



City Council, Regular Meeting

AGENDA

Revised

6:30 pm – 9:30 pm

June 17, 2014

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

- East Lake Sammamish Trail/King County

Public Comment

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

Consent Agenda

- Payroll for the period ending May 31, 2014 for pay date June 5, 2014 in the amount of \$311,398.78
 1. **Approval:** Claims for period ending June 17, 2014 in the amount of \$ 1,878,149.01 for Check No. 37691 through 37837
 2. **Ordinance:** Second Reading Imposing A Moratorium On The Establishment Of Certain Marijuana-Related Facilities; Defining Said Certain Marijuana-Related Facilities; Entering Legislative Findings; Providing For Severability; And Establishing An Effective Date
 3. **Ordinance:** Second Reading Prohibiting The Establishment, Location, Operation, Licensing, Maintenance Or Continuation Of Medical Marijuana Collective Gardens; Providing For Severability; And Establishing An Effective Date
 4. **Resolution:** Appointing One Member to the Beaver Lake Management District Advisory Board
 5. **Contract:** 212th Way SE Preliminary Design/Gray & Osborne, Inc.

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.

6. **Contract:** Sammamish Community & Aquatic Center Building Commissioning Services/Engineering Economics, Inc.
7. **Contract:** Sammamish Community & Aquatic Center Construction Materials Testing/Kleinfelder
8. **Contract:** 2014 Residential Pond Mowing/Plantscapes
9. **Amendment:** Evans Creek Preserve Trails/Washington Trails Association
10. **Approval:** May 13, 2014 Study Session Notes

Public Hearings

11. **Resolution:** Adopting An Updated Six-Year Transportation Improvement Plan For 2015-2020
12. **Ordinance:** SE 7th Street Vacation

Unfinished Business - None

New Business - None

Council Reports

City Manager Report

- Direction: Marijuana Prohibition

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

July 2014			
Tues 07/01	6:30 pm	Regular Meeting	Public Hearing: Ordinance Second Reading Homeless Encampments Contract: Asset Management Implementation/Geo Engineers Resolution: Adopting a Six-Year Parks Capital Improvement Plan for 2015-2020. Resolution: Adopting a Master Plan for Big Rock Park
Tues 07/08	6:30 pm	Study Session	Lake Sammamish Urban Wildlife Designation Mountains to Sound Greenway Discussion: Eastside Fire & Rescue Non-Profit formation Stormwater CIP
Mon 07/14	4:30 pm	Joint Meeting	City of Issaquah in Issaquah
Tues 07/15	6:30 pm	Study Session/Regular Meeting	Contract: East Sammamish Park Safety Nets Installation/TBD (consent) Financial Update: Budget revenue forecast Klahanie PAA Fiscal Report
August 2014			
Sept 2014			
Tues 09/02	6:30 pm	Regular Meeting	Resolution: EF & R Interlocal Amendment Resolution: Approval of Eastside Fire & Rescue Interlocal Amendment
Tues 09/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	Budget study session: Preliminary budget overview. Department discussions
Mon 09/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 09/16	6:30 pm	Regular Meeting	Proclamation: National Recovery Month Budget study session: Departments
October 2014			
Tues 10/07	6:30 pm	Regular Meeting	Budget study session: Departments
Tues 10/14	6:30 pm	Study Session	Discussion: Public Works Standards Budget study session: Departments and Council changes
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 10/21	6:30 pm	Regular Meeting	Budget study session: (if needed)
Nov 2014			
Tues 11/04	6:30 pm	Regular Meeting	Public Hearing: 1 st Reading Property Tax Levy Ordinance Public Hearing: 1 st Reading 2015-2016 Budget Ordinance Resolution: 2015 Fee Schedule Resolution: 2015 Salary Schedule Resolution: 2015 Medical Premium Co-pay percent
Tues 11/11	6:30 pm	Study Session	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Public Hearing: 2 nd Reading Property Tax Levy Ordinance Public Hearing: 2 nd Reading 2015-2016 Budget Ordinance
Dec 2014			
Tues 12/02	6:30 pm	Regular Meeting	
Tues 12/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	

Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 12/16	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise		Ordinance: First Reading Social Hosts	

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

<< May

June 2014

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	5 6:30 p.m. Planning Commission Meeting	6	7 2 p.m. TeenFest
8	9	10 6:30 p.m. City Council Study Session	11 4 p.m. Farmers Market 6 p.m. Sammamish Youth Board Meeting	12 10 a.m. Family Volunteer Event	13 2 p.m. Fill-The-Boot Muscular Dystrophy Assn Fundraiser	14 12 p.m. Lifeguard Season Begins
15	16 6:30 p.m. Arts Commission Meeting 6:30 p.m. Committee of the Whole Canceled	17 6:30 p.m. City Council Meeting	18 4 p.m. Farmers Market	19 8:30 a.m. Trail Work Project at Evans Creek 6:30 p.m. Planning Commission Meeting	20	21 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Walks at Tradition Lake
22	23	24	25 2 p.m. Finance Committee Meeting 4 p.m. Farmers Market	26 10 a.m. Family Volunteer Event	27	28 8:30 a.m. Trail Work Project at Evans Creek
29	30					

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

<< June

July 2014

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 8:30 a.m. Trail Work Project with WTA 6:30 p.m. City Council Meeting	2 8:30 a.m. Trail Work Project with WTA 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	3 8:30 a.m. Trail Work Project with WTA	4 Independence Day City offices closed 12 p.m. Fourth on the Plateau	5 9 a.m. Fifth of July Clean Up
6	7	8 8:30 a.m. Trail Work Project at Evans Creek 12 p.m. Kiwanis KidsFirst! 6:30 p.m. Study Session	9 4 p.m. Farmers Market	10 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	11	12 8:30 a.m. Trail Work Project with WTA
13 8:30 a.m. Trail Work Project with WTA	14 10 a.m. Finance Committee Meeting 4:30 p.m. Joint Meeting with City of Issaquah	15 12 p.m. KCLS sponsored Kiwanis KidsFirst! 6:30 p.m. City Council Meeting	16 4 p.m. Farmers Market	17 6:30 p.m. Concerts in the Park	18 3 p.m. "Call to Artists" - Comprehensive Plan	19 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Children's Walk at Big Rock 7 p.m. Shakespeare Plays
20	21 6:30 p.m. Arts Commission Meeting	22 12 p.m. Kiwanis KidsFirst!	23 4 p.m. Farmers Market	24 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	25	26 7 p.m. Shakespeare Plays
27	28	29 12 p.m. KCLS sponsored Kiwanis KidsFirst!	30 4 p.m. Farmers Market	31 6:30 p.m. Concerts in the Park		



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: June 12, 2014
RE: Claims for June 17, 2014

\$ 1,000.00
 232,490.16
 1,271,569.39
 373,089.46

Top 10 Over \$10,000 Payments

Eastside Fire & Rescue	\$491,206.08	Fire Services - June 2014
Global Contractors	\$187,232.40	Curb Retrofit & Sidewalk Repair
Lakeside Industries	\$181,908.95	Roadway Overlay Program - May 2014
PSE	\$57,168.83	Electricity Lines for Community Center
Kenyon Disend	\$37,728.64	Attorney Services - May 2014
Eversons Econo Vac	\$28,999.55	Storm Filters, Pond Cleaning - May 2014
NW Landscape	\$25,200.06	ROW & Parks Maintenance - May 2014
Stantec	\$22,780.15	Development Review - April 2014
Gray & Osborne	\$22,033.44	NPDES Stormwater Basemapping - May 2014
NW Asphalt	\$21,605.54	Roadway Overlay Program

TOTAL \$ 1,878,149.01
Checks # 37691 - 37837

1,000.00 +
 232,490.16 +
 1,271,569.39 +
 373,089.46 +
 1,878,149.01G+

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
37691	06/02/2014	KCRECORD	King County Records	1,000.00	37,691
Check Total:				1,000.00	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
37692	06/05/2014	AMEX	American Express	95.51	37,692
37693	06/05/2014	ANI	ANI Administrators NW Inc	1,752.55	37,693
37694	06/05/2014	AWCMED	AWC Employee BenefitsTrust	112,610.32	37,694
37695	06/05/2014	CHAP13	Chapter 13 Trustee	280.00	37,695
37696	06/05/2014	ICMA401	ICMA 401	39,714.32	37,696
37697	06/05/2014	ICMA457	ICMA457	9,617.16	37,697
37698	06/05/2014	ISD	Issaquah School District	51,570.00	37,698
37699	06/05/2014	KINGFI	King County Finance A/R	3,397.40	37,699
37700	06/05/2014	KCRECORD	King County Records	87.50	37,700
37701	06/05/2014	LWSD	Lake Washington School Dist	12,604.00	37,701
37702	06/05/2014	PREPAIDL	LegalShield	161.40	37,702
37703	06/05/2014	PSE	Puget Sound Energy	308.00	37,703
37704	06/05/2014	WASUPPOR	Wa State Support Registry	292.00	37,704
Check Total:				232,490.16	

Accounts Payable

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
37705	06/17/2014	ALTUS	Altus Traffic Management	4,403.84	37,705
37706	06/17/2014	APAWA	APA Washington	50.00	37,706
37707	06/17/2014	ATWOOD	Sarah Atwood	133.00	37,707
37708	06/17/2014	BACKGROU	Background Source Intl	84.00	37,708
37709	06/17/2014	BCC	Bellevue College Continuing Ed	395.12	37,709
37710	06/17/2014	BELLCITY	City Of Bellevue	13,355.00	37,710
37711	06/17/2014	BEST	Best Parking Lot Cleaning, Inc	1,215.45	37,711
37712	06/17/2014	BLACKTOP	Blacktop Pavers LLC	9,592.20	37,712
37713	06/17/2014	BUTKUS	Butkus Consulting, Inc.	9,900.00	37,713
37714	06/17/2014	CADMAN	Cadman, Inc.	6,980.56	37,714
37715	06/17/2014	CASCADEC	Cascade Executive Programs	2,600.00	37,715
37716	06/17/2014	CDW	CDW Govt Inc	313.85	37,716
37717	06/17/2014	CODEPUB	Code Publishing Inc	793.82	37,717
37718	06/17/2014	COSTCO	Costco Wholesale	652.31	37,718
37719	06/17/2014	DELL	Dell Marketing L.P.	1,081.15	37,719
37720	06/17/2014	EASTFIRE	Eastside Fire & Rescue	491,206.08	37,720
37721	06/17/2014	EASTFRIE	Eastside Friends of Seniors	2,500.00	37,721
37722	06/17/2014	ENCOMPAS	Encompass	1,250.00	37,722
37723	06/17/2014	ENGBUS	Engineering Business Systems Inc	525.60	37,723
37724	06/17/2014	EVERSONS	Everson's Econo Vac, Inc.	12,671.95	37,724
37725	06/17/2014	FASTENAL	Fastenal Industrial Supplies	292.40	37,725
37726	06/17/2014	GALT	John E. Galt	573.75	37,726
37727	06/17/2014	HDFOWL	H. D. Fowler Company	9,344.73	37,727
37728	06/17/2014	HOMEDE	Home Depot	2,137.28	37,728
37729	06/17/2014	HOWARD	Lyman Howard	194.31	37,729
37730	06/17/2014	ISSAQ1	Issaquah Press, Inc.	234.50	37,730
37731	06/17/2014	ISSFOUND	Issaquah Schools Foundation	1,250.00	37,731
37732	06/17/2014	JACKS	Jack's Repair, LLC	5,747.22	37,732
37733	06/17/2014	JIRSA	Barbara Jirsa	47.63	37,733
37734	06/17/2014	KENYON2	Kenyon Disend PLLC	37,728.64	37,734
37735	06/17/2014	KINGFI	King County Finance A/R	971.00	37,735
37736	06/17/2014	KINGPET	King County Pet Licenses	170.00	37,736
37737	06/17/2014	KLEINFEL	Kleinfelder, Inc.	2,080.51	37,737
37738	06/17/2014	LESARGE	Cody LeSarge	133.00	37,738
37739	06/17/2014	LESSCHWA	Les Schwab Tire Center	43.73	37,739
37740	06/17/2014	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	37,740
37741	06/17/2014	MINUTE	Mike Immel	473.71	37,741
37742	06/17/2014	MITCHELL	Erika Mitchell	200.00	37,742
37743	06/17/2014	Moberly	Lynn Moberly	7,500.00	37,743
37744	06/17/2014	MOLCHANO	Alexei Molchanov	160.40	37,744
37745	06/17/2014	NAPA/RED	Woodinville Auto Parts	403.99	37,745
37746	06/17/2014	NC MACH	NC Machinery Co	690.29	37,746
37747	06/17/2014	NWLSVC	NW Landscape Services of WA LLC	25,200.06	37,747
37748	06/17/2014	NWNUISAN	Willard's Pest Control Company	439.64	37,748
37749	06/17/2014	OILCAN	Oil Can Henry's	130.66	37,749
37750	06/17/2014	PACSOIL	Pacific Topsoils, Inc	3,909.71	37,750
37751	06/17/2014	PEARCE	Michael Dean Pearce	2,178.00	37,751
37752	06/17/2014	PETERSEN	Petersen Brothers Inc	1,499.75	37,752
37753	06/17/2014	PIEDMONT	Piedmont Directional Signs	525.00	37,753
37754	06/17/2014	PINECHUR	Pine Lake Covenant Church	200.00	37,754

Check	Date	Vendor No	Vendor Name	Amount	Voucher
37755	06/17/2014	PROVIDEN	Providence Marianwood	10,000.00	37,755
37756	06/17/2014	RLF	RLF Enterprises, LTD	4,485.00	37,756
37757	06/17/2014	ROTARSAM	Rotary Club of Sammamish	52.00	37,757
37758	06/17/2014	SAM	Sammamish Plateau Water Sewer	1,469.23	37,758
37759	06/17/2014	SCA	Sound Cities Assoc	45.00	37,759
37760	06/17/2014	SEATIM	Seattle Times	3,306.31	37,760
37761	06/17/2014	STOECKL	Jane C. Stoecklin	130.00	37,761
37762	06/17/2014	STUDIO3M	Studio 3MW, LLP	10,197.57	37,762
37763	06/17/2014	TERRACON	Terracon Consultants Inc	10,518.86	37,763
37764	06/17/2014	TIMMERMA	Joel Timmerman	2,296.00	37,764
37765	06/17/2014	TRZYNA	Thomas Trzyna	200.00	37,765
37766	06/17/2014	USPOST	U.S. Postal Service	220.00	37,766
37767	06/17/2014	VOYAGER	Voyager	7,803.21	37,767
37768	06/17/2014	WACTED	Wa Dept Of Commerce	554,666.66	37,768
37769	06/17/2014	WATERSH	The Watershed Company	850.00	37,769
37770	06/17/2014	WAWORK	Washington Workwear Stores Inc	807.41	37,770
37771	06/17/2014	WELCHMIC	Michael Dylan Welch	200.00	37,771
37772	06/17/2014	WORKSAFE	A Work Safe Service, Inc	104.00	37,772
Check Total:				1,271,569.39	

Accounts Payable

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
37773	06/17/2014	ACTIONAP	Action Apparel	706.47	37,773
37774	06/17/2014	ALUMINUM	Aluminum Athletic Equip Co	1,048.00	37,774
37775	06/17/2014	BELPAINT	Bellevue Paint & Decorating Inc	801.34	37,775
37776	06/17/2014	BEST	Best Parking Lot Cleaning, Inc	2,781.30	37,776
37777	06/17/2014	REDMOND	City Of Redmond	31.35	37,777
37778	06/17/2014	COMCAST2	COMCAST	19.64	37,778
37779	06/17/2014	COMCAST3	Comcast	1,238.47	37,779
37780	06/17/2014	COUNTRY	Country Green Turf Farm	219.00	37,780
37781	06/17/2014	CYLEX	Cylex Signs, LLC	4,054.00	37,781
37782	06/17/2014	EVANS	David Evans & Associates, Inc	435.94	37,782
37783	06/17/2014	EASTEQ	Eastside Equipment & Marine	58.69	37,783
37784	06/17/2014	EVERSONS	Everson's Econo Vac, Inc.	28,999.55	37,784
37785	06/17/2014	FASTENAL	Fastenal Industrial Supplies	90.46	37,785
37786	06/17/2014	FIREPROT	Fire Protection, Inc.	1,511.10	37,786
37787	06/17/2014	FOI	FOI Commercial Interiors	9,382.77	37,787
37788	06/17/2014	FRONTIR2	Frontier	362.19	37,788
37789	06/17/2014	GLOBALCO	Global Contractors LLC	187,232.40	37,789
37790	06/17/2014	GRANGE	Grange Supply, Inc.	1,243.22	37,790
37791	06/17/2014	GRAYOS	Gray & Osborne, Inc.	22,033.44	37,791
37792	06/17/2014	GREATAME	Great America Financial Services	286.62	37,792
37793	06/17/2014	GRUEBER	James Grueber	90.77	37,793
37794	06/17/2014	GUARDIAN	Guardian Security	72.00	37,794
37795	06/17/2014	HICKMAN	Lynne Hickman	156.00	37,795
37796	06/17/2014	HWA	HWA GeoSciences, Inc	585.30	37,796
37797	06/17/2014	ISSCEDAR	Issaquah Cedar & Lumber	13.14	37,797
37798	06/17/2014	DEERE	John Deere Landscapes	1,795.80	37,798
37799	06/17/2014	KCRADIO	King Cty Radio Comm Svcs	505.06	37,799
37800	06/17/2014	KR	KR	124.64	37,800
37801	06/17/2014	LAKESIDE	Lakeside Industries	2,609.11	37,801
37802	06/17/2014	LPD	LPD Engineering PLLC	760.00	37,802
37803	06/17/2014	MASTERCH	Master Chorus Eastside	500.00	37,803
37804	06/17/2014	MITCHEM	William Mitchem	430.20	37,804
37805	06/17/2014	NC MACH	NC Machinery Co	2,162.13	37,805
37806	06/17/2014	NESAM	NE Sammamish Sewer & Water	178.75	37,806
37807	06/17/2014	NWCASC	Northwest Cascade, Inc.	1,219.44	37,807
37808	06/17/2014	NWASPHAL	NW Asphalt, Inc	21,605.54	37,808
37809	06/17/2014	NWLSVC	NW Landscape Services of WA LLC	5,055.62	37,809
37810	06/17/2014	OSBORN	Osborn Consulting, Inc	8,486.22	37,810
37811	06/17/2014	PACAIR	Pacific Air Control, Inc	1,042.95	37,811
37812	06/17/2014	POA	Pacific Office Automation	173.80	37,812
37813	06/17/2014	PACSOIL	Pacific Topsoils, Inc	9,703.90	37,813
37814	06/17/2014	PHAN	Vu Phan	14.56	37,814
37815	06/17/2014	PSE	Puget Sound Energy	8,643.92	37,815
37816	06/17/2014	QBS	Quality Business Systems	351.69	37,816
37817	06/17/2014	PLATT	Rexel, Inc.	444.00	37,817
37818	06/17/2014	RH2	RH2 Engineering Inc	954.93	37,818
37819	06/17/2014	SAM	Sammamish Plateau Water Sewer	3,210.88	37,819
37820	06/17/2014	SSCI	SE Security Consultants, Inc	74.00	37,820
37821	06/17/2014	SEQUOYAH	Sequoyah Electric, LLC	310.47	37,821
37822	06/17/2014	SNYDER	Snyder Roofing of WA LLC	412.81	37,822

Check	Date	Vendor No	Vendor Name	Amount	Voucher
37823	06/17/2014	SONSRAY	Sonsray Machinery LLC	455.56	37,823
37824	06/17/2014	SPRAGUE	SPRAGUE	49.28	37,824
37825	06/17/2014	STANTEC	Stantec Consulting Services	22,780.15	37,825
37826	06/17/2014	SUNBELT	Sunbelt Rentals	510.13	37,826
37827	06/17/2014	TAGS	Tags Awards & Specialties	182.87	37,827
37828	06/17/2014	LIFE	The Lifeguard Store	270.56	37,828
37829	06/17/2014	THYSSENK	Thyssenkrupp Elevator Corp.	1,457.01	37,829
37830	06/17/2014	TRACY	Joseph E. Tracy	430.20	37,830
37831	06/17/2014	ULINE	ULINE	2,265.40	37,831
37832	06/17/2014	FRANKUNI	Murray Franklyn/ Universal Land Con	5,000.00	37,832
37833	06/17/2014	WAFISH	Wa Dept of Fish & Wildlife	1,772.65	37,833
37834	06/17/2014	NELSONCO	Walter E. Nelson Company	246.38	37,834
37835	06/17/2014	WINDWARD	Windward Environmental LLC	3,445.69	37,835
Check Total:				373,089.46	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
37836	06/17/2014	LAKESIDE	Lakeside Industries	181,908.95	37,836
37837	06/17/2014	PSE	Puget Sound Energy	57,168.83	37,837
Check Total:				239,077.78	



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 11, 2014

Originating Department: City Manager

Clearances:

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

Subject: Recreational Marijuana Moratorium

Action Required: Second Reading and adoption of the ordinance
Provide direction to the planning commission

Exhibits: 1. Proposed Ordinance with Attachment A (work program)

Budget: No Impact

Summary Statement:

The passage of Initiative 502 legalized the recreational use of marijuana in Washington State for adults 21 years of age and older, and calls for the State to license marijuana producers, processors and retailers. In October 2013 the comprehensive rules for producers, processors and retailers were issued by the Washington State Liquor Control Board. The State began issuance of producer and processor licenses in March 2014. Because I-502 is silent regarding medical marijuana it creates a separate licensing process for providing marijuana for recreational use and does not affect local regulations for medical marijuana. The Federal government's Controlled Substances Act still prohibits the possession and distribution of marijuana for any purpose.

Background:

The State of Washington rules and requirements related to recreational marijuana are in the process of implementation. And, there remains uncertainty related to other legal issues. It is recommended that the City extend the moratorium on producers, processors and retailers of recreational marijuana and continue the anticipated work program for City zoning regulations related to marijuana facilities.

State law authorizes cities to impose moratoria to maintain the status quo while considering impending zoning, land use or similar regulations (RCW 36.70A.390). A moratorium is valid for six months, and may be renewed if a public hearing is held and findings of fact are made prior to each renewal.

On January 16, 2014, the Washington State Attorney General's Office issued AGO 2014 No. 2 concluding that I-502 does not preempt counties, cities and towns from banning recreational marijuana producers, processors, and retailers within their jurisdiction.



City Council Agenda Bill

And, a recent Washington State Court of Appeals decision upheld a local government's zoning and police power authority to exclude or otherwise regulate medical marijuana-related land uses, and such zoning or police power authority also applies to the regulation or exclusion of recreational marijuana-related land uses.

The City Council is also considering an ordinance related to a prohibition on medical marijuana facilities.

The first reading and public hearing were completed on June 3, 2014.

Recommended Motion:

Second reading and adoption of the Ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2014-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, IMPOSING A MORATORIUM ON THE
ESTABLISHMENT OF CERTAIN MARIJUANA-RELATED
FACILITIES; DEFINING SAID CERTAIN MARIJUANA-
RELATED FACILITIES; ENTERING LEGISLATIVE
FINDINGS; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, recent amendments to Chapter 69.51A RCW have expanded the scope of certain activities involving the use of marijuana for medical purposes, subject to certain conditions; and

WHEREAS, Ordinance Nos. 2011-309, 2012-320, 2012-328, 2013-348, and 2013-361 enacted and extended a moratorium on the establishment, licensing, and permitting of collective gardens within the City and is proposed to be extended; and

WHEREAS, in 2012, the voters of the state of Washington passed Initiative 502 (“I-502”), which authorizes the issuance of marijuana producer, processor and retailer licenses, subject to the proviso that retail sale and certain acts of producing and processing marijuana in accordance with I-502 and implementing regulations shall not be criminal or civil offenses under Washington state law, and subject to the further proviso that no such license shall be issued for any premises within one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older; and

WHEREAS, under I-502 the Washington State Liquor Control Board (“WLCB”) issued final rules concerning implementation of I-502 on October 16, 2013; and

WHEREAS, the WLCB began issuance of marijuana producer, processor and retail licenses to qualified applicants beginning in March 2014; and

WHEREAS, marijuana production, processing and retailing uses and facilities authorized by I-502 must be addressed in the City’s zoning code, but the impacts of these uses are still largely unknown, and the regulations that the City will need to address were recently issued; and

WHEREAS, a work group composed of staff from three state agencies, the WLCB and the Departments of Health and Revenue issued recommendations related to medical marijuana that were forwarded to the Washington State Legislature for consideration in January 2014; and

WHEREAS, on March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments' zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, the Legislature has not taken further action regarding the regulation of medical marijuana and is expected to consider regulations related to medical marijuana throughout the year 2014; and

WHEREAS, the Legislature's consideration of regulations related to medical marijuana may affect the City Council's ability to comprehensively evaluate the need and/or appropriateness of recreational marijuana facilities within the City of Sammamish; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the WLCB's rules and other information, which was implemented by Ordinance 2013-362, effective on January 11, 2014; and

WHEREAS, a public hearing was held on June 3, 2014; and

WHEREAS, the City previously adopted and intends to implement the 2014 work program set forth in Attachment A; and

WHEREAS, the City Council deems it in the public interest to extend the moratorium imposed under Ordinance 2013-362 for a period of six months in order to investigate this issue further, obtain regulatory clarity and guidance from the WLCB's rules and state legislation, and to implement the work program set forth in Attachment A;

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

Section 1. Definitions. As used in this Ordinance, the following terms have the definitions set forth below:

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused

products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

Section 2. Moratorium Imposed. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Sammamish prohibiting the acceptance, processing, or approval of any license, permit, or other ministerial or discretionary approval authorizing the licensing, establishment, maintenance, or continuation of any use of property by a marijuana producer, marijuana processor, or marijuana retailer, or for use by any person for the production, processing, and/or retailing of marijuana.

Section 3. Marijuana Production, Processing and Retailing Prohibited. Pursuant to the moratorium imposed in Section 2 of this Ordinance, marijuana production, processing and retailing as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish while this Ordinance is in effect. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for marijuana production, processing or retailing, and any permits issued for any of these uses in error or based on a vague and/or misleading application description during this moratorium are null and void, and without legal force or effect.

Section 4. Referral to Sammamish Planning Commission. The Sammamish City Council hereby refers this issue to the Sammamish Planning Commission for review and recommendations.

Section 5. Ordinance to Be Transmitted to State Commerce Department. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 6. Recitals Adopted as Findings of Fact. The Sammamish City Council adopts as its preliminary findings of fact the recitals set forth above. The City Council may adopt additional findings in the event that additional public hearings are held or evidence is presented to the City Council.

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 but no sooner or later than the termination of the moratorium imposed by Ordinance 2013-362 (July 11, 2014).

Section 9. Duration. This Ordinance shall be in effect for a period of six months from the effective date set forth above, and shall automatically expire at the conclusion of that six month period unless extended as provided in RCW 35A.63.220 and RCW 36.70A .390, or unless earlier terminated by action of the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF JUNE 2014.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 28, 2014
Public Hearing: June 3, 2014
First Reading: June 3, 2014
Passed by the City Council:
Date of Publication:
Effective Date:

**Attachment A
Recreational Marijuana Regulations
Work Program**

2013	2014	2014	2014	2014
4Q	1Q	2Q	3Q	4Q
<p>Evaluate Washington State Liquor Control Board (WLCB) rules and procedures, actions of peer cities and Association of Washington Cities guidance</p> <p>Review the final WLCB rules, local regulation examples and timeframe</p>	<p>Evaluate locational criteria set forth in the rules as relates to Sammamish, complete mapping</p> <p>Monitor State legislation related to medical marijuana</p> <p>Seek policy guidance from the City Council</p>	<p>Develop options based on WLCB rules, legislation, and policy guidance from City Council</p>	<p>Draft regulations</p> <p>Complete Planning Commission review, public hearing and recommendation to the City Council</p> <p>State Environmental Policy Act (SEPA) review and threshold determination</p> <p>Complete State of Washington Department of Commerce 60 day Notice of Intent to Adopt</p>	<p>City Council review, public hearing, and adoption of regulations</p>



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: May 28, 2014

Originating Department: City Manager

Clearances:

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

Subject: Medical Marijuana Collective Garden Prohibition

Action Required: 2nd Reading and adoption of the ordinance

Exhibits: 1. Proposed Ordinance

Budget: No Impact

Summary Statement: State Law regarding Medical Cannabis is in conflict with Federal Law. The truncated and partially vetoed version of ESSSB 5073 that became effective July 22, 2011, passed many of the governor's concerns to cities, and the passage of Initiative 502 related to recreational marijuana did not provide further clarity.

ESSSB 5073 also provided that cities may adopt and enforce zoning regulations, business license requirements and business taxes for collective gardens.

On March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments' zoning authority to exclude or otherwise regulate collective gardens.

City Council Ordinance No. 2013-361, effective January 18, 2014, continued a moratorium on medical marijuana facilities. The current ordinance prohibiting these facilities within the City would replace the moratorium.

The first reading and public hearing was completed on June 3, 2014.

Financial Impact: None

Recommended Motion: Second reading and adoption of the Ordinance.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2014-

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, PROHIBITING THE ESTABLISHMENT,
LOCATION, OPERATION, LICENSING, MAINTENANCE
OR CONTINUATION OF MEDICAL MARIJUANA
COLLECTIVE GARDENS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, in 2011, the Legislature passed ESSSB 5073 authorizing medical marijuana “collective gardens” designed to provide certain qualifying patients with the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the Governor signed ESSSB 5073 but vetoed several sections of the bill; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law, which was implemented by Ordinance No. 2011-309 on July 18, 2011 and extended by Ordinance No. 2012-320, effective January 18, 2012, Ordinance No. 2012-328, effective July 18, 2012, Ordinance No. 2012-340, effective January 18, 2013; Ordinance No. 2013-348, effective July 18, 2013; and Ordinance No. 2013-361, effective January 18, 2014; and

WHEREAS, on March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments’ zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, a public hearing was held on June 3, 2014; and

WHEREAS, the City Council finds and determines that the prohibition of collective gardens would protect the public safety, morals, health and welfare;

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

Section 1. Medical Marijuana-Related Uses Prohibited. The City of Sammamish hereby prohibits the establishment, location, operation, licensing, maintenance or continuation of medical marijuana collective gardens within the City of Sammamish. A “collective garden” is

any area or location where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in ESSSB 5073 or otherwise.

Section 2. No Business Licenses Issued. Collective gardens as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for a collective garden.

Section 3. Findings of Fact. The above “Whereas” clauses of this Ordinance constitute specific findings of fact by the City Council in support of passage of this Ordinance.

Section 4. Moratorium Terminated. The six-month moratorium established pursuant to Ordinance No. 2013-361 shall terminate upon the effective date of this Ordinance.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be effective five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON _____, 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Exhibit 1

Filed with the City Clerk: May 28, 2014
Public Hearing: June 3, 2014
First Reading: June 3, 2014
Passed by the City Council:
Date of Publication:
Effective Date:



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 9, 2014

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Appointing one member to the Beaver Lake Management Board

Action Required: Approve resolution appointing member to the Beaver Lake Management Board

Exhibits: 1. Draft Resolution

Budget: N/A

Summary Statement: Currently, there are two vacancies on the Beaver Lake Management District's five-member Board. Recruitment for these positions has been on-going. Joe McConnell has submitted an application for the board. He lives within the Beaver Lake Management District and is a resident of the City of Sammamish. Staff recommends appointing Mr. McConnell to the board without going through the usual interview process since the board has been operating with only three members for several months. The term will expire in 2017. Recruitment will continue to fill the last remaining position.

Background: On June 19, 2006 the City Council created the Beaver Lake Management District. RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners. The members should be representative of the diversity among property owners within the Beaver Lake watershed. They are expected to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures. Terms for the management district are five years in length.

Financial Impact: N/A

Recommended Motion: Adopt resolution appoint one member to the Beaver Lake Management District Board.

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: June 10, 2014

Passed by the City Council:

Resolution Number R2014-___



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 11, 2014

Originating Department: Public Works

Clearances:

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

Subject: 212th Way SE Preliminary Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc., for the purpose of developing a preliminary design and construction estimate for 212th Way SE.

Exhibits: Agreement for Services

Budget: \$300,000 budgeted in the adopted Capital Contingency Reserve within the Transportation Capital Improvement Fund

Summary Statement

The Public Works Department is using the professional services of Gray and Osborne to prepare a conceptual plan and construction estimate for 212th Way SE road improvements from East Lake Sammamish Parkway to 212th Ave SE.

Background

212th Way SE (commonly referred to as Snake Hill Road) is one of the three main southern routes used to access the plateau. The original road was constructed poorly with an inadequately compacted roadway base. Past engineering analyses of the roadway have determined that catastrophic failure of the road is not likely. However, the road embankment will continue to shift and slide, gradually requiring re-occurring maintenance of the pavement, roadside ditches, and guardrail until the loosely compacted soils can be replaced or stabilized.

The Public Works Department desires to work with Gray and Osborne's engineering design team to develop a conceptual plan and construction estimate which will provide useful information to be evaluated by the City Council during the 2015-2016 budget development process later this year. A conceptual plan and preliminary engineering design is needed to better determine the amount of impacts and cost necessary for construction of retaining walls; treatment for storm water quality and quantity; mitigation for wetland impacts; and right-of-way needs.



City Council Agenda Bill

Financial Impact:

The Transportation Capital Improvement Fund includes a budget line item for 212th/Snake Hill Contingency that is currently unfunded. Consequently, the cost for this preliminary engineering analysis is proposed to come from the \$300,000 budgeted in the Transportation Capital Contingency Reserve. It is not anticipated that the contingency reserve funds will be needed for this year's capital projects. Costs for projects completed thus far in 2014 have been under budget. Projects under way are forecast to be on or under budget.

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc., for the purpose of developing a preliminary design and construction estimate for 212th Way SE in the amount of \$149,833 with a management reserve of \$15,167 for a total contract not to exceed amount of \$165,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Gray and Osborne, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " D "

A sum not to exceed \$165,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

7. Insurance.

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

Jim Grueber
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: 425-295-0566
Email jgrueber@sammamish.us

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

Company Name Gray and Osborne, Inc.
Contact Name Brian Sourwine
Street Address 701 Dexter Avenue North, Suite 200
City, State Zip Seattle, WA 98109
Phone Number 206-284-0860
Email bsourwine@g-o.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Thomas M. Zerkel

Print Name: _____

Print Name: Thomas M. Zerkel

Title: City Manager

Title: President

Date: _____

Date: June 12, 2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A - SCOPE OF SERVICES

CITY OF SAMMAMISH

212TH WAY PRELIMINARY DESIGN (EAST LAKE SAMMAMISH PARKWAY TO NEAR SE 39TH STREET)

BRIEF PROJECT UNDERSTANDING

The City of Sammamish (City) desires to retain the services of Gray & Osborne, Inc. (G&O) to develop conceptual plans and preliminary construction cost estimates for the contemplated road improvements. Road improvements typically include an 11'-0" travel lane in each direction, 5-foot paved shoulders, retainage walls, slope stabilization and storm drainage improvements (collection, conveyance, treatment and detention). The G&O services contemplated under this contract are more particularly described as follows and are based on the assumptions also noted herein.

Task 1 – Project Management

Objective: Provide overall project management, coordination with City, monthly progress reports, and invoicing.

- A. Provide overall project management services including:
 - 1. Project staff management and resource allocation.
 - 2. Review and manage project budget and schedule of deliverables.
- B. Prepare and submit written progress reports with monthly invoices.
- C. Coordinate the project and contract with City project manager.

Task 2A – Data Acquisition (Survey)

Objective: To obtain topographical and right-of-way information via research and field survey suitable to support 30 percent design (targeted delivery date is 5 weeks from Consultant receipt of Notice to Proceed).

- A. Research and acquire current records of surveys, plat maps, assessor maps, and other available "recorded" information (County files) to be utilized for calculating and establishing rights-of-way by or under the direct supervision of a licensed professional land surveyor (PLS). Identify and map centerline of rights-of-way (existing and/or proposed) in the 212th Way corridor.
- B. Establish vertical and horizontal control suitable for survey, mapping and design of the project corridor and on City of Issaquah approved datum.

- C. Acquire topographical survey as further noted in Item E below. Topographical survey will include acquisition of obvious physical features in sufficient detail to support 30 percent design.
- D. Incorporate electronic data/files and create base maps of project corridor.
- E. Provide, more specifically, the following services in the 212th Way corridor:
 - 1. Identify, acquire and map abutting parcel/property lines. Identify, acquire and map "spot elevations" of road centerline at approximately 50-foot intervals, as well as edge of roadway (pavement) elevations on both sides of road at these 50-foot intervals. Identify, acquire and map "spot elevations" of existing ground/slopes at approximately 100-foot intervals for 30 feet adjacent to both edges of pavement.

Note: The survey and mapping as identified within this scope of work shall be suitable to support 30 percent design efforts.

Task 2B – Data Acquisition (Drawings, Reports, etc.)

Objective: To obtain pertinent and available information, data, record drawings, and geotechnical information which may be on file with the City of Sammamish. G&O shall be able to rely on this information as being accurate for the purposes intended in this scope of work (targeted delivery date is 5 weeks from Consultant receipt of Notice to Proceed).

- A. Acquire and review record drawings or "as-built" drawings of City-owned infrastructure from the City as may be available and pertinent to the Project.
- B. Acquire existing and available digital aerial mapping file (LIDAR) of project area from City of Sammamish. Aerial map typically include topographical data only.
- C. Take photographs (approximately 100 feet) for review and files.

Task 3 – Preliminary Geotechnical Analysis (targeted delivery date is 8 weeks from Consultant receipt of Notice to Proceed)

- A. Subcontract and coordinate geotechnical work with a qualified and licensed geotechnical firm.

- B. Review and comment on subconsultant submittals.
- C. Provide these additional services via our geotechnical subconsultant, Terracon.
 - 1. **Subsurface Exploration** – Terracon proposes to advance fourteen geotechnical borings to depths of 20 to 30 feet below existing site grades. Ten of the borings would be advanced from the roadway and four down slope on the existing roadway embankment. Six of the borings would be located in the vicinity of the lower, recently repaired landslide, below the hairpin curve, with the other eight borings would be located above the landslide area previously investigated by King County's material laboratory. In addition, two of the borings advanced in the roadway, one located above the hairpin curve, and one below, will be developed into groundwater monitoring wells with flush mount monuments. The purpose of the investigation would be to investigate areas that have experienced historical slope movement and to provide recommendations to support a 30 percent design effort for reconstruction of the roadway to a stable configuration with two 11-foot-wide travel lanes with 5-foot-wide shoulders.

Disturbed, but representative, soil samples will be obtained on 2.5 to 5-foot depth intervals in general accordance with the Standard Penetration Test method (ASTM D 1586). The borings will be advanced under the direction and observation of an engineering geologist or a geotechnical engineer from their firm. Their representative will log the subsurface conditions, collect representative samples, and place them in moisture tight containers for return to our laboratory. The borings will be backfilled in accordance with the Washington State Department of Ecology requirements upon completion of drilling and sampling. Drill cuttings will be disposed onsite unless contaminated soils are encountered. If they encounter contaminated soils, they will notify you immediately, place the cuttings in 55-gallon drums, and leave them onsite. Environmental characterization of contaminated soils and disposal are not included in the scope of the geotechnical study; however, they can provide a scope and cost to perform these services if required.

Terracon will contact the Utility Location Service prior to completing our explorations in order to have documented underground utilities located.

2. **Laboratory Testing** – Terracon will conduct a limited laboratory testing program consisting of index testing (grain size analysis, plastic limits, and moisture contents) on selected samples in order to characterize the general soil properties.

3. **Engineering Analysis and Report Preparation** – Based on the findings of their subsurface exploration and laboratory testing, Terracon will perform geotechnical engineering analyses and prepare a geotechnical report. Terracon would use the existing geotechnical study as a base to build upon to support the 30 percent roadway design. The following summaries, conclusions and recommendations would be presented in the geotechnical report:
 - Site and project description;
 - Description of the field exploration and summary logs of the borings;
 - Vicinity map and plan showing the approximate location of the borings;
 - Descriptions of the soil and groundwater conditions observed;
 - Slope stability analysis at areas of historical movement for existing and rebuilt roadway geometries in order to refine retaining wall/reinforced slope reconstruction recommendations;
 - Analysis of segmental block gravity walls as an alternative to the soldier pile cut walls presented in the previous geotechnical report;
 - Embankment recommendations including reinforced slopes, rock, and soil fill materials;
 - Cut and fill retaining wall design recommendations;
 - Buried storm water facilities (vaults) and surface facilities (ponds) recommendations;
 - Utility trench recommendations;
 - Subsurface drainage options;
 - Shoring design criteria, and;
 - Geotechnical construction recommendations.

Terracon will provide an electronic copy (PDF) of the geotechnical report. Terracon would initially issue the geotechnical report as a draft for review by the design team and City. A final report would be issued upon resolution and incorporation of comments.

4. **Geotechnical Consultation** – Terracon would provide geotechnical consultation and support, as required, to support the 30 percent design of the roadway. This would include coordination meetings/conference calls, review of plans for the conformance to the geotechnical recommendations, assisting in cost estimating of retaining walls, and other geotechnical/wall design support as requested.
5. **Assumptions** – Terracon’s fee is based on the following assumptions:
 - Site access permission for drilling will be obtained by the client.
 - The road would be closed during the subsurface exploration.
 - The exploration program would require the roadway to be closed for three to four days for a minimum of 8 hours each day.
 - Some disturbance vegetation at boring locations off the roadway will occur as result of the exploration.
 - Contaminated soils are not encountered.
 - Cuttings from exploration borings will be left onsite. Provided the soils are not contaminated, the soils could be removed upon request for an additional cost of \$600 to the client.

Please note that the proposed scope of work is intended for 30 percent design of the project, and additional geotechnical input likely will be needed during the final PS&E phase of the project.

Task 4 – Wetland and Stream Reconnaissance (targeted delivery date is 9 weeks from Consultant receipt of Notice to Proceed)

- A. Screen the current road corridor and note the locations and classifications of jurisdictional wetlands, buffers and streams from East Lake Sammamish Parkway to SE 39th Street. Wetland screening will follow methodology from the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region Version 2.0. Noted wetland areas will be classified using the Washington State Wetland Classification system developed by the Department of Ecology and used by the City of Sammamish and the Army Corps of Engineers.
- B. Prepare a technical memorandum outlining the findings of the wetland screening effort and summarizing regulatory requirements for

reconstruction/relocation of the roadway. This will include a discussion of compliance requirements of the Sammamish Critical Areas Ordinance, State Hydraulic Code, State Wetland regulations and Federal Clean Water Act.

- C. Prepare a wetland/stream plan view sketch showing approximate locations of noted wetland, buffers and stream features.

Task 5 – Conceptual Roadway Layout (Strip Map) (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To develop two separate conceptual level (30%) roadway plan view drawings based on City provided typical cross-sections suitable for developing detailed preliminary construction cost estimates. One concept will include a sidewalk adjacent to the back of new curb and the other concept will not have sidewalks.

- A. Utilize topographic survey and available mapping to layout proposed (conceptual) transportation improvements. Conceptual layout will be in a scale suitable for use in City meetings and to develop cost estimates.
- B. Utilize existing City “standard details” provided by the City for typical roadway sections for the purpose of estimating quantities for typical roadway materials, illumination, storm, etc., for cost estimating. Perform limited, minor roadway modeling to assist with excavation/fill quantities and preliminary proposed retaining wall locations.
- C. Signalized intersection improvements or modifications will not be shown in detail but referenced on drawings and be generally shown schematically.
- D. Develop “typical” cross-section exhibits of proposed roadway improvements utilizing City standards/City provided typical cross-section as basis (suitable for estimating purposes only).
- E. Identify potential utility impacts based on preliminary concepts. G&O shall be able to rely on information provided “by others” to complete this task.
- F. Identify potential storm drainage facilities for conveyance, treatment and detention of stormwater. Additionally, identify potential for direct discharge to the lake (no detention).

Task 6 – Preliminary Construction Cost Estimates and Preliminary Design Summary (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To develop detailed “preliminary construction cost estimates” with summary for the proposed improvements as further stated herein (see list of assumptions).

- A. Develop preliminary (30 percent level) construction cost estimate with design summary. Cost estimates will include:
 - 1. Roadway Improvements (including illumination, roadway, storm, etc.) based on typical cross-section provided/approved by City.
 - 2. Signal Modifications (based on our general knowledge of proposed improvements and similarly sized and types of projects).
 - 3. Retaining Wall/Slope Reinforcement costs based upon City concurrence of preferred wall/slope option(s).
 - 4. Environmental mitigation construction costs.

Task 7 – Property Acquisition (Acreage) Calculations (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To calculate the approximate right-of-way “takes” based on a typical roadway “footprint.” “Area calculations” will be averaged and rounded based on the “approximate alignment” of the “conceptual layout.”

- A. Calculate approximate area “takes” for individual parcels based on the alignment of the conceptual drawings. Note: this work will be approximate only, as the exact roadway alignment will not be determined in this scope and property lines will be approximate only. Work does not include property/easements for storm outfall to the lake.

Task 8 – Quality Assurance/Quality Control (QA/QC) Review

Objective: To evaluate product deliverables, risk management issues, proposed alignments, cost estimates, and related documentation and provide comments applicable thereto.

- A. Conduct one QA/QC review by senior project team members and related staff to access project in general and provide recommendations on cost estimates, alignment, risk management issues, etc. Invite City and its agents to participate as may be desired by City.

Task 9 – Project Meetings

Objective: To discuss project in general to include type and nature of deliverables, provide comments (written and/or verbal as required) applicable to City project manager.

- A. Conduct one preliminary meeting (kick-off meeting) at beginning of project with City regarding conceptual layout provided (2 hours maximum assumed).
- B. Conduct a final meeting with City to review project deliverables. Incorporate or address project comments provided by City as required prior to final submittal.

PROJECT ASSUMPTIONS

Note: Our engineering scope and fees assumes the following:

- 1. No historical or cultural survey work is included in this Proposal.
- 2. Our cost estimate will assume suitable structural soils exist to construct the improvements, unless available geotechnical data indicates otherwise.
- 3. Our fee estimate does not include any permit applications or acquisition or coordination with permitting agencies.
- 4. Our scope does not include title reports, record of survey(s), resolution of property line, right-of-way line discrepancies/errors, nor meeting with property owners.
- 5. Our scope does not include any traffic analysis/design or illumination analysis.
- 6. Our scope does not include detailed stormwater modeling or sizing. Only preliminary analysis will be conducted. City will provide stormwater TIR for any off-site system flows.
- 7. City to close 212th Way to traffic to allow on-site geotechnical work and topographic survey. Closures shall be on weekends and coordinated in advance with City Project Manager.

DELIVERABLES

- Electronic copy of all G&O generated products, photographs, and cost estimates.
- Hard copy of all G&O generated products.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACHMENTIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Account Number:
Date:

Authorization to Consultant: \$ _____

Approved for Payment by: _____ Date: _____

<i>Finance Dept.</i>
Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT "D"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Sammamish - 212th Way Preliminary Design

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Preliminary Design	18	276	272	98	40	80
Hour Estimate:	18	276	272	98	40	80
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$56	\$33 to \$43	\$14 to \$27	\$34 to \$38	\$45 to \$60
Estimated Hourly Rates:	\$56	\$44	\$32	\$28	\$38	\$66
Direct Labor Cost:	\$1,008	\$12,144	\$8,704	\$2,744	\$1,520	\$5,280

Subtotal Direct Labor:	\$ 31,400
Indirect Costs (180%):	\$ 56,520
Total Labor Cost:	\$ 87,920
Fee (15%):	\$ 13,188
Subtotal Labor & Fees:	\$ 101,108
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 525
Subconsultant:	
The Watershed Company	\$ 5,000
Terracon	\$ 43,200
TOTAL ESTIMATED COST:	\$ 149,833

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 11, 2014

Originating Department: Parks and Recreation

Clearances:

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

Subject: Sammamish Community and Aquatic Center Project, Building Commissioning Services

Action Required: Authorize the City Manager to award and execute a contract with Engineering Economics, Inc. to provide building commissioning services for the Sammamish Community & Aquatic Center Project.

Exhibits: Consultant Contract

Budget: The project budget for the Sammamish Community and Aquatic Center is \$34,500,000 of which approximately \$3,000,000 is allocated for consultant services and other "soft costs." This contract is not to exceed \$70,610.00.

Summary Statement:

The City is committed to commissioning the proposed facility to ensure that all building mechanical and plumbing systems and controls are functioning properly upon occupancy, and that the operating staff have adequate system documentation and training. Under this contract, the consultant shall function as the Commissioning Authority to lead, review and oversee the building commissioning process for the project.

Services will include the verification of the installation and performance of systems to be commissioned consistent with the standard of care currently being executed in Washington. Commissioned systems include HVAC systems and controls, domestic hot water system and grey water system. Commissioning shall verify that systems are installed correctly and functionally perform under partial and full load conditions.

A pressure test of the building is anticipated under the scope of work of this contract. A separate consultant has been retained (under the current design and construction administration contract with Barker Rinker Seacat Architects) to review the building envelope as well as for aquatic commissioning.

The City requested qualification packages for building commissioning services from five firms on the shared procurement portal roster. Of the three firms that responded, Engineering Economics, Inc. was selected to be the most qualified. Examples of their experience with similar projects include the Rainier



City Council Agenda Bill

Beach Community Center (Seattle), the Firstenburg Community Center (Vancouver) and the Western Washington University Student Recreation Center (Bellingham).

Project Background:

The Sammamish Community and Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public library. The project also includes an access loop road, structured parking and surface parking. The building includes a 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, a main and auxiliary gym, a jogging track, fitness space and group fitness rooms, a break room, a family center room, meeting space, child watch areas and administrative areas.

An overview of the project timeline is provided below:

Schematic Design	April to June 2013 (complete)
Design Development	June to October 2013 (complete)
Construction Documents	October 2013 to February 2014 (complete)
Permit Review	January to May 2014 (complete)
Bidding	April to May 2014 (complete)
Contract Award	May to June 2014 (complete)
Construction	June 2014 to December 2015

Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.

Financial Impact:

The total requested authorization for this contract with Engineering Economics Inc. is \$70,610.00.

The total project budget for the community center project is \$34,500,000. This budget includes an allocation for consultant services and other "soft costs" in the amount of \$3,003,436.56. Commissioning services was anticipated as part of this project and funding was allocated in the consultant budget.

Recommended Motion:

Authorize the City Manager to execute a contract with Engineering Economics Inc. for \$70,610.00 for building commissioning services for the Sammamish Community & Aquatic Center project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Engineering Economics, Inc.

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " __ "

A sum not to exceed \$70,610.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 1

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company Name Engineering Economics, Inc.
Contact Name Scott Usselman, PE, LEED AP, CxA
Street Address 1201 Western Avenue, Suite 325
City, State Zip Seattle, WA 98101
Phone Number (206) 622-1001
Email Scott.Usselman@eeengineers.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Print Name: _____

Print Name: Jeffrey Nichols

Title: City Manager

Title: Principal

Date: _____

Date: 5/27/14

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A



Engineering Economics, Inc.

1201 Western Avenue, Suite 325
Seattle, Washington 98101

telephone: 206.622.1001
facsimile: 206.622.5747

May 22, 2014

Anjali Myer, Project Manager
City of Sammamish
Department of Parks and Recreation
801 228th Avenue SE
Sammamish, WA 98075

**Re: Sammamish Community & Aquatic Center
Commissioning Services
Proposal No. 03-14234**

Dear Anjali:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for commissioning of the Sammamish Community and Aquatic Center located in Sammamish, WA.

SCOPE OF WORK

Building commissioning services will be provided per the Scope of Work described below to achieve building performance for functionality, energy efficiency, reliability and maintainability:

1. Develop a commissioning plan.
2. Conduct up to 12 commissioning meetings.
3. Assist, with the contractors, to develop project-specific Installation Verification Forms.
4. Develop project-specific functional performance test procedures.
5. Log issues reports and track each issue to resolution.
6. Perform construction observations, documenting deficiencies and recommendations.
7. Review contractor testing documentation.
8. Coordinate and schedule commissioning with the construction manager.
9. Witness and document functional testing performed by contractors.
10. Issue final commissioning report.

Systems and equipment to be commissioned are to include the following:

Mechanical

1. Air handling units (3)
2. Rooftop units w/AC (9)
3. Make-up air (1)
4. Miscellaneous fan (14)
5. Energy recovery unit (1)
6. Terminal boxes (20) – 10% testing
7. Electric unit heater (1)
8. Fan coil units w/Dx cooling (2)
9. Boiler (2)

Exhibit 1

Anjali Myer, Project Manager
May 22, 2014
Page 2

10. Heating water pumps (4)
11. Hyrdonic unit heater (1)
12. Radiant heaters (5)
13. Heat exchangers (4 with 1 pump)
14. Domestic how water system with pumps (2 tanks – 1 pump)
15. Grey water system (1 Pump)
16. Pumps—reclaim water and sanitary sump (2)
17. Review testing and balancing (TAB) plan
18. Spot-check TAB results with contractor
19. Building automation and temperature controls system, including front end and integration

Electrical

1. Lighting control system
2. Central battery system
3. Integrated system testing

Building Pressure Testing

Note: For building pressure testing, we assume the mechanical contractor will seal off all air opening not being used for the testing. Also the general contractor will seal off openings and doors required for testing.

FEE

Engineering Economics Inc. will provide the above scope of work on a Not-to-Exceed basis:

Commissioning Services (as described above)	\$69,290
Reimbursable Expenses (misc. binders, reports, etc.)	<u>1,320</u>
Total Base Scope	<u>\$70,610</u>

Any additional services requested beyond the agreed scope will be performed at our standard hourly rates. Our standard rate schedule is attached.

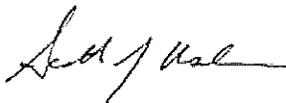
TERMS AND CONDITIONS

Terms and conditions will be per our standard Terms and Conditions, as attached.

We very much look forward to working with you.

Sincerely,

Engineering Economics, Inc.



Scott Usselman, PE, LEED® AP, CxA

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 84-0942005

Social Security No.: _____

Print Name: Jeffrey Nichols

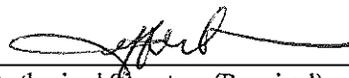
Title: Principal

Business Name: Engineering Economics, Inc.

Business Address: 780 Simms Street, Suite 210, Golden, CO 80401

Business Phone: 303.239.8700

5/27/14
Date


Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 10, 2014

Originating Department: Parks and Recreation

Clearances:

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

Subject: Sammamish Community and Aquatic Center Project, Construction Materials Testing and Special Inspection Services

Action Required: Authorize the City Manager to award and execute a contract with Kleinfelder to provide construction materials testing and special inspection services for the Sammamish Community & Aquatic Center Project

Exhibits: Consultant Contract

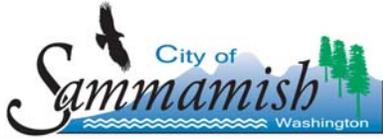
Budget: The project budget for the Sammamish Community and Aquatic Center is \$34,500,000 of which approximately \$3,000,000 is allocated for consultant services and other "soft costs." This contract is not to exceed \$101,819.60.

Summary Statement:

The scope of work under this contract consists of geotechnical engineering inspection and materials testing to verify that material installed in place reflects the quality indicated in the plans and specifications. Geotechnical engineering materials and testing services will include foundation subgrade verification and compaction testing for all site retaining walls, basement walls and spread footings, driveways and the parking areas. Services will also consist of monitoring of rockery wall construction, placement and compaction of import fill and trench backfill, and placement of regular and porous asphalt. Sampling of concrete and asphalt is also included in the scope of work.

The main building of the Community and Aquatic Center includes concrete footings, slab on grade, retaining walls, concrete shear walls and a composite floor system with 12" hollow core precast concrete planks over the lap pool, a steel roof structure with glue-lam beams over the leisure pool area and steel brace frames. The parking garage is at two levels with reinforced concrete construction with a post tensioned upper level slab.

In addition to the work described previously, the International Building Code prescribes a minimum amount of testing to demonstrate code compliance for key structural systems for both the building and the parking garage and associated site improvements. Testing is anticipated to include structural testing and inspections for all reinforced concrete, post tension decks tendon placement and stressing, structural steel welding and high strength bolting.



City Council Agenda Bill

The City requested qualification packages for construction materials testing and special inspection services from six firms on the shared procurement portal roster. City staff were unable to negotiate a satisfactory fee for services with the first firm selected, and thus moved onto the second firm, Kleinfelder. Kleinfelder has done several projects with the City of Sammamish, including City Hall and the Maintenance and Operations Center.

Project Background:

The Sammamish Community and Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public library. The project also includes an access loop road, structured parking and surface parking. The building includes a 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, a main and auxiliary gym, a jogging track, fitness space and group fitness rooms, a break room, a family center room, meeting space, child watch areas and administrative areas.

An overview of the project timeline is provided below:

Schematic Design	April to June 2013 (complete)
Design Development	June to October 2013 (complete)
Construction Documents	October 2013 to February 2014 (complete)
Permit Review	January to May 2014 (complete)
Bidding	April to May 2014 (complete)
Contract Award	May to June 2014 (complete)
Construction	June 2014 to December 2015

Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.

Financial Impact:

The total authorization amount requested for this contract is \$117,092.54. This includes a contract with Kleinfelder in the amount of \$101,819.60. The remaining authorized amount of \$15,272.94 will cover additional services (if needed), to be administered by the City Manager.

The total project budget for the community center project is \$34,500,000. This budget includes an allocation for consultant services and other "soft costs" in the amount of \$3,003,436.56. Construction materials testing and special inspection services was anticipated as part of this project and funding was allocated in the consultant budget.

Recommended Motion:

Authorize the City Manager to execute a contract with Kleinfelder for \$101,819.60 for construction materials testing and special inspection services for the Sammamish Community and Aquatic Center project and authorize an additional 15% contingency (total authorization not-to-exceed \$117,092.54) for additional services if needed.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Kleinfelder

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance defined herein as services performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession practicing in the same locality, under similar conditions and at the date the services are provided (Standard of Care).
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$101,819.60.

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. All re-use or reliance of Consultant's documents outside the intended scope or project shall be at the user's sole risk and without liability to Consultant.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Exhibit 1

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

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

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

Company Name Kleinfelder
Contact Name Rick Della, Operations Manager
Street Address 14710 NE 87th Street, Suite 100
City, State Zip Redmond, WA 98052
Phone Number (425) 636-7900
Email Rdella@kleinfelder.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Print Name: _____

Print Name: Abe Izon

Title: City Manager

Title: Regional Delivery Manager

Date: _____

Date: 11-June, 2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney



June 9, 2014
Kleinfelder Proposal No: MG140402.001P

Ms. Anjali Myer, PLA
Parks Project Manager
City of Sammamish
801-228th Avenue SE
Sammamish, WA 98074

**Subject: Proposal to Provide Special Inspection and Testing Services
Sammamish Community and Aquatic Center
Sammamish, WA 98075**

Dear Ms. Myer,

Kleinfelder is pleased to present this proposal to provide construction materials testing and special inspection services for the proposed Sammamish Community and Aquatic Center project, located in Sammamish, Washington. The purpose of our services will be to provide the City of Sammamish field data and information in order to assess compliance with the project plans and specifications. We welcome the opportunity to be part of the Project Team. The following proposal presents: our understanding of the project, the scope of services we anticipate providing, an estimate of our fees, authorization, and our limitations.

PROJECT UNDERSTANDING

We understand that the project will consist of materials testing and special inspection services during construction of a new community and aquatic center with an adjacent parking garage. The community and aquatic center building will consist of approximately 68,500 square feet on two floors including two pools in the lower level. An adjacent parking garage will consist of two levels of parking with a total area of approximately 64,000 square feet. The Community and Aquatic Center will be of structural steel construction with concrete slab floors, light gage metal framed and concrete walls. The parking garage will be entirely reinforced concrete construction with a post tensioned upper level slab. Both of the structures are supported on concrete foundations. Appurtenant construction will include a water slide, canopies, pavement, underground utilities, and landscaping. The project falls under the jurisdiction of the City of Sammamish in Washington.

Our understanding of the project was based on our experience with similar projects in the same jurisdiction including the City of Sammamish Commons project and a cursory review of the project drawings and specifications dated April 8, 2014.

If the project understanding is different than described, please contact us so we can adjust our scope.

SCOPE OF SERVICES

The scope of services for this project was based on information provided by Barker Rinker Seacat Architecture representing the project owners as their Architect. The estimated durations, quantities and services should be considered approximate and also subject to change based on the contractor's actual methodology and work schedule. As the contractor has not yet put together a project construction schedule, we have estimated work element durations and sequencing based on our prior experience with similar projects but without access to project specific contractor schedules or work plans.

Kleinfelder will provide a project manager to coordinate and provide oversight of our field personnel for our services. The project manager and main point of contact assigned to this project is anticipated to be Rick Della. Day to day project execution will be conducted by our proposed assistant Project Manager Teajalam Gounden. Kleinfelder will staff the project from our Redmond office with inspector's and technician's appropriately certified and approved by the jurisdictional authority to perform inspection services on each element of work being observed, tested, or inspected. Our Redmond office and materials laboratory are located 9 miles from the project site. The following lists the anticipated scope of services to be provided by Kleinfelder:

TASK 1 - GEOTECHNICAL TESTING

A.) We will provide personnel on a periodic basis to evaluate condition and adherence to the project plans, specifications, and recommendation of the geotechnical report. We anticipate performing the following Geotechnical and field inspection activities.

- Subgrade Verification
- Trench Backfill Verification
- Aggregate Compaction
- Installation of Block Walls
- Installation of Rockery Walls
- Soil Bearing Capacity of Stormwater Retention Vaults
- Fill Density Testing of the North Access Road

TASK 2 – SPECIAL INSPECTION AND MATERIALS TESTING

A.) Reinforced Concrete Special Inspection & Testing

Our services are anticipated to include: periodic reinforcing steel inspection, continuous observation and inspection during cast-in-place concrete placement, and continuous observation and inspection during shotcrete placement. Slump, temperature, and air content tests will be performed and concrete specimens will be cast for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our Redmond laboratory after the initial on-site curing period. Copies of batch tickets for all concrete placed will be monitored during placement for mix compliance and copies retained for loads sampled and tested. We have assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate and admixtures) will be submitted to eliminate qualification testing by us. We have not included concrete batch plant inspection or rebar tensile testing as part of this proposal. Kleinfelder can provide these services if desired following our receipt of appropriate authorization.

B.) Proprietary Anchor & Epoxy Reinforcement Inspection

Our services will include observation during installation of proprietary anchors and epoxy reinforcing steel dowels. Observation will be made of the product used, expiration date if applicable, and conformance of installation to the ICC product research report and manufacturer recommendations. We have assumed that pull testing of anchors is not required at this time. Should this be required or requested we will prepare an estimate and scope of services for approval prior to performing these tests. If additional anchor or epoxy inspection is required due to contractor means and methods, we will inform you of this change and any modification to our anticipated fee to accommodate these additional inspections.

C.) Post-tension Concrete Special Inspection

Our services are anticipated to include: periodic reinforcing steel and tendon inspection, continuous observation and inspection during cast-in-place concrete placement, and continuous inspection and observation during stressing, cutting, and sealing of post tension tendons. Inspection will include observation of tendon size, placement, and profile during placement monitoring and observation and recording of elongation during stressing. We have not included tendon tensile testing as part of this proposal. Kleinfelder can provide these services if desired following our receipt of appropriate authorization.

D.) Structural Steel & Welding Inspection

Our services will include periodic / continuous observation and inspection during field and shop welding and fabrication of structural steel members (including reinforcing steel and light gage framing) and review of welding procedure specifications and welder qualifications. Continuous observation and inspections will be performed for complete joint penetration and fillet welds per IBC and AISC 360. If non-destructive testing is required, we are prepared to provide these services following receipt of proper authorization of services. During structural steel bolting and fit up, our services will include periodic and continuous observation and verification of procedures followed for tightening and tensioning bolts as required by the plans and specifications. We have assumed that samples of high strength bolts, washer, and nut assemblies will not be tested by our inspectors prior to use on the project.

TASK 3 – MATERIALS TESTING

A.) Laboratory Testing Services

Laboratory testing will be performed in conjunction with the field-testing and observation described above in accordance with the plans, specifications, and local jurisdictional requirements to evaluate that project materials comply with project requirements and are suitable for their intended use. During concrete construction, our services are anticipated to include compressive strength testing of structural concrete strength specimens. During earthwork construction our services are anticipated to include moisture density relationships (Proctor curves), sieve analysis and moisture density testing. During placement of Hot Mix Asphalt laboratory testing is anticipated to include gradation, moisture Content and Rice Values. During placement of Porous Concrete field inspection will include daily testing of wet concrete density and laboratory testing of void content. We have assumed core test samples will be provided from test panels by the contractor.

TASK 4 – PROJECT MANAGEMENT & REPORTS

A.) Project Management

Our field lead will review the daily progress reports during construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor's construction superintendent, designated design professionals, and your responsible representative. Project Management will conduct periodic field visits and provide consultation to the design team, as needed during the project. Upon completion of the project, we will provide a final summary report to document the inspection services conducted.

B.) Preconstruction Meeting & Report / Plan Review

Kleinfelder's project lead and project manager will attend a preconstruction conference to review the project requirements and testing guidelines. We have budgeted for one three-hour meeting at the project site. Prior to this meeting, our project lead and project manager will perform a review of the project plans, specifications, and contractor schedule in preparation for this meeting.

C.) Review of Submittals

Kleinfelder will provide a review of Requests for Information and contractor submittals as requested for soils placement and compaction, and Geotechnical Special Inspection requirements.

D.) Reports

Our certified field staff will prepare daily field reports detailing work items observed with a copy provided to the owner and to the general contractor superintendent on-site prior to leaving the site. At the completion of the project, our project manager will prepare a final summary report to document the services we have performed.

It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the Client in writing); or (4) job site safety.

ESTIMATED FEES

Based on the scope of services provided, we have developed a tentative budget estimate of \$101,819.60 (Attachment A). Should the construction schedule require a lesser or greater amount of service than that estimated herein, the cost for construction testing services would vary accordingly. A detailed summary of our estimated fees is presented in Attachment A, for your review.

We propose our services be compensated on a time-and-expense basis based on 2-hour minimums for our inspectors, with hourly increments thereafter. It should be noted that the fee rates shown in Attachment A are inclusive of labor costs and standard equipment charges. Equipment that is non-standard (coring equipment, rebar locators, floor flatness equipment, etc.) will be invoiced on a per unit use basis in accordance with our current fee schedule. Mileage

charges will be invoiced at a rate of \$0.56 per mile. All services will be invoiced on a portal-to-portal basis from our Redmond office which is located less than nine miles from the project site. Services requested and not listed in this proposal may be provided and will be charged in accordance with our 2013 Fee Schedule.

While we are diligent in our review of the project schedule and plans, it may be possible for deviations to occur once the project has begun. The actual cost of our services will depend largely on the contractor's efficiency and actual schedule and progress, as well as impact of weather and work stoppages, all of which are beyond our control. Our total fees may also fluctuate depending on the quality and performance of the construction materials used in addition to the contractor's approach and scheduling of construction sequences, work force, and jurisdictional requirements and events, which occur during the course of the project that cannot always be predicted in advance.

We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. It should be noted that the fees above do not anticipate overtime work on the project. If overtime is required, the rates associated with overtime work are at 1.5 times the listed hourly rates in Table 1. Overtime for our services is defined as work on the project by a single person in excess of 8 hours per day and all time on weekends and/or night shifts and/or holidays. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

ASSUMPTIONS

During our proposal preparation certain assumptions were required. Based on information available during our preparation of this proposal the following assumptions apply:

- It is anticipated that work will be conducted during standard construction hours (6AM – 4PM).
- Kleinfelder will be given a minimum of 48 hours' notice for all call out inspections.
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials.
- We anticipate providing Washington Association of Building Officials (WABO) Inspector / Field Supervisor personnel on the project starting in early summer 2014. Our inspectors are anticipated to be on-site on a call out basis;
- There is no overtime, night, or weekend work anticipated during construction for our staff;
- We have assumed that Non-destructive testing (UT testing) for moment connections or full penetration welds is not in our scope of work. If it is determined during the course of the project that these services are required or desired, Kleinfelder can prepare an additional scope of services for these items;
- Parking for our personnel is anticipated to be provided on-site.

- All information gathered during work performed by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law.

This proposal may be subject to modification upon receipt of an updated construction schedule, plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to the contractors schedule or convenience.

AUTHORIZATION

It is our understanding that the City will provide a separate contract for this work. We anticipate that both parties will be able to agree to mutually acceptable terms based on the terms and conditions contained in our current on-call contracts for Geotechnical and Inspection and Materials Testing.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission. This proposal will remain valid for 30 days unless a longer period is specifically required by the RFP in which case that time frame will apply. If a signed agreement is not received by that time, we may need to review the proposal scope, assumptions, and associated fees for performance of our services and issue a revised proposal.

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The fees presented in this proposal are based on prompt payment for services presented in Kleinfelder's standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to

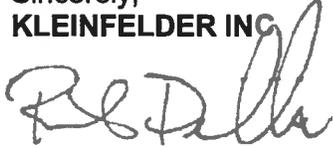
the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

CLOSURE

We appreciate the opportunity to present our proposal for concrete testing services for this project and look forward to its forthcoming success. If you have questions regarding this proposal, our services and fees or if additional information is required, please contact our office at (425) 636-7900.

Sincerely,

KLEINFELDER INC



Rick Della
Operations Manager

Attachments: Attachment A – Cost Summary
Master Services Agreement
Work Order 1



Attachment A
SUMMARY OF PROPOSED MATERIALS TESTING SERVICES
 Sammamish Community and Aquatic Center
 City of Sammamish
 June 9, 2014

	Quantity (Hrs.)	Quantity (Eq./Day)	Rate	Cost
Task 1 Geotechnical Testing				
Geotechnical Engineer - Wall Construction Verification*	40		\$120.00	\$4,800.00
Technician - Density Testing, Inspection, & Observation	160		\$65.00	\$10,400.00
ESTIMATED SUBTOTAL				\$15,200.00
Task 2 Special Inspection and Materials Testing				
WABO/ICC Special Inspector - Rebar & Concrete Placement	320		\$85.00	\$20,800.00
WABO/ACI Technician - Testing and Placement	160		\$58.00	\$9,280.00
WABO/ICC Special Inspector - Proprietary Anchors and Epoxy	50		\$65.00	\$3,250.00
WABO/ICC Special Inspector - Site Concrete Testing	30		\$58.00	\$1,740.00
WABO/ICC Special Inspector - Post Tension Concrete	80		\$76.00	\$6,080.00
WABO/ICC Special Inspector - Structural Steel and Welding Field	190		\$76.00	\$13,680.00
Cylinder Pick up	30		\$58.00	\$1,740.00
ESTIMATED SUBTOTAL				\$56,570.00
Task 3 Materials Testing				
Sieve Analysis	5	5	\$125.00	\$625.00
Moisture Density Analysis (Proctor)	5	5	\$195.00	\$975.00
Moisture Determination	5	5	\$15.00	\$75.00
Porosity Testing - Concrete**	4	4	\$205.00	\$820.00
Gradation of HMA extracted aggregate	5	5	\$100.00	\$500.00
Asphalt content by Ignition oven	5	5	\$140.00	\$700.00
Asphalt moisture content	5	5	\$50.00	\$250.00
Ignition oven Calibration	1	1	\$300.00	\$300.00
Maximum theoretical specific gravity (Rice)	5	5	\$145.00	\$725.00
Concrete Cylinders (4 inch)	240		\$19.00	\$4,560.00
ESTIMATED SUBTOTAL				\$9,530.00
Task 4 Project Management and Reports				
Project Field Lead	80		\$120.00	\$9,600.00
Project Manager	32		\$195.00	\$6,240.00
Administrator	34		\$55.00	\$1,870.00
Mileage		3560	\$0.36	\$1,993.80
Final Letters	12		\$88.00	\$816.00
ESTIMATED SUBTOTAL				\$20,519.60
ESTIMATED TOTAL FEE				\$101,819.60

*Please note: All services are invoiced on a portal to portal basis. Overtime services not specifically listed above will incur a multiplier of 1.5 times the rate shown.

** Test panels and cores to be provided by contractor. Testing includes field density test and void content on two test specimens per test.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 94-1532513

Social Security No.: _____

Print Name: Amie Wertz

Title: R.D.M.A.

Business Name: Klumbelder, Inc.

Business Address: 9200 SW Nimbus Ave. Beaverton, OR

Business Phone: 503-644-9447

6/11/14
Date

Amie Wertz
Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 10, 2014

Originating Department: Public Works

Clearances:

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

Subject: Residential Retention Pond Mowing

Action Required: Authorize the City Manager to enter into a contract with Plantscapes, Inc. in an amount not to exceed \$ 220,000.00 for residential retention pond mowing.

Exhibits: 2014-Plantscapes, Inc.-Residential Retention Pond Mowing Contract including the Scope of Work

Budget: This contract is funded through the Surface Water Maintenance Fund (408-000-531-35-51-00). There is \$220,000 available in the adopted 2014 budget for pond mowing services.

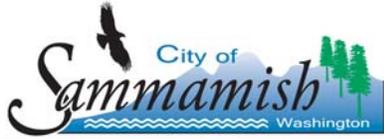
Summary Statement

The Public Works Department recommends that the City Council authorize the City Manager to execute a contract amendment with Plantscapes, Inc. for pond mowing services.

Background:

Historically, the City has contracted with King County to provide pond mowing services. The City's National Pollution Discharge Elimination System (NPDES) permit requires the city to maintain annual vegetation control in and around our surface water ponds. In the past King county has been able to mow approximately 150 city ponds for approximately \$200,000. King County was not able to complete the required vegetation control in all the city ponds; the work has been supplemented by City crews. Due to cutbacks, King County is no longer able to perform these services for the City.

The City requested proposals from nine contractors utilizing the city's Shared Procurement Portal. Plantscapes, Inc. was the low bidder at \$0.03 per square foot of mowing. The City has previously utilized Plantscapes, Inc. for general landscaping services and has been satisfied with their performance. We anticipate Plantscapes will be able to service 307 city ponds (more than double what King County crews were able to accomplish in a year) for a total not to exceed of \$220,000.



City Council Agenda Bill

Financial Impact:

The adopted 2014 surface water maintenance budget has \$408,000 under the Intergovernmental Line item, which was traditionally used for work contracted to King County. \$220,000 of which is earmarked for stormwater pond mowing. Account: (408-000-531-35-51-00)

Recommended Motion:

Authorize the City Manager to sign the Residential Pond Mowing Contract in the amount not to exceed \$220,000.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Plantscapes Inc.
Project: Residential Retention Pond Mowing
Commencing: June 10, 2014
Terminating: December 31, 2014
Amount: Not to exceed \$ 220,000.00 plus WSST

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Residential Retention Pond Mowing and

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

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

7. Prevailing Wages/Prevailing Wages

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

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

Exhibit 1

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

OR

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: kendelman@sammamish.us

TO CONTRACTOR:

Contractor:
Plantscapes, Inc.

Contact Name: Dustin Madden

Street Address: 1127 Poplar Place

City, State, Zip: Seattle, WA 98144

Phone: (206) 623-7100

Contact email: dustinmadden@plantscapes.com

CITY OF SAMMAMISH, WASHINGTON

Plantscapes, Inc
CONTRACTOR, WASHINGTON

By: _____

By: Terry Pan

Title: _____

Title: Pres

Date: _____

Date: 6/11/14

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-1222963 Social Security No.: _____

Print Name: Terry Posner
 Title: President/CEO
 Business Name: Plantscapes, Inc.
 Business Address: 1127 Poplar Pl. S., Seattle, WA 98144
 Business Phone: 206-623-7100

06/11/2014
Date

Terry Posner
Authorized Signature (Required)

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Residential Retention Pond Mowing Services shall be completed as described below:

1. Responsibilities

- a. The Vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Residential Retention Pond Mowing Services as specifically outlined in this section.
- b. Vegetation in the retention pond facility is to be rough mowed to a height of 4 inches.
- c. Clearing of vegetation at the base of pond fences is to be done by line trimming or other hand held tools or equipment. Fence clearing is to be performed on both the interior and exterior side of the pond fence at or below the 4” mowing height. Also to be line-trimmed at the 4” mowing height or below are perimeters around trees, posts, large rocks or boulders, and other facility features such as man holes, spillways, retaining walls, access roads and bollards.
- d. Work not included in this contract includes, but is not limited to cutting of saplings and established brush over 1” in diameter at the mowing height of 4 inches.
- e. All fieldwork shall be performed under the supervision of a qualified supervisor. Operators shall be licensed for any functions that might require a license, including, but not limited to, Traffic Control Flagging.
- f. The Vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
- g. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
- h. The vendor’s employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

Exhibit 1

- i. The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Vendor. Notification may be verbal or written. The City may choose to:
 - i. Require the vendor to rectify the deficiency within 24 hours and/or,
 - ii. Collect liquidated damages as specified in the Contract.
- j. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
- k. Smoking shall not be permitted in any City Building or on City grounds.
- l. The Vendor shall be issued necessary gate access key set(s). In no case shall the vendor make duplicates of any City keys.
- m. The Vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
- n. The Vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract).
- o. Emergencies shall be reported to the Police/Fire Communications Center, (call 911).
- p. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the Vendor's responsibility to provide close supervision of pond mowing operations and management of the work sites.
- q. Incidents, altercations or accidents involving facility visitors, Vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Vendor describing the incident or accident.
- r. The Vendor shall replace, at the Vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Vendor's mowing operations.

Exhibit 1

- s. The contractor will send in writing a weekly list of all ponds mowed the previous week. The list will include all ponds mowed and the square-foot area mowed for each pond mowed. The method of determining or verifying the square foot area mowed shall be mutually agreed upon prior to commencing the work.

2. Waste/Materials Disposal

Cuttings generated during pond mowing are to be left in place.

3. Litter and Garbage

Litter and Garbage is to be collected at each site and properly disposed by the Vendor. No waste material is to be deposited at any City owned site. Any discarded or dumped items larger than automobile and truck tires shall be removed and disposed by the City.

4. Price

Price for the services shall be invoiced at the bid price of \$ 0.03 per square foot mowed.

5. Measurement of the Area Mowed

The area mowed shall be measured by a method to be agreed upon by the City and the Contractor. Where the List of Residential Ponds to be Mowed indicates a Mow Sq. Ft. that area shall be confirmed by the same method.

6. Documentation

Full documentation of the area measurement for each pond mowed shall be submitted with the invoice for mowing that pond.

7. 2014 List of Residential Ponds to be Mowed

The 2014 List of Residential Ponds to be mowed is a working document in .xls format. The City will maintain the list and transmit additions, corrections and further comments as needed during the duration of the contract.

8. Completion of work

Pond mowing is to begin as soon as possible following notice to proceed. Mowing of all ponds is to be completed by August 31, 2014.



PAYMENT AND PERFORMANCE BOND

Bond is not required for Residential Retention Pond Mowing

contract

_____ KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, and _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars (\$ _____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

_____ WHEREAS, on the _____ day of, 20_____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

_____ NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL

SURETY

By _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

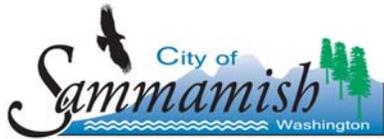
City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 10, 2014

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase II: Washington Trail Association Contract Amendment

Action Required: Authorize the City Manager to sign a contract amendment with the Washington Trails Association to continue constructing backcountry trails as part of the Evans Creek Preserve Phase II project.

Exhibits:

1. Contract Amendment
2. Original Contract

Budget: \$50,000 is allocated in the 2013-14 Parks CIP for the Evans Creek Preserve trail development.

Summary Statement:

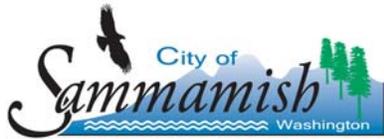
Washington Trails Association (WTA) was awarded a contract on December 3, 2013 for trail construction services at Evans Creek Preserve (ECP). WTA recently informed us that they have an opening on their summer and fall calendar for additional trail work parties. Under this contract amendment, WTA will facilitate 23 additional work parties at ECP between July and November 2014. The cost for the 23 additional work parties is \$14,950. This contract amendment is required to secure our spots on the WTA work calendar this summer and fall.

These additional work parties will start prior to the opening of the Sahalee Parking Lot and continue into late fall. The section of trail they will be working on is located on the southern slopes of the Preserve where the terrain is steep and challenging. This section of trail is not accessible by mechanical equipment. WTA has the experience and knowledge to lead volunteers to build this type of trail under these circumstances and will do so at a considerable cost savings to the City.

The original scope of work included 29 work parties (approximately 2,900 volunteer hours) in April 2014. To date, WTA has built approximately one mile of new trails and constructed a new bridge and several trail support structures.

Background:

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized to construct trails as part of phase I development at Evans Creek Preserve in which WTA and city staff-led work parties built over 2.5 miles of trails.



City Council Agenda Bill

Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight, and other necessary items such as work tools and safety equipment. The city will provide the materials needed to construct the trails in addition to support staff as needed during the trail construction project.

Project Background/Overview:

Evans Creek Preserve is a City-owned preserve located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre property for \$1.5 million in 2000. With the addition of the Sahalee properties acquired this fall the site now totals approximately 206 acres.

A Master Plan Process was conducted from May to September 2009 and adopted by the City Council on September 15, 2009. Soon after the master plan was adopted, city staff began work on the Phase I development. The park opened to the public on October 22, 2011 and staff have continued to partner with local non-profit organizations to complete additional restoration projects.

The proposed improvements associated with the Phase II development include adding over 2 miles of pedestrian only trails and minor modifications to the existing parking lot along Sahalee Way NE. Improvements to the existing parking lot include removal and replacement of the concrete curbing and walkways, resealing the existing asphalt surface, adding a temporary restroom facility, an informational kiosk, site furniture, park entry signs and gates.

The following is an approximate construction schedule;

- Phase II Preliminary Design: Spring 2013 **(complete)**
- Phase II Construction Documents: Winter 2013 **(complete)**
- Phase II Permitting: Winter 2013 **(complete)**
- Phase II Trail Construction in partnership with WTA: **(complete)**
- Phase II Bid (Parking Lot Improvements): Spring 2014 **(complete)**
- Phase II Construction (Parking Lot Improvements): Spring/Summer 2014 **(in progress)**
- Sahalee Parking Lot and Connection Trail Open: August 1, 2014

Financial Impact:

The total amount of the contract amendment is \$14,950. The initial contract with WTA was \$21,450, bringing the total contract to \$36,400.

\$50,000 is allocated in the 2013-14 Parks CIP budget for trail development at Evans Creek Preserve.

Recommended Motion:

Authorize the City Manager to execute Contract Amendment #1 with the Washington Trail Association in the amount of \$14,950.

RECEIVED
 JUN -6 2014
 City of Sammamish



SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: June 17, 2014
Project: Evans Creek Preserve Phase II	City Project number N/A
Consultant: Washington Trails Association	Contract Number: C2013-200

The City of Sammamish desires to amend the agreement with Washington Trails Association for the continuation of trail construction services at Evans Creek Preserve. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- I. Add twenty three (23) trail construction work parties to the original contract.
- II. Additional work parties will be scheduled between June and November 2014.

PAYMENT shall be amended in accordance with the consultant cost determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ <u>21,450.00</u>	\$ <u>21,450.00</u>	\$ <u>14,950.00</u>	\$ <u>36,400.00</u>
 _____ WTA Executive Director		Approved: _____ City of Sammamish	
6-4-14 _____ Date		_____ Date	

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Washington Trail Association

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

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

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

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

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

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed: \$21,450.00

Other (describe): _____

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 days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2014, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 2

7. **Insurance.**

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

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. **Record Keeping and Reporting.**

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may

Exhibit 2

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the 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.

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

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

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

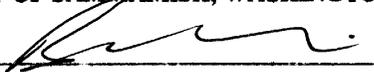
Notices to the Contractor shall be sent to the following address:

Company Name Washington Trail Association
Contact Name Alan Carter Mortimer
Street Address 705 2nd Ave. Suite 300
City, State Zip Seattle, WA 98104
Phone Number 206-625-1367
Email alan@wta.org

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

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

CITY OF SAMMAMISH, WASHINGTON

By: 

Print Name: Ben Yaziei

Title: City Manager

Date: 12/05/2013

Attest/Authenticated:

City Clerk

CONTRACTOR

By: 

Print Name: Karen E Daubert

Title: Executive Director

Date: 10-15-13

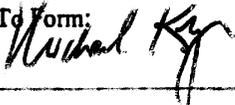
Approved As To Form:

City Attorney

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trail at Evan's Creek Preserve as part of phase II improvements.

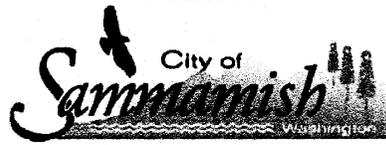
Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 2900 hours in 2014 (29 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at \$65.00 per hour.

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain) 501(c)3 non profit

TIN No.: 91-0900134

Social Security No.: _____

Print Name: Marjorie Kittle

Title: Director of Finance and Operations

Business Name: Washington Trails Association

Business Address: 705-2nd Avenue, Suite 300 Seattle WA 98104

Business Phone: (206) 625-1367

10/15/13
Date

Authorized Signature (Required)



STUDY SESSION NOTES

Study Session May 13, 2014

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

Public Comment

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

Joel Timmerman, 69711 Pine Street, Sisters OR, Spoke regarding the R-1 zoning issue. He would like the zoning changed on the property that he owns and asked the Council to establish criteria for other properties to have their zoning changed.

Deb Sogge, Director, Sammamish Chamber of Commerce, She announced that May 21st will be the grand opening of the Farmer's Market. All the sellers will be organic farmers, no resellers. She thanked the Parks Department and the Maintenance Crew for all of their collaboration.

Joe McCarron, 24107 NE 29th Way, Representing Broadmoor Estates, They oppose the R-1 Study. Density does not need to be increased to meet the city's housing goals.

Ray Macy, 24034 NE 29th St, He spoke regarding what he feels is unchecked development of the city.

David Schnebele, 2004 263rd Place SE, He spoke regarding the Homeless Encampment regulations. He feels allowing two encampments per year is too many.

Dick Gram, 19306 SE 21st Place, Spoke regarding the Homeless Encampment regulations. His church has been hosting Tent City 4 and it has been a very positive experience. He feels this was due to their pre-planning activities. He feels the proposed regulations should allow for places other than churches to host encampments. The time limit should be increased.

Jim DiPetrillo, 3020 230th Pl NE, Spoke regarding the road project at NE 25th Way. He feels the roadway is too narrow.

Elizabeth Maupin, 410 Mt Jupiter Drive, She spoke regarding the homeless encampment regulations. She would like to see the time extended to four months.

Topics

- Arts Commission Update

- Planning Commission Hand-Off: Homeless Encampments
- Memo: R-1 Residential Zoning Options
- Discussion: Six Year Transportation Improvement Program

Adjournment

9:10 pm



City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 11, 2013

Originating Department: Public Works

Clearances:

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

Subject: 2015-2020 Six-Year Transportation Improvement Plan (TIP)

Action Required: Conduct Public Hearing and Adopt Resolution

- Exhibits:**
1. Resolution No. R2014_____ adopting the 2015-2020 Six-Year Transportation Improvement Plan
 2. 2015-2020 Six-Year Transportation Improvement Plan

Budget: Not Applicable

Summary Statement:

All cities are required by state law (RCW Chapter 35.77) to have a Six-Year Transportation Improvement Program (TIP) and to adopt an update of the TIP annually. These updates must be pursuant to one or more public hearings and shall be consistent with the City's Comprehensive Plan. Lastly, the annual TIP must be filed with the Secretary of Transportation within thirty days after adoption.

The TIP is a planning document containing transportation capital improvement programs and projects the City foresees undertaking over the next six years. The TIP by itself does not authorize projects to move forward nor provide funding for any of its listed projects; for that to occur requires that individual projects be funded through the City's normal budget adoption process.

Background:

This is an annual adoption that is required by State law. Resolution R2013-538 adopting the 2014-2019 TIP was approved at the June 17, 2013 City Council Meeting and included \$39.1 million in transportation improvements. The 2015-2020 TIP includes \$50.3 million in transportation improvements, representing an increase of approximately 28.6% from the previous year's TIP.

This update to the TIP is continuing the annual progression along the 18-year TIP that was developed in collaboration with the new road impact fee adopted by the City Council in 2006 (and recently updated on May 6, 2014). As discussed at the May 13 Study Session, notable changes to this update of the TIP include the following:

Project Additions

- SE 4th St: 218th Ave SE to 228th Ave SE
- 212th Ave SE Gap Project - SE 24th St to Crossings at Pine Lake Subdivision



City Council Agenda Bill

- Issaquah-Fall City Rd: SE 48th St to Klahanie Dr SE

Project Deletions

- East Lake Sammamish Parkway NE Phase 2: NE 26th St to 196th Ave NE
- East Lake Sammamish Parkway NE Phase 3: NE 196th Ave NE to 187th Ave NE
- 218th Ave SE: SE 4th St to E Main St
- Sahalee Way NE Non-Motorized: NE 25th Way to NE 37th Way

Note that the new Issaquah-Fall City Road improvement project is contingent on the annexation of Klahanie.

Financial Impact:

There is no financial impact at this time. The 6-year TIP is a planning document and as such does not commit the City to any financial obligations. Council will encounter and address the financial impacts in the future as they appropriate funding for the various projects listed in the 6-year TIP. Listing a project on the TIP allows it to be eligible for grant funding.

Recommended Motion:

Move to adopt, by Resolution Number R2014-____, the 2015-2020 Six-Year Transportation Improvement Plan as attached.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN UPDATED SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN FOR 2015-2020**

WHEREAS, state law requires the legislative body of each city to prepare and adopt a comprehensive transportation improvement plan for the ensuing six years; and

WHEREAS, the purpose of such plan is to assure that each city shall have plans looking to the future, for not less than six years, as a guide in carrying out a coordinated transportation program; and

WHEREAS, if a city has adopted a comprehensive plan, state law provides that the transportation improvement plan shall be consistent with the comprehensive plan; and

WHEREAS, the adoption of a transportation improvement plan will allow the City to coordinate planning efforts, mitigate certain transportation impacts, and pursue grant funding for transportation projects; and

WHEREAS, the updated plan is consistent with recent changes to RCW 35.77.010 and incorporates urban planning approaches that promote physical activity and non-motorized and transit oriented projects; and

WHEREAS, City Council has conducted a public hearings to receive comments on the proposed plan;

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

Section 1. Adoption of Transportation Improvement Plan. The City hereby adopts the Six-Year Transportation Improvement Plan, 2015-2020, attached hereto as Exhibit "A" and incorporated herein by reference.

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.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2014**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: June 13, 2014

Passed by the City Council:

Resolution No.: R2014 - _____



2015 - 2020 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project List and Total Project Expenditure Summary* (*subject to City Council budget decisions)

All Projects costs and revenue projections are in 2013 dollars

TIP	Project Title	Total Project	2015	2016	2017	2018	2019	2020	Future Years	6 Yrs Total	
CONCURRENCY PROJECTS	CAPITAL PROJECTS	1 SE 4th St - 218th Ave SE to 228th Ave SE Widen to 3 lanes with bike lanes, curb, gutter, and sidewalk	17,896,000	1,400,000	3,900,000	12,596,000					17,896,000
		2 Issaquah-Pine Lake Rd - Klahanie Blvd to SE 32nd Widen to 3 lanes with bike lanes, curb, gutter, and sidewalk	16,530,000							16,530,000	0
		3 Issaquah-Pine Lake Rd - SE 48th to Klahanie Blvd Widen to 5 lanes with bike lanes, curb, gutter and sidewalk	17,618,000			800,000	1,500,000	2,500,000		12,818,000	4,800,000
		4 East Lake Sammamish Parkway SE / SE 24th St Intersection Construct traffic signal, turn lanes, curb, gutter & sidewalk	3,698,000							3,698,000	0
		5 Sahalee Way NE - 220th Ave NE to North City Limits Widen to 3 lanes with bike lanes, curb, gutter, and sidewalk	15,688,000	1,100,000	1,600,000	5,200,000	7,788,000				15,688,000
		6 228th Ave SE - SE 32nd St to Issaquah-Pine Lake Rd Provide additional southbound through lane	800,000	125,000	675,000						800,000
		7 Issaquah-Fall City Rd - SE 48th St to Klahanie Dr SE ♦ Widen to 5 lanes with bike lanes, curb, gutter and sidewalk									
		8 Public Works Trust Fund Loan Repayment 228th Ave NE Improvements	10,546,410	552,000	549,333	546,667	544,000	541,333	538,667	536,000	3,272,000
NON-MOTORIZED	PROGRAMS	9 212th Ave SE Gap Project - SE 24th St to Crossings Subdivision Provide non-motorized facilities	650,000	650,000							650,000
		10 Non-motorized Transportation Projects Sidewalks, Trails, Bikeways, and Paths, etc.	3,150,000	150,000	750,000	750,000	750,000	750,000	750,000		3,900,000
		11 Sidewalk Projects Various sidewalk projects, includes gap projects, extensions, safety improvements.	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000		1,500,000
		12 Intersection and Safety Improvements Various intersection and other spot improvements as needed, including channelization, signing, safety improvements, signalization, or other traffic control devices.	1,000,000	200,000	200,000	200,000	200,000	200,000	200,000		1,200,000
		13 Neighborhood CIP Various capital improvements including safety improvements, gap projects, bike routes, pedestrian safety enhancements, and school zone safety improvements.	500,000	100,000	100,000	100,000	100,000	100,000	100,000		600,000
		14 Local Improvement Districts Matching funds for use with neighborhood cooperative LID improvements	0	0	0	0	0	0	0		0
6-Yr Total Project Expenditures - Transportation			4,527,000	8,024,333	20,442,667	11,132,000	4,341,333	1,838,667	33,582,000	50,306,000	
Total Expenditures			4,527,000	8,024,333	20,442,667	11,132,000	4,341,333	1,838,667	33,582,000	50,306,000	

♦ NOTE: Project Outside City Limits. If Klahanie is annexed to the City of Sammamish funding for this project will be added for 2016.

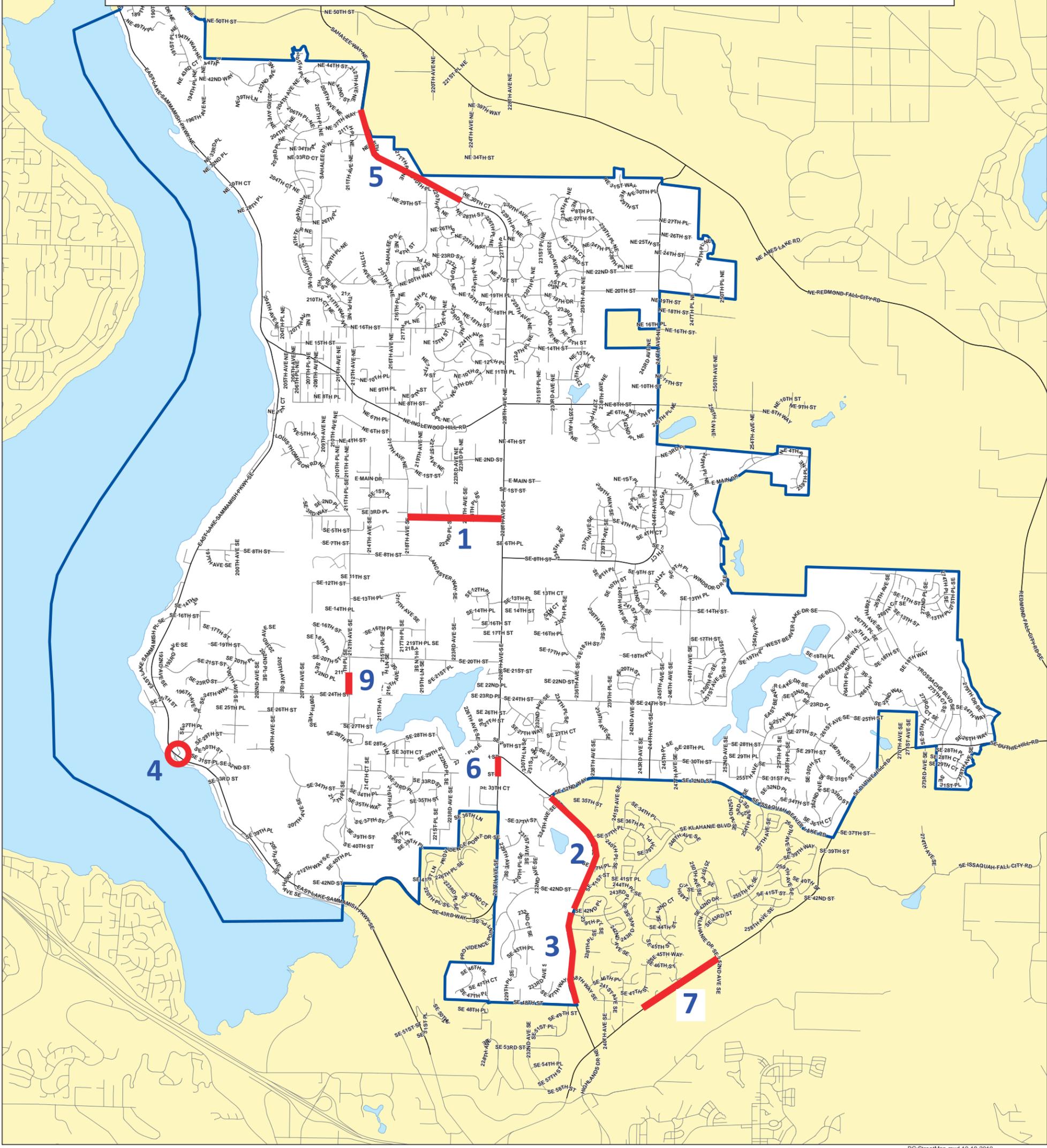
Operating Contribution Percentage	100%	100%	100%	100%	100%	100%	
2015 Beginning Fund Balance	17,209,147						17,209,147
Transportation Fund Revenue (REET)	1,200,000	1,200,000	1,200,000	1,250,000	1,250,000	1,250,000	6,100,000
Road Impact Fees (includes beginning fund balance)	3,500,000	2,100,000	1,750,000	1,750,000	1,750,000	1,750,000	10,850,000
Anticipated grants	0	650,000	7,000,000	7,000,000	750,000	750,000	16,150,000
TOTAL	21,909,147	3,950,000	9,950,000	10,000,000	3,750,000	3,750,000	50,309,147

Accumulative Project Expenditures	4,527,000	12,551,333	32,994,000	44,126,000	48,467,333	50,306,000	
Annual Cash Flow Surplus or Deficit	17,382,147	-4,074,333	-10,492,667	-1,132,000	-591,333	1,911,333	
Accumulative Cash Flow Surplus or Deficit	17,382,147	13,307,814	2,815,147	1,683,147	1,091,814	3,003,147	



2015 - 2020

6-YEAR TRANSPORTATION IMPROVEMENT PROGRAM





City Council Agenda Bill

Meeting Date: June 17, 2014

Date Submitted: June 10, 2014

Originating Department: Public Works

Clearances:

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

Subject: SE 7th Street Vacation

Action Required: Cancel Public Hearing

Exhibits: None

Budget: NA

Summary Statement

Staff is recommending the City Council cancel the publicly noticed hearing on SE 7th Street Vacation because the original petition filed with the City is defective.

Background:

The City received a petition from the owner of King County Assessor's Parcel No. 3225069286, located at 723 212th Avenue SE Sammamish, WA 98074, requesting that the City vacate SE 7th Street west of 212th Avenue SE. While staff originally concluded that the petition was complete, it was not. State law requires 2/3 of the adjacent property owners to sign the petition for it to move forward. The petitioner has been made aware of the petition defect and has indicated that he is working on a resubmittal.

The hearing was set by Council Resolution 2014-584 on May 20, 2014. The hearing was set for June 17, 2014 and was properly noticed.

Due to the defective petition, there are no grounds for the Council to hold a public hearing on this issue and staff is recommending cancelation. If the petitioner is successful in submitting a complete petition in the future, the City Council may reschedule the public hearing at that time.

Financial Impact:

There is no financial impact

Recommended Motion:

Cancel the public hearing set by Resolution 2014-584.

