00 |
| Subtotal (A+B) | \$ 258,166.00 |
| Sales Tax @ 9.5% | \$ 24,525.77 |
| TOTAL COST FOR ALL WORK | \$ 282,691.77 |

Amendments

The City reserves the right to amend the contract up to \$ 370,000.00



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 6, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Contract for graphic design services for the Parks & Recreation Program Guide

Action Required: Authorize the City Manager to execute a contract with UpRoar for graphic design services for production of the Sammamish Parks and Recreation Program Guide.

Exhibits: 1. Contract

Budget: 2013 Budget: \$16,500 in Recreation Programs for graphic design services.

Summary Statement:

This Contract for graphic design services will include the creation, design and format of the City's recreation guide. This informative guide is mailed directly to residents three times a year and includes relevant park information, information on recreation programming and special event dates.

A Request for Proposals (RFP) was issued in November 2011 for graphic design services. A total of 11 companies responded to the RFP. UpRoar Advertising, Design and Public Relations (UpRoar) was selected for the project based on experience with similar projects, quality of previous work, and their overall quote for graphic design services. The original Request for Proposals allowed for up to three contract renewals. This is the first renewal under the original authorization. This contract is for graphic design services for 2013, with an option to renew for up to two (2) additional years.

Under this contract, UpRoar will provide graphic design services to produce three recreation guides a year (issued in May, August and December of 2013) for an amount not to exceed \$15,300.00 plus w.s.s.t.

There is no increase in the design costs from the previous year.

Background:

The Parks and Recreation Department began publishing the Parks and Recreation Guide over eight years ago. The guide was initially published twice per year. In response to citizen feedback, the Department switched to three publications per year in 2008 to provide more timely information to the community.

The Parks & Recreation Guide is mailed to residents three times per year (included as an insert in the City's newsletter to reduce postage costs.) The guide includes information on facility rentals, special events, park projects, public meetings, Arts Commission programs, recreation programs, and other community programs (Nightmare at Beaver Lake Park, Sammamish Symphony etc.) The guide also



City Council Agenda Bill

includes a message from the Mayor, recognition of our event sponsors, a list of recreation providers in Sammamish, and news articles on parks and recreation happenings.

In previous fiscal years, our contract with our graphic design firm included additional marketing pieces – postcards, posters, and summer pocket schedules. As a cost savings measure, these smaller (and less technical) graphic design projects, were brought in-house for design. We are planning to continue producing these smaller marketing pieces in-house.

Financial Impact:

The 2013 budget for graphic design services for the recreation program guide is \$16,500. The total contract amount is \$15,300 + w.s.s.t.

Recommended Motion:

Authorize the City Manager to execute a contract with UpRoar for \$15,300.00 plus w.s.s.t. for production of the Sammamish Parks and Recreation Program Guide.

Exhibit 1

services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

7. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. Copyrights. The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. Insurance.

A. The Contractor 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 Contractor, its agents, representatives, or employees.

B. Minimum Scope of Insurance

Contractor 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 Contractor's profession.

C. Minimum Amounts of Insurance

Contractor 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.

Exhibit 1

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

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

15. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

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

17. **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.

18. **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.

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

UpRoar Advertising, Design and Public Relations
93 South Jackson Street #39201
Seattle, WA 98104
(206) 447-5574

20. **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.

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

Exhibit 1

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. 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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

E. Verification of Coverage

Contractor 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 Contractor before commencement of the work.

10. Record Keeping and Reporting.

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

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

11. 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.

12. Termination.

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

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

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

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

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

Exhibit 1

CITY OF SAMMAMISH:

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By:  _____

Title: President

Date: 11/2/12

Approved As To Form:

City Attorney

Exhibit A
City of Sammamish
Scope of Services

A. Total Compensation

Total Compensation for this Agreement is not to exceed \$15,300.00 + W.S.S.T.

B. Scope of Services

1. Development of concepts, preparation of design and layout, art direction, production management, and communication with client.
2. Mechanical production of creative work through final art design.
3. Supervision of printing, such as reviewing color proofs and attending press checks.
4. Strategic development and direction through agency-produced creative brief.
5. A project kick-off meeting followed by regular meetings concerning projects, as needed
6. Up to three (3) rounds of creative edits per project.

C. Deliverables:

1. Recreational Guides – Three separate recreational guides, up to 24-pages each, designed in full color, and published three times a year (January, May and August).
2. The City of Sammamish will provide all the necessary content including text and photos for each deliverable.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 26, 2012

Originating Department: Public Works

Clearances:

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

Subject: Contract for fence repair, fence replacement and new fence construction.

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

Exhibits: Contract and scope of work

Budget: \$80,000.00 plus \$7,600 WSST (estimated amount) of funded in various project and maintenance line items (Parks and Recreation, Public Works and Facilities).

Summary Statement:

The Parks and Recreation, Public Works and Facilities Departments desire to enter into a contract with All-Around Fence Co. for fence repair, fence replacement and new fence construction services. All-Around Fence Co. was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster. The contract is for an amount not-to-exceed \$80,000.00 and the duration of the agreement is until December 31, 2014.

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

Background:

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

Financial Impact:

The requested authorization amount is not-to-exceed \$80,000.00 plus \$7,600 WSST (estimated amount) for the duration of the contract. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute a contract with All-Around Fence Company for an amount of not-to-exceed \$80,000.00 plus \$7,600 WSST (estimated amount) for fence repair, fence replacement and new fence construction services.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and All- Around Fence Company
Project: Fence Maintenance Contract
Commencing: 1-1-13
Terminating: 12-31-14
Amount: \$80,000 plus \$7,600 WSST

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Fence Maintenance Contract and

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

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

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

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

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

Exhibit 1

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

Exhibit 1

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

Exhibit 1

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

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

Exhibit 1

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

19. 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.

20. 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, and
Department of Public Works

Contact Name: (Project Manager)

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: FLast@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
All-around Fence Company

Contact Name: Tera Armstrong

Street Address:

City, State, Zip:

Phone: 253-863-4895

Contact email: allaroundfence@msn.com

CITY OF SAMMAMISH, WASHINGTON

By: _____
Title: _____
Date: _____

CONTRACTOR, WASHINGTON

By: Tera Armstrong
Title: office manager
Date: 11/21/12

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

100' of 6' tall full panel cedar fence. \$1,985.00 plus WSST

100' of type 1, 6' tall black vinyl coated chain link fence. \$2,165.00 plus WSST

100' of 6' tall type 1 galvanized Chain link fence. \$1,775.00 plus WSST

Exhibit 1

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| X Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 91-1598227

Social Security No.: 536-70-0137

Print Name: Ron Dagley

Title: Owner

Business Name: All Around Fence Co.

Business Address: P.O. Box 1029

Business Phone: 253-863-4895

11-21-12

Date



Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2013

Date Submitted: November 26, 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: 2013 Parks and Streets Sweeping Contract.

Action Required: Authorize the City Manager to sign a Contract with Best Parking Lot Cleaning Inc. for street sweeping services in 2013.

Exhibits: 2013 Contract with Best Parking Lot Cleaning Inc.

Budget: This contract is for an amount not to exceed \$102,694 and is funded through the professional services budgets in the Parks Resource Management, the Street Maintenance and the Surface Water Maintenance Funds. There is \$48,400 available in the adopted 2013 Street Maintenance Fund (101-000-542-67-48-50), \$329,000 available in the adopted 2013 Parks Resource Management Fund (001-076-576-80-41-00) and \$50,000 available in the adopted 2013 Surface Water Maintenance Fund (408-000-538-35-41-00) for these services.

Summary Statement:

The Parks and Public Works Departments recommend that the City Council authorize the City Manager to award and execute a contract with the City's current parks and street sweeping vendor, Best Parking Lot Cleaning Inc., for services in 2013.

Background:

The current Parks and Street Sweeping contract was bid and approved for an amount not to exceed \$146,046 in 2012 and expires on December 31, 2012. The total contract amount for 2013 is \$142,693.62, an approximate \$3,000.00 savings from 2012, and is renewable for one additional one year term after its expiration on December 31, 2013.

The proposed renewed Street Sweeping contract with Best Parking Lot Cleaning is to sweep our main arterials every other week between January-April, one time per month May- September and three times per week October- December. City Parks get swept weekly between January- September and in December, two times per week in October and November and prior to community events throughout the year. Neighborhood curb streets get swept two times per period January-April, five times per period September- December and in response to specific requests.



City Council Agenda Bill

Financial Impact:

This contract is funded out of the budgeted funds listed in the table below. The total amount of contract is \$102,693.62. An additional \$40,000 is proposed as a management reserve to be used only with written authorization to cover any unidentified cleaning services that may be needed in 2013 for the City. These services may include accident, spill and storm responses. The contract fits well within the approved budget.

| Fund | Budgeted Amount |
|--|------------------------|
| Street (101-000-542-67-48-50) | \$48,400 |
| Surface Water (408-000-538-35-41-00) | \$50,000 |
| Parks Resource Management (001-076-576-80-41-00) | \$329,000 |
| Total | \$427,400 |

Recommended Motion:

Authorize the City Manager to sign Contract Renewal with Best Parking Lot Cleaning Inc. in the amount of \$102,693.62 plus a management reserve fund in the amount of \$40,000 for a total not to exceed contract amount of \$142,693.62.



SMALL PUBLIC WORKS CONTRACT

Between: The City of Sammamish and Best Parking Lot Cleaning Inc.
Project: Parks and Street Sweeping
Commencing: January 1, 2013
Terminating: December 31, 2013
Amount: \$142,693.62 (\$102,693.62 for “base” sweeping services plus \$40,000.00 for on-call, additional and emergency sweeping services as needed and as approved in writing by the City)

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Best Parking Lot Cleaning Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Parks and Street Sweeping and

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

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

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

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

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

Exhibit 1

incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

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

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

4. Warranties/Guaranty.

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

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

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

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

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

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document,

Exhibit 1

signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

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

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

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

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

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

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

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

Exhibit 1

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

OR

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. 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.

20. General Conditions and Special Conditions. General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the standard Small Works Roster contract and the General and Special Conditions, the most stringent requirement shall control.

SC-1 **Project Safety**

Contractor agrees that in performing the work contained within the Contract, that it will meet all safety regulations as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions of the work sites or contained within the contract, which appear to be in violation of the provisions of said Act. The Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier(s) or subcontractor(s) to meet all required WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

SC-02 **Hazardous Chemical Inventory**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to the Project Manager no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

SC-03 **Disposal**

The contractor is responsible for the disposal of all sweeping debris. No storage of sweeping debris on City property is possible.

21. 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, and

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:
kendelman@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Best Parking Lot Cleaning Inc.

Contact Name: Rebecca Craig

Street Address: PO Box 159

City, State, Zip: Sumner, WA 98390

Phone: (253) 863-3330

Contact email: Rebecca Craig
rebeca@bestparkinglot.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: Ben Yazici, City Manager

Date: _____

Attest/Authenticated:

Melanie Anderson
City Clerk

CONTRACTOR, WASHINGTON

By: Rebecca M Craig

Title: President

Date: 10/22/12

Approved as to Form:

[Signature]
City Attorney

EXHIBIT A
City of Sammamish

Scope of Work, Technical Specifications and Cost Schedule

2013 Street Sweeping

Scope of Work

To provide street sweeping for the year of 2013 in all of the following areas at the listed sweeping frequencies:

- 1 Sweeping of All arterials (listed below) on the following schedule:
 - January – April Every other week
 - May – September 1 time per month
 - October - December 3 times per week
 - Prior to community events throughout the year (approx. 1 per month)

- 2 Sweeping of all of city parks parking lots and access roads (listed below) on the following schedule:
 - January – September & December Weekly
 - October and November 2 times per week
 - Prior to community events throughout the year: Approximately 3 times per park per year.

- 3 Sweeping all of neighborhood curb streets on the following schedule:
 - January – April and September – December: 4 times per year (2 times each period)
 - In response to specific requests

- 4 City Hall Complex
 - Outside parking lot: Vacuum sweep 1 time in each of the months of February, May, and November (due to the porous asphalt surface vacuum sweeping is mandatory).
 - Underground garage parking “Tennant” (or equal) water vacuum sweep 1 time in each of the months of February, May and November.
 - Outside parking lot: Prior to community events throughout the year (approximately 4 times per year).

- 5 Emergency response
 - Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup
 - Callout response which includes accident and or spill cleanup (must be able to respond and be on site in Sammamish within 1 hour of notification).

Technical Specifications

1. Definitions

The following terms and definitions used in the agreement are described as follows:

- (a) “Additional Services” means additional street sweeping services to be provided by the Contractor in response to accidents, spills, emergencies or other requests by the City, 365 days/year, 24 hours/day within 45-60 minutes of notification, on a call out basis, or as required by the Operations and Maintenance Manager or his designee.
- (b) “City” means the City of Sammamish, a Washington municipal corporation.
- (c) “Contractor” means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement, performing the work herein specified.
- (d) “Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, including, without limitations, and not limited to, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, wars, accidents or spills.
- (e) “Intersection” means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.
- (f) “Public right-of-way” means the land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.
- (g) “Services” means all work outlined herein to be performed by the Contractor.
- (h) “Street” means any street, road, boulevard, drive, alley, lane, way, place or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes and those paved areas between curbs, that exist where alleys intersect streets.
- (i) “Work” means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services defined herein and the carrying out of all duties and obligations imposed by the Contract.

2. Services

- 2.1 Scope of Services** Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary street sweeping services including, collection and disposal of sweeping debris, consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the Operations and Maintenance Manager (also referred to in the Contract as the Project Manager) or his designee.
- 2.2 Response Times.** For all general maintenance sweeping services, Contractor will perform to agreed work schedule. Contractor also agrees to respond to and perform Additional Services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an accident, spill or emergency, as determined by the City, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, within 60 minutes of receiving notice from the City to proceed.
- 2.3 Record/Logs.** Within seven days of the Notice to Proceed, the Contractor shall submit for the City's approval, a monthly sweeping schedule that meets the sweeping requirements of this Contract, together with a planned route outlined on maps furnished by the City. The Contractor shall designate which holidays it will observe and indicate all schedule modifications if the holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule as submitted, the Contractor shall give not less than seven (7) calendar days written notice of any proposed changes to the Operations and Maintenance Manager. The Contractor shall maintain accurate records of the Services performed and of the sites utilized for disposal of the street sweeping debris. At a minimum, these records shall show the dates, times and locations of sweeping operations, dates and times of transport and disposal of sweeping debris, amount of disposed debris or material, the name and location of the debris disposal site(s) used, and the name of the streets where the sweeping services were performed. The Contractor shall provide the City, at least once a month, a written report giving this information. It is the Contractor's responsibility to provide the City with all required information stated in this section.
- 2.4 Incidental Costs.** The Contractor shall be responsible for obtaining and paying for any water (and any other incidental costs) used in connection with provision of the sweeping services provided for under this Contract. All water used shall be obtained through proper permitting processes required by the water purveyor.
- 2.5 Employees.** All Contractor's employees and agents who participate in the performance of the Services described herein shall be competent and skilled in the performance of such work and in the operation of all equipment used to perform said sweeping services. The Contractor agrees to provide an adequate number of such employees in order to provide the Services. The Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible and to be neat in appearance.

- 2.6 Equipment.** The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air). The contractor shall have at least 5 sweepers in their inventory that meet the equipment specifications listed. All equipment shall have a minimum six (6) yard holding capacity. All equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, equipped with the proper warning lights in accordance with RCW Chapter 46.37 as it applies to slow moving and/or maintenance vehicles, and shall not be more than five (5) years old. The acceptability of the Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Operations and Maintenance Manager. Double-gutter brooms will be required on all sweepers where necessary to properly clean any public right-of-way. All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.
- 2.7 Cleaning Standard.** All streets, intersections and parking lots shall be swept clean curb to curb or from edge of asphalt to edge of asphalt and no piles or trails of debris shall be left anywhere within the areas swept. Water shall be used as required by the City to control dust. Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street or parking lot. Any waste left on public or private property by the Contractor shall immediately be removed upon notice from the Operations and Maintenance Manager. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean the same within the same day that notice is given by the Operations and Maintenance Manager, the Operations and Maintenance Manager may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.
- 2.8 Office.** The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Operations and Maintenance Manager, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, a telephone-recording machine shall be in operation to receive messages.
- 2.9 Contact Person.** Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Contract and communication of information necessary for the performance of the Contract. The Contractor shall provide the City daily communication by phone when in town performing sweeping services. The City shall have direct communication to the sweeper by cellular phone.

2.10 Utilities. The Contractor shall be obligated to protect all public and private utilities from damage while performing the Services described herein. The Contractor shall be responsible for any and all restoration or replacement costs due to damages resulting from the Contractor's activities.

3. Hazardous Substances.

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the debris or material and perform the Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Washington State Department of Ecology and the United States Environmental Protection Agency. Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state or federal government authority that are necessary to perform the Services, and provide copies of such to the City. Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. Contractor shall require that all operators of its street sweeping equipment maintain current, valid Washington State Driver's Licenses.

4. Disposal.

The Contractor shall deliver, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Washington State Department of Ecology and any other federal, state or local agency or department with jurisdiction. The Contractor shall at all times advise the City of the disposal site or sites being used by the Contractor, and provide copies of all disposal tickets to the City. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Washington State Department of Ecology for that specific purpose.

Arterial Street Sweeping List

| <u>Street</u> | <u>From</u> | <u>To</u> |
|---|--------------------------|--------------------------|
| 228 th Ave | 43 rd Way | 4519 Sahalee Way |
| E Lk Sammamish Pkwy | 43 rd Way | 187 th Ave NE |
| Issaquah Pine Lake Rd | SE 48 th | 228 th Ave SE |
| Issaquah Pine Lake Rd. | 228 th Ave SE | 224 th Ave SE |
| Inglewood Hill Rd | E Lk Sammamish Pkwy | 228 th Ave NE |
| Duthie Hill Rd | Issaquah-Beaver Lake Rd | 267 th Ave SE |
| Duthie Hill Rd | 272 nd Ave SE | Trossachs Rd |
| 212 th Ave SE | Thompson Hill Rd | E Lk Sammamish Pkwy |
| Thompson Hill Rd | 212 th Ave | E Lk Sammamish Pkwy |
| SE 24 th | 212 th Ave | E Lk Sammamish Pkwy |
| NE 8 th St | 228 th Ave | 244 th Ave NE |
| 244 th Ave NE/SE | SE 8 th St | NE 31 st St. |
| SE 24 th St | 228 th Ave | West Beaver Lake Dr |
| E/W Beaver Lake Dr | SE 24 th St | SE 32 nd St |
| SE 32 nd Way | Issaquah-Pine Lake Rd | SE Duthie Hill Rd |
| SE 32 nd /29 th St | 212 th Ave | 228 th Ave SE |
| SE 20 th St | 212 th Ave | 228 th Ave SE |
| SE 8 th / 218 th Ave SE / SE 4 th St | 212 th Ave | 228 th Ave SE |
| SE 8 th St | 228 th Ave | 244 th Ave |
| 244 th Ave SE | SE 32 nd | SE 24 th ST |
| 216 th Ave NE | Inglewood Hill Rd | NE 20 th St |

City of Sammamish Parks Parking lots

1. Beaver Lake Park
 - a. Ball field parking lot and access roadway off of 244th Ave SE
 - b. Lodge parking lot and turn around area and Maintenance shop area at 25005 SE 24th St

2. Ebright Creek Park
 - a. 1317 212 Ave. SE – Parking lots and access roads

3. Pine Lake Park
 - a. 2405 228th Ave SE – Parking lots and roadways

Exhibit 1

4. Northeast Sammamish Park – West side of Road
 - a. 36th St NE & Sahalee Way – parking area
5. Lower Commons – Parking Lot
 - a. 801 228th Ave SE – parking area and access roads
(access from 222nd Pl. SE)
6. East Sammamish Park
 - a. 21300 NE 16th Way – parking area & access roads

City Hall

- 801 – 228th Avenue SE

Cost Summary

Schedule A

Sweeping from 1 January 2013 through December 31, 2013

Arterial Streets:

40 Sweepings/ approximately 1840 lane miles, including disposal cost
\$29.09 per lane mile

Sweeping Cost \$ 53,525.60 + tax \$ 5,085.41 = **Total \$ 58,611.01**

Parks:

80 total sweeps, including disposal \$11,000.00 + tax \$ 1,045.10 = **Total \$ 12,045.10**

Neighborhood Streets:

4 times per year / approximately 780 curb miles including disposal cost
\$ 31.01 per lane mile.

Sweeping Cost \$ 24,187.80 + tax \$ 2,298.06 = **Total \$ 26,485.86**

City Hall Complex:

| | |
|---|-----------|
| 3 Sweeps upper parking lot | \$ 250.00 |
| 3 Sweeps underground covered parking lot | \$ 250.00 |
| Prior to community events throughout the year (Approximately 4 times per year) | \$ 250.00 |

Sweeping Cost \$ 750.00 + tax \$ 71.25 = **Total \$ 821.25**

Prior to community / special events or as requested:

| | | |
|----------------------|-------------|-------------------|
| 9 Sweeps, 2 hours ea | arterials | \$ 80.00 per hour |
| 9 Sweeps, 2 hours ea | parks | \$ 80.00 per hour |
| 9 Sweeps, 2 hours ea | residential | \$ 80.00 per hour |

Sweeping Cost \$ 4,320 + tax \$ 410.40 = **Total \$ 4,730.40**

Schedule A Total: \$ 102,693.62 (including tax)

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 27, 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: Approve contract with Everson’s Econo-Vac Inc. for 2013 Storm Sewer System Cleaning Services

Action Required: Authorize the City Manager to execute a contract agreement, in an amount not to exceed \$350,400, with Everson’s Econo-Vac Inc. for 2013 storm sewer cleaning.

Exhibits: 1. Contract, signed by Everson’s Econo-Vac Inc.

Budget: The approved 2013 Surface Water Management budget has \$400,000 available for Storm Sewer System Cleaning Services under the professional services line item (408-000-531-35-41-00).

Summary Statement:

This contract for storm sewer system cleaning services will augment and compliment the work of our in-house Public Works Maintenance and Operations staff. As it has been the case for the past few years, storm sewer system cleaning services have been identified in the City’s adopted 2013 budget to be performed as a contracted service.

Background:

For the past several years, the City has established a regular maintenance program, including annual cleaning, for the City’s storm sewer system. This program has been established to comply with the Sammamish Storm Water Comprehensive Plan, standard industry maintenance practice, Endangered Species Act (ESA) regulations, to help reduce possible flooding events, to improve stormwater runoff quality and to ensure that the city’s storm sewer system functions as efficiently as possible. Prior to establishment of this program, King County cleaned the system for the city on an “as needed basis” when operational problems occurred.

Standard industry practice is to establish a baseline for maintenance cleaning of the stormwater system by determining which areas of the system require more frequent cleaning than others. Once this baseline is established a very specific maintenance program can be instituted which will give each specific portion of the system only the level of cleaning service it requires to operate at peak efficiency. This level of service will help reduce pollution and sediment in the streams and lakes into which the system flows, as well as help reduce the possibility of flooding due to a poorly maintained system.



City Council Agenda Bill

The contract before the City Council for consideration is significantly higher than previous years. This is due to the requirements of the National Pollution Discharge Elimination System (NPDES) permit. The permit requires that the city's stormwater system be cleaned out more frequently than previously determined necessary by staff. In addition, it is required that the city replace the stormwater vault filters once every two years. The work associated with the filter replacement is included in this proposed contract.

As part of the contract scope of work, the contractor will provide the City with a map showing the location and flow direction of each of the catch basins and pipes cleaned. The contractor will also provide the city with the quantity of material cleaned from the various catch basins, pipes and other appurtenances in the stormwater system. This information will be used to help city staff develop a more specific future maintenance program and schedule for the system. Additionally the comprehensive cleaning services will assist the City in development of a list of deficiencies in the operation of the system which will allow a repair plan to be put together to help us avoid emergency flooding and potential claims.

This contract was competitively bid in November of 2012. Econo-Vac Inc was the lowest responsible bidder. This contract is a one year base contract for 2013 with the possibility of one, one year renewal, at the City's option, at a simple Seattle CPI-U increase in the contracts' unit bid prices.

Financial Impact:

The approved 2013 budget includes the following dollars for professional services associated with stormwater system cleaning:

| | |
|---|------------------|
| Catch Basin Cleaning in the public right of way and stormwater facilities | \$275,000 |
| Catch Basin Cleaning in public park land | \$50,000 |
| Stormwater vault filter replacement | \$75,000 |
| TOTAL Available Budget | \$400,000 |
| Proposed Contract Amount* | \$350,400 |

*The total contract "not to exceed" amount is \$350,400. With execution of this contract, the cost of storm sewer system cleaning services in 2013 will be \$320,000 with a \$30,400 management reserve to be used for additional storm sewer cleaning services that may be needed during the year. This management reserve amount may only be expended by written authorization of the city.

Recommended Motion:

Move to authorize the City Manager to execute and manage the contract with Everson's Econo-Vac Inc. for Storm Sewer System Cleaning Services for 2013 in an amount not to exceed \$350,400, including a management reserve amount of \$30,400.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Everson's Econo-Vac
Project: 2013 Storm System Cleaning
Commencing: January 1, 2013
Terminating: December 31, 2013
Amount: \$320,000 plus
\$30,400 in a management reserve fund that is not to be used without written
authorization from the City of Sammamish

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Everson's Econo-Vac, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2013 Storm System Cleaning and

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

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

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

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

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

Exhibit 1

incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

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

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

4. Warranties/Guaranty.

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

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

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

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

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

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document,

Exhibit 1

signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

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

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where

such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

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

OR

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

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

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

10. Termination.

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

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

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

Exhibit 1

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

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. 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 Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

15. 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.

16. 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.

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

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

19. 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.

20. 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, and
Department of Public Works

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:
Kendelman@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Everson's Econo-Vac

Contact Name: 2013 Storm System Cleaning

Street Address: PO Box 428

City, State, Zip: Sumner WA, 98390

Phone: 253-848-5250

Contact email: lisa@eversons-econovac.com

CITY OF SAMMAMISH, WASHINGTON

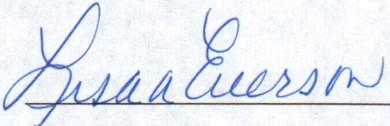
By: _____

Title: _____

Date: _____

Attest/Authenticated:

CONTRACTOR, WASHINGTON

By:  _____

Title: President

Date: 11.20.2012

Approved as to Form:

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Cleaning Type 1 & Type 2 Catch Basins:

This will be a cost per unit bid. The actual number of catch basins will vary.

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will follow a systematic route, cleaning all Type 1 and Type 2 catch basins within the specified maintenance zone(s). Zone 1 will be cleaned in the 1st year. Zone 3 will be cleaned in the 2nd year. All catch basins located on East Lake Sammamish Parkway NE/SE and 228th Avenue NE/SE catch basins will be cleaned every year. The City does not warrant that the actual quantities of work will correspond with those estimates. The city reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
2. Contractor will log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been cleaned and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor will prepare a map in electronic format identifying the location of each catch basin. The log will be submitted monthly with request for payment.
3. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each catch basin location, the contractor will clean all catch basin grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No decant will be pumped or drained into the sanitary sewer system.

Additional Catch Basin Cleaning

1. At the direction of the Project Manager, the contractor will perform additional catch basin cleaning service as be required.

Cleaning 48” and 72”Pond Control Structure:

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will clean Pond Control Structures identified by the Project Manager. Sizes vary but are typically 48” dia. and 72” dia.
2. Contractor will log, on a road map approved by the Project Manager, the location of Pond Control Structures that have been cleaned and indicate the direction of storm water flow into or from each Pond Control Structure. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each Pond Control Structure cleaned. Contractor will prepare a map in electronic format identifying the location of each Pond Control Structure. The log will be submitted monthly with request for payment.
3. Once a Pond Control Structure is cleaned, contractor will mark the structure with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each Pond Control Structure location, the contractor will clean all Pond Control Structure grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the Pond Control Structure or storm system. No decant will be pumped or drained into the sanitary sewer system.

Additional Pond Control Structure Cleaning

1. At the direction of the Project Manager, the contractor will perform additional Pond Control Structure Cleaning service as may be required.

Small and Large Vault Bottom Cleaning:

Contractor will perform the following:

Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will clean Vault Bottoms identified by the Project Manager. Sizes vary but small vaults are typically 4’x10’. Large vaults are typically 20’x60’.

1. Contractor will log, on a road map approved by the Project Manager, the location of Vault Bottoms that have been cleaned and indicate the direction of storm water flow into or from each vault. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each vault cleaned. Contractor will prepare a map in

Exhibit 1

electronic format identifying the location of each vault. The log will be submitted monthly with request for payment.

2. Once a Vault Bottom is cleaned, contractor will mark the structure with permanent white paint at a location and in a manner specified by the Project Manager.
3. Before leaving each vault location, the contractor will clean all vault grates and/or lids with high-pressure water.
4. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the Pond Control Structure or storm system. No decant will be pumped or drained into the sanitary sewer system.

Vault Filter Cartridge Replacement

Contractor will perform the following:

1. Remove and dispose existing vault filter cartridge
2. Furnish and install new Contech ZPG vault filter cartridges

Additional Vault Bottom Cleaning

1. At the direction of the Project Manager, the contractor will perform additional cleaning service as may be required.

Pipe Jetting Service

1. At the direction of the Project Manager, the contractor will perform pipe jetting sufficient to clear piping where necessary.

Potholling Vactor Services

1. At the direction of the Project Manager, the contractor will perform vactor potholing where necessary to expose piping and buried utilities.

Root Cutting

1. At the direction of the Project Manager, the contractor will perform root cutting using either high pressure water jet or mechanical cutting head as necessary to clear roots from the piping where necessary.

TV Pipe Inspection

1. At the direction of the Project Manager, the contractor will furnish TV pipe inspection and provide the Project Manager with a digital visual record of the inspection.

Emergency Spill Response

1. Provide vactor service on call-out with a 45 minute response time 24 hours a day 7 days a week for incidents where immediate spill cleanup is deemed necessary by the Project Manager or the city's on-call maintenance worker. Contractor travel time is not included in the measurement of hours for this item.

Emergency Storm Water Response

1. Provide vactor and pipe jetting service on call-out with a one (1) hour response time 24 hours a day, 7 days a week for storm water system related emergencies where emergency service is deemed necessary by the Project Manager or the city's on-call maintenance worker. Contractor travel time is not included in the measurement of hours for this item.

Having carefully examined the Contract Documents titled, 2013 *Stormwater System Cleaning*, as well as the site of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

Exhibit 1

| Item No. | ITEMS OF WORK | Approx. Quantity | Unit | Unit Price | Amount |
|----------|--|------------------|-------|---------------|------------------|
| 1 | Cleaning Type 1 & 2 Catch Basins | 3000 | Each | \$39.95_____ | \$119,850.00____ |
| 2 | Additional CB Cleaning | 100 | Hours | \$256.00_____ | \$25,600.00____ |
| 3 | 48" dia Pond Control Structure | 50 | Each | \$300.00_____ | \$15,000.00____ |
| 4 | 72" dia Pond Control Structure | 50 | Each | \$375.00_____ | \$18,750.00____ |
| 5 | Additional Pond Control Structure Cleaning | 25 | Hours | \$256.00_____ | \$6,400.00____ |
| 6 | Small Vault Bottom Cleaning | 10 | Each | \$300.00_____ | \$3,000.00____ |
| 7 | Large Vault Bottom Cleaning | 5 | Each | \$950.00_____ | \$4,750.00____ |
| 8 | Vault Filter Cartridge Replacement | 75 | Each | \$350.00_____ | \$26,250.00____ |

| Item No. | ITEMS OF WORK | Approx. Quantity | Unit | Unit Price | Amount |
|----------|----------------------------------|------------------|-------|---------------|----------------|
| 9 | Additional Vault Bottom Cleaning | 30 | Hours | \$256.00_____ | \$7,680.00____ |
| 10 | Pipe Jetting Service | 20 | Hours | \$226.00_____ | \$4,520.00____ |
| 11 | Potholing Vactor Service | 10 | Hours | \$226.00_____ | \$2,260.00____ |
| 12 | Root Cutting Service | 10 | Hours | \$256.00_____ | \$2,560.00____ |
| 13 | TV Pipe Inspection and Record | 10 | Hours | \$150.00_____ | \$1,500.00____ |
| 14 | Emergency Spill Response | 6 | Hours | \$261.00_____ | \$1,566.00____ |
| 15 | Emergency Storm Water Response | 20 | Hours | \$261.00_____ | \$5,220.00____ |

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, and _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars (\$_____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the _____ day of, 20_____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL

SURETY

By _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 27, 2012

Originating Department: Public Works Department

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Temporary Development Review services

Action Required: Authorize the City Manager to execute a contract with Prothman to provide development review services on an on-call basis, in an amount not to exceed \$40,000.

Exhibits: Contract Agreement

Budget: \$ 40,000 in the adopted 2013 Public Works Budget for Engineering Services and Development Review Support.

Summary Statement:

The Public Works Department requires temporary development review services to cover while the City's Development Review Engineer is out for an extended leave.

Background:

The duration of the work covered by this agreement is anticipated to be approximately three months. The contract provides for approximately four and one-half months to cover initial coordination along with the possible extension should that be necessary.

Financial Impact:

It is expected that all costs incurred will be borne by the applicant for whom the review is performed and will not impact currently budgeted City program funds. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

Authorize the City Manager to execute a contract with Prothman, to provide development review services on an on-call basis, in an amount not to exceed \$40,000.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Prothman, hereafter referred to as the "Contractor".

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

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

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

1. **Scope of Services to be Performed by Contractor**. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment**. The City shall pay the Contractor for services rendered the sum of \$45.50 per hour, not to exceed \$40,000.00. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement**. This Agreement shall be in full force and effect from the date of execution through December 31, 2013.
4. **Independent Contractor**. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.
6. [INSERT INSURANCE PROVISIONS IF APPROPRIATE]

Exhibit 1

7. **Termination**. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
8. **Assignment and Subcontract**. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
9. **Entire Agreement**. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
10. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: _____

Address: 371 NE Gilman Blvd, Suite 350
Issaquah, WA 98027

DATE: _____

Phone: 206-368-0050
Email: Greg@prothman.com

Social Security No. or Tax Identification No. 91-2170148

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

November 21, 2012

Ms. Laura Philpot
Public Works Director
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

Dear Ms. Philpot:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Would you please sign and return a copy to our offices. Please call me if you have any questions.

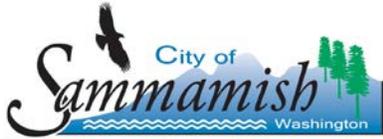
Term. The term of this Agreement is ongoing, provided the City may terminate this agreement at any time.

Prothman Interim Development Review Engineer. The Prothman Interim Development Review Engineer serves as a Prothman Company employee assigned to the City of Sammamish and shall perform such duties as assigned by the City. The City shall have the right to direct the Prothman Company to replace the Interim Development Review Engineer at any time.

Employer Duties of the Prothman Company. The Prothman Company shall provide a Prothman Company employee qualified to act as the City's Interim Development Review Engineer during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the City, applicable employer tax forms.

Duties of the City. When applicable, the City shall provide a work place for the Interim Development Review Engineer and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries and provide reimbursement to the Interim Development Review Engineer for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

Fees & Expenses. The Interim Development Review Engineer's hourly rate is \$45.50 for each hour worked by the Interim Development Review Engineer. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt. A 3% charge will be added reflecting Prothman's City of Issaquah and Washington State B&O tax obligations. The City is also responsible for any client-required licenses, fees or taxes. Delinquent payments will be subject to a late payment charge of 12% (annual) and which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 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: 244th Avenue SE Non-Motorized Improvements – Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with David Evans and Associates, Inc. for Engineering and Professional Services for design of the 244th Avenue SE Non-Motorized Improvements

Exhibits: 1. Agreement for Services

Budget: \$1,400,000 in the adopted 2012 and 2013 budget for this project (Transportation Capital Improvement Fund).

Summary Statement:

This contract agreement will provide engineering design and bid documents for non-motorized facilities along the east side of 244th Avenue SE from SE 32nd Street to SE 24th Street. The purpose of the project is to improve pedestrian and bicycle safety along this corridor within the City.

Background:

This project is included in the 2013-2018 Six Year Transportation Improvement Program. The selection of this project along with the scope of improvements was discussed and affirmed at the July 10, 2012 Study Session. The east side of 244th Avenue SE will receive widened shoulders, curb, gutter, sidewalk, planter strip and storm water treatment. In addition, the design will look to preserve on-street parking for the ball fields at Beaver Lake Park, and to mitigate potential impacts to the culvert and wetland adjacent the ball field entrance.

At this time, the budget does not anticipate improvements on the west side. However, a first order of work under the design contract will be to review design options and determine a cost estimate for providing a widened shoulder to the west. Staff intends to return to city council with this information in February for a decision on the final scope of improvements.

Staff held an open house on September 18, 2012. Residents were given the scope of the improvements, and shown aerial photography and preliminary exhibits. Feedback was favorable with the scope, and there was strong consensus that non-motorized improvements were needed.



City Council Agenda Bill

Financial Impact:

The 2012 and 2013 Transportation Capital Improvement Fund includes \$1,400,000 for non-motorized improvements, sufficient for improvements to the east side only. The first order of work under the design contract will be to consider shoulder widening on the west side as well, and to prepare cost estimates for the added scope. Staff has applied for \$450,000 of grant funding from the WSDOT Pedestrian and Bicycle Program, and will learn by mid-December if this project has been selected. Staff will return to council in February to present the cost estimate various scope options and with results of the grant.

The scope and fee negotiated with David Evans and Associates, Inc. is within the range customary for a project of this size and complexity. The budget for the current scope is as follows:

Budget Breakdown

| | |
|--------------------------------|-------------|
| Design | \$299,757* |
| Construction | \$1,100,000 |
| <hr/> | |
| Total Estimated Project Budget | \$1,399,757 |

*The estimated design cost is \$284,757. We are requesting an additional contract authorization of \$15,000 for a management reserve fund to cover unforeseen tasks. The management reserve fund is not utilized without written authorization by the City.

Recommended Motion:

Move to authorize the City Manager to execute a contract with the David Evans and Associates, Inc., for an amount of \$299,757 including a management reserve in the amount of \$15,000 for Engineering and Professional Services in association with the 244th Avenue SE Improvements.

Exhibit 1

**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 " __ "

A sum not to exceed \$299,757

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 and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

Exhibit 1

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.

Exhibit 1

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

Jed Ireland
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: 425-295-0563
e-mail: jireland@ci.sammamish.wa.us

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

Scott Soiseth
David Evans and Associates, Inc.
415-118th Avenue SE
Bellevue, WA 98005
Phone number: 425-519-6590
e-mail: sbs@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: Scott B. Soiseth

Michael Clark

Print Name: _____

Print Name: Scott B. Soiseth

Michael Clark

Title: City Manager

Title: Associate

Vice President

Date: _____

Date: 11/28/12

11/28/12

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A

CITY OF SAMMAMISH 244TH AVENUE SE NON-MOTORIZED IMPROVEMENTS

Scope of Services

Prepared by:

**David Evans and Associates, Inc.
415 118th Avenue SE
Bellevue, WA 98005**

November 27, 2012

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SECTION 1.00 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.01 Project Description

The City of Sammamish (CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for 244th Avenue SE Non-Motorized Improvements. This project includes alternatives evaluation and the design of bike lanes and sidewalks along 244th Avenue SE from SE 24th Street to SE 32nd Street. The project will construct curb, gutter, sidewalk, bike lanes, rain gardens, and retaining walls.

The major features of the project include:

- Survey and base mapping.
- Alternatives evaluation.
- Geotechnical investigation.
- Design of bike lanes, sidewalk, rain gardens, and retaining walls.
- Critical areas and permit support.
- Preliminary and final submittals of contract documents.
- Right-of-way acquisition services.

1.02 Design Criteria

The design and PS&E will be based on the requirements of the City of Sammamish Public Works Standards. Project specifications shall be based on the 2012 WSDOT Standard Specifications and the City of Sammamish's General Special Provisions.

The CONSULTANT will take into consideration *Greenroads Manual v1.5* guidelines in order to possibly achieve a certification level of "Certified."

1.03 Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CLIENT review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CLIENT as part of this agreement:

- 3 copies each of the draft and final Cultural Resources Assessment
- 3 copies each of the draft and final Biological Evaluation
- 3 copies each of the draft and final SEPA checklist
- 3 copies each of the draft and final JARPA
- 3 copies each of the draft and final Critical Areas Study
- 3 copies each of the draft and final Alternative Technical Memorandum
- 1 hard and electronic copy of 30% Preliminary Design Exhibit (roll plot)
- 1 hard and electronic copy of 30% Cost Estimate
- 3 copies each of the draft and final Drainage TIR
- 6 copies of the 60% PS&E (11"x17" at 1"=40' scale) for review by the CLIENT
- 6 copies of 95% PS&E (11"x17" at 1"=40' scale) for review by the CLIENT
- 1 electronic copy of the PS&E bid set
- 1 unbound copy of the final set of specifications
- 1 copy of the stamped and signed final plan set
- Provide electronic bid documents to Builders Exchange

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- Prepare required addenda to contract documents
- 3 copies each of the draft and final Geotechnical Report
- 1 electronic copy of the community involvement exhibits
- 2 copies of the draft and final parcel exhibits and legal descriptions for each parcel impacted
- 1 hard and electronic copy of real estate documents

1.04 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, G.I.S. maps, and other mapping information as available to the CONSULTANT.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed or revisions.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.

1.05 Project Assumptions

- All drawings will be prepared in AutoCAD 2008 format, utilizing the CONSULTANT's CADD standards, and drawn at one inch equals forty feet for 11" x 17" plans. Only 11"x17" plans will be developed for this scope of services.
- Specifications will follow WSDOT/APWA Standard Specifications 2012 and the City of Sammamish's General Special Provisions.
- The project duration is assumed to be seven (7) months.

SECTION 2.00 PROJECT MANAGEMENT AND QUALITY CONTROL

2.01 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

2.02 SUBCONSULTANT Coordination

Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work

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element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.03 Develop Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 7-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables: Project Schedule and Monthly Updates.

2.04 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables: Monthly Invoices and Progress Reports (7 total).

2.05 Project Kick-off Meeting and Progress Meetings

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to seven (7) meetings with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend one meeting every month with the CLIENT's project manager for the duration of the project. The meetings will be held in a location acceptable to the CLIENT and the CONSULTANT.

Deliverables: Meeting Minutes (8 total).

2.06 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&E, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.07 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential

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changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

SECTION 3.00 SURVEY

3.01 Field Review

The CONSULTANT and project team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, mail boxes, on-street parking, ADA compliance, utilities (underground and overhead), potential intersection site distance and clear zone issues, and drainage issues.

3.02 Data Collection

The CONSULTANT will research CLIENT records to recover the monumentation controlling the site.

The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CLIENT and respective utility agencies for inclusion in the mapping.

3.03 Horizontal and Vertical Control Network

The CONSULTANT shall establish local horizontal and vertical control points throughout the project limits for the purpose of performing surveying services. Horizontal and vertical control points shall be based upon at least two local control monuments which will then be referenced on the final drawings. These monuments shall serve as the basis of the horizontal coordinates and control of the site.

The CONSULTANT shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

3.04 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The CONSULTANT shall establish the existing centerlines and rights-of-way within the project limits for preparation of the right-of-way base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records and maps for the west side of the road. Parcel lines for adjacent properties on the east side of the road will be shown at their actual locations based on title reports. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

3.05 Topographic Survey

The CONSULTANT shall prepare a project topographic base map. This base map will incorporate City and franchise utility 'as-built' information, right-of-ways and road centerlines, property lines, and other existing features within the project limits including:

- a. Pavement limits
- b. Driveways
- c. Fences
- d. Storm drainage structures with pipe invert elevations
- e. Sanitary sewer manholes with pipe invert elevations
- f. Water valves, fire hydrants, and associated features with nut elevations

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- g. Electrical power vaults and associated surface features
- h. Telephone manholes and pedestals
- i. Natural gas valves, meters, and warning markers
- j. Cable TV pedestals
- k. Street lighting
- l. Signage
- m. Utility poles
- n. Overhead wires, guy wires
- o. Meters
- p. Road channelization
- q. Trees
- r. Street markings
- s. Ordinary high water mark of stream crossing

The project area surveyed will be at the existing right-of-way line on the west side of the roadway and 50 feet beyond the existing right-of-way on the east side of roadway and to the nearest face of any above-ground structures within 50 feet of the proposed right-of-way acquisition.

The CONSULTANT will contract with an Underground Utility Locate Service to set paint marks as the surface location of the underground utility. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The CONSULTANT will prepare the final topographic survey map with a one-foot contour within the paved surfaces of the roadway prism and a two-foot contour on non-paved surfaces outside the roadway prism. The mapping shall be plotted at a scale of one inch equals forty feet (1"=40') with a one-foot contour interval.

Deliverables: Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD.

SECTION 4.00 ENVIRONMENTAL DOCUMENTATION

This Scope of Services includes preparation of environmental documentation and permits in compliance with local, state, and federal regulations. The following scope assumes that a Nationwide Permit from the U.S. Army Corps of Engineers (Corps) will be required in order to extend the culvert of Laughing Jacobs Creek, and compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA) will be required. The Scope of Services identifies this and other key assumptions that the CONSULTANT has relied upon in determining the CONSULTANT's effort, fee, scope, and schedule for the project. The CONSULTANT and the CLIENT agree to renegotiate these terms in the event a key assumption becomes invalid.

4.01 Section 106 Compliance

Section 106 compliance typically requires an archaeological/historic analysis of the site and adjacent land, and consultation with the State Historic Preservation Officer (SHPO) and the tribes. Data will be collected from the City, County, and local agencies, and National and State Historic Registers will be reviewed. The CONSULTANT will contact the cultural resources staff of tribes that may have an interest in the project area. A cultural resources survey will be conducted to identify potential archaeological and historical resources. Newly identified sites will be recorded on Washington Archaeological Inventory forms. A draft Cultural Resources Assessment will be prepared consistent with Washington Department

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of Archaeology and Historic Preservation (DAHP) reporting standards, and will be submitted to the CLIENT for review. A revised report will be submitted to the Corps and SHPO for concurrence.

Assumptions:

- This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area.
- No more than ten (10) shovel test probes would be excavated.

Deliverables: Draft Cultural Resources Assessment for CLIENT review.
Final Cultural Resources Assessment for Corps and SHPO concurrence.

4.02 Section 7 ESA Compliance

Compliance with Section 7 of the ESA will require preparation of a Biological Evaluation (BE) report, as described in further detail in the following sub-tasks.

Preliminary Data and Background Review – The CONSULTANT shall review project maps and a description of proposed activities, and will coordinate with project engineers to clarify the extent of the proposed project activities. The CONSULTANT shall research existing literature and scientific data to determine species distribution, habitat requirements, and other pertinent biological requirements for the target species. Also, biologists from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS) may be consulted for further information on species occurrence, habitat requirements, and vulnerability to project-related activities. To the greatest extent practicable, the CONSULTANT shall depend on existing information readily available in the public domain to prepare the document.

Site Visit – The CONSULTANT shall conduct one on-site investigation of the project area by one biologist to evaluate existing habitat conditions and the potential for species presence. The CONSULTANT shall identify significant habitat features such as suitable roosting and perching trees, nests, spawning areas, migration corridors, feeding areas, cover, and other important habitat.

Report Preparation – The CONSULTANT shall document the findings from the previous tasks in a BE report. The CONSULTANT shall assess species' general requirements and habits, such as timing of nesting or spawning, wintering activities, and vulnerability to disturbance. The CONSULTANT shall also discuss the documented and potential occurrence of each species and the level of use within the project area. The CONSULTANT will describe the potential project impacts for each species. The BE report will provide recommendations for impact avoidance and/or minimization, if appropriate, and will include an impact determination for each species addressed. The CONSULTANT will analyze direct and indirect impacts to the species, as well as impacts to potential habitat, using the information compiled in the above tasks. The CONSULTANT will consider long-term impacts including physical impacts to nests, roosts, perches, spawning areas, migration corridors, feeding areas, cover, and other important habitat. The CONSULTANT will also evaluate effects from interrelated and interdependent actions. The CONSULTANT will consider potential temporary impacts, including visual and audible disturbance to listed and proposed species from construction activities. The BE will be consistent with the most current version of WSDOT's Biological Assessment preparation guidance.

Agency Coordination – The CONSULTANT will respond to Corps comments on the BE.

Deliverables: Draft Biological Evaluation Report for CLIENT review.
Final Biological Evaluation Report.

Assumptions:

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- CLIENT will review all draft documents prior to being provided the final documents.
- The following information will be provided by the project team in order to complete the BE:
 - A detailed project description and preliminary design plans and specifications.
 - Existing and proposed stormwater treatment methods.
 - List of temporary erosion and sediment control best management practices.

4.03 SEPA

The CONSULTANT shall prepare a SEPA Checklist in pursuit of a Determination of Non-Significance (DNS). The checklist will include a discussion of potential impacts to all 16 elements identified in the City's Environmental Checklist.

Deliverables: Draft SEPA Checklist for CLIENT review.
Final SEPA Checklist for CLIENT approval.

4.04 Environmental Permitting

The CONSULTANT shall prepare applications for the following environmental permits:

- Section 404 Clean Water Act (CWA) Nationwide Permit
- CWA Section 401 Certification
- Hydraulic Project Approval (HPA)
- Critical Areas Review

The CONSULTANT has estimated the level of effort for preparing permit applications and consulting with the agencies through the permit process. However, the level of effort may vary from this estimate due to agency requests for additional information or changes in design requiring additional coordination. The CONSULTANT reserves the opportunity to submit a supplemental request to cover additional costs associated with unforeseen circumstances.

JARPA

Section 404 Permit

The CONSULTANT shall prepare a Joint Aquatic Resource Permits Application (JARPA) for submittal to the Corps for the CWA Section 404 permit. The CONSULTANT has assumed there will not be impacts to jurisdictional wetlands and streams. Impacts will be limited to extending a sidewalk at one stream crossing, resulting in the project qualifying for a nationwide permit.

The JARPA shall be submitted along with the Critical Areas Report, Cultural and Historic Resources Report, and project design drawings. The CONSULTANT shall circulate the JARPA to the CLIENT for review prior to submitting it to the Corps.

Section 401 Certification

The CONSULTANT shall coordinate with the Washington State Department of Ecology (Ecology) to obtain a CWA Section 401 Water Quality Certification. The JARPA will be submitted to Ecology in order to comply with the state water quality standards. For most wetland and stream mitigations, the project must demonstrate consistency with Ecology's Stormwater Manual or its approved equivalent. If the water body is also included on Ecology's 303(d) list, then the project must also demonstrate that it will not contribute to any further exceedance of the listed parameters.

Hydraulic Project Approval

The CONSULTANT shall submit the JARPA to the WDFW for review under the Hydraulic Project Approval (HPA) process. The JARPA shall be submitted with complete site plans, as required by WAC Chapter 220-

Exhibit 1

110. The CONSULTANT shall meet up to two times with WDFW biologists to review the JARPA and design plans.

Meetings:

- Up to two (2) meetings are estimated between the CONSULTANT and WDFW biologists.

Deliverables: Preliminary JARPA for review by CLIENT.
Final JARPA.

Assumptions:

- The project will not require an individual permit from the Corps.

Critical Areas Study

The CONSULTANT shall prepare a critical areas study consistent with Sammamish Municipal Code (SMC) Chapter 21A.50. The critical areas study shall rely substantially upon the discipline reports prepared for SEPA process and compliance with Section 7 and Section 106. The critical areas likely to be encountered include wetlands and fish and wildlife habitat conservation areas. Mitigation plans will be prepared per city, state and federal requirements.

Deliverables: Draft Critical Areas Study.
Final Critical Areas Study.

Assumptions:

- The CONSULTANT assumes that there will not be more than one round of review of the Critical Areas Study.
- Mitigation plans are based on impacts to one site, i.e. Laughing Jacobs Creek and/or adjacent riparian wetlands.
- Mitigation plans are for on-site enhancement or restoration only.

4.05 Local Permits

The CONSULTANT shall assist the CLIENT in the preparation of local permits such as a CLIENT right-of-way use permit and a clearing and grading permit, as needed.

SECTION 5.00 DESIGN

5.01 Project Site Visits (4 Total)

The CONSULTANT shall conduct up to four (4) site visits during the project to resolve design issues. CLIENT staff shall be present at the site visits, if requested.

5.02 Alignment/Typical Section Alternatives

The CONSULTANT shall develop alternatives for roadway alignment and cross-sections to determine the best fit scenario for the sidewalk improvements and relocated Beaver Lake Park driveway entrance. Up to five (5) alternatives shall be developed and will be evaluated on the amount of right-of-way acquisition and tree removal needed. An alternative technical memorandum will be prepared and shall include the following:

- Plan view and cross sections for each alternative.
- New right-of-way acquisition areas and number of tree removals for each alternative.
- Identification of new location of driveway entrance for Beaver Lake Park entrance.
- Identification of the preferred alternative.

Exhibit 1

The CONSULTANT shall develop the 30% preliminary design and cost estimate for only the preferred alternative. The CONSULTANT shall prepare a plan view exhibit showing the 30% preliminary design overlaid on an aerial photograph. The exhibit will be used by the CLIENT for the City Council presentation and for the project's web site. Plan sheets will not be created as part of the 30% preliminary design.

Deliverables: Draft Alternative Technical Memorandum.
Final Alternative Technical Memorandum.
30% Preliminary Design Exhibit (hard copy roll plot and electronic pdf file).
30% Cost Estimate (hard copy and electronic pdf file).

5.03 Storm Drainage

The new impervious area is greater than 2,000 square feet; therefore a drainage report is required. The CONSULTANT shall:

- Determine the new pervious and impervious areas.
- Determine the criteria for detention and water quality design.
- Determine the existing drainage systems and drainage basins for the project area.
- Develop drainage system improvements for this project, including detention and water quality treatment if required. Determine the location of rain gardens.
- Prepare a drainage technical information report (TIR) that summarizes the efforts of this task and includes any calculations.
- Submit the TIR for CLIENT review.
- Assume there will be one set of comments on the TIR and one revision.

Deliverables: Draft Drainage TIR.
Final Drainage TIR.

5.04 Preliminary and Final Design (60% and 95% Completion)

The CONSULTANT shall bring the design to a 100% completion level with an intermediate milestone at the 60% and 95% completions, and shall participate in a review coordination meeting to respond to CLIENT staff questions and comments at each of the two stages. Review comments will be responded to and incorporated as directed by the CLIENT Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (60% and 95%).
- Legend and abbreviations (60% and 95%).
- Roadway sections (typical and special) (60% and 95%).
- Retaining wall plans and profiles (60% and 95%).
- Roadway plans and profiles (60% and 95%).
- Roadway details (60% and 95%).
- Drainage conveyance and rain gardens plans, profiles, and details (60% and 95%).
- Channelization and signing plans (60% and 95%).
- Driveway plan/profiles (60% and 95%).
- Landscaping Plans (60% and 95%).
- Landscaping details (60% and 95%).
- Temporary erosion control plans (TESC) (60% and 95%).
- Contract documents and specifications (60% and 95%).
- Cost estimate (60% and 95%).

Exhibit 1

Deliverables: Six (6) hard copies of the 60% and 95% PS&Es (11"x17").

5.05 Prepare Ad Ready Documents

The CONSULTANT shall prepare the following in accordance with the CLIENT's review comments from the 95% final design and coordination meeting and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to CLIENT review comments from the 95% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CLIENT standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of a final (100% completion) list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

Deliverables: Electronic submittal of Ad Ready PS&E to Builders Exchange.
One (1) unbound set of contract specifications.
One (1) set of reproducible mylars (11"x17") of signed plan sheets.

5.06 Assistance During Bid Period

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The Consultant shall obtain written authorization from the CLIENT prior to providing any of the following services:

- If requested, the CONSULTANT shall attend a pre-construction meeting with the construction contractor to assist the CLIENT in responding to questions and inquires.
- If requested, the CONSULTANT shall assist the CLIENT during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the CLIENT in preparing any addenda required.

Deliverables: Attend and participate in the pre-construction meeting.
Prepare response to bidder questions and bid document addenda.

SECTION 6.00 UTILITY COORDINATION

6.01 Utility Coordination

The CONSULTANT will transmit two copies of the roll plot/plans at major milestone submittals (30% and 60%) to utility providers. The need for utility relocations (if any) will be identified. Utility agencies will be asked to verify the accuracy and location of their respective facilities. Communications with the utility providers will be documented for the project file. The CONSULTANT will notify the CLIENT of meetings between the CONSULTANT and the utilities in the event the CLIENT should choose to attend.

The CONSULTANT will request that the utilities determine if they have improvements that they would prefer to have relocated prior to, or coincident with, this project. The CONSULTANT will prepare meeting notes and distribute them to participants.

Exhibit 1

Deliverables: Transmittal of roll plot/plans at major milestone submittals (30% and 60%) to utility providers.
Meeting Minutes.

6.02 Utility Conflict Resolution

The CONSULTANT will provide identification, documentation, and resolution of potential subsurface conflicts between utilities and proposed CLIENT facilities. The CONSULTANT will also provide identification, documentation, and resolution of potential surface and above-ground conflicts between utilities and proposed CLIENT facilities.

A subsurface utility investigation will be conducted if necessary to better identify potential utility conflicts. A maximum of five (5) potholes is assumed. The CONSULTANT shall coordinate with the utility potholing vendor if requested. This work is to be funded from the Management Reserve if requested.

Deliverables: Potential Subsurface Conflicts.

SECTION 7.00 GEOTECHNICAL

7.01 Investigation and Recommendation

The CONSULTANT shall review readily-available existing information, including published geologic data and geotechnical information available for projects located within the immediate vicinity of the alignment. In addition, the CONSULTANT shall conduct a geologic reconnaissance to make observations along the alignment and to map surface and geologic features, which could be pertinent to the geotechnical components of bike lane, sidewalk, and wall construction. During this phase of the work, the CONSULTANT will establish access requirements for exploration equipment and will locate areas of the individual exploration sites.

Upon completion of the reconnaissance, the CONSULTANT shall start the subsurface exploration. The work will include the placement of a maximum of five exploration borings spaced relatively evenly along the proposed alignment. Coordination between the geotechnical and civil engineers shall occur to determine the areas where subsurface information is needed for specific design input. The borings will be drilled using truck-mounted equipment to a maximum depth of 15 feet. The exploration borings will be performed under the full-time observation of an engineer or geologist who shall maintain detailed records of the conditions encountered in the borings, and obtain representative samples for additional laboratory testing and classification. The following laboratory tests will be completed as needed: moisture content, grain size analyses, and classification tests to establish the properties of the soils encountered along the alignment.

Upon completion of the explorations, the CONSULTANT shall perform engineering analyses to develop geotechnical recommendations for design and construction of this project. The analyses and recommendations report will include the following:

- Soil and groundwater conditions.
- Materials likely to be encountered in excavations.
- Difficulty of excavations.
- Temporary excavations and shoring.
- Criteria for site preparation, fill placement, and compaction.
- Suitability of on-site materials for use as structural fill.
- Inclination of cut and fill slopes and benching requirements.
- Erosion control recommendations.

Exhibit 1

- Preliminary infiltration rates based upon grain size distribution only for four locations.
- Soil design parameters for retaining walls.
- Mechanically stabilized earth (MSE) wall section design for up to 15 feet in height.

Deliverables: Draft Geotechnical Report.
Final Geotechnical Report.

SECTION 8.00 COMMUNITY INVOLVEMENT

The goal of the Community Involvement program is to provide information to the public about the status of the project. The CLIENT will lead this effort. The CONSULTANT will prepare up to four (4) exhibits for use by the CLIENT. It is assumed that the CLIENT will create and maintain a project web site on the City of Sammamish website.

Deliverables: Exhibits.

SECTION 9.00 RIGHT-OF-WAY ACQUISITION SERVICES

9.01 Parcel Exhibits

The CONSULTANT shall prepare parcel exhibits for each affected individual parcel. It is estimated that parcel exhibits are required for two (2) total parcels, all of which will require both right-of-way acquisition exhibits and temporary construction easement exhibits. It is assumed that a parcel exhibits is not required for the City-owned Beaver Lake Park parcel.

It is assumed that one (1) temporary construction easement exhibit is needed for Williams' pipeline.

Deliverables: Draft Parcel Exhibits.
Final Parcel Exhibits.

9.02 Legal Descriptions

The CONSULTANT shall provide descriptions of the fee simple acquisitions or the easement acquisitions. The CONSULTANT will include area calculations and right-of-way dimensions with the parcel descriptions. It is estimated that legal descriptions are required for two (2) total parcels, along with one (1) for Williams' pipeline.

Deliverables: Draft Legal Descriptions.
Final Legal Descriptions.

9.03 Survey Staking

The CONSULTANT shall provide staking of the proposed right-of-way for appraisal and negotiating purposes on the two (2) private parcels affected by the project.

Hours estimated are based upon the assumption that a minimum of two (2) parcels can and will be staked during any given visit to the project site.

Deliverables: Field Survey Staking.

Exhibit 1

9.04 Real Estate Services

The CONSULTANT shall perform real estate functions required to analyze, negotiate for, and acquire real property interests along 244th Avenue SE, from SE 24th Street to SE 32nd Street, on behalf of the City of Sammamish, for the 244th Avenue SE Non-Motorized Improvement Project.

Tasks include, but are not limited to:

- Update preliminary title commitments and 50-year delineation.
- Title analysis – Prepare list of title exceptions to be cleared.
- Contract for and coordinate appraisal and appraisal review, if required.
- Prepare Administrative Offer Summary (AOS) reports for 2 parcels. If formal appraisal is required, additional budget will be negotiated.
- Attend and facilitate public meetings, stakeholder outreach, and any public presentations that may be required.
- Utility coordination and relocation – Analyze and clear Williams’ Pipeline utility encumbrances being affected by the project.
- Draft all real estate documents based on format approved by CLEINT.
- Perform landowner contact and all negotiations to acquire real property, to standards required by the WSDOT LAG Manual.
- Open and oversee escrow and real property transfer to CLIENT and certify real estate, as may be needed.
- Assist with obtaining Possession and Use of properties necessary for project completion.
- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
- Coordinate and update appraisals and appraisal reviews for potential litigation, if required.
- Relocation Services do not appear to be a requirement of this project and are therefore not included in this Scope of Services.

This project includes acquisition of permanent easements, temporary easements, construction agreements, and/or rights of entry, from two (2) parcels, owned by two (2) property owners. Research and clearance of Williams’ Pipeline Easement along the project alignment is in addition to the above parcel count and its research is included in this Scope of Services.

Deliverables: Real Estate Documents.

SECTION 10.00 CONSTRUCTION SUPPORT SERVICES (IF REQUESTED)

10.01 Construction Support Services

If requested as part of a separate or supplemental agreement, the CONSULTANT will provide construction support throughout the project to respond to RFIs, and will attend construction progress and coordination meetings as directed by CLIENT staff. Services may range from an on-call basis to complete construction documentation and administration. Construction assistance duties may include the following:

- Assist / coordinate Pre-Bid conference.
- Coordinate and review shop drawings and catalogue cuts with CLIENT staff.
- Review material certifications and coordinate with CLIENT staff.
- Respond to RFIs from the Contractor and CLIENT Project Manager.
- Provide construction engineering.

Exhibit 1

- Site visits as requested by the CLIENT.
- Provide on-site observation and quality control.
- Review Contractor's request for changes.
- Attend meetings as requested by the CLIENT and provide meeting minutes.
- Provide construction surveying and monumentation, as requested by the CLIENT.
- Provide construction administration.
- Project close-out.

The hours estimate and budget is not included at this time but will be developed upon the CLIENT's request.

10.02 Record Drawings

The CONSULTANT will prepare the following items:

- Record drawings to CLIENT standards.
- One (1) AutoCAD format digital CD of all construction and as-built plans; and five (5) sets of half-size plans (11"x17") and one (1) set of full-size (22"x34") Mylar.

The hours estimate and budget is not included at this time but will be developed upon the CLIENT's request.

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: 425-519-6590

Email Address: sbs@deainc.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: 244th Ave SE Non-Motorized Improvements

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

| | |
|-----------------------|--|
| Total contract amount | |
| Previous payments | |
| Current request | |
| Balance remaining | |
| | |

| |
|--------------------------------------|
| Account Number: 340-407-595-62-63-00 |
| Date: |

Authorization to Consultant: \$ _____

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)

EXHIBIT D
CITY OF SAMMAMISH
244TH AVENUE SE NON-MOTORIZED IMPROVEMENTS
Cost Estimate

David Evans and Associates, Inc.

| Classification | Hrs. | x | Rate | = | Cost |
|-------------------------------------|------|---|-----------|----|--------|
| 1 Project Manager (PMGR) | 283 | | \$ 176.28 | \$ | 49,888 |
| 2 QA/QC Manager (MGPE) | 48 | | \$ 176.28 | \$ | 8,462 |
| 3 Professional Engineer (PFEN) | 659 | | \$ 111.50 | \$ | 73,476 |
| 4 Sr. CADD Technician (SCAD) | 280 | | \$ 119.03 | \$ | 33,328 |
| 5 Survey Manager (SVYM) | 19 | | \$ 180.80 | \$ | 3,435 |
| 6 Project Surveyor (PSVR) | 64 | | \$ 106.98 | \$ | 6,846 |
| 7 Survey Technician (SVTE) | 74 | | \$ 91.91 | \$ | 6,801 |
| 8 Party Chief (PCHF) | 68 | | \$ 90.40 | \$ | 6,147 |
| 9 Instructment Person (INST) | 68 | | \$ 75.34 | \$ | 5,123 |
| 10 Environmental Planner (ENVP) | 30 | | \$ 99.44 | \$ | 2,983 |
| 11 Sr. Scientist (SSCI) | 123 | | \$ 120.54 | \$ | 14,826 |
| 12 Senior Graphic Specialist (SGRP) | 34 | | \$ 98.24 | \$ | 3,340 |
| 13 Sr. Landscape Architect (SLAN) | 45 | | \$ 127.17 | \$ | 5,722 |
| 14 Sr. Landscape Designer (SLAD) | 121 | | \$ 99.14 | \$ | 11,996 |
| 15 Administrative Assistant (ADMA) | 63 | | \$ 82.87 | \$ | 5,221 |
| 16 Project Administrator (PADM) | 9 | | \$ 95.52 | \$ | 860 |
| 17 Engineering Mgr (ENGM) | 4 | | \$ 210.94 | \$ | 844 |

Total Hrs. 1992.0

Salary Cost **\$ 239,299**

| Direct Expenses | No. | Unit | Each | Cost |
|-----------------------------|------|---------|---------------|----------|
| Reproduction Costs | | | | |
| Reports | 20 | | \$70 est. | \$ 1,400 |
| Plans | 20 | sets @ | \$10 /set | \$ 200 |
| Mail/Deliveries/Fed Ex | 8 | | \$30 est. | \$ 240 |
| Underground Utility Locates | 24 | hours @ | \$90 | \$ 2,160 |
| Mileage | 1000 | miles @ | \$0.555 /mile | \$ 555 |

Subtotal **\$ 4,555**

DEA Subtotal **\$ 243,854**

| Subconsultants | |
|-------------------------------------|------------------|
| Associated Earth Sciences, Inc. | \$ 14,023 |
| Roland Resources, Inc. | \$ 24,680 |
| Cultural Resource Consultants, Inc. | \$ 2,200 |
| Subconsultant Total | \$ 40,903 |

DEA & Subconsultants Subtotal **\$ 284,757**

| Management Reserve | |
|---------------------------------|------------------|
| David Evans and Associates | \$ 15,000 |
| Management Reserve Total | \$ 15,000 |

Total Contract Amount **\$ 299,757**



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 8, 2012

Originating Department: Community Development

Clearances:

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

Subject: Contract: Hearing Examiner Services/John Galt

Action Required: Approval of contract

Exhibits: 1) Contract

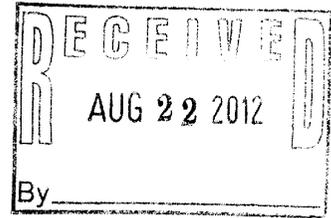
Budget: \$60,000 budgeted for 2013

Summary Statement – This is a contract for hearing examiner services and will be effective for the 2013-2014 budget years. Services are billed hourly according to the Scope of Service attached to the contract.

Background – The City Council has used the services of an independent hearing examiner since early in its incorporation. The hearing examiner makes decisions on land use applications as well as code compliance cases and appeals. In 2008 the city conducted a Request for Proposal process for hearing examiner services and chose John Galt to act as the city’s hearing examiner based on his expertise and cost of services. In 2012, staff conducted an informal survey of surrounding cities to see compare costs for hearing examiner services. Based on the information gathered, Mr. Galt has very competitive rates and the staff has been very satisfied with his performance.

Financial Impact: Financial impact will vary depending on the number of new developments and hearings required.

Recommended Motion: Motion to authorize the City Manager to execute a contract with John Galt for Hearing Examiner Services.



CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and John Galt, hereafter referred to as the "Contractor".

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

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

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$125 per hour, plus actual out-of-pocket expenses incurred in the conduct of the Examiner's duties hereunder, including mileage, parking, long distance telephone charges, facsimile transmission charges, and copying charges. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.

The City shall provide secretarial and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) are not authorized to incur secretarial or other support service expense without the express prior written approval of the City Clerk.

3. **Duration of Agreement.**
 - A. This Agreement shall be in full force and effect from the date of execution through December 31, 2014, unless extended or terminated earlier pursuant to the terms and conditions of this contract.
 - B. This Contract may be extended for a period not to exceed two years at the option of the City.
 - C. In the event this Contract is terminated for any reason beyond the control of the Contractor, the Contractor shall be entitled to payment for all expenses incurred to the date of notification of termination.
 - D. This Contract may be terminated by either party upon 60 days written notice

4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. **Indemnification.** The contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement.

The City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.

6. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

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

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

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: John E. Pelt

DATE: 8-20-12

Title (if applicable): Hearing Examiner

Social Security No. or Tax Identification No. 003-32-6577

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth in the Sammamish Development Code Chapter 20.10, as now or hereafter amended, together with such other or further hearing examiner services as may be provided by the Sammamish Interim Development Code and/or as may be assigned from time to time by the City Manager, as set forth below.

Hearing Examiner: The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation to a decision maker, with findings of fact and conclusions supporting the decision/recommendation as provided in the Sammamish Development Code 20.10.

City Attorney: The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner.

Performance Guidelines: The following are the performance expectations for the Hearing Examiner(s). The performance of the Examiner(s) will be evaluated at least annually in accordance with these guidelines and measures of effectiveness:

1. The logic of findings and conclusions and the reasoning of recommendations and decisions
2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
3. The efficiency, effectiveness and service demonstrated, including cost effectiveness and responsiveness.
4. Preparation of reports, including form, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.

EXHIBIT B

Insurance

No insurance is required for this agreement.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 26, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Agreement with Olympic Environmental Resources – Management of the City’s Recycling Program

Action Required: Approval of Agreement with Olympic Environmental Resources

Exhibits: 1. Agreement with Olympic Environmental Resources for Management of the City’s Recycling Program

Budget: \$100,046.43

Summary Statement:

The City’s grant funded Recycling Program is managed through an Agreement with Olympic Environmental Resources. The program includes three Residential Recycling Collection Events, one Business Collection Event, and our Rain Barrel/Compost Bin Distribution Program.

Background:

Our Recycling Program has been in operation for a number of years and is extremely popular with our citizens.

The program includes:

- **Three Residential Recycling Collection Events** – One residential Recycling Collection Event will be scheduled for spring (March) and two will be scheduled for the fall (September, October) of 2013 for a total of three events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing



City Council Agenda Bill

Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

- **One Business Recycling Collection Event** – To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the Consultant will implement a Sammamish Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.
- **Rain Barrel/Compost Bin Distribution** – The City will support recycling programs by distributing recycle content rain barrels, compost bins, or worm bins to City residents. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a “virtual sale” via the City web site for home delivery.

Financial Impact:

The City has received three grants totaling \$100,046.43 to fund our Recycling Program. No non-grant funds will be expended on these projects.

Recommended Motion: Move to authorize the City Manager to enter into an Agreement with Olympic Environmental Resources for management of the City Recycling Collection Events.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Paul Devine, Olympic Environmental Resources

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Paul Devine, Olympic Environmental Resources, 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 "___"

A sum not to exceed **\$100,046.43**

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 January 1, 2013 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.

Exhibit 1

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.

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. **Record Keeping and Reporting.**

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Olympic Environmental Resources
Paul Devine
4715 SW Walker ST
Seattle, Washington 98116
206-938-8262
PaulDevine@msn.com

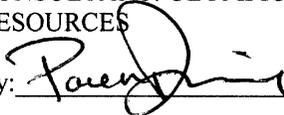
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

By: _____

By:  _____

Title: City Manager

Title: General Manager

Date: _____

Date: October 22, 2012

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

This Scope of Work is intended to detail the Consultant's services and responsibilities in implementing City of Sammamish Recycling Projects in 2013. The Consultant will implement three Residential Recycling Collection Events, one Business Collection Event, and Barrel/Bin Distribution. Activities will begin after January 1, 2013 in accordance with grant guidelines. The proposed projects include:

Three Residential Recycling Collection Events

One residential Recycling Collection Event will be scheduled for spring (March) and two will be scheduled for the fall (September, October) of 2013 for a total of three events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

One Business Recycling Collection Event

To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the Consultant will implement a Sammamish Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.

Rain Barrel/Compost Bin Distribution

The City will support recycling programs by distributing recycle content rain barrels, compost bins, or worm bins to City residents. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

The Consultant will provide professional management for implementation of all projects. The Consultant wishes to involve the Sammamish City staff at the level most comfortable for the City. The Consultant will meet with the City of Sammamish staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Sammamish grant funds available from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology. The specific project activities to be carried out by the Consultant are detailed in the grant scopes of work. Total 2013 grant funds available total **\$100,046.43** (see below). The Consultant will cover project expenses as they arise, such as the costs of printing and vendor services. The Consultant will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. The Consultant will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology on a project basis.

Exhibit 1

The Consultant's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2013 Sammamish Grants

The City of Sammamish is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on the projects listed above. The City has applied for the following:

- The King County Waste Reduction and Recycling Grant Program. Grant total **\$49,518.39**
- The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total **\$15,528.04**
- The Washington State Department of Ecology Coordinated Prevention Grant. Grant total **\$35,000.00 (estimate)**

TOTAL: **\$100,046.43**

(Provided by consultant or Vendor)

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

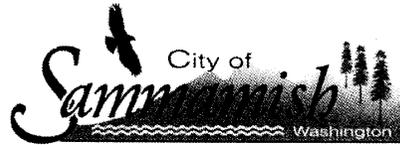
| | |
|-----------------------|--|
| Total contract amount | |
| Previous payments | |
| Current request | |
| Balance remaining | |
| | |

| |
|---------------------------------|
| Authorization to Consultant: \$ |
| |
| Account Number: |
| Date: |

Approved for Payment by: _____ Date: _____

| | |
|----------------------|-------------------|
| Finance Dept. | |
| Check # _____ | Check Date: _____ |

EXHIBIT C



TAX IDENTIFICATION NUMBER

CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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.: 91-2027892

Social Security No.: _____

Print Name: Paul M. Devine

Title: General Manager

Business Name: Olympic Environmental Resources

Business Address: 4715 SW Walker Street Seattle, WA 98116

Business Phone: 206 938-8262

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 20, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Contract for Prosecution Services 2013 – 2014

Action Required: Approval of Contract for Prosecution Services

Exhibits: Contract for Prosecution Services

Budget: 2013-2014, \$180,000

Summary Statement:

This is a contract for Prosecution Services in 2013 and 2014.

Background:

Prosecution Services will be provided by the Law Firm of Lynn Moberly.

The City is responsible for the cost of prosecution, screening applicants for public defense, and providing public defense services for those cited for infractions or misdemeanors within the City.

Financial Impact:

Despite the fact the City's District Court Case Filings continue to increase – 1,113 Court Filings in 2008, 1,358 Court Filings in 2011 – Prosecution Services will be provided at the same rate as in 2007, \$7,500 per month or \$90,000 per year.

Recommended Motion: Move to authorize the City Manager to enter into an agreement with the Law Firm of Lynn Moberly for Prosecution Services.



**CITY OF SAMMAMISH
CONTRACT FOR PROSECUTION SERVICES**

The City of Sammamish, Washington, (hereinafter the "City") and the Law Firm of Lynn Moberly, (hereinafter the "Law Firm") agree as follows:

I. LEGAL SERVICES

- A. The Law Firm shall perform the duties of the office of the City Prosecutor for the City. The Law Firm shall take all actions to fulfill the obligations of the City for prosecution as established by state law or City ordinance. All services and all duties incidental or necessary thereto, shall be conducted and performed diligently, completely, and in accordance with the highest legal and ethical standards.

II. COMPENSATION

- A. The Law Firm shall be compensated for services provided to the City at a monthly rate of \$7,500 which includes all administrative costs associated with prosecution including paralegal time, postage, faxes, copies and legal messenger. The City will not be billed for any mileage or driving time. (This flat fee is based upon the past years case filings and anticipated attorney and paralegal work hours.) Appeals to the Court of Appeals or the Supreme Court will be billed at an hourly rate of \$100.00 an hour. Code compliance work will also be billed at the same hourly rate.
- B. The Law firm's services (under section IIA above) include: Prosecutor presence at pre-trial hearings, motion hearings, bench trials, jury trials and Sammamish Police Department training as needed as well as criminal appeals to the King County Superior Court.
- C. If the Municipal Court Judge appoints "conflict" prosecution counsel in accordance with the Washington State Rules of Professional Conduct, the City will be responsible to pay the appointed conflict counsel for such services.

The Law firm shall take reasonable steps to avoid conflicts or potential conflicts with representation of the City.

- D. Upon receipt of invoice, the Law Firm shall be paid the monthly fee of \$7,500 on or before the 10th of the month for the prior month. Invoices for applicable appeals and code work will be billed within 60 days of the work being completed and the City agrees to pay the invoice within 30 days, unless disputed.

III. TERM

- A.** The Term of this agreement shall be for a period of two years, commencing January 1 2013 with levels of compensation outlined herein effective January 1, 2013. This agreement shall automatically renew for each additional year, unless either party notifies the other of its intent not to renew the agreement as written at least 30 days before the end of the year.
- B.** Either Party may terminate this agreement at any time, with or without cause, upon sixty days written notice.
- C.** The Law firm will maintain office hours to prepare cases for court, communicate with victims and lay witnesses, communicate with police officers, communicate with defense counsel, and be available for police consultation.

IV. PROFESSIONAL REQUIREMENTS

- A.** The attorneys of the Law Firm shall be licensed to practice law in the State of Washington and shall remain in good standing with the Washington State Bar Association throughout the length of this contract.
- B.** The Law Firm will keep current on all legal issues and legislation relevant to criminal prosecution. The members of the Law Firm will attend continuing legal education courses emphasizing matters relevant to criminal prosecution, specifically including domestic violence and DUI issues.

V. OWNERSHIP OF WORK PRODUCT

- A.** All information, records, files, and court documents produced under this Agreement shall belong to the City.

VI. NONDISCRIMINATION

The law Firm, in all hiring or employment, shall not discriminate against any employee or applicant for employment based on sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification.

VII. INDEMNIFICATION

The Law Firm agrees to indemnify, defend, and hold harmless the City and its Officers, from any claim against the City arising out of the subject matter of this agreement alleging damage or injury arising out of the subject matter of this agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the city or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015

VII. LIABILITY INSURANCE

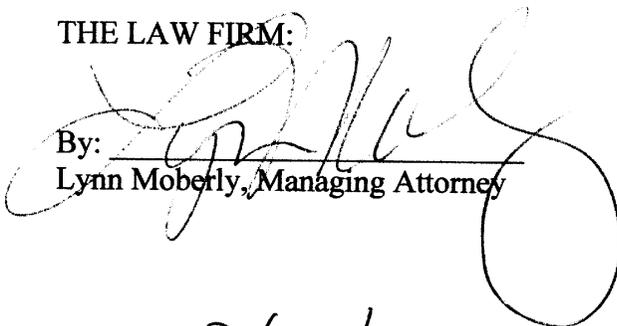
The Law firm shall, at its own expense, maintain professional liability insurance in the amount of 1,000,000.00 per occurrence

VIII. INDEPENDENT CONTRACTOR

The Law Firm shall at all times perform its duties and responsibilities and carry out all responsibilities under this Agreement as an independent contractor and shall not be entitled to any benefits except as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates written below:

THE LAW FIRM:

By: 
Lynn Moberly, Managing Attorney

CITY OF SAMMAMISH

By: _____

Date: 10/23/12



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 20, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Contract for Legal Services 2013-2014

Action Required: Approval of Contract for Legal Services

Exhibits: 1. Contract for Legal Services

Budget: 2013 – 2014, \$507,624

Summary Statement:

This is a contract with the Law Firm Kenyon & Disend to provide Legal Services to the City for 2013 – 2014.

Background:

Since incorporation the City has contracted with an outside law firm to provide the following services:

- Review or draft City ordinances, contracts, resolutions, Interlocal agreements and other legal documents as requested by the City;
- Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;
- Attend all regular City Council meetings on an as-needed basis, unless excused by the City Manager;
- Attend Weekly Department Director Meetings

Financial Impact:



City Council Agenda Bill

The fee for all services, except representing the City in lawsuits and other contested administrative proceedings, is billed on a monthly fixed fee basis. Representation of the City in lawsuits and administrative proceedings is billed at the attorneys' and paralegals' regular hourly rates, attached.

Monthly Fixed Fee

2013 – \$14,502

2014 – \$15,300

Representation of the City in Lawsuits and Administrative Proceedings

2013 Budget – \$75,000

2014 Budget – \$75,000

2011 Actual Cost – \$29,804

Recommended Motion:

Authorize the City Manager to enter into an agreement with the law firm of Kenyon Disend for the provision of legal services.

**CONTRACT FOR LEGAL SERVICES
2013 - 2014**

**I.
PARTIES**

This contract is made on this _____ day of _____, 2012, between the City of Sammamish ("City") and Kenyon Disend, PLLC ("Attorneys").

**II.
SERVICES OF THE ATTORNEYS**

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Bruce Disend will serve as the City Attorney and will direct the services provided under this contract.

**III.
QUALITY OF SERVICES**

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

**IV.
SERVICES PROVIDED**

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution services. The City Attorney may have other attorneys employed by the law firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- (3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- (4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;

- (5) Attend all regular City Council meetings on an as-needed basis, unless excused there from by the City Manager;
- (6) Attend Weekly Department Director Meetings

**V.
FEES AND COSTS**

For the year 2013, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of \$14,502 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2013 and 2014 as set forth in Exhibit A.

For the year 2014, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of \$15,300 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2013 and 2014 as set forth in Exhibit A.

Additional work performed under this contract shall be billed at the Attorneys' regular hourly rates. In addition, the Attorneys will charge the City ten cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, filing fees advanced and other direct expenses.

The Attorneys shall not charge the City for any travel time or mileage costs incurred for trips to or from Sammamish, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Sammamish, if any, shall be reimbursed at the Attorneys' then current rates and charges.

Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

The Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

**VIII.
CONTRACT PERIOD**

This contract shall take effect as of January 1, 2013 and expire on December 31, 2014, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

**IX.
INSURANCE**

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By: _____
Ben Yazici, City Manager

KENYON DISEND, PLLC

By:  _____
Bruce L. Disend

EXHIBIT A

KENYON DISEND, PLLC HOURLY RATE SCHEDULE FOR YEAR 2013

ATTORNEYS:

Partners and Senior Attorneys:

| | |
|---------------------|----------|
| Michael R. Kenyon | \$270.00 |
| Bruce L. Disend | \$270.00 |
| Shelley M. Kerslake | \$240.00 |
| Chris D. Bacha | \$235.00 |
| Bob C. Sterbank | \$235.00 |
| Margaret J. King | \$230.00 |
| Kari L. Sand | \$220.00 |

Associate Attorneys:

| | |
|------------------|----------|
| Ann Marie Soto | \$145.00 |
| Rachel B. Turpin | \$140.00 |

PARALEGALS:

| | |
|---------------------|----------|
| Margaret C. Starkey | \$110.00 |
| Sheryl A. Loewen | \$100.00 |
| Pam M. Odegard | \$ 95.00 |
| Mary A. Swan | \$ 95.00 |
| Terry T. Curran | \$ 95.00 |
| Kathy I. Swoyer | \$ 95.00 |



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 20, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Contract for Public Defense Screening

Action Required: Approval of Contract for Public Defense Screening

Exhibits: 1. Contract for Public Defense Screening

Budget: 2013 – 2014, \$3,000

Summary Statement:

This is a contract for Public Defender Screening Services.

Background:

The City contracts with an independent professional to provide Public Defense Screening Services.

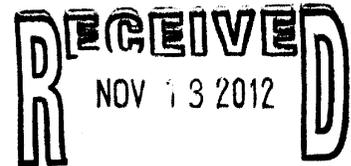
The City is responsible for the cost of prosecution, screening applicants for public defense, and providing public defense services for those cited for infractions or misdemeanors within the City.

Financial Impact:

\$3,000 has been budgeted for 2013-2014.

Recommended Motion: Move to authorize the City Manager to enter into an agreement for Public Defense Screening.

CITY OF SAMMAMISH



PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Jane Stoecklin, hereafter referred to as the "Contractor".

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

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

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$1,500 per year. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from January 1, 2013 to December 31, 2014.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
7. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: *Jane C. Spurdick*

DATE: 11-08-2012

Address: 19715 S.E. 17th ST.

City: SAMMAMISH.

State: WA Zip 98075

Phone: 425-392-9574

Email: STOECKLINCHILVER@COMCAST.NET

Social Security No. or Tax Identification No. 548-62-2384

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

Conduct public defender screening services at the Issaquah Courthouse of the King County District Court, East Division, two hours a week on behalf of the City. Retrieve and respond to voicemail messages from in-custody City defendants seeking a public defender.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 20, 2012

Originating Department: Admin Services

Clearances:

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

Subject: Contract for Domestic Violence Advocate Services

Action Required: Approval of Contract for Domestic Violence Advocate Services

Exhibits: 1. Contract for Domestic Violence Advocate Services

Budget: 2013 – 2014, \$16,000

Summary Statement:

This is a contract with Kimberly Leyton to provide Domestic Violence Advocate Services.

Background:

With the objective of working with the prosecutor to encourage the prosecution of each case while ensuring the safety, support, and education of the victim, the Contractor shall complete the following specific duties for domestic violence cases filed by the City of Sammamish Prosecutor:

- Contact the victim upon receipt of the police report.
- Make referrals to necessary community advocacy services (i.e., Eastside Domestic Violence Program, Protection Order Office, etc.)
- Work with the prosecutor and the police to secure any additional evidence or information necessary to the prosecution of the case, (i.e., photographs, Smith affidavits, additional statements, etc).
- Educate the victim about the court process and about his or her role as witness.
- Maintain contact with the prosecutor through telephone calls and case notes.
- Provide staff training about domestic violence issues when requested.
- Assess the victim's willingness to participate as a witness.



City Council Agenda Bill

Financial Impact:

\$16,000 has been budgeted for 2013-2014.

Recommended Motion: Move to authorize the City Manager to execute a contract with Kimberly Leyton for Domestic Violence Advocate Services for 2013 in an amount not to exceed \$16,000.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Kimberly Leyton, hereafter referred to as the "Contractor".

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

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

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$29.85 per hour. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through December 31, 2014.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Insurance.** The Contractor shall obtain Professional Liability Insurance appropriate to the Consultant's profession.
7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
8. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: Rumbuly Taylor

DATE: 11/21/2012

Address: 24234 NE 9th St.

City: Sammamish

State: WA Zip 98075

Phone: 425 785 4803

Email: dkm2bse@hotmail.com

Social Security No. or Tax Identification No. 527 98 6782

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

With the objective of working with the prosecutor to encourage the prosecution of each case while ensuring the safety, support, and education of the victim, the Contractor shall complete the following specific duties for domestic violence cases filed by the City of Sammamish Prosecutor:

- A. Contact the victim upon receipt of the police report.
- B. Make referrals to necessary community advocacy services (i.e., EDVP, Protection Order Office, etc.)
- C. Work with the prosecutor and the police to secure any additional evidence or information necessary to the prosecution of the case, (i.e., photographs, Smith affidavits, additional statements, etc).
- D. Educate the victim about the court process and about his or her role as witness.
- E. Maintain contact with the prosecutor through telephone calls and case notes.
- F. Provide staff training about domestic violence issues when requested.
- G. Assess the victim's willingness to participate as a witness.



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 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: Ordinance to amend the sunset provisions contained within the Environmentally Critical Areas (ECA) regulations

Action Required: First Reading, Public Hearing

Exhibits: 1. Proposed Ordinance

Budget: N/A

Background:

On December 20, 2005 the City Council adopted O2005-193, which amended and updated the City of Sammamish's environmentally critical area regulations. The updates ensured compliance with state law governing environmentally critical areas, and generally ensured that the environmentally critical area regulations included Best Available Science.

Ordinance O2005-193 included a "sunset date" for certain provisions contained within the regulations. The initial sunset date was on January 3, 2010, which was 48 months after the effective date of O2005-193; the date was subsequently extended to January 3, 2012 with Ordinance O2009-274, and to January 3, 2013 with Ordinance 2011-315. Ordinance 2011-315 included a list of known topics and a proposed schedule for the critical areas regulations update currently underway.

Accomplishing the update in a thorough, well documented and inclusive manner will require additional time to complete the public process than was estimated in the schedule included with Ordinance 2011-315. Extension of the sunset provisions to July 31, 2013 will allow sufficient time for review and approval of the updated code.

Financial Impact: N/A

Recommended Motions: Open public hearing and take testimony, close or continue public hearing to December 11, 2012.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2012 - ____

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING
CHAPTER 21A.50 (ENVIRONMENTALLY CRITICAL AREAS), OF THE
SAMMAMISH MUNICIPAL CODE TO EXTEND THE SUNSET DATE**

WHEREAS, the City Council adopted Ordinance 2005-193, which amended the Sammamish Municipal Code to update the City's environmentally critical area regulations to meet the requirements of state law; and

WHEREAS, the City Council included provisions within Ordinance 2005-193, which would automatically sunset provisions for wetland, stream, and lakes and ponds protection forty eight (48) months after the effective date of Ordinance 2005-193; and

WHEREAS, the City Council adopted Ordinance 2009-274 on December 1, 2009, which extended the sunset provisions to seventy two (72) months after the effective date of Ordinance 2005-193; and

WHEREAS, the City Council adopted Ordinance 2011-315 on December 6, 2011, which extended the sunset provisions to eighty-four (84) months after the effective date of Ordinance 2005-193; and

WHEREAS, the City has undertaken an update of the adopted regulations for environmentally critical areas in 2012; and

WHEREAS, the City Council has identified a set of known topics that are being addressed as part of the environmentally critical area regulation update, along with required steps including review and inclusion of Best Available Science; and

WHEREAS, the original schedule for the public process has been extended such that the adoption date of the updated critical areas regulation is anticipated to be beyond the Jan 3, 2013 sunset date; and

WHEREAS, the City Council desires to provide for additional time to complete the amendments by extending the sunset date to assure a thorough and inclusive process; and

WHEREAS, the City Council considered the proposed amendment to extend the sunset date at a City Council public hearing conducted on December 4, 2012.

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

Section 1. Amendments to the Municipal Code. Sammamish Municipal Code (SMC) 21A.50.400 Sunset provisions, is amended to read as follows: “The provisions contained in SMC 21A.50.290, Wetlands – Development standards, 21A.50.310 (6)(a), wetland mitigation ratios, and 21A.50.330, Streams – Development standards, shall revert to those in effect prior to January 3, 2006, 84-91 months following the January 3, 2006 effective date of the ordinance codified in this chapter unless renewed or revised.”

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

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

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

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

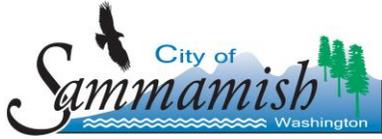
Approved as to form:

Bruce L. Disend, City Attorney

Exhibit 1

Filed with the City Clerk: November 28, 2012
Public Hearing: December 4, 2012
First Reading: December 4, 2012
Public Hearing:
Passed by the City Council:
Date of Publication:
Effective Date:

DRAFT



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 28, 2012

Originating Department: City Manager

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: Medical Marijuana Moratorium Extension

Action Required: Public Hearing/First Reading

Exhibits: 1. Proposed Ordinance

Budget: No Impact

Summary Statement: State Law regarding Medical Cannabis is in conflict with Federal Law. The truncated and partially vetoed version of ESSSB 5073 that became effective July 22, 2011, passes many of the governor's concerns to cities, and the recent passage of Initiative 502 does not provide further clarity. Meanwhile, a great deal of confusion remains related to medical cannabis.

Background:

Legislative Action: Engrossed Second Substitute Senate Bill 5073 (ESSSB 5073) passed the state legislature on April 22, 2011, and was partially approved by the Governor on April 29, 2011. Some of the changes that were approved for incorporation into RCW 69.51A, the chapter dealing with Medical Marijuana include:

1. Up to ten qualifying patients may join together and have a collective garden with a maximum of 45 plants.
2. A minimum of 15 days must elapse before a qualified provider can switch from being the provider for on patient to another qualified patient. (This change addresses the argument used by many dispensaries to justify providing cannabis to multiple patients, one after another.)
3. Medical marijuana gardens cannot be open to the view of the general public (individual gardens cannot be visible from the public right of way).

The governor vetoed provisions in the legislation regarding the licensing of producers, processors and dispensers and establishing a state registry for patients, providers and collective gardens. The rationale was a letter from the US Department of Justice that the legislation was in conflict with Federal Drug Laws and that employees of the state could be at risk of federal prosecution if they processed licenses for production and sale of medical cannabis under the law. Medical Cannabis remains a class I drug under Federal Law.



City Council Agenda Bill

Zoning and Business Regulations: ESSSB 5073 also provided that cities may adopt and enforce zoning regulations, business license requirements and business taxes for collective gardens. This could put cities in conflict with federal law and in the position the governor sought to avoid for state employees.

The City Council adopted Ordinance 2011-309 on July 18, 2011, establishing a six month moratorium on the establishment of collective gardens within the City of Sammamish. The moratorium was renewed by Ordinance 2012-320, effective January 18, 2012, and Ordinance 2012-328, effective July 18, 2012. At this point in time, additional regulatory clarity at the state and federal level is still not available, and the current proposed ordinance would renew the moratorium for an additional six months. The city would continue to review how other jurisdictions are dealing with this issue and determine what, if any, specific zoning and/or business regulations should apply to medical marijuana dispensaries and/or collective gardens.

Provisions for a Moratorium: State law authorizes cities to impose moratoria to maintain the status quo while considering impending zoning, land use or similar regulations (RCW 36.70A.390). A moratorium is typically valid for six months though it may be renewed with six month extensions if a public hearing is held and findings of fact are made prior to each renewal.

Financial Impact: None

Recommended Motion: Staff recommends that the Council open the public hearing, take testimony and close or continue the hearing to the December 11th council meeting. It is recommended that the council adopt the ordinance on December 11th, with an effective date of January 18th, 2013 (the expiration of the current moratorium).

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2012-

**AN INTERIM ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, EXTENDING A MORATORIUM ON THE
ESTABLISHMENT OF COLLECTIVE GARDENS; DEFINING
“COLLECTIVE GARDENS;” AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of cannabis; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes;” and

WHEREAS, the Washington State Department of Health opines that it is “not legal to buy or sell” medical cannabis and further opines that “the law [Chapter 69.51A RCW] does not allow dispensaries,” leaving enforcement to local officials; and

WHEREAS, the City acknowledges the right of qualified health care professionals to recommend the medical use of cannabis, acknowledges the affirmative defense available to qualifying patients from the possession of cannabis as well as the right of patients to designate a “designated provider” who can “provide” rather than sell cannabis to “only one patient at any one time;” and

WHEREAS, the Legislature has passed E2SSB 5073 (the Act) and the Governor has signed the bill but has vetoed several sections of the bill; and

WHEREAS, E2SSB 5073 was effective on July 22, 2011, and

WHEREAS, the Act authorizes “collective gardens” which would authorize certain qualifying patients the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law, which was implemented by Ordinance 2011-309 on July 18, 2011; and extended by Ordinance 2012-320, effective January 18, 2012, and Ordinance 2012-328, effective July 18, 2012; and

WHEREAS, the recent passage of Initiative 502 has not provided any additional clarity related to medical cannabis collective gardens; and

WHEREAS, no additional clarity regarding state and federal regulations related to the licensing, establishment, maintenance, or continuation of any medical cannabis collective garden is currently available; and

WHEREAS, a public hearing was held on December 4, 2012 and in the City Council Chambers at City Hall; and

WHEREAS, the Council deems it in the public interest to renew the current moratorium continued by Ordinance 2012-328 for an additional six months in order to investigate this issue further and obtain guidance on how to proceed.

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

Section 1. Pursuant to the provisions of RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Sammamish prohibiting the licensing, establishment, maintenance, or continuation of any medical cannabis collective garden. A “collective garden” is an area or garden where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in the Act and subject to the limitations therein.

Section 2. Collective gardens as defined in Section 1 are hereby designated as prohibited uses in the City of Sammamish. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person for a collective garden, which are hereby defined to be prohibited uses under the ordinances of the City of Sammamish.

Section 3. Upon receipt of sufficient information and/or guidance on this issue, the Sammamish City Council shall identify an appropriate time to refer the issue to the Sammamish Planning Commission for review and recommendations.

Section 4. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

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

Section 6. This Ordinance shall be effective for a period of six months from the date of enactment unless: sooner terminated by action of the Council; or, renewed for one or more additional six-month periods as provided by state law.

Section 7. The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance.

Section 8. This moratorium, as an emergency measure necessary for the protection of the public health, safety, and welfare, shall be effective immediately upon termination of the moratorium imposed by Ordinance 2012-328 (January 18, 2013).

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON DECEMBER _____, 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

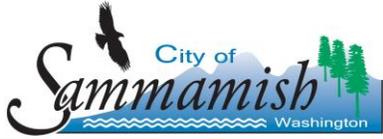
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: November 28, 2012
First Reading: December 4, 2012
Public Hearing: December 4, 2012
Passed by the City Council:
Date of Publication:
Effective Date: January 18, 2013



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 29, 2012

Originating Department: Community Development

Clearances:

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

Subject: Ordinance: Extending the Street and Parks & Recreation Impact Fee Deferral Option

Action Required: 1st Reading. No action required

Exhibits:

1. Draft Ordinance
2. Attachment A

Budget: No impact.

Summary Statement:

In recognition of the continued economic recovery, staff recommends the City Council consider the extending the provisions of O2010-294 until December 31, 2014.

Background:

In response to economic conditions, the Council adopted Ordinance O2009-263 in July 2009 that revised the Street impact fee and Parks and Recreational Facilities impact fee code provisions to allow permit applicants an option to defer payment of the impact fee to the point of sale. That ordinance was originally due to expire on December 31, 2010. In December 2010 Council adopted O2010-294 extending the deferral provisions until December 31, 2012. This current ordinance would further extend the deferral provisions until December 31, 2014.

Financial Impact: N/A

Recommended Motion: First reading only. No action recommended.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2012-XXX

AN ORDINANCE OF THE CITY OF SAMMAMISH AMENDING TITLE 14A OF THE SAMMAMISH MUNICIPAL CODE TO EXTEND THE PROVISIONS ALLOWING IMPACT FEES TO BE PAID UPON CLOSING TO APPLICATIONS RECEIVED ON OR PRIOR TO DECEMBER 31, 2014

WHEREAS, pursuant to the provisions of state law, chapter 35A.63 of the Revised Code of Washington (RCW) and chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 14A, which regulates impact fees; and

WHEREAS, as the national and local economies continue to recover, applications for new residential units have started to rise, and this will positively affect our local economy and revenue for governmental services; and

WHEREAS, to help facilitate economic recovery, the local housing market would benefit from continued flexibility and options in permit processing while maintaining local standards for facilities and infrastructure; and

WHEREAS, Ordinance 2010-294 was adopted by Council on December 7, 2010 and applies to applications received on or prior to December 31, 2012; and

WHEREAS, providing flexibility to applicants on the timing of Street impact fee and Parks and Recreational Facilities impact fee payments is in the public interest; and

WHEREAS, this amendment would extend the provisions allowing impact fees to be paid upon closing to applications received on or prior to December 31, 2014; and

WHEREAS, the ordinance amendments are procedural in nature; and therefore exempt from State Environmental Policy Act (SEPA) review;

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

Section 1. The proposed amendments set forth in Attachment “A” are adopted.

Section 2. Applicability.

(1) This ordinance shall apply to all complete building permit applications and requests for approval received between the effective date of this ordinance and December 31, 2014.

(2) Public notice given prior to the effective date of this ordinance for any pending development permit application shall remain valid for such permit application.

(3) This ordinance shall not otherwise affect the vesting date for any application as provided for under state law and SMC 20.05.070.

Section 3. Severability.

The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date.

This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

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

CITY OF SAMMAMISH

Mayor Thomas T. O'Dell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: November 29, 2012

First Reading: December 4, 2012

Passed by City Council:

Date of Publication:

Effective Date:

Attachment A

14A.15.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC [14A.15.110](#), from any applicant seeking development approval from the City for any development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the development of residential, commercial, retail, and office uses, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as opposed to a system improvement) under RCW [82.02.090](#):

- (a) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;
- (b) Demolition or moving of a structure;
- (c) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area;
- (d) Expansion of a residential structure provided the expansion does not result in the creation of any additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);
- (e) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. For the terms of this requirement "replacement" is satisfied by submitting a complete building permit application;
- (f) Replacement of a nonresidential structure with a new nonresidential structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. Replacement of a nonresidential structure with a new non-residential structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 100 square feet. For the terms of this requirement "replacement" is satisfied by submitting a complete building permit application.

(3) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.

(4) For mixed use developments, impact fees shall be imposed for the proportionate share of each land use based on the applicable measurement in the impact fee rates set forth in SMC [14A.15.110](#).

(5) Applicants seeking a building permit for a change in use shall be required to pay an impact fee if the change in use increases the existing trip generation by the lesser of five percent or 10 peak hour trips.

(6) Impact fees shall be assessed according to the following schedule in an amount equal to the percentages listed below of the amount of impact fees, using the impact fee rates in effect at the time the deposit is made. However, the total amount of impact fees paid shall be subject to the following:

(a) Upon issuance of a certificate of concurrency, a deposit of 10 percent of impact fees shall be made. At the time of preliminary plat or short plat approval the deposit amount shall equal 20 percent of the impact fee rates in effect at that time.

(b) The balance of the impact fee shall be paid in accordance with the following schedule:

(i) At the time a final plat or short plat, site development permit, conditional use permit, or building permit is approved, a final payment shall be made equal to 100 percent of the impact fee rates in effect at that time, less a credit for the deposit paid pursuant to subsection (6)(a) of this section.

(ii) Alternatively, a deposit amount equal to 30 percent of the impact fee rates in effect at that time of final plat or short plat approval shall be made, and at building permit issuance a final payment shall be made equal to 100 percent of the impact fee rates in effect at the time of final plat approval, short plat approval, site development permit, or conditional use permit, less a credit for any deposits paid for all those building permits issued within two years of such approval. If all building permits are not issued within two years or 100 percent payment is not otherwise made, all remaining building permits shall be assessed impact fees based on the current rate in effect at the time of building permit issuance less a credit for any deposits paid.

The City council may waive payment of deposits for planned actions and require instead that the planned action shall pay the impact fees that are in effect at the time each building permit is issued.

(7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC [14A.15.040](#) shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC [14A.15.040](#) setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each unit in the development.

(8) Where the impact fees imposed are determined by the square footage of the development, a deposit shall be due from the feepayer pursuant to subsection (6) of this section. The deposit shall be based on an estimate, submitted by the feepayer, of the size and type of structure proposed to be constructed on the property. In the absence of an estimate provided by the feepayer, the department shall calculate a deposit amount based on the maximum allowable density/intensity permissible on the property. If the final square footage of the development is in excess of the initial estimate, any difference in

the amount of the impact fee will be due prior to the issuance of a building permit, using the impact fee rate in effect at that time. The feepayer shall pay any such difference plus interest, calculated at the statutory rate. If the final square footage is less than the initial estimate, the department shall give a credit for the difference, plus interest at the statutory rate.

(9) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.15.030](#) or [14A.15.040](#), have been paid.

(10) The service area for impact fees shall be a single Citywide service area.

(11) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.

(12) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(13) For complete building permit applications received on or prior to **December 31, 2014** at the time of issuance of any single family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and owing in accordance with (6)(b)(ii) above, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section. (Ord. O2006-208 § 2; Ord. O2004-140 § 1; Ord. O2004-136 § 1)

14A.20.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC [14A.20.110](#), from any applicant seeking development approval from the City for any residential development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the expansion or change of use of existing uses that creates a demand for additional public facilities.

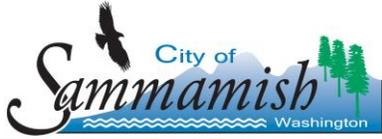
(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as opposed to a system improvement) under RCW [82.02.090](#).

Exhibit 1

- (a) Miscellaneous improvements to residential dwelling units that will not create additional park use demand, including, but not limited to, fences, signs, walls, swimming pools, sheds, and residential accessory uses as defined in SMC [21A.15.020](#);
 - (b) Demolition or moving of a residential structure;
 - (c) Expansion or alteration of a residential structure provided the expansion or alteration does not result in the creation of any additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);
 - (d) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.
- (3) For a change in use of an existing structure or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.
 - (4) For mixed use developments, impact fees shall be imposed for the proportionate share of each residential land use based on the applicable measurement in the impact fee rates set forth in SMC [14A.20.110](#).
 - (5) Applicants seeking development approval for a change in use shall be required to pay an impact fee if the change in use increases the number of dwelling units.
 - (6) Impact fees shall be assessed and collected at the time the complete application for a building permit is submitted for each unit in the development, or at the issuance of permit, using the impact fee rates then in effect.
 - (7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC [14A.20.040](#) shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC [14A.20.040](#) setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each residential dwelling unit in the development.
 - (8) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.20.030](#) or [14A.20.040](#), have been paid.
 - (9) The service area for impact fees shall be a single Citywide service area.
 - (10) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.
 - (11) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(12) For complete building permit applications received on or prior to **December 31, 2014**, at the time of issuance of any single family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and owing, less any credits awarded, by automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section (Ord. O2006-207 § 1)

DRAFT



City Council Agenda Bill

Meeting Date: December 4, 2012

Date Submitted: November 28, 2012

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution: Council acceptance of the certified election results from the advisory vote on the November 6, 2012 general election ballot for a community and aquatic center in the City of Sammamish, and authorization to proceed with the steps necessary to design and construct the Community and Aquatic Center.

Action Required: Approve a resolution to accept the certified election results from the advisory vote on the November 6, 2012 general election ballot for a community and aquatic center in the City of Sammamish, and authorize the City Manager to proceed with the steps necessary to design and construct the Community and Aquatic Center, pending the finalization of an operating agreement between the city and the YMCA.

Exhibits: 1. Resolution of acceptance of the election results.

Budget: A sum of \$30 million is required to design and build the facility. Of that, \$25 million is expected to be the city's contribution and \$5 million is expected to come from the city's operating partner, the YMCA.

Summary Statement

At the City Council meeting on July 16, 2012, the City Council approved a resolution authorizing staff to place an advisory vote on the November 6, 2012, general election ballot regarding the construction of a Community and Aquatic Center in Sammamish (Proposition 1). The elections results, certified on Nov. 27, 2012, show that 12,700 Sammamish residents (53.65%) voted in favor of the facility, while 10,971 (46.35%) voted against it.

Basic Facts of Proposition No. 1

The city of Sammamish, in partnership with the YMCA, is proposing to build a \$30 million, 60,000-square-foot Community and Aquatic Center on nine acres of city-owned land next to the library and City Hall. The outline of the proposed partnership looks like this:

- The city will contribute approximately \$25 million towards construction of the facility.
- The facility will be built on city-owned land next to the library and City Hall.
- The YMCA will contribute \$5 million towards construction of the facility.
- The YMCA will provide all equipment and furnishings.



City Council Agenda Bill

- The YMCA will operate the facility and cover ongoing maintenance and all operating expenses.

Although it has no direct connection to the Community and Aquatic Center proposal, there is another element to the agreement. The YMCA will lease a separate piece of land (near Pine Lake Middle School) to the city for 50 years at \$1 per year. The city desired to secure this land to accommodate future recreation needs. As a condition of this lease, the city will develop a plan for use of the property within the next five years. A timeline for construction and development of this site has not been established.

A memorandum of understanding (MOU) was signed on August 1, 2012, between the city and the YMCA outlining the general conditions of the partnership. A draft operating agreement will be presented to Council by the end of January 2013.

Project Background

Responding to broad and persistent interest from members of the community, the city conducted a comprehensive community center feasibility study in 2011. The feasibility study was multifaceted, consisting of an extensive public outreach process, a market analysis, business planning, facility programming, site analysis, concept design alternatives with costs, and finally a written report. Five community workshops were held from March to July of 2011 to give the public and city officials an opportunity to weigh in during the process. The feasibility study helped identify the type of facility the community wanted and projected potential construction and operating costs. The findings of the study were presented to the city council in July 2011.

In 2012, the City Council directed staff to scale back the size of the facility and identify a suitable operating partner, both directives aimed at reducing costs. The revised community center facility, approximately 60,000 sq. ft. in size, would be located on city-owned property west of the library and southwest of City Hall. The facility would consist of one full-size gymnasium, one family-size (reduced size) gymnasium, a cardio and group fitness area, a jogging track, and a child watch area. The aquatic component would consist of a leisure pool and a 6-lane, 25-yard lap pool with locker rooms. The facility would also include several multipurpose rooms. A combination of terraced parking and surface parking would accommodate 300+ cars, and a new loop road would be built around City Hall to serve the new facility.

The facility would be designed to allow for future expansion, given that user demand may call for an additional gymnasium, a competitive swimming pool, and/or other features.

Financial Impact:

The expense of participating in the Nov. 6 election is estimated to be approximately \$50,000.

The estimated construction cost of the facility is approximately \$32.4 million, which includes a \$2.8 million project contingency. Additional cost savings would be identified during the course of the project to ensure the project budget of \$30 million would be met.



City Council Agenda Bill

The YMCA would contribute \$5 million towards the capital costs of the facility, The city would contribute \$25 million, with approximately \$6 million coming from the parks CIP, and \$19 million from the city's reserve fund.

No additional taxes would be needed to support the construction or operations of this facility.

Recommended Motion:

Approve a resolution acknowledging the results of the Nov. 6, 2012, advisory vote on the Community and Aquatic Center, and authorize the city manager to proceed with the steps necessary to design and construct the center, pending the finalization of an operating agreement between the city and the YMCA.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2012-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE ELECTION RESULTS FROM
THE ADVISORY VOTE ON THE NOVEMBER 6, 2012, GENERAL
ELECTION BALLOT FOR A COMMUNITY AND AQUATIC
CENTER IN THE CITY OF SAMMAMISH.**

WHEREAS, residents of Sammamish have expressed broad and persistent interest in a Community and Aquatic Center over many years; and

WHEREAS, the City regularly conducts statistically valid community surveys and the results of those surveys have shown strong support for a Community and Aquatic Center; and

WHEREAS, the City contracted with Barker Rinker Seacat Architecture (BRS) to conduct a feasibility study on a Community and Aquatic Center; and

WHEREAS, the City and BRS hosted five public meetings to discuss and seek public input on various aspects of a potential center; and

WHEREAS, that public input touched on the components, size, construction, operating costs, and potential location of the facility; and

WHEREAS, City Council adopted a resolution identifying City-owned property near the library and City Hall, known as the “Kellman” site, as the preferred location for the facility; and

WHEREAS, the results of the BRS study were presented to City Council in July 2011 and then compiled in a report in November 2011; and

WHEREAS, to reduce costs, the City Council directed staff to scale back the size of the proposed facility and identify a suitable operating partner in January 2012; and

WHEREAS, the City received partnership proposals from private businesses; and

WHEREAS, the City determined that those proposals contained insufficient private funding for the project and were for facilities that more resembled health clubs than a community and aquatic center; and

WHEREAS, the City determined that the YMCA possessed broad experience in the operation of facilities that closely resembled the desired community and aquatic center; and

WHEREAS, City staff worked with the YMCA to reduce the size of the proposed facility to approximately 60,000 square feet, and the estimated cost to approximately \$30,000,000; and

WHEREAS, the City Council approved a resolution on July 16, 2012 to place a proposition on the Nov. 6, 2012 general election ballot seeking an advisory vote on the City's participation in the development of a multi-purpose community center; and

WHEREAS, the community center is proposed to be operated and/or managed by the YMCA that will be expected to pay at least \$5,000,000 of the construction costs; and

WHEREAS, entering into a management agreement with the YMCA to operate the community and aquatic center is consistent with the City's general policy of contracting for services when appropriate; and

WHEREAS, a memorandum of understanding was signed between the City and the YMCA in August 2012 to identify the basic elements for a partnership between the parties to design, build, and operate a multi-purpose community center in the City of Sammamish; and

WHEREAS, the results of the advisory ballot were certified on November 27, 2012 and showed that 12,700 residents (53.65%) voted in favor of building a community and aquatic center in the City of Sammamish and 10,971 residents (46.35%) voted against;

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

Section 1. Accept the election results. The City Council hereby accepts the results of the Nov. 6, 2012, advisory vote on the Community and Aquatic Center.

Section 2. Design and construction of the facility. The City Manager is hereby authorized to proceed with the steps necessary to design and construct the Community and Aquatic center, pending the finalization of an operating agreement between the City and the YMCA. The City Manager is also directed to present a draft of that operating agreement to City Council by the end of January 2013.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF DECEMBER 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: November 28, 2012
Passed by the City Council:
Resolution No.: R2012-_____



801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • web: www.ci.sammamish.wa.us

November 18, 2012

TO: Ben Yazici, City Manager
FM: Kamuron Gurol, Director of Community Development
CC: Melonie Anderson, City Clerk
RE: 2013 Comprehensive Plan Amendment Docket Requests

Consistent with SMC 24.25.070, the Community Development Department solicited suggestions from the general public and city departments for potential amendments to the Sammamish Comprehensive Plan for the annual amendment cycle known as the docket.

Please note that in addition to our annual update, a larger rewrite of the city's comprehensive plan is also required by the State to be accomplished every eight years. The next required rewrite will commence in 2013 and is due for completion in mid-2015.

The submittal window for 2013 annual docket requests ran from September 1 through September 30, 2012 and was advertised on the city web page and in the city newsletter. Staff received three resident proposed comprehensive plan amendments and one amendment was proposed by a city department. The following is a summary of potential amendments with initial staff responses:

- 1. Town Center Plan Amendment SE Quadrant/ Density Increase:** The applicant group is renewing the request originally submitted in 2009, and is requesting the city increase the commercial development capacity of the A-3 zone properties located within the southeast quadrant of the Sammamish Town Center. This request also includes selected B zone properties. This would increase the commercial development capacity from that adopted by the city in the Town Center Plan. Specifically the applicant is requesting an increase of up to 300,000 square feet of commercial space within the Town Center A3 zone and selected adjacent B designations. The applicant also observed that the other quadrants within the Town Center could benefit from a density increase to meet the demands of the anticipated market. Higher densities are desired to support pedestrian amenities and highest and best use of the site.

Following the submittal, staff met with the applicant group twice to discuss the proposal. Staff observed that 1) Under city code the applicant group would need to pay the cost of staff review and associated environmental analysis under SEPA, 2) the proposal would likely be hard to evaluate in time for a decision in 2013, and 3) the city was undertaking an economic development (ED) strategic planning process in 2013 and that the ED plan would benefit from input and participation from Town Center property owners including those from the SE quadrant. The applicant group revised their proposal on November 16, 2012 to suggest a two-year timeframe for review and to add a number of specific items to be included, some of which are related to the Town Center plan and development regulations and others that are more programmatic in nature including items that will be addressed in the ED plan.

Staff Response: *The SE quadrant property owners request for an increase in the potential commercial development capacity (as defined in the Town Center Plan) would be an increase beyond the zoning capacity allocated in the adopted Town Center Plan. Completion of an economic development strategic plan is anticipated in the next year, which will assist the city in determining any appropriate measures needed. Also, given the large volume of work needed to complete the 2015 rewrite, staff recommends not advancing this proposal in the 2013 docket. However, staff also recommends that the items submitted by the applicant group on November 16, 2012 be considered as a part of the 2013 ED planning process.*

2. **Gregory Kipp / Gross Density Change to R-1 Zoning:** The applicant requested a development code amendment to Chapter 21A.25.080 for R-1 zoned properties to allow gross density calculations instead of net density calculations. The applicant indicated the reason for the requested amendment is that the current calculation significantly restricts development of R-1 zoned property which could otherwise provide opportunities for new residential development.

Staff Response: *Currently, submerged lands/wetlands, steep slopes, buffers and property used as streets are not credited toward density calculations. These features are currently subtracted out of the gross density for all zones before determining how many units a property could yield. The Kipp request would exempt all R-1 zoned properties from the net density calculation. Thus critical areas and property used as streets would not be subtracted before determining how many units a property could yield.*

Staff met with the applicant following submittal of the proposal. The request would require analysis of impacts to the city's critical areas, traffic, and the city's buildable lands/growth targets. These analyses would be more appropriately considered during the city's 2015 Comprehensive Plan rewrite. Staff recommends not advancing this proposal in the 2013 docket. However, staff supports adding this to the list of items to be considered in the City's Comprehensive Plan amendment update scheduled for 2015. (Note that following the last meeting with the applicant, staff understands that Mr. Kipp may wish to revise the proposal to include a 'pilot program' or similar mechanism as a way to encourage the City Council to consider the proposal as an element in the 2013 docket.)

3. **KinderAce LLC-Michael Reid and Associates:** The applicant requested a development code amendment to Chapter 21A.20.070, Retail Land Uses to allow for building, hardware and garden stores in the Office zone. A vacant parcel (3425069032) and city owned stormwater ponds parcel (3425069053), both zoned Office, have been identified by the applicant as potential building site for a hardware/garden store. The applicant indicated that there is a lack of available Community Business and Neighborhood Business zoned properties which allow for the specific land use of "building hardware and garden materials".

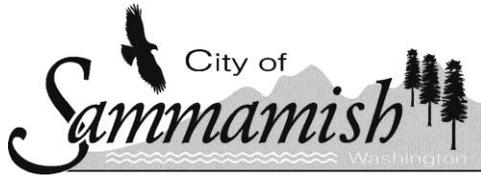
Staff Response: *The applicant's request is tied to a specific building site that is heavily constrained by critical areas, part of which is currently owned by the City. George Davis Creek flows on the north side of the site with a 150 foot buffer requirement extending south across the site. There is an unmapped boundary of the Category 1 East Lake Sammamish #9 wetland with a 215 foot buffer abutting the eastern side of the existing storm water pond. The 215 foot buffer extends west across the proposed development site. The boundary of a high-function, but unclassified, wetland abuts the southern boundary of the site. The buffer for this wetland would extend to the north across the site. There is very little, if any, developable area, and therefore*

the site would not be capable of supporting development of a hardware/garden store. Also, such community-scale retail uses are outside the intent of the Office zone.

Staff met with the applicant group in October and November to discuss the KinderAce proposal, and to review any potential viable options for locating a hardware/garden center store in Sammamish, both within and outside of land zoned Community Business. Given the significant zoning and environmental hurdles and limited timeframe to work with, staff recommends not advancing this proposal in the 2013 docket.

4. **City of Sammamish, Public Works Department/Transportation LOS:** The proposal is to develop and consider changes to the adopted transportation Level of Service (LOS), which in turn would allow modification of the Transportation Improvement Project (TIP) list. The TIP projects are required to meet the capacity needs to serve future growth based on the LOS. If the LOS and TIP are modified, the adopted impact fee would be updated as well.

Staff Response: According to previous City Council direction, this comprehensive plan amendment should be added to the 2013 docket. The City comprehensive plan policies that define the LOS must be reviewed and modified appropriately before the TIP project list can be modified. The results of this work would also be folded into the Transportation Element of the 2015 Comprehensive Plan rewrite.



Memorandum

DATE: January 5, 2012
TO: City Council
City Manager
FROM: Bruce Disend, City Attorney
RE: Initiatives and Referenda

The City Council has indicated an interest in discussing the topics of initiatives and referenda. In brief, the power of initiative is used to propose new legislation and the power of referendum is used to review previously adopted legislation. The purpose of this memorandum is to provide Council with an overview of these topics.

This memorandum consists of two sections: Section "A" sets forth Frequently Asked Questions concerning the initiative and referendum processes; and Section "B" is a report prepared by the League of Women Voters, dated October 2002, entitled "Direct Democracy: the Initiative and Referendum Process in Washington State." The report provides a useful description of the various issues related to the exercise of these powers.

A. FREQUENTLY ASKED QUESTIONS*

1. Question:

What are the powers of initiative and referendum?

Answer:

An initiative is the means, established by charter or statute, for the enactment of municipal legislation by the direct action of the voters of the city.

A referendum is the right of the people, established by charter or statute, to have an ordinance which has been enacted by the local legislative body submitted to the voters of the city for their approval or rejection.

* Source: Municipal Research and Services Center website.

2. Question:

What are the methods for acquiring the powers of initiative and referendum by a code city?

Answer:

The code city statutes indicate that the powers of initiative and referendum are to be acquired through use of the process used to reclassify under the optional municipal code. RCW 35A.11.080.

The first method, under RCW 35A.02.020, is by direct petition which requires a petition signed by qualified electors equal in number to not less than 50 percent of the votes cast at the last general municipal election. This petition is then filed with the city clerk who must then determine whether the petition is sufficient. If it is, the petition is filed with the legislative body, which then must pass a resolution declaring that the inhabitants of the city or town have decided to provide for the powers of initiative and referendum. The resolution must be published in a newspaper of general circulation within 10 days of its adoption. Thereafter, there is a 90-day waiting period during which a second "referendum" petition can be filed to force an election on the issue. The second petition is sufficient if it has been signed by qualified electors equal in number to not less than 10 percent of the votes cast at the last general municipal election. If a sufficient second (or referendum) petition is filed, there must be an election on the issue at the next general municipal election, if that election will be held within 180 days after the filing of the referendum, or otherwise at a special election. If there is an election on the issue, the powers would only be adopted if a majority of those voting on the issue favor adoption of the powers. If there is no referendum (or second) petition filed within 90 days of the council resolution, the council must adopt the powers of initiative and referendum by ordinance.

The second method, provided for in RCW 35A.02.030, is by resolution. Under this method, the city council may pass a resolution to provide for the powers of initiative and referendum. This resolution, like the direct petition method resolution, is subject to a referendum if, within 90 days after publication of the resolution, a timely 10 percent petition is filed, as provided for in RCW 35A.02.035.

3. Question:

How are the powers of initiative and referendum exercised?

Answer:

The powers of initiative and referendum are not universally available. In fact, the powers of initiative and referendum are only available in first class cities (RCW 35.22.200 and the charters), code cities (RCW 35A.11.080 - .100), and cities organized under the commission form of government (RCW 35.17.240 - .360). Code cities, such as Sammamish, do not automatically have the powers of initiative and referendum, but may adopt them, either by citizen resolution or by resolution of a majority of the city council.

Voters of a code city which has acquired the powers of initiative and referendum may initiate ordinances or have certain ordinances which have been passed by the legislative body referred to them for affirmation or rejection at an election. In either instance, the process is begun by petition. In a code city, the petition requires signatures of registered voters equal to 15 percent of the number of registered voters in the city as of the date of the last preceding city general election.

Certain ordinances are not subject to referendum. The following ordinances are excepted from the process in both commission and code cities:

- Ordinances initiated by petition;
- Ordinances necessary for the immediate preservation of public peace, health, and safety, or for the support of city government and its existing public institutions, which contain a statement of urgency and are passed by a unanimous vote of the commission or council; and
- Ordinances providing for local improvement districts.

In addition, the following types of ordinances are exempt from referendum in a code city:

- Ordinances appropriating money;
- Ordinances providing for or approving collective bargaining;
- Ordinances providing for the compensation of or working conditions of city employees; and
- Ordinances authorizing or repealing the levy of taxes.

If a valid petition is filed seeking a referendum, the ordinance does not go into effect until it has received a majority of the votes cast at the election. If a valid initiative petition is filed (accompanied by a proposed ordinance), the council shall either pass the ordinance within 20 days of the clerk 's certification of the petition, or else submit the ordinance to the voters at a general or special election called for that purpose. (RCW 35.17.260).

4. Question:

What are the limitations on the powers of initiative and referendum in a code city?

Answer:

There are certain statutory limitations placed upon the referendum power in code cities and city charter limitations upon those powers in first class cities. RCW 35A.11.090 excepts the following:

1. Ordinances necessary for the immediate preservation of public peace, health, safety or for the support of city government and its public institutions which contain a statement of urgency and are passed by unanimous vote of the council;
2. Ordinances providing for local improvement districts;
3. Ordinances providing for or approving collective bargaining;
4. Ordinances providing for the compensation of or working conditions of city employees; and
5. Ordinances authorizing or repealing the levy of taxes.

In addition to the above statutory exceptions, our courts have carved out various other actions which are not subject to initiative and referendum. The courts have maintained "that direct legislation by the people, acting through the power of initiative or referendum, may not interfere with the exercise of any power delegated, by state law, to the mayor and city council as the governing body of the city." In other words, where the grant of power by the state legislature is to the "corporate authorities" of the city, that is, to the mayor and city council, and not to the city as a "corporate entity", or the electorate, an ordinance which does no more than exercise the power granted by state law is not subject to the referendum provisions.

Another distinction made by our courts is the difference between legislative policy, which falls within the scope of the powers of initiative and referendum; and administrative action which does not. (See, e.g., *Ruano v. Spellman*, 81 Wn.2d 820, 505 P.2d 447 (1973).)

5. Question:

How does one determine whether an issue is legislative or administrative in order to determine if it is subject to initiative and referendum?

Answer:

Two tests have been suggested for determining whether an issue is legislative or administrative. First, actions relating to subjects of a permanent and general character are usually regarded as "legislative" and thus subject to the powers of initiative and referendum. Those actions taken on subjects of a temporary and special character are usually regarded as "administrative" and are not subject to the powers. *Citizens v. Spokane*, 99 Wn.2d 339, 662 P.2d 845 (1983). A second test suggests that a matter is legislative if it prescribes a new policy or plan, and administrative if it merely pursues a plan that has already been adopted.

6. Question:

Have most code cities adopted the powers of initiative and referendum?

Answer:

No. The majority of the 189 code cities have never adopted the powers of initiative and referendum. MRSC counted 49 as of October, 2008 that had done so.

7. Question:

Can the powers of initiative and referendum, once adopted, ever be abandoned by a code city?

Answer:

Yes, they can be. RCW 35A.11.080 provides that the exercise of the powers "may be restricted or abandoned" through use of the procedures that are followed to abandon the plan of government of a noncharter code city, RCW 35A.06.030 - .060. No code city has ever abandoned the powers once adopted.

8. Question:

Can the powers of initiative and referendum be used to amend a city's zoning ordinance and impose a moratorium on rezones for a limited time period?

Answer:

The courts in this state have indicated previously that amendments to the zoning code are not a proper subject for an initiative. See the cases of *Lince v. Bremerton*, 25 Wn. App. 309 (1980) and *Leonard v. Bothell*, 87 Wn.2d 847 (1976).

Part of the rationale for these decisions is the doctrine that the powers of initiative and referendum do not apply to actions which have been delegated by the state legislature to the governing body (city council) of a city or town as opposed to the city or town as a corporate entity. RCW 35A.63.100 appears to indicate that the power to enact land use zones has been granted to the city councils in noncharter code cities. Since this is a power which has been specifically granted to the city council by the state legislature, it is not an appropriate subject for the initiative process.

RCW 35A.63.220 (for code cities) specifically indicates that it is the legislative body which has the authority to adopt a moratorium.

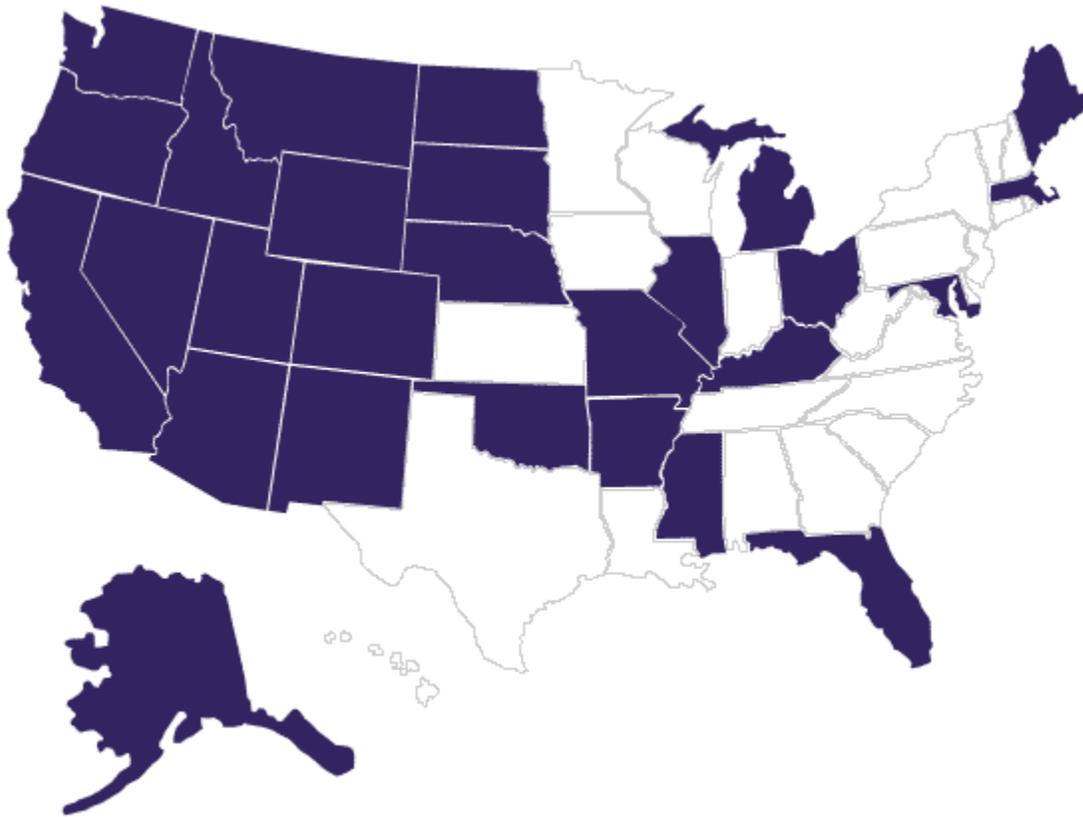
9. Question:

Is a budget ordinance subject to a referendum?

Answer:

RCW 35A.11.090 outlines the exceptions to the initiative and referendum powers of a code city. Among those exceptions are ordinances appropriating money and ordinances providing for the compensation of city employees. The budget ordinance would encompass both of these exceptions and consequently is not subject to a referendum.

DIRECT DEMOCRACY: THE INITIATIVE AND REFERENDUM PROCESS IN WASHINGTON STATE



States with Initiative and/or Referendum Process
Map courtesy of the Initiative and Referendum Institute

**League of Women Voters
October 2002**

Direct Democracy: The Initiative and Referendum Process in Washington State

**League of Women Voters
October 2002**

Introduction

This revised and updated study of the initiative and referendum process dates from the League research done in 1994 to a book published in 2002.

Although a clear majority of Washington citizens support keeping the initiative process, there is a growing frustration over some aspects: the increasing use of the process, its encroachment into areas some previously thought to be the prerogative of the legislature, the use of paid signature gatherers, and the growing willingness of the Washington State Supreme Court to rule voter-passed initiatives unconstitutional. Some, who have always supported the initiative process, have come to wonder if it isn't time to make changes in the process. Others believe the fewer restrictions the better, and that nothing should interfere with the right of the people to exercise this constitutionally protected form of "direct democracy."

Concerns range from the large number of initiative petitions circulated to the impact on the budget process, and for some voters, the recognition after-the-fact of the unintended consequences of undercutting services they actually want. Many legislators find it increasingly difficult to manage a budget that is impacted by the passage of ballot measures that can increase spending and reduce revenue in the same election.

What follows is a look at what has happened since 1994. Although many of the ideas for change voiced in 1994 are included, a few new ones have been added. Law Professor Kris Kobach notes some suggestions are "sincere efforts to improve the legitimacy of the process, while others have been thinly-disguised attempts to hobble it." We hope this report helps readers draw their own conclusions as to which is which. You will find references to recent court decisions, comparisons to other states that have the initiative process, and updated charts. A bibliography and other references are also provided.

The Initiative And Referendum in the United States

The initiative and referendum (I/R) process is called "direct democracy" by political scientists. Direct democracy is an old concept, practiced in Ancient Greece and in the town meetings of colonial New England. Our founding fathers however, concluded that direct democracy was impractical in a country containing 13 states with 13 different sets of attitudes and interests and chose to establish a representative form of government with a system of checks and balances ("indirect democracy").

Author David Magleby sees direct democracy (the initiative process) as valuing participation, open access and political equality, while tending to de-emphasize compromise, continuity and consensus. It encourages conflict and competition and attempts to expand the base of participants. On the other hand, indirect democracy (the legislative process), he says, values stability, consensus and compromise, and seeks to insulate fundamental principles from momentary passions and fluctuations of opinion.

There is no provision for enacting laws directly by the people (our initiative process) in the Constitution of the United States. Nor is there a provision for referenda at the federal level.

While the Constitution leaves to the states all legislative powers not granted to Congress, it also guarantees to every state a republican (representative) form of government. It is based on this “guarantee clause” that some legal scholars have argued that the use of initiatives and referenda is unconstitutional. The United States Supreme Court, however, has held in a case challenging their use that the issue is a political question, not properly before the Court, and must be left to congress.

Conceived as an innovation in modern government, which would allow citizens to act when their elected representatives lost sight of the “public will,” Switzerland adopted the initiative/referendum system in 1874. It was 1898 before any of the U.S. states adopted the concept.

Near the turn of the century, populist, progressive and reform groups were agitating for more citizen control over their government. The populist I&R movement grew out of a general distrust of government. Many western voters believed that their legislators were only representing railroad, bank and timber interests. This led to the formation of chapters of The Direct Legislation League in many states.

Through the years both the populist and progressive movements supported the initiative process but from different perspectives. Modern commentators make this distinction, as expressed by Dr. Kenneth Miller: “[N]eo-Progressives still seek to use the initiative to enhance the responsiveness, professionalism, and expertise of government, whereas neo-Populists seek to substitute the wisdom of the people for deliberations of elected officials.” In other words, populists distrust government; progressives seek to improve government.

The move toward direct citizen legislation started at the end of the nineteenth century. South Dakota led the “revolution” in 1898, with Oregon following in 1901. In Washington, after 10 years of lobbying and campaigning, a farm/labor coalition led by the Washington State Grange finally succeeded in getting the proposed I&R constitutional amendment on the ballot in 1912 and it passed. Montana included I&R in its first constitution – the first and only state until Alaska in 1959 - to include the process in its original constitution. Most of the I&R states are in the West and Southwest.

Today, 27 states have either or both an initiative and referendum process. Twenty-three states have referendum measures, 17 states have initiatives to the people, 7 states have initiatives to the legislature, but the requirements differ from state to state. Kentucky, Maryland and New Mexico allow referenda but not initiatives. Illinois and Mississippi allow initiatives but not referenda. Twelve states, including Washington, limit initiatives to a single subject only and nine states limit them to legislative matters only as does Washington. However, some have less and some have many more subject restrictions. Idaho has none at all while Alaska permits no revenue measures, no appropriations, no acts affecting the judiciary, or any local or special legislation and no laws affecting peace, health or safety.

Eighteen states allow their constitutions to be amended by initiative. Nine states, including Washington, do not allow constitutional amendments by initiative. Florida allows initiatives only for constitutional amendments.

Women gained the right to vote by initiative in Oregon and Arizona. Interestingly, several attempts failed because liquor and saloon interests feared that women would vote for prohibition, which they did. The adoption and then the repeal of prohibition were an initiative concern in many states for years.

Massachusetts adopted I&R at a state constitutional convention in 1913. Amendments by the legislature, however, have made it the nation’s most cumbersome and complicated procedure. Nevertheless, in 2001, 16 initiatives were filed. 57,100 signatures were required by December 1 to have the state legislature consider

each one. If the legislature did not act by May, 2002 on petition proposing laws, the proponents had to gather another 9,517 signatures by July 5 for placement on the November, 2002 ballot. These issues deal with

universal health care, the MA Port Authority, recall of county sheriffs, an end to the personal income tax and sales tax and repeal of bilingual education.

Washington is one of the five states relying heavily on the initiative process. California and Oregon and Colorado are the highest users; Arizona is the fifth. Between 1990 and 2000 there were 458 initiatives nationwide – over three times the rate of the 40's, 50's, and 60's. In the 2000 election cycle: 90% of the initiative petitions failed; 350 were submitted in the 24 states; 76 made it onto the ballot and, of those, 36 were adopted, some of which were then challenged in court.

Oregon holds the record for the most initiatives on the ballot. Oregon was the first state to adopt, by initiative, the popular election of U.S. Senators (1908) and to provide for a Presidential Primary (1910). In the election of 2000, it had 26 issues on the ballot. Also many cities had local initiatives. One might surmise that with so many issues on the ballot, voter turnout would be low. In this election, however, 81% of those eligible to vote were registered and 79% voted. How could this happen with so many issues on the ballot? It happened because Oregon utilized the “vote by mail”(VBM). This method was created by the initiative process, spearheaded by the League of Women Voters of Oregon, AAUW and AARP using 11,000 unpaid signature gatherers. It passed by more than a 2 – 1 margin in 1998, an “off year” election with voter turnout similar to a Primary.

In the 2002 election Washington voters will have 2 initiatives and 2 referenda on the ballot. Oregon voters will have 7 initiatives and 5 legislative referrals. The reduction in initiatives on Oregon's ballot matches a decrease nationally, according to M. Dane Waters of the Initiative and Referendum Institute in Washington, D.C. Nationally there were 55 statewide initiatives in 1998 and more than 65 in 2000, but Waters predicts as few as 40 in 2002. “This will probably be the least number of initiatives on the ballot in about 15 years,” he said. “Oregon is probably going to see the sharpest drop-off.”

Creating Initiatives and Referenda

Initiatives

Any registered voter in Washington, acting individually or on behalf of an organization, may file an initiative with the Secretary of State. There is a five-dollar filing fee for each initiative filed. In practice, the Secretary of State's office often assists the petitioner with the language and organization of the document.

Washington State's Public Disclosure law, adopted by initiative in 1972, stipulates that any individual or organization, which expects to receive funds or make expenditures in an effort to support or oppose an initiative, must register with the Public Disclosure Commission and file certain financial reports. The sponsor of an initiative should contact the Public Disclosure Commission in conjunction with the preliminary filing of the measure.

A copy of the text of every proposed initiative is then sent to the Legislative Code Reviser who reviews the draft for technical errors and style. He advises the sponsor of any potential conflicts between the proposal and existing statutes and puts the petition into legal language. The proposal is then returned to the sponsor with a “certificate of review” and any recommended changes. All changes recommended by the Code Reviser are advisory and subject to approval by the sponsor. The sponsor has 15 working days after submission to the Code Reviser to file the final draft with the Secretary of State.

The final draft is then sent to the Attorney General. Legislation passed in 2000 requires the measure be given a ballot title of no more than ten words, a concise description of the measure, not to exceed 30 words and a summary not to exceed 75 words. The title question inquiring whether the measure should be approved or

rejected must clearly define the intent of the initiative sponsor(s). Any person may challenge the ballot title or summary in Thurston County Superior Court within five days, and the court has another five days to announce its decision. Fewer than 25 percent of the initiatives filed at the beginning of the process are ever printed or circulated by the sponsors. The sponsors pay the full cost of printing and circulating petitions.

Initiatives to the people must be filed not more than ten months prior to the next general election, and the signed petitions must be returned to the Secretary of State's office at least four months before the date of the election. To qualify for the ballot, the number of valid signatures must equal a minimum of eight percent of the votes cast for Governor in the last election. Approval by a simple majority of voters is required for passage unless it concerns gambling or lottery measures, which require 60 percent approval.

An initiative to the legislature must be filed within ten months of the next regular session of the legislature, and the signed petitions must be returned at least ten days before that session. If the signatures equal eight percent of the votes cast for Governor in the last election, the legislature must take one of the following actions.

- Adopt the initiative as proposed, in which case it becomes law without a vote of the people
- Reject or refuse to act on it, in which case the initiative must be placed on the ballot at the next general election.
- Approve an amended version, in which case both the new version and the original initiative must be placed on the next general election ballot.

Information about initiatives to be voted on is included in the state voters' pamphlet, along with arguments from the sponsoring committee and opponents. Once approved by the voters, initiatives cannot be changed by the legislature in the first two years, except by a 2/3rds majority in both houses.

The Referendum

There are two types of referenda: the referendum bill and the referendum measure. The primary purpose of each is to give voters an opportunity to approve or reject laws either proposed or enacted by the Legislature.

Referendum bills are laws proposed by the legislature which it chooses to refer to the electorate for approval or rejection. Most often these bills ask voter approval for new projects which will cost more money than the state has budgeted. Sometimes the bills represent "hot" issues such as a state position on transportation funding, nuclear waste repositories, expansion of public disclosure requirements, or changes in state abortion laws. Referendum bills have had a high success rate, with 38 of the 47 submitted to voters having passed. (Appendix C)

Referendum measures are laws recently passed by the legislature that are placed on the ballot because of voter petition. The purpose of such a referendum is to stop a recently passed state law from going into effect. Of the 49, which have been filed, 28 have succeeded in nullifying legislation. (Appendix D)

Referendum measures are similar to initiatives except for the following differences:

- A referendum may be filed after the Governor has signed the act that the sponsor wants referred to the ballot. Signed petitions must be filed no later than 90 days after the final adjournment of the legislative session at which the act was passed. Once certified, the referendum is submitted at the next state general election.
- Petitions may be certified with a minimum of 4% of the votes cast for Governor in the last election.
- Emergency Clause

The power of referendum is given and partially taken away in the same sentence of Article II of the State Constitution:

“The second power reserved by the people is the referendum, and it may be ordered on any act, bill, law or any part thereof passed by the legislature, *except such laws as may be necessary for the immediate preservation of the public peace, health or safety; (or) support of the state government and its existing institutions...*” (italics ours, the (or) above has been assumed by courts to have been inadvertently omitted by the framers.)

The italicized part of the above sentence is commonly known as the emergency clause. This clause is included in state legislation where there is a genuine emergency, or when the legislature wants the legislation to take effect at the start of the new fiscal year, July 1. An emergency clause provides a date certain for legislation to take effect. It is the only constitutional authority to deviate from the mandate of the seventh amendment, which provides that “no act, law, or bill subject to referendum shall take effect until ninety days after the adjournment of the session at which it was enacted.” For many years no one knew when the Legislature would finally adjourn. With the passage of a constitutional amendment in 1979, special sessions, as well as regular sessions, now have a time certain for adjournment.

There is a growing belief that the emergency clause is often included in a bill to discourage a voter-initiated referendum. As early as 1945 in Kennedy v. Reeves, 22 Wn.2nd 677,683-84, the State Supreme Court chided the legislature for what it perceived was an attempt to thwart the people’s right of referendum.

“With all due respect, and with the earnest desire not to seem either censorious or facetious, we feel that we must say frankly and in all seriousness that the custom of attaching emergency clauses to all sorts of bills, many of which cannot by any stretch of the imagination be regarded as actually emergent...has become so general as to make it appear, in the light of recent experience, that a number of (formerly established presumptions indulged in favor of legislative declarations of emergencies) can no longer be deemed controlling. It of course, will never be presumed that the legislature deliberately intended to infringe upon a constitutional right.”

Although in the past courts have ruled that the presence of the emergency clause would not protect legislation from referendum, increasing weight is being given to its existence. The emergency clause has been credited for the lack of any successful citizen -initiated referenda since 1977. Some believe 90 days leaves too little time to collect signatures, even though only half as many are required as for an initiative, however the change in court attitude is thought to have made the biggest difference.

Here is how attorney Shawn Newman reacted to the Washington Supreme Court’s acceptance of the emergency clause to thwart the referendum on funding the Mariners baseball stadium.

“In memory of the citizen referendum. On December 20, 1996, the citizen’s referendum power, age 84, suffered an untimely death with the State Supreme Court’s decision in CLEAN et al v. State (the Mariners stadium case). The majority of the court, citing such learned authorities as Vincent “New York Vinnie” Richichi, a Seattle sports radio talk show host, on the ‘value of M’s’ was not only in the public interest (despite the fact the people of King County voted against it) but that it was also a constitutional ‘emergency’ (necessary for the ‘public peace, health or safety’) thereby avoiding the people’s right to Referendum. The citizen referendum process is essentially a check and balance on the legislature.....The majority opinion means the death of citizen initiated referenda. Memorial services to be announced.”

Fiscal Impact Statement

Recent legislation, applying to both initiatives and referenda, requires the Office of Financial Management (OFM) to prepare a fiscal impact statement for each of the following state ballot measures:

- an initiative to the people that is certified to the ballot;
- an initiative to the legislature that will appear on the ballot because the legislature did not pass it;
- an alternative measure appearing on the ballot that the legislature proposes as an alternative initiative to the legislature;
- a referendum bill referred to voters by the legislature; and
- a referendum measure certified to the ballot by petition.

A fiscal impact statement must describe any projected increase or decrease in revenues, costs, expenditures, or indebtedness that the state or local governments will experience if the ballot measure is approved. Where appropriate, the statement may include both estimated dollar amounts and a description placing those amounts in context. The statement must include a summary of not more than 100 words, and a more detailed statement that includes the assumptions that were made to develop the fiscal impacts. These statements must be available online and included in the state Voters' Pamphlet.

Requirements for passage are the same for both the initiative and referendum.

At The Local Level

Cities and counties in Washington do not automatically have initiative or referendum powers. It takes action on the part of each jurisdiction to grant its citizens these powers. The kind of action depends on the size and class of the city as well as the city or county's form of government. The State authorizes Cities and Counties to have the initiative by legislation that allows them to adopt their own charter, sometimes referred to as home rule.

Ten of Washington's thirty-nine counties have home rule charters, as do five cities but that does not necessarily mean that they have chosen to adopt I&R or extend the process to Charter changes. For example, the city of Seattle has included the right to amend its charter by initiative but King County has not. Limited purpose governments, such as school districts, do not have the power of initiative or referendum at all.

The Role of Money

One element of concern raised by many is the role money may play in an election. The arguments, proposed remedies and constitutional issues surrounding campaign finance are similar for candidates and ballot issues. Many studies have been done in other states attempting to find a statistical relationship between the money spent on a ballot issue and the percentage of votes gained in victory or defeat. Conflicting conclusions have been reached. In Washington, of the thirty-seven initiated measures enacted since 1975, seven passed even though advocates were outspent by opponents.

In his book, *Democracy Derailed: Initiative Campaigns and the Power of Money*, David S. Broder writes, "Money does not always prevail in initiative fights, but it is almost always a major – even dominant factor. Like so much else in American politics, the costs of these ballot battles have escalated enormously in the past decade. To a large extent, it is only those individuals and interest groups with access to big dollars who can play in the arena the Populists and Progressives created in order to balance the scales against the big-bucks

operators.” He goes on to say, “...millionaires have ...found the initiative handy for 'empowering' voters to endorse the initiatives' sponsors' agendas”.

Perhaps the most striking example of “empowerment” occurred in Washington State in 1997. The owner of the Seattle Seahawks football team wanted a new football stadium for his team, and he wanted the taxpayers to pay some of the estimated \$425 million cost. He spent \$6,321,832 securing the signatures and campaigning for a ballot referendum for its construction. He also provided the \$3,998,284 cost of running the special election at which voters across Washington approved the expenditure. It passed with 51% of the votes, in June of 1997.

The California Commission on Campaign Financing, a high profile, private, non-profit, bi-partisan organization produced a two-year study of the initiative process in the early nineties called, “Democracy by Initiative-Shaping California's Fourth Branch of Government”. The study commented that a very large campaign fund for opposing an initiative seemed to be more effective than a large fund supporting a measure. In other words, there is some evidence that it may be possible to “buy” a “No” vote, but little evidence that it may be possible to “buy” a “Yes” vote. The rationale is that a very large war chest may be used either to circulate a competing initiative or to conduct a last minute negative advertising blitz, either of which could be designed to confuse the voter. The more unbalanced the campaign spending between the two sides, the easier it was to draw statistical relationships. However, the report was careful to say a multitude of other factors can intervene and create exceptions to these generalities.

Since 1990, states have increasingly regulated and restricted the use of the initiative process. According to M. Dane Waters, President, Initiative and Referendum Institute: “These regulations and restrictions have made the process only accessible to groups and individuals with access to money. This has forced citizens in the various states who seek reform to reach out to national groups for financial and organizational support, as well as seek the help of the "initiative industry.”

No state restricts the flow of dollars into ballot measure campaigns. Several have tried to limit contributions or impose spending ceilings, but in each case the courts have declared such laws unconstitutional. The U.S. Supreme Court ruled that the expenditure of money was tantamount to “speech” and, therefore, restrictions on campaign expenditures violate the First Amendment to the Constitution. (*Buckley v. Valeo*, 424 U.S.1, 1976).

Signature Gathering

Ten states, including Washington, place no geographical requirements on signature gathering; eleven states do. Requirements vary widely, from Nebraska's requirement of five percent of the voters in 38 of 93 counties, to 10 percent in 20 of 29 counties in Vermont. Wyoming's strenuous petition requirement of 15 percent of the votes cast in the last governor's election, from two-thirds of the counties, effectively keeps the process from being used very often.

The number of signatures required to qualify varies from 3.5 to 15 percent of the votes cast for Governor in the last election -- Washington's is eight percent. One state requires ten percent of the registered voters and another, four percent of the population; Alaska requires at least one signature in two-thirds of the election districts.

Paying for collecting signatures has become more common in recent years. While the use of unpaid signature gatherers is still possible, qualifying for the ballot is not as likely. Extensive organization and paid staff usually are required to be successful. Often a campaign that began as a volunteer effort has had to add paid petitioners as the deadline approached. Between 1992 and 2000, thirty Washington initiatives were on the ballot. Only six

reached the ballot without paid signature gatherers. The six issues were an anti-tax measure, a ban on partial-birth abortions, a raise in the minimum wage, a roll-back of the motor vehicle tax and voter requirement for any tax or fee increase (later ruled unconstitutional because it covered more than one issue), a ban on bear or cougar hunting with dogs or bait, and a ban on certain animal traps.

In Washington in 2002, the rate for collecting signatures ranged from .60 to \$2.00 per signature depending on how much time was available before the deadline. In some states the rate has been known to go as high as \$4.00.

In 1976 qualifying a ballot measure in California cost \$69,000. That figure grew as high as 2 million in the '90's. However, spending a lot of money to "qualify" a ballot issue does not necessarily guarantee its success on Election Day. "Voters are smarter than you think," said Dr. Todd Donovan, a Western Washington University Political Science Professor, speaking at a meeting of the League of Women Voters in Bellingham. "If they see special interests supporting an issue, they will vote against it. Also, too many initiatives on a ballot turns people off, and they tend to vote against everything or not vote at all."

Legal Efforts to Restrict Usage

Efforts have been made in this state and others to place restrictions on signature gatherers. Many have been found to violate the United States Constitution. When a state gives its citizens the right to the initiative process, the United States Supreme Court regards this right as falling under the protections of the first amendment. That is, it is "core political speech," and any restrictions are subject to strict scrutiny by the Court. Meyer v. Grant, 486 U.S. 414 (1988). In Meyer, the Court held Colorado's prohibition against payment to signature gatherers to be unconstitutional. The Court did observe that a state's interest in preventing fraud could be accomplished in other less restrictive ways.

1993, the Washington Legislature passed a law making it a gross misdemeanor to pay signature gatherers by the signature, but did permit payment by the hour. Relying on the Meyer case, this statute was challenged in Federal District Court. Limit v. Maleng, 874 F. Supp. 1138 (W.D. Wash.). The Court concluded on the evidence presented that the law was not necessary to prevent fraud – there was no significant difference between the validity of signature campaigns which used paid gatherers and those that relied on volunteers.

A more recent attempt by the Colorado Legislature to place restrictions on signature gatherers also ran afoul of first amendment protections. Buckley v. American Constitutional Law Foundation, Inc., 525 U.S. 182 (1998). The Supreme Court held that a state cannot require (1) that a signature gatherer be a registered voter, (2) that a signature gatherer wear an identification badge while soliciting signatures, and (3) that proponents of an initiative report the names and addresses of the signature gatherers and the money paid to each. Despite the state's argument that these restrictions were necessary to prevent fraud, the Court held that they were "undue hindrances to political conversations and the exchange of ideas."

A recent case out of North Dakota upheld state restrictions, but this case was not reviewed by the U.S. Supreme Court. Initiative & Referendum Institute v. Jaeger, 241 F.3d 614 (8th Cir., 2001). The Court of Appeals held that the requirement that (1) signature gatherers be residents of the state and (2) that they not be paid by the signature did not violate the constitution. The court based its decision on clear evidence that fraud had occurred, and the requirements were necessary to prevent future fraud and to give the state subpoena powers over signature gathers. Further, the requirements were narrowly drawn to accomplish the state's goals. The Eighth Circuit distinguished the North Dakota case from the Washington case based on the latter's lack of evidence of fraud.

It is always chancy to try to predict how a future court would respond to specific limitations on the initiative process. Past opinions have emphasized the significance of unfettered political speech to the democratic process. Any interference with the free exchange of ideas between signature gatherers and potential signers would be viewed with suspicion. However, based on the cases to date, some believe it might be possible to place some restrictions.

The Supreme Court has not ruled on the specific issue of payment per signature, or on a residency requirement. Some people believe that a provision for a geographical distribution might survive a constitutional challenge. The geographical distribution, of course, would have to comply with the one-person-one-vote mandate of earlier decisions. Moore v. Ogilve, 394 U.S. 814 (1969). The use of counties for example, would not comply because Washington's counties vary dramatically in size and population.

Where Signatures Can Be Gathered

A major factor in initiative and referendum campaigns is where signatures can be collected legally. In a series of cases, the Washington Supreme Court has affirmed the right to collect signatures on private commercial property which has the earmarks of a town center, community business block or other public forum, subject to reasonable time, place and manner restrictions.* The court uses a balancing test to determine the right of a property owner to exclude signature gatherers against the right to collect signatures as provided in the state constitution. This test relies on such factors as the nature and use of the property, the scope of the invitation that the owner has made to the public, and the impact that denial will have on the initiative process. Under this test, shopping malls are generally accessible for signature gatherers, but grocery stores are not.

*See e.g. Walmart v. Progressive Campaigns, Inc., 139 Wash.2d 623 (1999) and cases cited therein. Previously, the U.S. Supreme Court recognized that a state's constitutional provision for free speech and the initiative as extended to a shopping center did not violate the U. S. constitution's protection of private property. Pruneyard Shopping Center v. Robbins, 447 U. S. 74 (1980).

Some petition gatherers complain that requirements of long lead time to sign up for space and million dollar bonds are not reasonable restrictions. One example cited was a rule used by the Bellevue Square Mall: Petitioners are assigned a "box" outlined by red tape. They must stay within these boundaries and are not allowed to attract potential signers with a greeting such as inquiring if passer-bys were registered voters. That would be deemed "hawking" which is not allowed.

One of the reasons given for the substantial drop in the number of initiatives on the 2002 ballots has been the increasing number of prohibitions at popular spots for circulators to meet potential signers. In recent years tighter restrictions have also been placed on "public spaces". A recent regulation by the U.S. Postal Service which prohibits signature gathering on Postal Service property has been challenged by the Initiative & Referendum Institute and is scheduled to be tried before the U.S. District Court in October 2002.

Constitutional Issues After Passage

Laws passed by initiative or referendum must comply with the federal and state constitutions, as must laws passed by the legislature. The recent application of the single subject rule has generated considerable criticism.

The Single Subject Rule

The Washington Constitution provides in Art.II, sec.19. that "no bill shall embrace more than one subject and that shall be expressed in the title." Up until recently, the single subject rule challenge to initiatives has been

rare in Washington and other states, but its use has been growing. In 1995, the Washington Supreme Court concluded that the single subject rule would apply to initiatives as well as laws passed by the legislature, but held in the case of I-134 (campaign reform) that it complied with the rule.

Washington Federation of State Employees v. State of Washington, 901 P.2d 1028 (Wa. 1995).

The first time the court applied the single subject rule to strike down an initiative was in 2000 when I-695 was invalidated. The court concluded that the two parts of the initiative - (1) reduction of motor vehicle taxes and (2) requirement of a public vote on most tax and fee increases – were not rationally related and thus covered two distinct subjects. The court also held that the initiative violated the title requirement in sec.19 as well as two other provisions of the state constitution. Amalgamated Transit v. State, 11P.3d 762 (Wa.2000).

One local scholar James Bond, former Dean of the University of Puget Sound and Seattle University School of Law, criticizes the Washington Supreme Court for its decisions on the constitutionality of I-695 . He contends that in these decisions the court has applied a more stringent test of constitutionality than to bills passed by the legislature. He takes the court to task for what he sees as a failure to develop a coherent rationale for the different standards it applies. He notes the likely political fallout from the court’s invalidation:

“Progressives will doubtless applaud the court’s decision as preserving the government’s authority to tax so that it can generate revenues, which they believe are desperately needed to fund government programs. Populists will simply wonder who they need to throw out—the justices or the legislators [speaking of the second decision on I-695]—if they are ever going to get control of what they (quaintly?) think of as “their” government.”

Another legal scholar, Richard J. Ellis, expresses a contrary point of view in arguing that there is justification for applying a stricter rule to initiatives than bills passed by the legislature:

Without a strict single-subject rule, it is generally impossible to know which if any parts of a successful initiative express the majority view. The rationale behind a law produced by the legislature is more complex than simple majority rule. Legislatures are designed to produce compromises among competing interests. The final law may well be nobody’s first choice yet be preferable because it represents a consensual second choice with which most everybody can live.

Appropriation Clause

It has been suggested that initiatives with a fiscal impact could be challenged under the Appropriation Clause – Article 8, Section 4 of the Washington State Constitution . It provides as follows: “ No moneys shall ever be paid out of the treasury of this state, or any of its funds, or any of the funds under its management, except in pursuance of an appropriation by law” The Washington Supreme Court has affirmed that the object of the appropriation article is to preclude expenditures without legislative direction. State ex rel Peel v. Clausen, 94 Wa. 166, 173 P. 1 (1917).

Limitations Governing Public Officials

Public Officials enjoy free speech when it comes to ballot issues as long as they are not using public resources. As a general rule, the Washington State Ethics Law of 1994 prohibits the use of public resources by state officers or state employees to support or oppose a ballot measure. However, since ballot measures are matters

of public policy, legislators are provided several exceptions which permit them to comment on ballot measures using public resources in certain circumstances.

Legislators may:

- make a statement in support of or in opposition to any ballot proposition at an open press conference provided the press conference was not called to launch or actively and directly assist or oppose the initiative;
- respond to a specific inquiry regarding a ballot proposition;
- make incidental remarks concerning a ballot proposition in an official communication or may otherwise comment on a ballot proposition if done without the actual, measurable expenditure of public funds;
- make very minimal use of public facilities to initiate “permissible” communications, written or verbal, concerning ballot propositions that fall within their statutory or constitutional responsibilities;
- respond to questions about their view of an initiative and provide their positions to staff who can, with the legislator’s permission, pass them on to people who inquire;
- choose how to address an initiative in a newsletter by either encouraging people to vote and including a balanced and objective description of the initiative, **or** including direct comment on the merits making no reference to voting provided there was a bill on the same subject matter in the preceding session. If legislators choose to comment on the merits of the initiative in a newsletter, those comments must be within the context of a larger message. Therefore, it would not be proper to devote all or most of the newsletter to advocacy;
- prepare a guest editorial on the initiative using factual, non-partisan information, which does not take the form of an argument for or against the measure;

These restrictions and allowances apply to state officers and employees of both the executive and legislative branches of government. The governor, however, has a unique role under the Constitution, which allows him/her to communicate with the Legislature and to recommend measures as shall be deemed expedient for their action. This mandate allows the governor to communicate with the people, so long as the expense is for a reasonable communication and not an extensive lobbying campaign.

Ideas for Change

Many proposals have been made that would change the initiative process in response to the concerns of its critics and supporters. These include changes to signature gathering procedures, providing more information to voters, restrictions as to the subjects that can be addressed by initiative and a proposal which would wed the advantages of a direct initiative process (initiatives to the people) with an indirect initiative process (initiatives to the legislature) which would include the advantages of a representative form of government.

- **Require review of Constitutionality**

To avoid later invalidation of an initiative passed by the voters, suggestions have been made for constitutional review prior to collecting signatures. Such consideration could be performed by a court, the attorney general, or a special agency or commission. Several states require such reviews. The Florida Supreme Court, for example, reviews initiatives for constitutionality

(including compliance with the single subject rule) after petitioners gather 10% of the signature requirements.

Courts in Washington are generally averse to making any decision until an issue is ripe. That is, until the issues are fully developed and argued by plaintiff and defendant, which can occur only after an initiative is adopted by the voters. A further argument against any court review prior to submission is that the courts are the ultimate decision maker on the legality of law. This could put them in conflict with an earlier advisory opinion. In Washington, the attorney general is responsible for defending an initiative once passed. Thus it could present a conflict were she or her office designated to review an initiative prior to submission.

- **Require that an initiative be reviewed** by a court as to its constitutionality before it is placed on the ballot. A negative opinion would not block an initiative but the opinion would appear in the Voters' Pamphlet.
- **Create a commission for non-binding review.** Hugh Spitzer, attorney in private practice and an affiliate professor at the University of Washington School of Law, argues against any advisory opinion by the courts—either early or late in the initiative process. Rather, he proposes creation of a small, non-partisan, unpaid commission, with a paid staff. Commissioners would be appointed by the governor and confirmed by the senate—possibly utilizing former judges. The commissioners would be available to review draft initiatives and offer non-binding advice on potential legal problems. [S]uch a commission might give both proponents and voters an earlier perspective on constitutional issues that could later cause an initiative's demise." The findings would be advisory only and could be published in the voters pamphlet.
- **Provide for Citizen Initiative Review**

After certification submit initiatives to a representative citizen review panel whose views would appear in the Voters' Pamphlet .A citizen review concept, called Citizens Jury, developed by political scientist Ned Crosby and the Minneapolis based Jefferson Center for New Democratic Processes has been used to provide an informed citizen process on public policy matters, including ballot measures. As proposed for Washington State in a program called Citizens Initiative Review this technique could be used with a panel made up of Washington "jurors" selected from around the state to reflect the state population in terms of gender, race, age, education, geographic location and political identification. The panel of citizens would be convened for a five-day period to review a proposed initiative. Panelists would be paid for their time (average Washington wage, currently \$130 per day), transportation, and housing. They would take testimony from expert witnesses and initiative advocates pro and con, ask questions, seek additional information if needed and deliberate carefully. At the end of the review, the panelists would indicate how they would vote on the initiative if the election were held that day and the reasons for their decisions. Panelists would also oversee publication of a report outlining their reasons for supporting or opposing the initiative or remaining undecided. The report would then be published in the state voters pamphlet.

The estimated cost of this program is between \$700,000 and \$1,450,000 per year, depending on the number of initiatives to be reviewed, and is estimated to cost a maximum of 25 cents a year per Washington resident. Proposers recommend that the funds come from interest earned by the state's general fund.

Those in favor of the project see it as a source of sound information for voters about the possible effects of initiatives, and a way to insert an informed citizen voice into a highly politicized discussion.

Although some media do attempt to analyze these measures objectively, others do not but inundate voters with campaign sound bites that deliver contradictory messages. The state voter's pamphlet offers pro and con statements written by the campaigns with no comment on the veracity of the information.

Some people are opposed to publicizing any “special group’s” judgment or opinion at State expense, (this jury process as well as the Voters’ Pamphlet). Others challenge the concept that a representational panel could be assembled. The group could be influenced by any bias of the paid staff as they arranged the pro and con presentations and chose the participants. Their report would not reflect new information developed during the campaign. Other people oppose the idea because of the high cost. The interest from the general fund is already being used.

- **Allow for public hearings by the legislature and/or forums held by the Secretary of State.** Initiatives often reflect the narrow self-interest of their sponsors that is not always apparent to the public. Public hearings would provide an opportunity for comment from various sectors of society and from various regions of the state on the broader effects of an initiative. Some people worry that this would infringe on the peoples’ independence to propose legislation as provided in Article II Section I of the Washington State Constitution which states that the people reserve to themselves the power to propose laws independent of the legislature. The Supreme Court has never considered this issue.
- **Allow perfection of the text at some point in the campaign.** The California Commission recommended that a public hearing be conducted on the merits of an initiative once 25% of the necessary signatures have been obtained and that the proponents be allowed to amend their proposal within seven days after the hearing as long as the changes are consistent with the initiative’s original purposes and intent.
- **Encourage Public Officials to comment on ballot issues.** All legislators do not take a uniform view of the allowances and restrictions on their speech which can be subjective in terms of what is objective, balanced, de minimis, measurable, etc. Therefore, legislators have different levels of comfort about communicating on ballot measures. Real or perceived infractions can be the subject of complaints to the Legislative Ethics Board, in which case the Board will make a determination as to whether the legislator has overstepped the boundaries of the law. Legislators would wish to avoid such complaints, and some would use the law to avoid making comments on the measure.
- **Relax restrictions on public officials.** Allow state and local elected officials to use public facilities to prepare and deliver self-initiated communications of information on the impact that any ballot proposition foresee ably may have on matters that fall within their responsibilities. The exception could apply to all ballot measures, not just those that go through the Legislature.
- **Require the full text** of laws or parts of laws to be repealed to be displayed in the initiative. It is very confusing not to know just what change in an existing law is being proposed. Such a requirement should make it clear. It might, however make the initiative excessively long and considerably more expensive to print and circulate.
- **Require personal financial disclosure** by initiative and referendum sponsors. This would be similar to the disclosure required by candidates and public officials. It could clarify the intent and interest behind the proposed law, but some feel it would be an unacceptable deterrence.

Restrict Subject Matter

Prohibit initiatives that require the use of public funds.

Require that a source of revenue be identified in the initiative, either an increase in an existing state revenue source or a new tax or fee if a proposed initiative needs public funds for its implementation.

Require that specific language be included specifying how reductions are to be reflected in state budgets, either direct reductions for a specific function or agency or amend a current budget if an initiative repeals or restricts taxes or fees.

Washington's Legislature has the responsibility of approving a balanced budget to run the state government and provide the services required and desired by the state's citizens. According to Marty Brown, Director of the Office of Financial Management, "89% of the current budget goes to educate, medicate, and incarcerate. Initiatives that remove or limit sources of revenue or expand demands undermine the ability of the legislature to carry out this primary duty.

Those opposed to such restrictions believe that restricting revenue by initiative has become the only way to force the legislature to reign in state spending. One of the Legislature's most important functions is to formulate a balanced budget. They expect legislative compromise in making hard choices between the many competing interests. Many people believe the legislature's hands are already tied too much with "ear marked" taxes. Some of these suggestions would further remove legislative flexibility.

- **Increase the cost of filing an initiative.** The filing fee has been \$5 ever since 1912. Since there are costs borne by the state to process initiatives from the moment they are filed, some believe the fee should be increased. Suggestions run from \$100 to \$500. The Secretary of State has urged that the fee be \$100 in order to discourage frivolous filings. Some people, however, believe that processing initiatives is a normal function of state government and citizen participation shouldn't be discouraged by raising the fee.
- **Provide that the filing fee be refunded** if enough signatures are collected to certify the initiative for the ballot.
- **Require that signatures be collected** on a proportional geographical basis in order to qualify for the ballot. This could be done in several ways: 1) an equal number from each Congressional or Legislative district, or 2) a minimum number from each district. This could also increase the difficulty (and expense) of gathering enough signatures depending upon the requirements. It might also give a disproportionate number of voters veto power over a ballot issue depending on the specific requirements.
- **Amend the Constitution** to provide for only initiatives to the legislature. In order to take advantage of the opportunity to deliberate, debate and compromise when tackling a governmental issue, direct initiatives would be abolished and all initiatives would be initiatives to the legislature. Some people believe this change would combine the advantages of both types of initiative. It would protect an individual's right to propose legislation and provide a way of adjusting for unintended consequences if necessary. Thus a certified initiative would be either passed into law by the legislature without the need for an election or it would be put on the ballot either alone or along with a legislative alternative. Voters' choices would not be diminished and the sponsors of an initiative would still be assured that their initiative would be on the ballot unless passed by the legislature without change.

Several suggestions have been made that might build support for this proposal. One is to reduce the number of signatures required to qualify an initiative to the legislature, perhaps to 4% of those voting in the last gubernatorial election, or perhaps 6%, somewhere between the requirement for referenda and the current initiative requirement. Another is to limit this restriction only to those initiatives dealing with expenditures and revenue. In other words, those initiatives that bump up against the legislature's constitutional directive to appropriate funds. A third suggestion is to incorporate a dollar limit. An initiative increasing or reducing revenue by a specified amount could only be an initiative to the legislature. A fourth is to lengthen the time allowed for collecting signatures when an initiative is one to the legislature. Each of these suggestions could be adopted as an incentive to persuade initiative sponsors to use the indirect initiative procedure.

Law making by the people provides an opportunity for the public to address issues which the legislature cannot or will not address. While some people feel that it encourages the legislature to tackle problems it otherwise would not address, others contend that it permits legislators to dodge dealing with hard divisive issues. Law making by the legislature involves a deliberative process that includes committee work, often times public hearings, often compromises and checks and balances. Initiatives that undergo both processes would benefit from both, but it would require lengthening the time needed for an initiative to become a law.

Opponents point out that it would remove the most popular type of initiative. Up until now 774 Initiatives to the People have been filed as opposed to 258 Initiatives to the Legislature. At a recent symposium on I&R, attorney Shawn Newman explained why most initiative filers have chosen not to use the indirect method: "It provides for de facto use of state resources to fight the initiative as it makes its way through the legislative sausage machine. Historically, the reason behind direct initiatives in this state was because the people distrusted the legislature and the special interests that controlled it. Those reasons remain true today as they did nearly 100 years ago. Anything that dilutes, reduces or burdens the I&R power should be opposed."

- **Require a higher percentage** of voter approval for Initiatives to the People to compensate for the lack of involvement by any elected body.
- **Change the number of signatures** required to qualify any initiative. Those interested in making the process easier to get on the ballot suggest a lower signature requirement. Those interested in making the process more difficult would support increasing the signature requirement.
- **Lengthen the time allowed** for collecting signatures. Most states allow more time than does Washington. An owner of a signature gathering firm suggests that reducing the number of necessary signatures to 4-5% and allowing a year to collect signatures could almost eliminate the need for professional signature gathers.()
- **Allow constitutional amendment by initiative.** Most, 2/3's of the 27 I&R states allow constitutional changes. Supporters argue that since the legislature has this power, the people should also. Right now the people can only institute such changes by calling a constitutional convention. Those opposed, consider the constitution too basic to our freedoms to be changed by a simple majority of the voters. As it stands now, the legislature requires a super-majority to pass and then must submit to a vote of the people.

- **Extend the I&R process** to single purpose governments. The people should have the same ability to exert change in the legislation of bodies such as port and school districts. Opponents say that initiatives are not needed for single purpose districts since they are so close to the people already.

Conclusion

Washington State voters have used the initiative system for many issues since its advent in 1912. It's been used for issues such as creation of the Public Disclosure Commission and redistricting. It's been used to bring about social change with the passage of the state Equal Rights Amendment and attempts both to expand and take away abortion rights. It's also been used to influence tax policy and restrict government spending.

Following research done by Stuart Elway in 2000, he made the following comments in his monthly publication The Elway Poll: "The public debate about the initiative process – reinvigorated by the passage of I-695 – is largely about trust. Critics of the process don't trust the voters to know what they are doing, and defenders of the process don't trust elected representatives to always act in the best interests of 'the people'."

Large majorities of those who were polled favored more disclosure, not barriers. For instance, they wanted the state attorney general to review initiatives for constitutionality, the budget office to review financial impacts and initiative campaigns to disclose if they are using paid signature gatherers. At the same time, they opposed raising the number of signatures required to qualify a measure for the ballot. Elway concluded: "Successful reform strategies would therefore look first to making more information available to voters before trying to make it more difficult to qualify initiatives for the ballot. Washington voters are not in any mood to give up political power."

Several initiatives have been on the ballot and passed since 2000, resulting in increasingly difficult budget decisions for lawmakers. At the same time the economy has weakened and government surpluses have disappeared. Are voters ready to take another look at reforming the initiative process? Is it possible, or even desirable to try to bridge the gap between the initiative process and the legislative process?

League members, through this study, have an opportunity to decide if the system is working as it should, or if change might make it work better.

States with Direct (DA)ⁱ and In-direct (IDA)ⁱⁱ, Initiative Amendments; Direct (DS)ⁱⁱⁱ and In-direct (IDS)^{iv} Initiative Statutes and Popular (PR)^v Referendum^{vi}

Table: 1.1

| States where some form of Initiative or Popular Referendum is available | Date process was adopted | Type of process available | | Type of Initiative process available | | Type of Initiative process used to propose Constitutional Amendments | | Type of Initiative process used to propose States (Laws) | |
|---|--------------------------|---------------------------|--------------------|--------------------------------------|-----------|--|----------------|--|----------------|
| | | Initiative | Popular Referendum | Constitutional Amendment | Statute | Direct(DA) | In-direct(IDA) | Direct(DS) | In-direct(IDS) |
| Alaska | 1956 | X | X | O | X | O | O | X | O |
| Arizona | 1911 | X | X | X | X | X | O | X | O |
| Arkansas | 1910 | X | X | X | X | X | O | X | O |
| California ^{vii} | 1911/66 | X | X | X | X | X | O | X | O |
| Colorado | 1912 | X | X | X | X | X | O | X | O |
| Florida | 1972 | X | O | X | O | X | O | O | O |
| Idaho | 1912 | X | X | O | X | O | O | X | O |
| Illinois ^{viii} | 1970 | X | O | X | O | X | O | O | O |
| Kentucky | 1910 | O | X | O | O | O | O | O | O |
| Maine | 1908 | X | X | O | X | O | O | O | X |
| Maryland | 1915 | O | X | O | O | O | O | O | O |
| Massachusetts | 1918 | X | X | X | X | O | X | O | X |
| Michigan | 1908 | X | X | X | X | X | O | O | X |
| Mississippi | 1914/92 | X | O | X | O | O | X | O | O |
| Missouri | 1908 | X | X | X | X | X | O | X | O |
| Montana ^{ix} | 1904/72 | X | X | X | X | X | O | X | O |
| Nebraska | 1912 | X | X | X | X | X | O | X | O |
| Nevada | 1905 | X | X | X | X | X | O | O | X |
| New Mexico | 1911 | O | X | O | O | O | O | O | O |
| North Dakota ^x | 1914 | X | X | X | X | X | O | X | O |
| Ohio | 1912 | X | X | X | X | X | O | O | X |
| Oklahoma | 1907 | X | X | X | X | X | O | X | O |
| Oregon | 1902 | X | X | X | X | X | O | X | O |
| South Dakota ^{xi} | 1898/72/88 | X | X | X | X | X | O | X | O |
| Utah | 1900/17 | X | X | O | X | O | O | X | X |
| Washington | 1912 | X | X | O | X | O | O | X | X |
| Wyoming | 1968 | X | X | O | X | O | O | X | O |
| Totals | 27 states | 24 states | 24 states | 18 states | 21 states | 16 states | 2 states | 16 states | 7 states |

Legend

o = process not currently allowed by the state constitution.

x = process currently allowed by the state constitution.

Signature, Geographic Distribution and Single-Subject Requirements for Direct (DA)ⁱ and In-direct (IDA)ⁱⁱ Initiative Amendments; Direct (DS)ⁱⁱⁱ and In-direct (IDS)^{iv} Initiative Statutes

Table: 3.1

| State | Type | SS ^v | Net Signature Requirement for Constitutional Amendments | Net Signature Requirement for Statutes | Geographic Distribution | Deadline for Signature Submission | Circulation Period |
|-------|---------|-----------------|---|---|---|---|--|
| AK | DS | Yes | Not allowed by state constitution | 10% of votes cast in last general election. | At least 1 signature in 2/3 of Election Districts | Prior to the convening of the legislature ^{vi} | 1 year |
| AZ | DA/DS | Yes | 15% of votes cast for Governor | 10% of votes cast for Governor | No geographical distribution | Four months prior to election | 20 months |
| AR | DA/DS | No | 10% of votes cast for Governor | 8% of votes cast for Governor | 5% in 15 of 75 counties | Four months prior to election | Unlimited |
| CA | DA/DS | Yes | 8% of votes cast for Governor | 5% of votes cast for Governor | No geographical distribution | To be determined by state each year ^{vii} | 150 days |
| CO | DA/DS | Yes | 5% of votes cast for SOS | 5% of votes cast for SOS | No geographical distribution | Three months prior to election | 6 months |
| FL | DA | Yes | 8% of ballots cast in the last Presidential election | Not allowed by state constitution | 8% in 12 of 23 Congressional Districts | 90 days prior to election ^{viii} | 4 years |
| ID | DS | No | Not allowed by state constitution | 6% of registered voters | 6% in each of the 22 counties | Four months prior to election | 18 months |
| ME | IDS | No | Not allowed by state constitution | 10% of votes cast for Governor | No geographical distribution | To be determined by state each year ^{ix} | 1 year |
| MA | IDA/IDS | No | 3% of votes cast for Governor | 3½% of votes cast for Governor ^x | No more than 25% from a single county | To be determined each year by state ^{xi} | 64 days |
| MI | DA/IDS | No | 10% of votes cast for Governor | 8% of votes cast for Governor | No geographical distribution | Constitutional amendment ^{xii} Statute ^{xiii} | 180 days |
| MS | IDA | No | 12% of votes cast for Governor | Not allowed by state constitution | 20% from each Congressional District | 90 days prior to the convening of the legislature | 1 year |
| MO | DA/DS | Yes | 8% of votes cast for Governor | 5% of votes cast for Governor | 5% in 6 of 9 Congressional Districts | Eight months prior to election | 18 months |
| MT | DA/DS | Yes | 10% of votes cast for Governor | 5% of votes cast for Governor | Statute: 5% in 34 of 50 Legislative Districts Amendment: 10% in 40 of 50 Legislative Districts | Second Friday of the fourth month prior to election | 1 year |
| NE | DA/DS | Yes | 10% of registered voters | 7% of registered voters | 5% in 38 of 93 counties | Four months prior to election | 1 year |
| NV | DA/IDS | No | 10% of registered voters | 10% of votes cast in last general election. | 10% in 13 of 17 counties | Constitutional amendment ^{xiv} Statute ^{xv} | CA: 11 months ^{xvi} Statute: 10 months ^{xvii} |
| ND | DA/DS | No | 4% of population | 2% of population | No geographical distribution | 90 days prior to election | 1 year |
| OH | DA/IDS | Yes | 10% of votes cast for Governor | 6% of votes cast for Governor ^{xviii} | Statute: 1½% in 44 of 88 counties Amendment: 5% in 44 of 88 counties | Constitutional amendment ^{xix} Statute ^{xx} | Unlimited |
| OK | DA/DS | Yes | 15% of votes cast for Governor | 8% of votes cast for Governor | No geographical distribution | Eight months prior to election ^{xxi} | 90 days |
| OR | DA/DS | Yes | 8% of votes cast for Governor | 6% of votes cast for Governor | No geographical distribution | Four months prior to election | Unlimited |
| SD | DA/DS | No | 10% of votes cast for Governor | 5% of votes cast for Governor | No geographical distribution | Constitutional amendment ^{xxii} Statute ^{xxiii} | 1 year |
| UT | DS/IDS | No | Not allowed by state constitution | Direct statute: 10% of votes cast for Governor In-direct statute: 10% of votes cast for Governor ^{xxiv} | 10% in 20 of 29 counties | Direct statute ^{xxv} In-direct statute ^{xxvi} | Direct: Unlimited In-direct: Unlimited |
| WA | DS/IDS | No | Not allowed by state constitution | 8% of votes cast for Governor | No geographical distribution | Direct: statute ^{xxvii} In-direct statute ^{xxviii} | Direct: 6 months In-direct: 10 months |
| WY | DS | No | Not allowed by state constitution | 15% of votes cast in the last general election.s | 15% of total votes cast in the last election from at least 2/3 of the counties | One day prior to the convening of the legislature ^{xxix} | 18 months |

(Footnotes are located on reverse)

(Footnotes for Table: 3.1)

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- i Direct Initiative amendment (DA) is when constitutional amendments proposed by the people are directly placed on the ballot and then submitted to the people for their approval or rejection.
- ii In-direct Initiative amendment (IDA) is when constitutional amendments proposed by the people must first be submitted to the state legislature during a regular session.
- iii Direct Initiative statute (DS) is when statutes (laws) proposed by the people are directly placed on the ballot and then submitted to the people for their approval or rejection.
- iv In-direct Initiative statute (IDS) is when statutes (laws) proposed by the people must first be submitted to the state legislature during a regular session.
- v This column denotes whether or not a state has a requirement that every Initiative or Referendum be limited to one subject.
- vi In Alaska, signatures must be submitted prior to the convening of the legislative session in the year in which the initiative is to appear on the ballot. The lieutenant governor shall place the initiative on the election ballot of the first statewide general, special, or primary election that is held after (1) the petition and any supplementary petition have been submitted, (2) a legislative session has convened and adjourned, and (3) a period of 120 days has expired since the adjournment of the legislative session.
- vii In California, each year the Secretary of State will set a complete schedule showing the maximum filing deadline and the certification deadline by the counties to the Secretary of State. There is a recommended submission date for “full check” and “random check”. These dates are only recommended. Notwithstanding any other provision of law, no initiative shall be placed on a statewide election ballot which qualifies less than 131 days before the date of the election.
- viii In Florida, certification must be received by the Secretary of State from the county supervisors stating the number of valid signatures submitted by the initiative proponent no later than 90 days prior to the general election ballot for the initiative to be considered for that ballot. However, there are several additional criteria that must be met prior to the certification of an initiative for the ballot. This includes the requirement that the proposed initiative has been approved for the ballot by the state supreme court. An initiative can only be submitted to the court for review after 10% of the required number of signatures have been collected and certified to the Secretary of State by the county supervisors. The court is under no statutory time frame to render a decision. Therefore, there is no precise date in which the signatures must be submitted in order to insure that you qualify for any specific general election ballot.
- ix In Maine, signatures must be submitted on or before the 50th day after the convening of the Legislature in the first regular session or on or before the 25th day after the convening of the Legislature in the second regular session.
- x In Massachusetts, the initial petition must include three percent of the total votes cast for Governor. If the legislature has not passed an initiated statute by the first Wednesday in May, petitioners must file a supplementary petition with petitions equal in number to one-half of one percent of the total votes cast in the previous gubernatorial election to place the issue on the ballot.
- xi In Massachusetts, the initial petition signatures shall be submitted no later than the first Wednesday in December in the year in which the Initiative was submitted. If the legislature has not passed the initiated statute by the first Wednesday in May, petitioners must file a supplementary petition with petitions equal in number to one-half of one percent of the total votes cast in the previous gubernatorial election no sooner than the first Wednesday in June and no later than the first Wednesday in July in order for the initiative statute to be placed on the ballot.
- xii In Michigan, signatures for constitutional amendments must be submitted not less than 120 days prior to the general election.
- xiii In Michigan, signatures for statutes must be submitted ten days prior to the start of the legislative session.
- xiv In Nevada, signatures for constitutional amendments must be submitted 90 days prior to the election.
- xv In Nevada, signatures for statutes must be submitted 30 days prior to the convening of the legislature.
- xvi In Nevada, petition language for constitutional amendments can be filed no sooner than September 1 of the year preceding the election and all signatures are due 90 days prior to the election.
- xvii In Nevada, petition language for statutes can be filed no sooner than January 1st of an even number year and signatures must be submitted no later than November 1st of that same even numbered year.
- xviii In Ohio, the initial petition must include three percent of the total votes cast for Governor. A supplementary petition containing an additional three percent is required in the event the proposed statute is defeated, amended or left idle by the legislature.
- xix In Ohio, signatures for amendments must be submitted 90 days prior to the election.
- xx In Ohio, signatures for statutes must be submitted 10 days prior to the convening of legislature.
- xxi In Oklahoma, an initiative must be submitted to the state Supreme Court for review before it can be certified for the ballot by the Secretary of State. Due to the fact that there is no statutory deadline for the court to make this determination, the state recommends that you submit your signatures eight months prior to the election that you desire the measure to be considered for.
- xxii In South Dakota, signatures for amendments must be submitted at least one year prior to the election.
- xxiii In South Dakota, signatures for statutes must be submitted by the first Tuesday in May in the general election year.
- xxiv In Utah, direct statutes require signatures equal in number to 10 percent of the votes cast for all candidates for Governor in the next preceding gubernatorial election for the statute to be placed on the ballot. In-direct statutes must contain signatures from five percent of the votes cast for all candidates for Governor in the next preceding gubernatorial election. If the legislature rejects or does not enact the proposed statute, a supplemental petition contacting additional signatures equal in number to 5 percent of the votes cast for all candidates for Governor in the next preceding gubernatorial election for the statute to be placed on the ballot.

^{xxv} In Utah, signatures for direct statutes must be submitted at least four months prior to the election.

^{xxvi} In Utah, signatures for in-direct statutes must be submitted at least 10 days before the commencement of the annual general legislative session.

^{xxvii} In Washington, signatures for direct statutes must be submitted four months prior to the election.

^{xxviii} In Washington, signatures for in-direct statutes must be submitted ten days prior to the convening of the regular session of the legislature.

^{xxix} In Wyoming, signatures must be submitted prior to the convening of the legislature. The state constitution states that the legislature shall convene at noon on the second Tuesday in January.

Both tables courtesy of the Initiative and Referendum Institute

Exhibit 1