

# City Council, Regular Meeting

---

## AGENDA

October 20, 2009

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call/Pledge of Allegiance

### 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.*

### Approval of Agenda

### Student Liaison Reports

- Eastlake High School (Maddie March)
- Skyline High School (Ben Sui/Kacy Cunningham)

### Presentations/Proclamations

- ✓ Recognition: Officer Stan Chapin – 35 years with King County Sheriff's Department
- ✓ Presentation: Government Finance Officers Association Budget Award
- ✓ Quarterly Report: Parks Department
- ✓ Quarterly Report: Police Department
- ✓ Quarterly Report: Administrative Services

### Consent Agenda

1. Approval: Claims for period ending October 20, 2009 in the amount of \$1,913,205.42 for check No. 24730 through 24843
2. Contract: On-call Tree Removal/Acorn Tree Service
3. Contract: On-call Fence Installation/All-Around Fence Company
4. Contract: On-call Hydroseeding/Northwest Hydroseeding
5. Contract: On-call Mobile Mechanic/Jack's Mobile Repair
6. Resolution: Accepting A Ten Percent Petition For The Proposed Annexation Of

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.

## Ravenhill (Marivaux) Subdivision

### **Public Hearings**

7. Ordinance: Second Reading Establishing A Pilot Program To Allow Electronic Reader Board Signs At High Schools Located Adjacent To 228th Avenue (*continued from October 6, 2009 City Council Meeting*)
8. Ordinance: First Reading Vacating A Portion Of Unopened Thomas Alexander Road (Aka County Road No. 867 And Aka Old Monohan Road)

### **Unfinished Business**

9. Ordinance: Second Reading Modifying The Terms Of The Members Of The Parks And Recreation Commission, Removing Alternate Positions From The Commission And Amending Section 2.30.020 Of The Sammamish Municipal Code

### **New Business**

10. Approval: Hybrid Vehicle Purchase

### **Council Reports**

### **City Manager Report**

### **Executive Session – If necessary**

### **Adjournment**

**AGENDA CALENDAR**

<b>October 2009</b>			
Mon 10/19	6:30 pm	Study Session	Swedish Medical Center Open House (5:30 – 6:30 pm Council Chambers) Swedish Medical Center Presentation (30 minutes) Annexation Petition Ravenhill Discussion: Arts Commission Alternate Members
Tues 10/20	6:30 pm	Regular Council Meeting	Recognition: Stan Chapin – 35 years with Sheriff's Dept. Presentation: GFOA Budget Presentation Award Quarterly Reports: Parks /Admin/Police/Fire Contract: On-call tree removal (consent) Contract: On-call fence installation (consent) Contract: On-call Hydroseeding (consent) Contract: On-call Mobile Mechanic (consent) Approval: Hybrid Vehicle Purchase Public Hearing: Thomas Alexander Street Vacation Petition Public Hearing: Second Reading Electronic Signs Ordinance: Second Reading Modifying terms of Parks Commissioners Ordinance: First Reading Modifying Alternate Positions of Arts Commissioners Resolution: Ravenhill 10% Annexation Petition
<b>November 2009</b>			
Tues 11/03	6:30 pm	Regular Council Meeting	Public Hearing: Thomas Alexander Street Vacation Petition Ordinance: Public Hearing/Emergency Wireless Hierarchy siting Ordinance: Second Reading Modifying Alternate Positions of Arts Commissioners Contract: On-call Plumbing (consent) Amendment: On-Call Electrical/Sequoyah
Tues 11/10	6:30 pm	Study Session	Commission Interviews 2009/2010 Budget Adjustments
Mon 11/16	6:30 pm	Study Session	Commission Interviews Discussion: District Court/Jail TDR Sammamish Landing Revised Preferred Alternative
Tues 11/17	6:30 pm	Regular Council Meeting	Flag Presentation: Girl Scout Troop 52660 First Lego League Smart Move Project/ Ordinance: Public Hearing/First Reading 2009-2010 Budget Adjustments Ordinance: Public Hearing/First Reading 2010 Property Tax Levy Resolution: 2010 Salary Schedule Ordinance: Second Reading Emergency Wireless Hierarchy siting Ordinance: First Reading 60% Petition Raven Hill Annexation Ordinance: First Reading ISD/LWSD/SVSD Impact Fees Interlocal Agreement: Impact Fee Collection/ISD/LWSD/SVSD Bid Award: SE 20 <sup>th</sup> Street Project Resolution: ELSP Project Acceptance
<b>December 2009</b>			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments Ordinance: Second Reading 2009-2010 Budget Adjustments Ordinance: Second Reading 2010 Property Tax Levy Ordinance Ordinance: First Reading 2010 Property Tax Levy Ordinance 2 (IPD) Ordinance: Second Reading ISD/LWSD/SVSD Impact Fees Ordinance: Second Reading 60% Petition Raven Hill

Tues 12/08	6:30 pm	Special Meeting (tentative)	Planning Commission Handoff – Town Center Development Regulations Ordinance: Second Reading 2010 Property Tax Levy Ordinance 2 (IPD) Impact Fee Report Bid Award: Maintenance & Operations Center
Mon 12/14	6:30 pm	Study Session	
Tues 12/15	6:30 pm	Regular Meeting	
<b>January 2010</b>			
Tues 01/05	6:30 pm	Regular Council Meeting	Council Oath of Office
Tues 01/12	6:30 pm	Study Session	Updating Public Works Standards
Mon 01/18	6:30 pm	Study Session	
Tues 01/19	6:30 pm	Regular Meeting	Public Hearing/First Reading: Raven Hill Annexation Capstone
<b>February 2010</b>			
Tues 02/02	6:30 pm	Regular Council Meeting	Ordinance: Second Reading: Raven Hill Annexation
Tues 02/09	6:30 pm	Study Session	
Mon 02/15	6:30 pm	Study Session	
Tues 02/16	6:30 pm	Regular Meeting	
<b>March 2010</b>			
Tues 03/02	6:30 pm	Regular Council Meeting	
Tues 03/09	6:30 pm	Study Session	
Mon 03/15	6:30 pm	Study Session	
Tues 03/16	6:30 pm	Regular Meeting	
<b>April 2010</b>			
Tues 04/06	6:30 pm	Regular Council Meeting	Public Hearing/First Reading: Pre Annexation Zoning Klahanie Park First Reading: Klahanie Park Annexation
Tues 04/13	6:30 pm	Study Session	
Mon 04/19	6:30 pm	Study Session	
Tues 04/20	6:30 pm	Regular Meeting	Public Hearing/Second Reading: Pre Annexation Zoning Klahanie Park Second Reading: Klahanie Park Annexation
<b>May 2010</b>			
Tues 05/04	6:30 pm	Regular Council Meeting	
Tues 05/11	6:30 pm	Study Session	
Mon 05/17	6:30 pm	Study Session	
Tues 05/18	6:30 pm	Regular Meeting	

To Be Scheduled	To Be Scheduled	Parked Items
Code Enforcement Code Amendments Presentation: Draft Town Center Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Master Fee Schedule Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study	Code Blocks (second round) CAO Sunset Removal Connectivity Discussion Resolution: Final Acceptance SE 20 <sup>th</sup> Street Project Discussion: Beaver Lake Park Master Plan Preferred Alternative	

[Home » Events](#)

## Events

[\[ Add Event \]](#)<< [September](#)

### October 2009

[November >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6 p.m. <b>Planning Commission Meeting</b>	2	3
4	5	6 6:30 p.m. <b>City Council Meeting</b>	7	8 6 p.m. <b>Planning Commission Meeting</b>	9	10 10 a.m. <b>Art Fair</b> 10 a.m. <b>Creek Restoration</b>
11 10 a.m. <b>Art Fair</b> 11 a.m. <b>Farmers Market</b>	12	13 6:30 p.m. <b>City Council Special Meeting / Study Session</b>	14 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	15 6 p.m. <b>Planning Commission Meeting</b>	16	17 9 a.m. <b>Fall Recycling Event</b> 10 a.m. <b>Fall Planting Event</b>
18	19 5:30 p.m. <b>Swedish Medical Center Open House</b> 6:30 p.m. <b>Arts Commission Meeting</b> 6:30 p.m. <b>City Council Study Session</b>	20 6:30 p.m. <b>City Council Meeting</b>	21 6 p.m. <b>Sammamish Youth Board</b>	22 6:30 p.m. <b>Connectivity Meeting</b>	23	24 12:30 p.m. <b>Sammamish Walks!</b>
25	26	27	28 6:30 p.m. <b>Connectivity Meeting</b>	29 6 p.m. <b>Planning Commission Meeting</b>	30 3 p.m. <b>Trick or Treat</b>	31

[List View](#)[To Top](#)

[Home » Events](#)

## Events

[\[ Add Event \]](#)<< [October](#)

### November 2009

[December >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. <b>City Council Meeting</b>	4	5 6 p.m. <b>Planning Commission Meeting</b>	6	7
8	9	10 6:30 p.m. <b>City Council Study Session</b>	11 8 a.m. <b>Veterans Day</b> City offices closed	12	13	14
15	16 6:30 p.m. <b>Arts Commission Meeting</b> 6:30 p.m. <b>City Council Study Session</b>	17 6:30 p.m. <b>City Council Meeting</b>	18 6 p.m. <b>Sammamish Youth Board</b> 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	19 6 p.m. <b>Planning Commission Meeting</b>	20	21 10 a.m. <b>Fall Planting Event</b>
22	23	24	25	26 8 a.m. <b>Thanksgiving Day</b> City offices closed	27 8 a.m. <b>Thanksgiving Day</b> City offices closed	28
29	30					

[List View](#)[To Top](#)[www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us) - © 2004 - 2009 city of Sammamish, Washington[Webmaster](#) • [Disclaimer](#)

Last updated Oct 14 2009



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** October 15, 2009  
**RE:** Claims for October 20, 2009

	\$ 127,291.47
	9,271.95
	1,686,327.34
	90,314.66
0-00 *	
127,291.47 +	
9,271.95 +	
90,314.66 +	
1,686,327.34 +	
1,913,205.42 *	

**TOTAL \$ 1,913,205.42**

Check # 24730 through #24843

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24730	10/05/2009	ANI	ANI Administrators NW Inc	1,869.94	000000
24731	10/05/2009	AWCMED	AWC Employee BenefitsTrust	80,779.80	000000
24732	10/05/2009	ICMA401	ICMA 401	29,652.08	000000
24733	10/05/2009	ICMA401x	ICMA401	4,682.61	000000
24734	10/05/2009	ICMA457	ICMA	10,022.14	000000
24735	10/05/2009	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$127,291.47</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24736	10/07/2009	AMEX	American Express	44.27	000000
24737	10/07/2009	POTELCO	Potelco, Inc.	500.00	000000
24738	10/07/2009	US BANK	U. S. Bank Corp Payment System	8,727.68	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$9,271.95</b>	

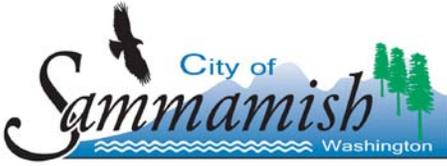
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24739	10/20/2009	ABC	ABC Special Event Rentals	1,766.79	000000
24740	10/20/2009	ACCURINT	Accurint	54.75	000000
24741	10/20/2009	ACE	Ace Hardware, LLC	666.98	000000
24742	10/20/2009	ADVANTAG	Advantage Building Services	9,052.79	000000
24743	10/20/2009	ANI	ANI Administrators NW Inc	155.00	000000
24744	10/20/2009	ANTIN	Aaron Antin	119.75	000000
24745	10/20/2009	ASC	Action Services Corp	3,017.90	000000
24746	10/20/2009	ASCAP	ASCAP	311.42	000000
24747	10/20/2009	ATOMIC	Atomic Art Services, Inc	420.00	000000
24748	10/20/2009	ATWORK	At Work!	577.50	000000
24749	10/20/2009	BLUEK	Blue K Development LLC	2,832.60	000000
24750	10/20/2009	BUILDERS	Builders Exchange of WA	412.75	000000
24751	10/20/2009	CADMAN	Cadman, Inc.	2,935.06	000000
24752	10/20/2009	CALPORT	CalPortland Company	3,946.36	000000
24753	10/20/2009	CERTLABS	Certified Laboratories	1,456.57	000000
24754	10/20/2009	CHANEY	Rebecca Chaney	1,350.00	000000
24755	10/20/2009	CNR	CNR Inc	1,173.18	000000
24756	10/20/2009	COSTCO	Costco Wholesale	1,249.24	000000
24757	10/20/2009	DELL	Dell Marketing L.P.	568.37	000000
24758	10/20/2009	DONOVAN	Darci Donovan	116.50	000000
24759	10/20/2009	EASTEQ	Eastside Equipment & Marine	578.47	000000
24760	10/20/2009	ECOTONE	Ecotone Commissioning Group LL	2,990.00	000000
24761	10/20/2009	EVANS	David Evans & Associates, Inc	30,391.53	000000
24762	10/20/2009	EWINGIRR	Ewing Irrigation	703.61	000000
24763	10/20/2009	FASTENAL	Fastenal Industrial Supplies	1,619.51	000000
24764	10/20/2009	FCS	FCS Group Inc.	500.00	000000
24765	10/20/2009	FERGUSON	Ferguson Enterprises, Inc	1,440.59	000000
24766	10/20/2009	FOSTER	Foster Pepper PLLC	252.00	000000
24767	10/20/2009	GALT	John E. Galt	888.80	000000
24768	10/20/2009	GOODSELL	Goodsell Power Equip Inc	3,504.00	000000
24769	10/20/2009	GRANGE	Grange Supply, Inc.	18.60	000000
24770	10/20/2009	GUARDIAN	Guardian Security	96.00	000000
24771	10/20/2009	GUROL	Kamuron Gurol	93.00	000000
24772	10/20/2009	HDFOWL	H. D. Fowler Company	531.80	000000
24773	10/20/2009	HOPEFAM	Hopelink/Family Development	625.00	000000
24774	10/20/2009	HUGHES	Ritchie Hughes	240.00	000000
24775	10/20/2009	IRONMT	Iron Mountain	317.70	000000
24776	10/20/2009	ISSAUTO	Issaquah Auto Tech, Inc	1,634.42	000000
24777	10/20/2009	ISSCHURC	Issaquah Church & Community Sv	500.00	000000
24778	10/20/2009	ITE	Institute of Trans Engineers	262.00	000000
24779	10/20/2009	KBA	KBA Inc	57,740.62	000000
24780	10/20/2009	KCRADIO	King Cty Radio Comm Svcs	206.49	000000
24781	10/20/2009	KEENEY	Keeney's Office Plus	178.09	000000
24782	10/20/2009	KENYON2	Kenyon Disend PLLC	16,390.15	000000
24783	10/20/2009	KINGFI	King County Finance A/R	273.48	000000
24784	10/20/2009	KINGPET	King County Pet Licenses	345.00	000000
24785	10/20/2009	KINGSH	King County Sheriff's Office	335,422.50	000000
24786	10/20/2009	LAKESIDE	Lakeside Industries	181.77	000000
24787	10/20/2009	LEYTON	Kimberly Leyton	780.00	000000
24788	10/20/2009	LOCHNER	Lochner, Inc.	17,627.28	000000
24789	10/20/2009	MAILPO	Mail Post	378.96	000000
24790	10/20/2009	MAKERS	Makers Architecture & Urban	8,277.20	000000
24791	10/20/2009	MINUTE	Minuteman Press	119.63	000000
24792	10/20/2009	MOBERLY	Lynn Moberly	7,500.00	000000
24793	10/20/2009	MORUP	Morup Signs Inc	191.63	000000
24794	10/20/2009	NABARR	National Barricade Co., LLC	1,456.87	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #1 Voucher</u>
24795	10/20/2009	NAPA	Napa Auto Parts Inc.	393.61	000000
24796	10/20/2009	NC MACH	NC Machinery Co	3,933.27	000000
24797	10/20/2009	NELSONCO	Walter E. Nelson Company	267.66	000000
24798	10/20/2009	NIGP	NIGP - Wa State Chapter	30.00	000000
24799	10/20/2009	NWASPHAL	NW Asphalt, Inc	93,454.35	000000
24800	10/20/2009	NWCASC	Northwest Cascade, Inc.	312.42	000000
24801	10/20/2009	NWLSVC	NW Landscape Service	24,634.44	000000
24802	10/20/2009	NWWeath	NW Weathernet	239.25	000000
24803	10/20/2009	OER	Olympic Environmental Resource	20,595.96	000000
24804	10/20/2009	PACE	Pace Engineers, Inc.	6,507.60	000000
24805	10/20/2009	PACPLANT	Pacific Plants	848.08	000000
24806	10/20/2009	PACSOIL	Pacific Topsoils, Inc	5,872.38	000000
24807	10/20/2009	PIEDMONT	Piedmont Directional Signs	175.00	000000
24808	10/20/2009	PIONEER	Pioneer Athletics	1,030.00	000000
24809	10/20/2009	PLATINUM	Platinum Roofing LLC	173.25	000000
24810	10/20/2009	PLATT	Platt Electric	262.89	000000
24811	10/20/2009	POA	Pacific Office Automation	446.49	000000
24812	10/20/2009	PSE	Puget Sound Energy	22,716.01	000000
24813	10/20/2009	REALCHEM	RealChem Northwest	273.75	000000
24814	10/20/2009	REDEMERG	Redmond Emergency Services	1,512.50	000000
24815	10/20/2009	ROTARSAM	Rotary Club of Sammamish	91.00	000000
24816	10/20/2009	SAM	Sammamish Plateau Water Sewer	6,058.25	000000
24817	10/20/2009	SB&MAC	Stewart Beall & MacNichols	4,120.00	000000
24818	10/20/2009	SCI	SCI Infrastructures, LLC	947,794.20	000000
24819	10/20/2009	SEATIM	Seattle Times	3,883.32	000000
24820	10/20/2009	SEQUOYAH	Sequoyah Electric, LLC	937.61	000000
24821	10/20/2009	SHANNONW	Shannon & Wilson Inc	744.24	000000
24822	10/20/2009	SIGNARAM	Sign A Rama	486.26	000000
24823	10/20/2009	SOUNDPUB	Sound Publishing, Inc	300.00	000000
24824	10/20/2009	STAPLES	Staples Business Advantage	2,053.88	000000
24825	10/20/2009	STOECKL	Jane C. Stoecklin	105.00	000000
24826	10/20/2009	SUNBELT	Sunbelt Rentals	56.02	000000
24827	10/20/2009	UNITRENT	United Rentals NW, Inc	495.12	000000
24828	10/20/2009	VAN NOST	Maren Van Nostrand	714.00	000000
24829	10/20/2009	VERIZNW	Verizon Northwest	33.42	000000
24830	10/20/2009	VERIZON	Verizon Wireless	80.01	000000
24831	10/20/2009	VOYAGER	Voyager	5,226.89	000000
24832	10/20/2009	WAALARM	Wa Alarm Inc	152.52	000000
24833	10/20/2009	WAECOL	Wa State Dept of Ecology	908.00	000000
24834	10/20/2009	WAGEN	State of WA Dept of Gen Admin	500.00	000000
24836	10/20/2009	WAPAT	Wa State Patrol	10.00	000000
24837	10/20/2009	WASTE	Waste Mgmt of Wa Snoking	744.43	000000
24838	10/20/2009	WAWORK	Washington Workwear Stores Inc	714.05	000000

CHECK TOTAL: \$1,686,327.34

24835 - 0010

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
24839	10/20/2009	KENYON2	Kenyon Disend PLLC	22,182.80	000000
24840	10/20/2009	KINGSH	King County Sheriff's Office	11,567.78	000000
24841	10/20/2009	SAM	Sammamish Plateau Water Sewer	402.83	000000
24842	10/20/2009	SCI	SCI Infrastructures, LLC	55,901.25	000000
24843	10/20/2009	SEATIM	Seattle Times	260.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$90,314.66</b>	



## CITY COUNCIL AGENDA BILL

---

**Subject:**

On-call contract for tree removal and maintenance services.

**Meeting Date:** October 20, 2009

**Date Submitted:** October 14, 2009

**Originating Department:** Public Works

**Clearances:****Action Required:**

Authorize the City Manager to execute a contract with Acorn Tree Service for on-call tree removal and maintenance services.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input checked="" type="checkbox"/> <b>Public Works</b> | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

1. Contract for On-call tree removal and maintenance services.

---

**Budgeted Amount:** \$45,000 (over a 3 year contract length) in the Parks, Streets and Surface Water Management operating budgets and also in various specific capital project budget line items.

---

**Summary Statement:**

The Public Works Department desires to enter into a contract for on-call contract services with Acorn Tree Service for tree removal and maintenance services. The contract amount is not to exceed \$45,000 and the duration of the agreement is for a length of 3 years until December 31, 2012. The contract scope will be for tree removal, pruning, chipping, stump grinding, etc. for any city project or purpose. This on-call contract is available for use by all City Departments.

**Background:**

From time to time during the year, the City is in need of removal and/or maintenance of hazardous or unwanted trees within the ROW or at various city facilities. These services are currently provided through small, individual contracts on an as needed basis.

A more efficient way to provide these services is through the use of a single larger, longer term on-call contract where each separate service need is provided by a specific individual city authorized Task Order.

Acorn Tree Service was selected through a competitive bid selection process using the eCityGov Shared Procurement Portal. The contract maximum not to exceed amount is \$45,000 with a contract termination date of December 31, 2012.

**Financial Impact:**

The total contract amount is not to exceed \$45,000. As this is an on-call contract agreement, 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 by city approved task order on an as needed basis. Funding for these services is provided for in the city's various operating and project specific budgets.

**Recommended Motion:**

Authorize the City Manager to execute an on-call professional service contract in the amount of \$45,000, over a contract term of 3 years, with Acorn Tree Service for tree removal and related services.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: Acorn Tree Service and the City of Sammamish  
Project: On Call Tree Removal and Related Services  
Commencing: October 21, 2009  
Terminating: December 31, 2012  
Amount: Not to Exceed \$45,000.00

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

**RECITALS**

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

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

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

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

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

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

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

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

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

#### **4. Warranties/Guaranty.**

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

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

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

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

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

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

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

## 7. Prevailing Wages.

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

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

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

## 10. Termination.

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

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

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

D. The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty days.

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

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

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

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

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

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

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

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

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

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

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

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

**TO CITY:**

City of Sammamish

Contact Name: Kyle Endelman

801 228<sup>th</sup> Avenue SE

Sammamish, WA 98075

Phone: (425) 369-8913

**TO CONTRACTOR:**

Contractor: Acorn Tree Service

Contact Name: Jeff Lenz

Address: 15936 Mink Rd

Woodinville, WA 98077

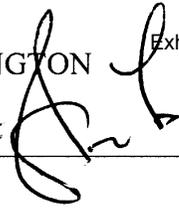
Phone: (425) 844-9923

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

Exhibit 1

By: \_\_\_\_\_

By: ADAMS TEEB 

Title: City Manager

Title: VP

Date: \_\_\_\_\_

Date: 10-15-09

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**Scope of Services**

On-call tree services including, tree removal, pruning, chipping and disposal of all limbs and branches, stump grinding, hauling wood, tree pruning around power lines and related services.

The Standard rate will be for \$190.00 plus tax per hour for 3 men, truck, chipper and stump grinder.

Each specific task order/job assignment will be quoted individually.

EXHIBIT "B"  
City of Sammamish  
Billing Invoice

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Attach itemized description of services provided.

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

-----  
BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

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

Approved for Payment by: \_\_\_\_\_

Date: \_\_\_\_\_

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

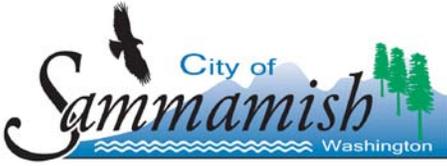
Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)



## CITY COUNCIL AGENDA BILL

---

**Subject:**

On-call contract for fence repair, maintenance and construction services.

**Meeting Date:** October 20, 2009

**Date Submitted:** October 14, 2009

**Originating Department:** Public Works

**Clearances:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input checked="" type="checkbox"/> <b>Public Works</b> | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |

**Action Required:**

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

**Exhibits:**

1. Contract for On-call Fence Repair, Maintenance and Construction Services

---

**Budgeted Amount:** \$45,000 (over a 3 year contract length) in the Parks, Streets and Surface Water Management operating budgets and also in various specific capital project budget line items.

---

**Summary Statement:**

The Public Works Department desires to enter into a contract for on-call contract services with All-Around Fence Co. for fence repair, maintenance and construction services. The contract amount is for \$45,000 and the duration of the agreement is for a 3 year length, until December 31, 2012. The contract scope will be for fence repair, maintenance and construction services for any city project or purpose. This on-call contract is available for use by all City Departments.

**Background:**

From time to time during the year, the City is in need of fence repair, maintenance or construction services within the City's Parks, street rights of way, storm water detention/retention ponds and at other city facilities. These services are currently provided through small, individual contracts.

A more efficient way to provide these services is through the use of a single larger, longer term on-call contract where each separate service need is provided by a specific individual city authorized Task Order.

All-Around Fence Co. was selected through a competitive bid selection process using the eCityGov Shared Procurement Portal. The contract maximum not to exceed amount is \$45,000 with a contract termination date of December 31, 2012.

**Financial Impact:**

The total contract amount is not to exceed \$45,000. As this is an on-call contract agreement, 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 by the city on an as needed basis. Funding for these services is provided for in various city operating and project specific budgets.

**Recommended Motion:**

Authorize the City Manager to execute an on-call professional service contract in an amount not to exceed \$45,000 over a contract term of 3 years with All-Around Fence Co. for fence repair, maintenance and construction services.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: All-Around Fence Co. and the City of Sammamish  
Project: On Call Fence Repair, Maintenance and Construction Services  
Commencing: October 21, 2009  
Terminating: December 31, 2012  
Amount: Not to Exceed \$45,000.00

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

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for fence repair, maintenance and construction services at city facilities, ROW, Parks, Open Space; and

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

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

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

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

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

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

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

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

#### **4. Warranties/Guaranty.**

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

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

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

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

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

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

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

## 7. Prevailing Wages.

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

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

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

## 10. Termination.

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

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

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

D. The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty days.

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

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

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

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

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

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

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

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

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

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

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

**TO CITY:**

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

**TO CONTRACTOR:**

Contractor: All-Around Fence Co.  
Contact Name: Stacey Mellinger / Ron Dagle  
Address: P.O. Box 1029  
X  
Ravensdale, WA 98051  
Phone: (253) 863-4895

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By: Pon W

Title: City Manager

Title: owner

Date: \_\_\_\_\_

Date: 10.14.2009

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**Scope of Services**

On-call fence repair, maintenance and construction services:

Installed cost for 100 feet of 6 feet tall Full Panel Cedar fence is \$1975.00 plus tax.

Installed cost for 100 feet of type 1 six feet tall Black Vinyl Coated Chain Link is \$2100.00 plus tax.

Installed cost for 100 feet of Type 1 Galvanized six feet tall fence is \$1700.00 plus tax.

Longer or shorter fences will be prorated based on the base rate stated above.

Fence removal, repair and maintenance services will be quoted on a per job/task order basis.

**EXHIBIT "B"**  
**City of Sammamish**  
**Billing Invoice**

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Attach itemized description of services provided.

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

***For Department Use Only***

-----  
**BUDGET SUMMARY**

Total contract amount	
Previous payments	
Current request	
Balance remaining	

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

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation

Partnership

Government  
 Consultant

Individual/Proprietor

Other (explain)

TIN No.: 91-1598227

Social Security No.:           

Print Name: Stacey Mellinger

Title: Office Manager

Business Name: All Around Fence Co

Business Address: P.O. Box 1029, Ravensdale, WA 98051

Business Phone: 253-863-4895

10.14.2009  
Date

Stacey Mellinger  
Authorized Signature (Required)



## CITY COUNCIL AGENDA BILL

---

**Subject:**

On-call contract for hydroseeding services.

**Meeting Date:** October 20, 2009

**Date Submitted:** October 12, 2009

**Originating Department:** Parks

**Clearances:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input type="checkbox"/> <b>Public Works</b>            | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |
| <input checked="" type="checkbox"/> <b>Parks</b>        |   |

**Action Required:**

Authorize the City Manager to execute a contract with Northwest Hydroseeding for on-call hydroseeding at City parks and City ROW's.

**Exhibits:**

1. Contract for on-call hydroseeding services.

---

**Budgeted Amount:** \$35,000 in various project and maintenance line items (Parks and Public Works).

---

**Summary Statement:**

The Parks and Recreation Department and the Public Works Department desires to enter into a contract for on-call hydroseeding services with Northwest Hydroseeding. The contract amount is for \$35,000 and the contract will terminate on December 31, 2012. The contract scope will be for hydroseeding of city parks, ROW, and for other City projects as needed. This on-call contract is available for use by all City Departments.

**Background:**

From time to time during the year, the City is in need of hydroseeding services. These services may be for park projects that require grass at a faster rate than seed, street ROW, erosion control, etc. These services are currently provided through individual contracts.

A more efficient way to provide these services is through the use of a single longer term on-call contract available to all City Departments.

Northwest Hydroseeding was selected through a competitive contractor selection process using the eCityGov Shared Procurement Portal. The contract amount is not to exceed \$35,000 with a contract termination date of December 31, 2012.

**Financial Impact:**

The total contract amount is not to exceed \$35,000. 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 professional services contract in the amount of \$35,000 with Northwest Hydroseeding.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: NW Hydroseeding and the City of Sammamish  
Project: Hydroseeding for the City of Sammamish  
Commencing: October 20, 2009  
Terminating: December 31, 2012  
Amount: Not to Exceed \$35,000.00

**THIS AGREEMENT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Northwest Hydroseeding (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for hydroseeding work at city facilities; and

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

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

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

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

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”. The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$35,000.

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

#### **4. Warranties/Guaranty.**

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

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

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

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

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

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

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

## 7. Prevailing Wages.

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

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

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

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

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

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

D. The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty days.

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

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

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

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

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

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

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

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

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

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

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

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

**TO CITY:**

City of Sammamish  
Contact Name: Kyle Endelman  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0583

**TO CONTRACTOR:**

Contractor: Northwest Hydroseeding  
Contact Name: Tom Meluskey  
Address: PO Box 1500  
Bothell, WA 98021  
Phone: (425) 273-1642

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**Scope of Services**

On-call Hydroseeding services according to the rates as shown below from Northwest Hydroseeding. 3,500 square feet or less of hydroseeding will be \$295.00. Any square footage over 3,500 square feet will be .08 cents a square foot.

EXHIBIT "B"  
City of Sammamish  
Billing Invoice

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Attach itemized description of services provided.

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

***For Department Use Only***

-----  
BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

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

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)



## CITY COUNCIL AGENDA BILL

---

**Subject:**  
Contract for on-call mobile mechanic services

**Meeting Date:** October 20, 2009

**Date Submitted:** October 14, 2009

**Originating Department:** Public Works

**Action Required:**

Authorize the City Manager to execute a contract with Jack's Mobile Repair to Provide On-Call mechanical work for city vehicles, equipment, and machinery.

**Clearances:**

**XX City Manager**                       **Police**

**XX Public Works**                       **Fire**

**Building/Planning**              **XX Attorney**

**Exhibits:**

1. Contract

---

**Budgeted Amount:** \$50,000 in the Professional Services line items of the Park Resource Management, Street Maintenance and Surface Water Management Maintenance Fund Budgets.

---

**Summary Statement:**

The City currently contracts for its equipment repair and maintenance services. These services are generally provided at a local mechanic shop. Having a mobile mechanic on call will benefit the city, especially in emergency situations and the winter season when dealing with snow and ice storms. The repairs and maintenance needed to snow and ice removal equipment are needed 24/7. We currently have no mobile mechanic that can work on this kind of equipment after hours, which is when we need it the most during the winter season.

**Background:**

From time to time during the year, the City is in need of vehicle and equipment repair. These services are currently provided through individual contracts.

A more efficient way to provide these services is through the use of a single larger, longer term on-call contract where at separate service need is provided by a specific individual Task Order.

Jack's Mobile Repair was selected through a competitive bid selection process using the eCityGov Shared Procurement Portal. The contract maximum not to exceed amount is \$50,000 with a contract termination date of December 31, 2012.

**Financial Impact:**

The proposed contract maximum not to exceed amount for this mobile mechanic equipment repair services is \$50,000 over the proposed 3 year term of the contract. The 2009-2010 adopted city budget includes the funding necessary to cover the se mobile mechanic services.

**Recommended Motion:**

Authorize the City Manager to execute an on-call contract for mobile mechanic equipment repair services for a contract not to exceed amount of \$50,000 over a contract period of 3 years with Jack's Mobile Repair.



**SMALL WORKS ROSTER  
PUBLIC WORKS CONTRACT**

Between: Jack’s Repair and the City of Sammamish  
Project: Mechanical repair of city vehicles and equipment  
Commencing: October 20, 2009  
Terminating: December 31, 2012  
Amount: Not to Exceed \$50,000.00

**THIS AGREEMENT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Jack’s Repair (the “Contractor”).

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for repairing fleet vehicles, equipment, and machinery

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

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

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

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

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit <sup>Exhibit 1</sup> "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$50,000.

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

#### **4. Warranties/Guaranty.**

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

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

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

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

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

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

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

## **7. Prevailing Wages.**

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

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

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

**10. Termination.** This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

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

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

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

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

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

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

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

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

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

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

**TO CITY:**

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

**TO CONTRACTOR:**

Contractor: Jack's Repair  
Contact Name: Gary Shull  
Address: 22907 27<sup>th</sup> Ave W  
Brier, WA 98036-8308  
Phone: (425) 416-2679

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By: JACK'S REPAIR GARY C. SHULL

Title: \_\_\_\_\_

Title: OWNER

Date: \_\_\_\_\_

Date: 10/16/2009

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**Scope of Services**

Most to all work will be performed at the Beaver Lake Maintenance Yard. The billing starts upon arrival on the project site and is billed by the hour for the duration of work on the project.

Repairing and maintaining assigned fleet vehicles and equipment at the Beaver Lake Maintenance Yard facility as necessary in accordance with local, state and federal requirements.

Contractor shall provide the necessary tools, materials, supplies and equipment to perform the assigned work,

Contractor shall disposal of oils, materials and supplies generated from the maintenance of the cities fleet vehicles and equipment in accordance with appropriate local, state and federal requirements.

Pays fee to state to take to a site and it is recycled to make home heating oil.

While performing work at the Beaver Lake Maintenance Yard and on City property, the Contractor shall take all reasonable precautions to avoid hazardous waste spillage. Once the Contractor Leaves the City property, the Contractor shall become wholly responsible for the oils, materials and supplies removed and shall be responsible for proper transport and disposal.

Adhere to required safety policies and procedures while performing assigned work.

Provide 24/7 emergency fleet and equipment services as needed including weekends and holidays.

The 24 hour emergency number is 425-418-2679.

Sole proprietor, not able to provide vacation coverage, will give advance notice of planned vacations.

Parts- City will purchase parts, in an emergency allow 10% mark-up on parts purchased by contractor. Copy of the part invoices must be submitted with billing invoices. Stock items (items stocked by contractor) must be itemized on invoice.

Receive fleet maintenance work assignments from the fleet supervisor or his/her designee.

Below are my rates for 2009

Regular time is \$65 per hour between 8:00 AM to 6:00 PM-Monday through Friday except weekend and holidays.

1<sup>st</sup> overtime rate is \$97.50 per hour Monday through Friday 6:01 PM to 7:59 AM and Saturday and Sunday 8 AM to 6 PM

2<sup>nd</sup> overtime rate is \$130 per hour on Saturday and Sunday from 6:01 PM to 7:59 AM and all holidays.

There is a \$5 hazardous waste fee for non-mixed material under 20 gallons. The fee will increase for material over 20 gallons and for mixed hazardous waste.

There is no mileage charge for travel less than 20 miles. For any travel over 20 miles the charge is \$.25 per mile (after the first 20 miles).

EXHIBIT "B"  
City of Sammamish  
Billing Invoice

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Attach itemized description of services provided.

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

-----  
BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

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

Approved for Payment by: \_\_\_\_\_

Date: \_\_\_\_\_

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation

Partnership

Government  
 Consultant

Individual/Proprietor

Other (explain)

TIN No.: \_\_\_\_\_

Social Security No.: 533-58-4858

Print Name: GARY C. SHULL

Title: OWNER

Business Name: JACK'S REPAIR

Business Address: 22907 27<sup>th</sup> AVE WEST

Business Phone: (425) 418-2679  
FAX (425) 744-0402

10/14/2009

Date

Gary C. Shull  
Authorized Signature (Required)





## CITY COUNCIL AGENDA BILL

---

**Subject:**

Resolution accepting the 10% annexation petition from the Ravenhill (Marivaux) Subdivision

**Meeting Date:** October 20, 2009

**Date Submitted:** October 14, 2009

**Originating Department:** Community Development

**Clearances:****Action Required:**

Consider and approve resolution

**City Manager**                       **Police**

**Public Works**                       **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

1. Resolution
2. Map
3. 10% Annexation Petition

---

**Budgeted Amount:** N/A

---

**Summary Statement:**

This resolution accepts the proposed annexation at the 10% stage and authorizes the initiating parties to circulate a 60% annexation petition, subject to the conditions set forth therein.

**Background:**

On September 24, 2009, Sammamish received the attached annexation petition from the Ravenhill (Marivaux) subdivision home owners. The purpose of the petition is to initiate the process for annexation to the City of Sammamish for those portions of the subdivision that are within the Urban Growth Boundary.

The home owners are using the direct petition method for annexation where annexation is initiated by filing two separate petitions with the city. This first petition is signed by owners of property representing not less than 10% of the assessed value of the property in the area proposed to be annexed and notifies the city of the residents' intent to annex proceedings. The second petition would be filed at the 60% support level.

A review of existing infrastructure for the subdivision was conducted by the Public Works Department. It was determined that all the facilities are in good condition. NE 4th Place, the access road into the subdivision is publicly owned. Tract E is a private access tract maintained by the Homeowners Association (HOA). The drainage facilities located within the plat are both publicly and privately owned. The detention pond located outside of the UGB in Tract A was conveyed and dedicated to King County or its successors. Storm drainage from the road is collected via catch basins and transported via underground pipes to the King county owned and maintained detention facility. Tract A would remain outside the City of Sammamish Urban Growth Boundary if Ravenhill (Marivaux) were to be annexed. If the Ravenhill subdivision annexed, the Sammamish Department of Public Works would succeed King County Water and Land Resources Division for ownership and maintenance responsibilities described above. As an alternative, the city could propose using the existing inter-local agreement with King County for the County to continue maintenance for a negotiated fee. There are numerous privately owned drainage easements for specified lots within the subdivision. Property owners of such lots are responsible for the maintenance of said facilities. Storm drainage from the road is collected via catch basins and transported via underground pipes to the King county owned and maintained detention facility (Tract A). Tract A would remain outside the City of Sammamish Urban Growth Boundary if Ravenhill (Marivaux) were to be annexed.

If the Ravenhill subdivision annexed, the Sammamish Department of Public Works would succeed King County Water and Land Resources Division for ownership and maintenance responsibilities described above. As an alternative, the city would propose using the existing inter-local agreement with King County for the County to continue maintenance for a negotiated fee.

**Next Steps:**

- If the resolution is adopted, a second petition must then be signed by the owners of properties representing not less than 60% of the assessed valuation of the area proposed to be annexed.
- A public hearing will be held, and the City Council would then accept or reject the 60% petition.
- If accepted, the petition will subsequently be submitted to the Boundary Review Board (BRB).
- After BRB review, the annexation is finalized by the adoption of a City Council ordinance.

**Recommended Motion:**

Adopt the resolution

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2009-\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL ACCEPTING A TEN PERCENT PETITION FOR THE PROPOSED ANNEXATION OF RAVENHILL (MARIVAUX) SUBDIVISION**

WHEREAS, RCW 35A.14.120 provides that “proceedings for initiating annexation of unincorporated territory to a charter code city or noncharter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed,” but that “prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings”; and

WHEREAS, on September 24, 2009 residents of the Ravenhill subdivision now known as Marivaux subdivision notified the City of their intent to commence annexation proceedings, by submitting a petition (attached as Exhibit C) with the signatures of the owners of not less than ten percent in value of the proposed annexation area; and

WHEREAS, these areas are contiguous, and are located in unincorporated King County just north of East Main Drive on NE 4<sup>th</sup> Place in a Potential Annexation Area (PAA) adopted by the City Council in 2006; and

WHEREAS, on April 21, 2008 the City Council adopted Ordinances 2008-0228 and –0229, which adopted contingent comprehensive plan land use and zoning designations for such PAAs to be effective upon their annexation; and

WHEREAS, October 19, 2009 the City Council held a study session to learn more about the proposed annexation; and

WHEREAS, storm water detention facilities for the subdivision located outside of the UGB and city limits would be owned by the city, and may be maintained by the city or by the county pursuant to an inter-local agreement; and

WHEREAS, on October 20, 2009 the City Council considered this annexation resolution as part of the regular City Council meeting; and

WHEREAS, the Sammamish City Council desires to accept the proposed annexation and authorize the initiating parties to circulate an annexation 60% petition,

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

Section 1. Acceptance of Annexation. The Sammamish City Council accepts the proposed annexation and authorizes the initiating parties to circulate a 60% annexation petition, subject to the conditions set forth in Section 2 below.

Section 2. Conditions to Acceptance of Annexation. The initiating parties shall include in the 60% annexation petition a statement that petition signers consent to the assumption of the proposed annexation area's pro-rata share of existing city indebtedness, if any.

Section 3. Effective Date. This resolution is effective immediately upon adoption.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 20<sup>TH</sup> DAY OF October, 2009**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

\_\_\_\_\_  
Approved as to form:

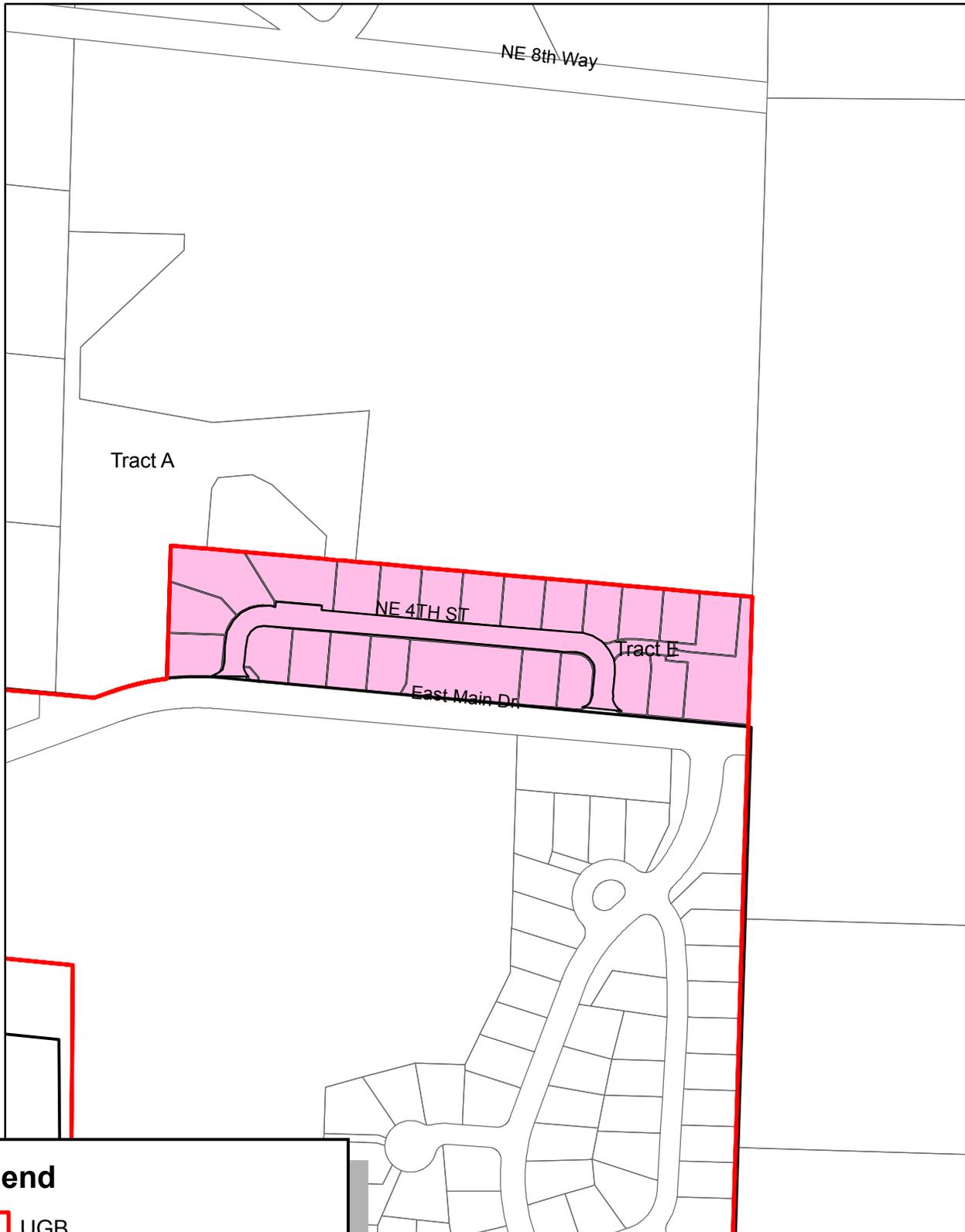
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: October 13, 2009

Passed by the City Council:

Resolution Number

# Ravenhill Proposed Annexation



**Legend**

-  UGB
-  City Limits
-  Area Proposed to be Annexed





RECEIVED  
SEP 24 2009  
City of Sammamish



PETITION FORM FOR PROPERTY OWNERS

Annexation Name: RAVENHILL / MARIVAUX

Instructions

1. All signatures on this petition must be the person's true name.
2. Do not sign more than one of these petitions.
3. Signatures must be in blue or black ink.
4. Only property owners (as shown by county records) may sign.
5. If a property is owned by more than one person, only one owner needs to sign but both may sign. Mortgage lenders do not need to sign.
6. Where real estate contracts are involved, only the purchaser needs to sign as long as the contract is recorded with the county; otherwise, only the contract seller is authorized to sign.
7. If a property is owned by a corporation, only a corporate officer who is explicitly authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign.
8. If you own multiple parcels of property within the proposed annexation area you only need to sign once.

Declaration

I/We, the undersigned, being the owners of real property lying contiguous to the City of Sammamish, Washington known as the RAVENHILL Annexation do hereby petition that such territory be annexed to and made a part of the City of Sammamish. Attached to this petition is a diagram which outlines the boundaries of the proposed annexation.

1)  
 NAME (Print): James D. O'Leary 9/10/2009  
 SIGNATURE: James D O'Leary DATE: 9/10/2009  
 ADDRESS: 25854 NE 4th Pl. Sammamish WA 98074  
 PROPERTY DESCRIPTION: Raven Hill Developmental Property  
 (Ten-digit tax lot number or subdivision and lot number)

2)  
 NAME (Print): RON OUELLETTE  
 SIGNATURE: R Ouellette DATE: 9/10/2009  
 ADDRESS: 25850 NE 4th place, Sammamish WA  
 PROPERTY DESCRIPTION: LOT 2  
 (Ten-digit tax lot number or subdivision and lot number)

RECEIVED  
SEP 24 2009  
City of Sammamish

3)  
NAME (Print): STEVEN JOHNSON  
SIGNATURE: *Steven Johnson* DATE: 9/9/2009  
ADDRESS: 25838 NE 4TH PLACE SAMMAMISH, WA 98074  
PROPERTY DESCRIPTION: RAVENHILL/MARIVAUD Lot 5  
(Ten-digit tax lot number or subdivision and lot number)

4)  
NAME (Print): Janet Chavez  
SIGNATURE: *Janet Chavez* DATE: 9-24-09  
ADDRESS: 25817 NE 4th Pl.  
PROPERTY DESCRIPTION: Ravenhill/Marivaud Lot 20  
(Ten-digit tax lot number or subdivision and lot number)

5)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)

6)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)

7)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)

8)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)

9)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)

10)  
NAME (Print):  
SIGNATURE: DATE:  
ADDRESS:  
PROPERTY DESCRIPTION:  
(Ten-digit tax lot number or subdivision and lot number)



## CITY COUNCIL AGENDA BILL

---

**Subject:** Second Reading and Public Hearing - Pilot Program for electronic reader board signs at high schools (Residential zone signs)

**Meeting Date:** October 20, 2009

**Date Submitted:** October 13, 2009

**Originating Department:** Community Development

**Clearances:**

**Action Required:** Second Reading and Public Hearing. Adopt Ordinance.

**City Manager**                       **Police**

**Public Works**                               **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

1. Matrix of peer jurisdictions
2. Ordinance adopting pilot program

---

**Budgeted Amount:** N/A

---

**Background:**

Eastlake and Skyline High Schools have expressed an interest in converting the schools' existing non-digital reader board sign into an electronic reader board sign (also referred to as a "Changing Message Center sign"). The existing signs require a significant amount of time to modify messages and generally do not meet the schools' needs.

Sammamish Municipal Code 21A.45 governs the placement of changing message center signs, and currently prohibits such changing message center signs at high schools. Staff provided three options for a code amendment to the Planning Commission, including a "No Action Alternative". The Planning Commission and staff held a public meeting on April 2, 2009 and a public hearing on May 7, 2009 that was continued to July 2, 2009. Following deliberation, for the reasons identified in the Planning Commission Recommendation memorandum, the Planning Commission recommended (5 in the affirmative, 2 in the negative) that the City Council pursue the "No Action Alternative". The Planning Commission's reasons for the "No Action Alternative" are described in the Planning Commission recommendation memorandum.

The Washington Community, Trade, and Economic Development Department (CTED) has granted expedited review of the proposed code amendment; no comments were received from state agencies. A SEPA Determination of Non Significance (DNS) was issued on October 1, 2009 for the proposed ordinance.

On October 6, 2009, following the first reading and public hearing, the City Council directed the staff to develop a pilot program for allowing electronic reader board signs at high schools on 228<sup>th</sup> Avenue.

**Financial Impact: N/A**

**Recommended Motion:** City staff recommends that the City Council continue the public hearing and hear remaining public testimony.

Following the close of the public hearing, City staff recommends that the City Council deliberate and adopt the proposed pilot program to allow electronic reader board signs at high schools.

	<b>City of Sammamish – Proposed Pilot Program</b>	<b>City of Kirkland</b>	<b>City of Redmond</b>	<b>City of Bellevue</b>
<b>Maximum sign area</b>	32 square feet	40 square feet	Building mounted signs can be 60 square feet Freestanding signs can be 25 square feet	Building mounted signs can be 50 square feet Freestanding signs can be 25 square feet
<b>Moving graphics / text</b>	Prohibited	Prohibited	Not regulated	Prohibited
<b>Message content</b>	School events, non-profit, or not-for-profit community events	School events or public announcements	Not regulated	Public service
<b>Illumination</b>	Automatically dim at night and turn off between 10PM and 6AM	Automatically dim at night and turn off between 10PM and 6AM	Not regulated for public agencies	Turned off between 10PM and 6AM
<b>Rate text content changes</b>	Once every 5 seconds	Once every 7 seconds	Not regulated	Once every 8 hours



**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**

**ORDINANCE NO. O2009 - \_\_\_\_**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING A PILOT PROGRAM TO ALLOW ELECTRONIC READER BOARD SIGNS AT HIGH SCHOOLS LOCATED ADJACENT TO 228<sup>TH</sup> AVENUE**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning regulations consistent with the comprehensive plan; and

WHEREAS, the Sammamish Comprehensive Plan's Land Use Element recommends that the City development regulations to foster a sense of community; and

WHEREAS, several high schools located on residentially zoned property have expressed interest in making use of electronically controlled reader board signs, also known as changing message center signs, to promote school events to the community at large; and

WHEREAS, the Sammamish Municipal Code limits the placement of such signs to commercially zoned properties; and

WHEREAS, the City has no experience with electronically controlled signs located in residential zones, and at high schools, and their use in these circumstances may result in traffic safety and other impacts; and

WHEREAS, it is in the public interest to adopt appropriate standards for implementing the use of such signs including, but not limited to, identifying design specifications, location limitations, the manner and timing of text displayed, and the impacts that may be created by light and glare; and

WHEREAS, the City Council wishes to establish a pilot program to allow for the study and evaluation of the feasibility of placing electronic reader board signs in residential zones; and

WHEREAS, the City Council will use the information gathered from the pilot program to determine whether permanent regulations should be adopted for such signs; and

WHEREAS, the Planning Commission and staff held a public meeting on April 2, 2009, and a public hearing on May 7, 2009 that was continued to July 2, 2009, that addressed issues related to City high schools implementing electronic signage; and

WHEREAS, the public process has provided for public participation opportunities and included a presentation and a public hearing before the Sammamish City Council on October 6, 2009 and October 20, 2009; and

WHEREAS, the City issued a SEPA Determination of Non Significance for proposed code amendments on October 1, 2009; and

WHEREAS, the Growth Management Services Review Team of the Washington State Department of Commerce granted expedited review and approval of the proposed code amendments on September 29, 2009.

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

**Section 1. Pilot Program Established - Applicability.** A pilot program is hereby established to allow high schools located on the east side of 228<sup>th</sup> Avenue, between the intersections of SE 13<sup>th</sup> Way and 228<sup>th</sup> Avenue SE and NE 8<sup>th</sup> Street and 228<sup>th</sup> Avenue NE, to install one freestanding electronic reader board sign as provided in the following sections of this Ordinance.

**Section 2. Definition of “Electronic reader board sign”.** For the purposes of this ordinance, “electronic reader board sign” means an electronically controlled sign that contains temporary text messages that can be changed from time to time.

**Section 3. Location of electronic reader board signs.** Any electronic reader board sign located on a street corner or driveway shall conform with Chapter 14.01 SMC, Public Works Standards, and SMC Section 21A.25.220, sight distance requirements.

**Section 4. Specifications of electronic reader board signs.** Electronic reader board signs authorized by this Ordinance may be attached to the school wall or be freestanding signs, subject to the following design specifications:

- A. All signs shall be limited to an area of 32 square feet;
- B. Freestanding signs shall not exceed a height of 6 feet;
- C. Signs shall be designed to prevent light and glare from being visible to adjacent residential properties;
- D. Signs shall automatically dim during hours of darkness;
- E. Signs shall be turned off between the hours of 10 PM and 6 AM except during emergencies;
- F. Signs shall not contain moving graphics, text, or video;
- G. Sign messages shall not change more than once every 5 seconds;
- H. Sign messages shall be limited to providing school related information, or announcing or promoting a school or community fair, festival, or event; and,
- I. If the City Public Works Department determines that a sign constitutes a health and safety hazard, additional conditions may be imposed to address the hazard(s).

**Section 5. Pilot Program monitoring.** The Department of Community Development shall monitor the effect of any sign installed pursuant to the provisions of this pilot program. Such monitoring may include tracking any increase in traffic incidents, citizen comments or complaints, and any other information related to the viability of long term authorization of the electronic signs.

**Section 6. Duration of Pilot Program.** The duration of the pilot program shall be five (5) years from the effective date of this ordinance, or as otherwise may be established by City Council. Electronic reader board signs constructed in compliance with this Ordinance shall be considered legally established, non-conforming signs subject to the provisions of Sammamish Municipal Code Chapter 21A.70.

**Section 7. 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 8. 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 \_\_\_\_\_ 2009.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: October 15, 2009

Public Hearing:

First Reading:

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Public hearing to accept testimony on the potential vacation of the unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) Right of Way in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE. First reading of right of way vacation Ordinance.

**Action Required:**

Open public hearing and accept testimony from the public regarding this right of way vacation proposal. Following testimony, continue the public hearing to the Council's November 3, 2009 meeting.

Council consideration on first reading of the attached right of way vacation ordinance. Second reading of the ordinance and a decision on whether or not to vacate said street right-of-way will be on the agenda for the Council's November 3, 2009 meeting.

**Exhibits:**

1. Vicinity map of vacation location
2. Ordinance vacating said right-of-way with Attachement "A" Site Map

**Meeting Date:** October 20, 2009

**Date Submitted:** October 14, 2009

**Originating Department:** Public Works

**Clearances:**

- |  |  |
|--|--|
| <input type="checkbox"/> City Manager            | <input type="checkbox"/> Police              |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire                |
| <input type="checkbox"/> Building/Planning       | <input checked="" type="checkbox"/> Attorney |

---

**Budgeted Amount:** Not Applicable

---

**Summary Statement:**

The City has received 2 separate, complete street right of way vacation request petitions as outlined in Section PWS.05.070 ( *Street and Alley Vacation Procedures* ) of the City's "Interim Public Works Standards" requesting vacation of a portion of unopened Thomas Alexander Road located easterly of and between the 1100 and 1400 blocks of East Sammamish Parkway SE. These petitions have been filed by the owners of

approximately 62% of the property abutting the referenced unopened Thomas Alexander Road right of way located in this area. Staff recommends that rather than consider vacation of only the requested portions of the referenced Thomas Alexander Road right of way, the Council should consider whether or not to vacate all of the unopened Thomas Alexander Road right of way in this area.

At their September 15 and October 6, 2009 meetings, the City Council adopted resolutions R2009-382 and 387, respectively, setting public hearing dates and beginning the process to consider vacation of all of unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) lying in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE and abutting King County Assessor Parcel Nos. 0624069068, 0624069002, 0624069047, 0624069109, 0624069087 and 0624069041.

### **Background:**

This unopened Thomas Alexander Road right of way runs through wetland and steep slope areas and their associated buffers. This section of right of way is approximately 830 feet in length and lies on the east side of East Lake Sammamish Parkway SE in this area. The right of way is essentially an unneeded, duplicative East Lake Sammamish Parkway right of way in this area.

Based on input received by staff at the time of the drafting of this agenda bill, staff recommends City Council approval of this street right-of-way vacation. Since this is currently unopened right-of-way, the City's Police and Fire Departments have no concerns with approval of this right-of-way vacation proposal. Power, telephone and cable utilities have been notified of this right-of-way vacation proposal and have indicated no concerns with it. There are currently no public water or sewer facilities located within this right of way. These factors make future opening and improvement of this right-of-way as a City street extremely unlikely. Public Works staff supports approval of this right-of-way vacation proposal.

### **Financial Impact:**

Not applicable. Though State law would allow the City to charge up to the full appraised value of the property to be vacated, staff feels for the City to do so in this case would be unfair. From the available record, it appears that all along the intent was for the dedication of only a single 60-foot wide roadway right-of-way across the properties in this area. It is clear that only a single roadway right-of-way is necessary for the public improvements required in this area. Yet, in this case, two separate rights-of-way have been dedicated for public use. Since this "extra" right-of-way was dedicated to the public at no cost, staff feels the appropriate and fair thing to do is to return the unnecessary right of way to the current property owners at no cost.

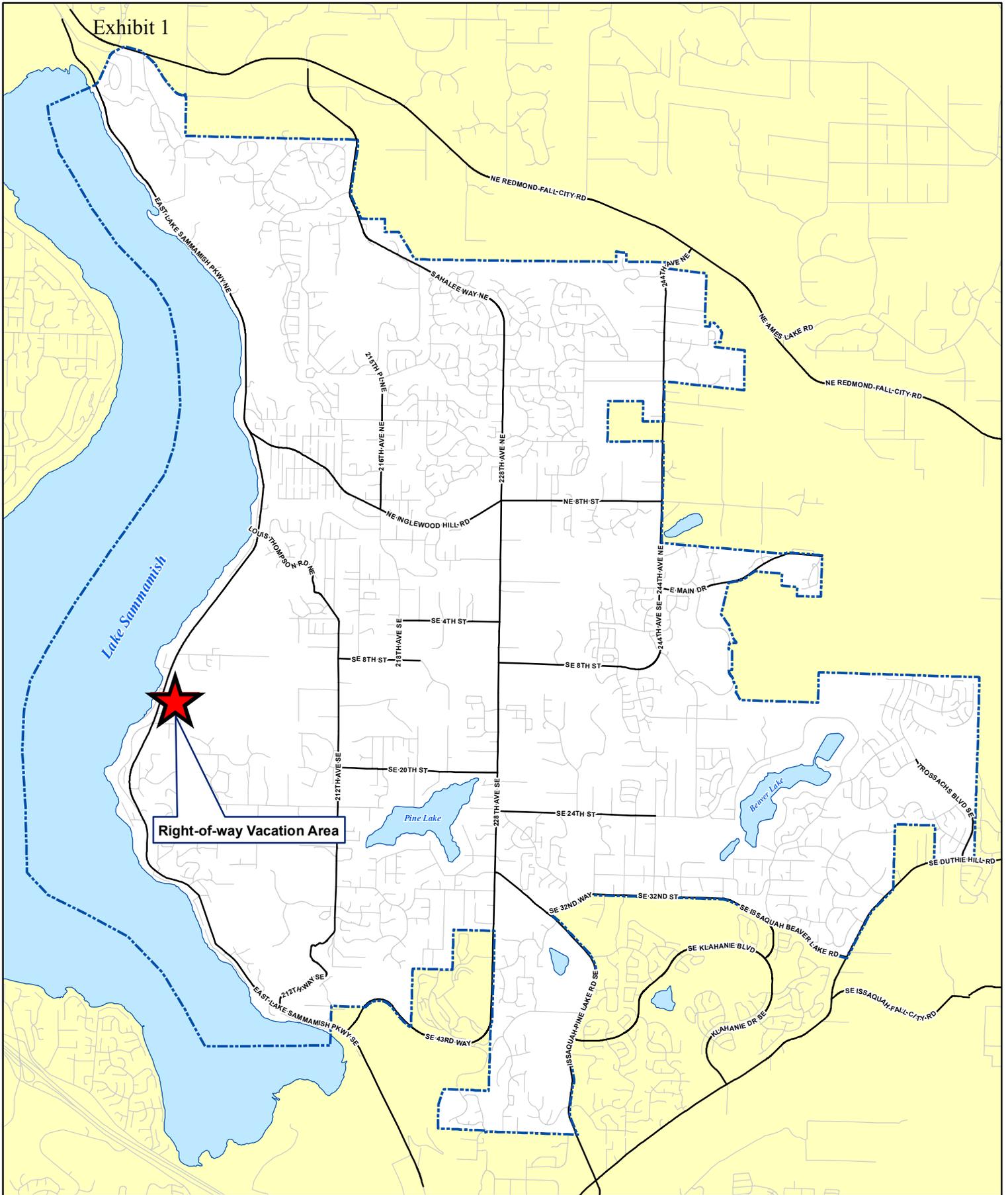
Vacating this right of way at no cost to the abutting property owners in this case would be consistent with the Council's decision in June 2007 to vacate a duplicative portion of unopened Old Beaver Lake Road right of way under similar circumstances.

**Recommended Motion:**

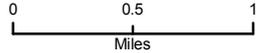
Tonight's action is the public hearing and the first reading of an Ordinance considering the vacation of the referenced unopened street right of way. As such, no formal Council action is required tonight.

Tonight, the Council should open the public hearing on this right of way vacation proposal, hear testimony from the public and because this vacation request came to the city in 2 separate petitions filed at 2 different times, continue the public hearing to the Council's November 3, 2009 regular meeting. Second reading of the Ordinance and a Council decision on whether or not to approve vacation of this right-of-way will take place at the Council's November 3, 2009 regular meeting.

Exhibit 1



Right-of-way Vacation Area



**RIGHT-OF-WAY VACATION**  
**Thomas Alexander Road**  
**VICINITY MAP**



**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2009-\_\_\_\_\_**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, VACATING A PORTION OF UNOPENED  
THOMAS ALEXANDER ROAD (AKA COUNTY ROAD No.  
867 AND AKA OLD MONOHAN ROAD)**

WHEREAS, on September 15, 2009 and October 6, 2009, the Sammamish City Council adopted Resolution Nos. R2009-382 and R2009-388, respectively, initiating consideration of vacation of the remaining known portions of unopened Thomas Alexander Road (aka County Road No. 867 and aka Old Monohan Road) lying easterly of and between the 1100 through 1400 blocks of East Lake Sammamish Parkway SE (further described hereinafter); and

WHEREAS, on October 20, 2009 a public hearing was held and public testimony taken regarding vacation of said unopened street right of way; and

WHEREAS, said October 20, 2009 public hearing was continued to November 3, 2009 at which time additional public testimony was taken regarding vacation of said unopened street right of way; and

WHEREAS, the Council finds there are sufficient grounds for the vacation of said portions of City right-of-way, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are hereby vacated:

THAT PORTION OF UNOPENED THOMAS ALEXANDER ROAD SE (AKA COUNTY ROAD NO. 867 AND AKA OLD MONOHAN ROAD) LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY MARGIN OF OPEN AND IMPROVED EAST LAKE SAMMAMISH PARKWAY SE AND BEING FURTHER DESCRIBED AS BEING LOCATED IN THE 1100 THROUGH 1400 BLOCKS OF EAST LAKE SAMMAMISH PARKWAY SE ADJACENT TO THE FOLLOWING PROPERTIES:

KING COUNTY ASSESSOR'S PARCEL NOS. 0624069087, 0624069109, 0624069047, 0624069002, 0624069068 AND 0624069041, ALL AS DEPICTED ON THE ATTACHED DRAWINGS LABELED ATTACHEMENT A.

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 3<sup>RD</sup> DAY OF NOVEMBER 2009.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend, Mayor

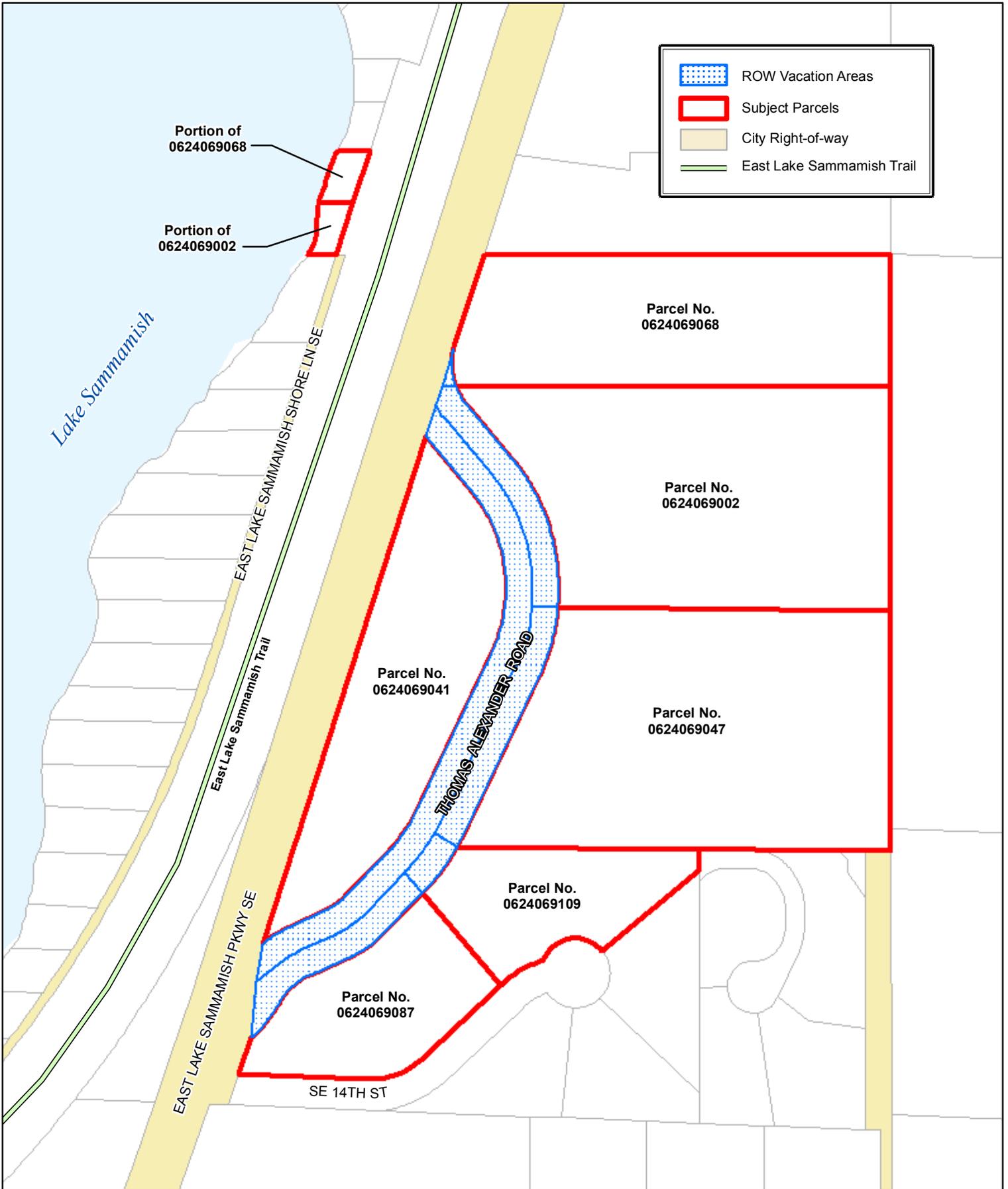
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

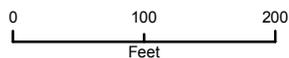
Filed with the City Clerk:	October 14, 2009
Passed by the City Council:	November 3, 2009
Date of Publication:	_____
Effective Date:	_____



**Exhibit A**

**RIGHT-OF-WAY VACATION  
Thomas Alexander Road**

Sammamish Ordinance 02009 - \_\_\_\_\_







## CITY COUNCIL AGENDA BILL

---

**Subject:**

Ordinance Amending Chapter 2.30.020 (Parks and Recreation Commission) of the Sammamish Municipal Code

**Meeting Date:** October 6, 2009

**Date Submitted:** September 30, 2009

**Originating Department:** Parks and Recreation

**Clearances:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>              |
| <input type="checkbox"/> <b>Public Works</b>            | <input type="checkbox"/> <b>Fire</b>                |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input checked="" type="checkbox"/> <b>Attorney</b> |

**Action Required:**

Motion to approve the ordinance.

**Exhibits:**

1. Ordinance
2. Letter from Hank Klein, Commission Chair

---

**Budgeted Amount:** N/A

---

**Summary Statement:**

The Parks and Recreation Commission identified several goals in 2009, one of which included updating Chapter 2.30 of the Sammamish Municipal code relating to the Parks and Recreation Commission. This section of the code has not been updated since 2002.

The proposed ordinance, as presented previously, calls for three major changes:

1. Establishing four-year commission terms, consistent with other commissions.
2. Staggering commission terms to minimize impacts of member turnover, similar to the rotation adopted by the Planning Commission in 2007.
3. Discontinuing the alternate positions.

More detailed information and background on the Parks and Recreation Commission recommendation is included in the letter to City Council from Hank Klein, Commission Chair, dated September 14, 2009.

Additional amendment, Section 2.30.020 (2). Since the ordinance was last reviewed by City Council, a further recommendation was made to revisit the section related to appointments. For your reference, Section 2.30.020(2) (Appointment to the Parks Commission) currently reads as follows:

*(2) Appointment. Each councilmember shall nominate one member of the parks and recreation commission, subject to confirmation by the City council. Members of the parks and recreation commission must reside within the City limits of the City of Sammamish. Parks and recreation commission members shall be selected without respect to political affiliation and shall serve without compensation. The two remaining members of the parks and recreation commission shall be nominated by the community development committee subject to confirmation by the City council. These two remaining members do not need to reside within the City limits. If a park commissioner is interested in being reappointed for another three-year term, the commissioner must send a letter of interest to the City council prior to the expiration of his or her term of office. Subject to council approval, the park commissioner will then be re-appointed for another three-year term. Any vacant positions due to term expiration will be advertised and filled through the appointment process.*

Although this section was not considered previously, the process outlined above is now defunct and should be updated.

Additional language has been proposed in the attached ordinance amending the appointment process. Please note, for consistency, the new language closely mirrors 2.60.020 related to the appointment of Planning Commission members.

In addition, the proposed amendment will allow for the appointment of up to one non-resident to the Parks and Recreation Commission. Although not required, the Council may desire at a future date to solicit input from communities outside the Sammamish City limits. The City currently owns property outside the City limits (Evans Creek Preserve) and may be asked to consider the transfer of additional park properties outside the City limits in the future. Again, this option simply provides flexibility to the City Council in the appointment process, but the appointment of a non-resident is not required.

**Background:**

For detailed background on the Parks and Recreation Commission formation and the recommendation from the Commission related to this proposed amendment, please reference the attached letter from Hank Klein, Commission Chair, dated September 14, 2009.

**Financial Impact:**

No Financial Impact.

**Recommended Motion:**

Motion to approve the ordinance.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE O2009-XXX**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH  
WASHINGTON MODIFYING THE TERMS OF THE  
MEMBERS OF THE PARKS AND RECREATION  
COMMISSION, REMOVING ALTERNATE POSITIONS  
FROM THE COMMISSION AND AMENDING SECTION  
2.30.020 OF THE SAMMAMISH MUNICIPAL CODE**

WHEREAS, the City Council approved Ordinance 099-37 creating a Parks and Recreation Commission consisting of nine members, and designated that the initial terms of Commission members shall be staggered and terms will last three years; and

WHEREAS, the City Council approved Ordinance O2001-90 to modify the terms of the Parks and Recreation Commission members to allow for the re-appointment of commission members to three year terms subject to City Council approval; and

WHEREAS, the City Council approved Ordinance O2002-101 to add three non-voting alternate members to the Parks and Recreation Commission; and

WHEREAS, the City Council desires to further modify the number of positions and the terms of Commission members in order to promote continuity and minimize disruption of Commission business; and

WHEREAS, the provisions of the foregoing ordinances have been codified as Section 2.30.020 of the Sammamish Municipal Code;

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

Section 1. Amendment. Sammamish Municipal Code 2.30.020 is amended to read as follows:

(1) . Number of Members.

(a) The Parks and Recreation Commission shall consist of nine members.

(b) The current terms for all positions on the commission shall be staggered as shown in attachment A.:

1. Three of the five terms that expire in 2010 shall be extended for two years and shall expire in 2012; the remaining two terms shall be for three years and shall expire in 2013.

2. Of the four terms that will expire in 2011, two shall be new terms for three years and shall expire in 2014; the remaining two terms shall be for four years and shall expire in 2015.

(c) Following the completion of each new term established by subsection (b), the term for each position shall thereafter be four years.

(2) Appointment

Members of the Parks and Recreation Commission shall be selected from residents living within the City limits. Up to one exception to this rule may be made, at the discretion of the City council, in instances where an appointee brings a special interest or talent to the commission. Park and Recreation Commission members shall be selected without respect to political affiliation and shall serve without compensation. Parks and Recreation Commission members shall be subject to confirmation by the City council.

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, or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Don Gerend

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:  
 First Reading:  
 Passed by the City Council:  
 Date of Publication:  
 Effective Date:

**CITY OF SAMMAMISH  
 WASHINGTON  
 ORDINACE O2009-XXX  
 PARKS AND RECREATION COMMISSION – ATTACHMENT A**

	Current Term Ends	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Position 1	2010			Extended 2-Year Term	4-Year Term							
Position 2	2010			Extended 2-Year Term	4-Year Term							
Position 3	2010			Extended 2-Year Term	4-Year Term							
Position 4	2010			New 3-Year Term		4-Year Term						
Position 5	2010			New 3-Year Term		4-Year Term						
Position 6	2011				New 3-Year Term		4-Year Term					
Position 7	2011				New 3-Year Term		4-Year Term					
Position 8	2011				4-Year Term				4-Year Term			
Position 9	2011				4-Year Term				4-Year Term			





## Memorandum

---

DATE: September 14, 2009

TO: City Council

FROM: Hank Klein, Chair, Parks and Recreation Commission

RE: Revised Parks and Recreation Commission Ordinance Recommendation

---

On behalf of the Parks and Recreation Commission (Parks Commission), I am pleased to share with you our recommendation on a revision to the Parks Commission Ordinance.

### **Background**

The Parks Commission was formed in 1999, the year the City incorporated. Since formation there have been a number of changes to the Commission, including the addition of alternate positions. As a Commission we felt that our 10-year anniversary marked a critical milestone and also provided an opportunity to review and update the current ordinance.

As we considered a revision, we did so with several goals in mind:

1. Establish Park Commission terms consistent with other commissions;
2. Stagger the Park Commission terms to minimize the impacts of member turnover; and
3. Re-evaluate the effectiveness of the alternate positions.

A subcommittee of the Parks Commission met earlier this year and prepared a revised ordinance for Commission review. After several modifications and a thorough review by the full commission, we reached consensus. A summary of our recommendation is provided below.

### **Commission Terms**

When the Parks Commission was formed in 1999, the term of appointment for commission members was established at 3-years. When the Planning Commission and the Arts Commission were formed (2003), the term of appointment for commission members was established at 4-years. Our desire and recommendation is to implement a 4-year term for Park Commission members to achieve consistency.

### **Staggered Terms**

At present, 8 of the Park Commission terms will end in 2010, and 4 will end in 2011. As you can imagine, a potential turnover of 8 members in one year is far from desirable for our group. Furthermore, the current rotation could result in 100% turnover within a two-year period.

Our recommendation is to establish staggered terms, similar to those recently adopted by the Planning Commission. The proposed rotation, also known as the "3-2-2-2 Plan," establishes a nearly uniform rotation of Park Commission members over a 4-year period. The graph depicting the proposed rotation is attached.

### **Discontinue Alternate Positions**

In 2002, the City Council adopted an ordinance adding three alternate positions to the Parks Commission. The thought at the time was that alternates would work alongside regular commission members, staying up to speed on current issues and ultimately be available to fill a vacancy when needed. The goal of this approach was to minimize the impacts of turnover and the challenges of bringing someone up to speed in a short amount of time.

This past year we had two vacancies occur on the Parks Commission, both regular positions. At the time we also had three alternates, two of which expressed interest in filling the regular positions. Council action resulted in appointment of one alternate to a regular position and the other position was filled by a new applicant. Given that this action was inconsistent with the original intention of the alternate positions, we feel it is unnecessary and perhaps unfair to continue these positions.

It should also be noted that the Parks Commission is the largest of the three commissions with 12 total members (9 regular members and 3 alternates). The Arts Commission has 10 members (7 regular members and 3 alternates) and the Planning Commission has 7 members. We believe that a 9-member Parks Commission is sufficient to carry out the duties assigned by the Council and that this is an appropriate size given the staff resources available to support our work.

### **The Transition**

At present, we have two vacancies on the Parks Commission – one regular position and one alternate. We felt that now would be the appropriate time to make the transition to a smaller commission, with staggered 4-year terms.

Our recommendation for the transition is as follows:

1. City Council to adopt the revised ordinance thereby implementing four-year staggered terms and eliminating the alternate positions.
2. City Council to appoint one alternate to a regular position on the Parks Commission, thereby filling the current vacancy.
3. The three remaining alternate positions will be phased out at the end of 2010. Existing vacancies in the alternate positions will not be filled.
4. City Council to assign position numbers (1 thru 9) by the end of 2009 to currently appointed Parks Commission members. Assignment of position numbers is necessary for implementation of the revised ordinance.

Again, we believe now is the time to make the changes to the terms of the Park Commission. We very much appreciate the opportunity to provide you with our recommendation regarding this ordinance and we look forward to receiving your feedback.



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Authorize Vehicle Purchase – State Bid or alternate dealer bid process.

**Meeting Date:** October 20, 2009

**Date Submitted:** September 14, 2009

**Originating Department:** City Manager

**Clearances:****Action Required:**

Motion to direct the City Manager to order and pay for 5 replacement vehicles. Note: motion includes direction to do a budget transfer later this year.

**City Manager**                       **Police**

**Public Works**                       **Fire**

**Building/Planning**               **Attorney**

**Exhibits:** Memo

---

**Budgeted Amount:** \$60,000 federal stimulus package grant; the remainder from the Equipment Rental Fund # 501. Cost of 5 vehicles not to exceed \$161,000.

---

**Summary Statement:** Using the State of Washington purchasing pool process, replace 5 existing motor pool vehicles with 5 gas-electric hybrid vehicles.

**Background/Justification:** This proposed vehicle replacement is consistent with our vehicle replacement plan, as developed by Hennessy Fleet Consulting. The cost differential between non-hybrid and hybrid vehicles will be offset by funds to be received under the Energy Efficiency Block Grant (federal stimulus package).

**Financial Impact:** \$155,893.48 (includes WSST) – based on state procurement process. Staff is recommending the motion be made for “not to exceed \$161,000” to cover the potential costs of extended warranty and/or service contracts.

**Recommended Motion:** Move to direct the City Manager to order and pay for 5 gas-electric hybrid vehicles through the state bid or vehicle dealer bid process. Further to direct the City Manager to make an appropriate budget transfer not to exceed \$161,000 from Fund 501 reserves to Fund 501 expenditures for this purpose.



## Memorandum

---

**Date:** 14 OCT 09

**To:** Ben Yazici  
City Manager

**From:** Pete Butkus

**Re:** Authorization for Vehicle Purchase

---

This Memorandum provides background for the Council Agenda Bill – Authorize Vehicle Purchase.

### Background:

- As a part of the 2009-10 Budget the Finance Department retained a fleet management consultant, Hennessey Fleet Consulting, to review our over-all operations of the Equipment Rental and Replacement Fund (#501). The review includes a vehicle replacement schedule based on national fleet standards.
- Staff has reviewed the recommended replacement schedule, integrated information on vehicles with a higher than desired maintenance cost and selected 5 vehicles for replacement.
- The federal economic stimulus package provided a modest \$135,000 in the form of a Block Grant for energy efficiency purchases and studies. A part of the funds (\$60,000) have been designated for our planned vehicle replacement program. Specifically, we proposed in the federal process that we replace several gasoline-powered vehicles with gas-electric hybrid vehicles.
- The City is a member of the State of Washington purchasing consortium; such consortium includes the lower-cost acquisition of many different types of vehicles, including gas-electric hybrids. There is also the option to the city of asking regional vehicle dealers if they can provide the same desired vehicles for less than the state consortium price.

Vehicle Replacement:

- As we reviewed our fleet needs, it appeared there substantial advantages to replacing sedans and light-weight pickups with a crossover-type vehicle that offered the advantages of sedans as well as a vehicle with larger cargo-carrying capacity. The ideal offering through the state purchasing consortium is the Ford Escape.
- The Ford Escape is being used by other local governments in the area. Based on our discussions with the vehicle operators, our initial inclination to consider this type and brand of vehicle was supported.
- The gas-electric hybrid gives us the flexibility desired in our fleet and maximizes the opportunity to manage operational costs – the vehicle can be serviced locally, the vehicle has the latest battery technology commercially available and the vehicle does not require any additions to our fleet maintenance infrastructure.

Proposal:

- Our proposal is to remove 5 existing gasoline powered vehicles from the fleet and replace them with 5 gas-electric hybrids.
- \$60,000 of the cost (\$12,000 per vehicle) will be paid for with federal economic stimulus funds.
- The remainder of the cost will come from the Fund 501 reserves – funds set aside each year since 2000 for vehicle replacement. I note that Fund 501 has a balance of approximately \$850K this year.
- The 5 older vehicles, when replaced, will be proposed for surplus status and placed either in the State of Washington surplus vehicle sale pool or sold on the market through a private sector surplus sales specialist. Funds realized from the sale of these vehicles would go to Fund 501.
- This proposal fits our goals of an organized and cost-effective vehicle replacement program, our existing Administrative Order on sustainability practices and the goals of the federal economic stimulus – energy efficiency program.

(end)