



# City Council, Regular Meeting

## AGENDA REVISED

6:30 pm – 9:30 pm

September 2, 2014

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Presentations/Proclamations

- Mayor's Day of Concern for the Hungry
- National Recovery Month
- Diaper Need Awareness Week

### 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 July 15, 2014 for pay date July 18, 2014 in the amount of \$ 322,143.68
- Payroll for the period ending July 31, 2014 for pay date August 5, 2014 in the amount of \$331,890.51
- Payroll for period ending August 15, 2014 for pay date August 20, 2014 in the amount of \$ 315,021.54
- 1. **Approval:** Claims for period ending August 5, 2014 in the amount of \$ 603,654.47 for Check No. 38060 through 38216
- 2. **Approval:** Claims for period ending August 19, 2014 in the amount of \$3,040,166.91 for Check No. 38217 through 38353

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.

3. **Approval:** Claims for period ending September 2, 2014 in the amount of \$1,868,665.06 for Check No. 38354 through 38417
4. **Contract:** 212<sup>th</sup> Avenue SE Gap Sidewalk Improvements/David Evans & Assoc.
5. **Interlocal:** Business Licensing Services/Washington State Department of Revenue
6. **Interlocal:** Route 269 Partnership Extension/King County Metro
7. **Approval:** Meeting Minutes for July 1, 2014 Regular Meeting
8. **Approval:** Meeting Minutes for July 8, 2014 Study Session/Special Meeting
9. **Approval:** Meeting Minutes for July 15, 2014 Regular Meeting

### **Public Hearings**

10. **Public Hearing:** Emergency Ordinance Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency

### **Unfinished Business - None**

### **New Business**

11. **Resolution:** Expressing the City's Intent to Competitively Procure a New Solid Waste Collection Contract, Effective January 1, 2017, through a Bid Process.
12. **Contract:** Solid Waste Contract Negotiations/Epicenter Services, LLC

### **Council Reports**

### **City Manager Report**

**Executive Session** – Property Acquisition pursuant to RCW 42.30.110(1)(c) and Personnel pursuant to RCW 42.30.110(1)

### **Adjournment**

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## AGENDA CALENDAR

<b>Sept 2014</b>			
Tues 09/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	Budget study session: Preliminary budget overview. Department discussions (Parks) Comprehensive Plan Vision Statement Tree Retention Code Amendments
Mon 09/15	6:30 pm	Regular Committee of the Whole Meeting	Public Safety Report Economic Development Plan Waste Management
Tues 09/16	6:30 pm	Regular Meeting	Proclamation: Mayors Month of Concern for the Homeless Public Hearing: Ordinance 1 <sup>st</sup> Reading Recreational Marijuana Ban Resolution: Final Acceptance 2013 Crack Seal Project (consent) Contract: Asset Management Implementation/Geo Engineers (consent) Budget study session: Departments
<b>October 2014</b>			
Tues 10/07	6:30 pm	Regular Meeting/Study Session	Public Hearing: Ordinance 1 <sup>st</sup> Reading Klahanie Comp Plan Budget study session: Departments (Budget items only)
Tues 10/14	6:30 pm	Study Session	Discussion: Public Works Standards Budget study session: Departments and Council changes (Budget items only)
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	Human Services Grants
Tues 10/21	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Budget study session: (if needed) Ordinance: 2nd Reading Recreational Marijuana Ban
<b>Nov 2014</b>			
Tues 11/04	6:30 pm	Regular Meeting	Hearing: 1 <sup>st</sup> Reading Property Tax Levy Ordinance Public Hearing: 1 <sup>st</sup> 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	Special Meeting	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Public Hearing: 2 <sup>nd</sup> Reading Property Tax Levy Ordinance Public Hearing: 2 <sup>nd</sup> Reading 2015-2016 Budget Ordinance Public Hearing: Ordinance 2 <sup>st</sup> Reading Klahanie Comp Plan Amendment
<b>Dec 2014</b>			
Tues 12/02	6:30 pm	Regular Meeting	Approval: Human Service Grant Recommendations (consent) Contract: Custodial Services/Top to Bottom (consent) Contract: Pressure Washing/TBD (consent) Contract: Plumbing/TBD (consent) Contract: Electrical/Sequoyah (consent)

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	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise		Ordinance: First Reading Social Hosts	Mountains to Sound Greenway Sustainability/Climate Change Bid Award: Stormwater Repairs

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

<< August

## September 2014

October >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b> <b>Labor Day</b> City offices closed 12 p.m. Last Day of Lifeguard Season	<b>2</b> 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	<b>3</b> 4 p.m. Farmers Market 6 p.m. Beaver Lake Management District Meeting 6:30 p.m. Parks and Recreation Commission Meeting	<b>4</b> 6:30 p.m. Planning Commission Meeting	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> 3:30 p.m. Finance Committee Meeting	<b>9</b> 6:30 p.m. Joint CC/PC Study Session Meeting	<b>10</b> 4 p.m. Farmers Market 5:30 p.m. Klahanie Annexation open house	<b>11</b>	<b>12</b>	<b>13</b> 9 a.m. Volunteer at Ebright Creek Park Canceled
<b>14</b> 7 a.m. Cycle the WAVE Bike Ride Event 7 p.m. Chapman Duo Concert	<b>15</b> 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	<b>16</b> 6:30 p.m. City Council Meeting	<b>17</b> 4 p.m. Farmers Market	<b>18</b> 10 a.m. Senior Art Class - "The Clay Canvas" 6:30 p.m. Planning Commission Meeting	<b>19</b>	<b>20</b> 9 a.m. Volunteer at Illahee Trail 10 a.m. Sammamish Walks at Soaring Eagle Park
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> 4 p.m. Farmers Market	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>				

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

<< September

## October 2014

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	2 10:30 a.m. <b>Senior Art Class - "Pushing the Puddle" watercolor workshop</b> 6:30 p.m. <b>Planning Commission Meeting</b>	3	4
5	6	7 5 p.m. <b>City Council Office Hour</b> 6:30 p.m. <b>City Council Meeting</b>	8	9	10	11 9 a.m. <b>Volunteer at Ebright Creek Park</b> 10 a.m. <b>Arts Fair</b>
12 10 a.m. <b>Arts Fair</b>	13	14 6:30 p.m. <b>City Council Study Session</b>	15 5:30 p.m. <b>Klahanie Annexation open house</b>	16 6:30 p.m. <b>Planning Commission Meeting</b>	17	18 9 a.m. <b>Volunteer at Sammamish Landing</b> 10 a.m. <b>Sammamish Walks at Beaver Lake Preserve</b>
19	20 6:30 p.m. <b>Committee of the Whole</b> 6:30 p.m. <b>Arts Commission Meeting</b>	21 6:30 p.m. <b>City Council Meeting</b>	22	23	24	25
26	27	28 10 a.m. <b>Finance Committee Meeting</b>	29	30	31 3 p.m. <b>Halloween Happening</b>	



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** August 1, 2014  
**RE:** Claims for August 5, 2014

\$ 91,545.63  
 879.45  
 2,737.50  
 21,739.11  
 442,792.34  
 43,960.44

**Top 10 Over \$10,000 Payments**

King County District court	\$90,245.00	District Court Services 2013 Reconciliation
King County Water & Land	\$77,502.59	1996/1999 Debt Issue
CompuCom	\$43,350.71	Microsoft Exchange Server
Kenyon Disend	\$36,478.33	Attorney Services - June 2014
AECOM	\$19,910.00	Inglewood Bridge Load Rating - Consulting
Sammamish Plateau Water	\$18,223.19	Various Water/Sewer Bills City wide
U.S. Bank Visa	\$15,140.13	Various visa Purchases - All Departments
PSE	\$12,651.44	Various Electric/Gas Bills City wide
Eversons	\$10,738.28	Vactoring & Jetting
Barker Rinker Seacat	\$10,735.06	Community & Acquatic Center - June 2014

**TOTAL \$ 603,654.47**  
**Checks # 38060 - #38216**

91,545.63 +  
 879.45 +  
 2,737.50 +  
 21,739.11 +  
 442,792.34 +  
 43,960.44 +  
 603,654.47G+

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/18/2014 - 9:11 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38060	07/18/2014	ALLIANCE	Allianceone Receivables Mgmt	206.87	38,060
38061	07/18/2014	ANI	ANI Administrators NW Inc	2,019.55	38,061
38062	07/18/2014	COMCAST2	COMCAST	120.85	38,062
38063	07/18/2014	ICMA401	ICMA 401	38,206.36	38,063
38064	07/18/2014	ICMA457	ICMA457	8,991.46	38,064
38065	07/18/2014	LEYTON	Kimberly Leyton	873.11	38,065
38066	07/18/2014	PSE	Puget Sound Energy	12,651.44	38,066
38067	07/18/2014	WALAB	Wa State Dept of Labor & Indus	28,183.99	38,067
38068	07/18/2014	WASUPPOR	Wa State Support Registry	292.00	38,068
Check Total:				91,545.63	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 7/18/2014 - 10:00 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38069	07/18/2014	COMCAST2	COMCAST	240.70	38,069
38070	07/18/2014	CRW	CRW Systems	638.75	38,070
				<hr/> <hr/>	
Check Total:				879.45	
				<hr/> <hr/>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 7/18/2014 - 10:12 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38071	07/18/2014	CRW	CRW Systems	2,737.50	38,071
				<u>2,737.50</u>	
Check Total:				<u>2,737.50</u>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/25/2014 - 9:43 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38072	07/25/2014	AT&TMOBI	AT&T Mobility	61.40	38,072
38073	07/25/2014	COMCAST2	COMCAST	662.58	38,073
38074	07/25/2014	NESAM	NE Sammamish Sewer & Water	144.56	38,074
38075	07/25/2014	SAM	Sammamish Plateau Water Sewer	1,125.93	38,075
38076	07/25/2014	SAM	Sammamish Plateau Water Sewer	4,604.51	38,076
38077	07/25/2014	US BANK	U. S. Bank Corp Payment System	15,140.13	38,077
Check Total:				21,739.11	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/31/2014 - 1:17 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38078	08/05/2014	ABC	ABC Special Event Rentals	1,674.25	38,078
38079	08/05/2014	AECOM	AECOM	19,910.00	38,079
38080	08/05/2014	ALPHAGRA	Alphagraphics	6,360.48	38,080
38081	08/05/2014	ATWORK	At Work!	750.00	38,081
38082	08/05/2014	ATHLETES	Athletes for Kids	2,500.00	38,082
38083	08/05/2014	BACKGROU	Background Source Intl	32.00	38,083
38084	08/05/2014	BRS	Barker Rinker Seacat Architecture	10,735.06	38,084
38085	08/05/2014	BELPAINT	Bellevue Paint & Decorating Inc	103.30	38,085
38086	08/05/2014	MELELANI	Laura J. Bergstrom	150.00	38,086
38087	08/05/2014	BLAINE	Charles Blaine	500.00	38,087
38088	08/05/2014	BRIDGE	Bridge Disability Ministries	750.00	38,088
38089	08/05/2014	SEACHORD	William H. Bush	200.00	38,089
38090	08/05/2014	CADMAN	Cadman, Inc.	1,305.41	38,090
38091	08/05/2014	CARPRO	Car Pro's	2,694.94	38,091
38092	08/05/2014	CENTLIN2	Century Link	85.19	38,092
38093	08/05/2014	CEZAR	Susan Cezar	22.17	38,093
38094	08/05/2014	CHRISALE	Alexa Christianson	292.68	38,094
38095	08/05/2014	KENT	City of Kent	500.00	38,095
38096	08/05/2014	CODEPUB	Code Publishing Inc	674.08	38,096
38097	08/05/2014	DAILY	Daily Journal of Commerce	672.50	38,097
38098	08/05/2014	DELL	Dell Marketing L.P.	1,900.00	38,098
38099	08/05/2014	DEPASQUA	Cindy Depasquale	101.50	38,099
38100	08/05/2014	DRSI	DRSI	1,435.97	38,100
38101	08/05/2014	EASTFRIE	Eastside Friends of Seniors	2,500.00	38,101
38102	08/05/2014	ECOTONE	Ecotone Commissioning Group LL	2,548.00	38,102
38103	08/05/2014	WAEMP	State of Wa Employment Security Dep	8,915.91	38,103
38104	08/05/2014	ENGBUS	Engineering Business Systems Inc	229.95	38,104
38105	08/05/2014	ESA	ESA	997.50	38,105
38106	08/05/2014	EUREKA	Eureka Group	166.00	38,106
38107	08/05/2014	EVERSONS	Everson's Econo Vac, Inc.	10,738.28	38,107
38108	08/05/2014	FAITHUMC	Faith UMC	300.00	38,108
38109	08/05/2014	FASTENAL	Fastenal Industrial Supplies	56.17	38,109
38110	08/05/2014	FUNRENT	Festival Rentals LLC	2,920.98	38,110
38111	08/05/2014	FRANCO	Francotyp-Postalia, Inc	296.47	38,111
38112	08/05/2014	GRAINGER	Grainger	492.02	38,112
38113	08/05/2014	GREATAME	Great America Financial Services	130.31	38,113
38114	08/05/2014	HDFOWL	H. D. Fowler Company	1,641.22	38,114
38115	08/05/2014	HALLORAN	Phillip Halloran	1,684.17	38,115
38116	08/05/2014	HANDLOS	Lynne Handlos	15.15	38,116
38117	08/05/2014	HEROHOUS	Hero House	300.00	38,117
38118	08/05/2014	HOLLYWOO	Hollywood Lights Inc	6,593.82	38,118
38119	08/05/2014	HOMEDE	Home Depot	1,712.58	38,119
38120	08/05/2014	HOPBEMSV	Hopelink Emergency Services	500.00	38,120
38121	08/05/2014	HOPEEFS	Hopelink/Emergency Food	756.25	38,121
38122	08/05/2014	IBSEN	IBSEN Towing	198.20	38,122
38123	08/05/2014	MINUTE	Mike Immel	1,571.80	38,123
38124	08/05/2014	INFORMAT	Information Station Specialists Inc	2,726.55	38,124
38125	08/05/2014	INTEGRA	Integra Telecom	2,279.20	38,125
38126	08/05/2014	IPS	Integrated Print Solutions, Inc	4,031.64	38,126
38127	08/05/2014	ISSCOMMU	Issaquah Community Network	444.85	38,127

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38128	08/05/2014	ISSCHURC	Issaquah Community Services	250.00	38,128
38129	08/05/2014	ISSFOOD	Issaquah Food & Clothing Bank	756.25	38,129
38130	08/05/2014	HONDAKU	Issaquah Honda Kubota	112.85	38,130
38131	08/05/2014	ISSAQ1	Issaquah Press, Inc.	209.38	38,131
38132	08/05/2014	ISSIGNS	Issaquah Signs	602.25	38,132
38133	08/05/2014	KALYANPU	Sandhya Kalyanpur	500.00	38,133
38134	08/05/2014	KENYON2	Kenyon Disend PLLC	36,478.33	38,134
38135	08/05/2014	KCDIST	King County District Court	90,245.00	38,135
38136	08/05/2014	KCBLANK	King County Finance	5,540.67	38,136
38137	08/05/2014	KINGGIS	King County Finance	616.00	38,137
38138	08/05/2014	KINGSH	King County Sheriff's Office	131.68	38,138
38139	08/05/2014	KCRADIO	King Cty Radio Comm Svcs	1,010.12	38,139
38140	08/05/2014	LWSFOUND	Lake Wa Schools Foundation	2,500.00	38,140
38141	08/05/2014	LAKESIDE	Lakeside Industries	1,806.10	38,141
38142	08/05/2014	LEVIN	Inna Levin	362.00	38,142
38143	08/05/2014	LEXIS	Lexis Nexis Risk Data Mgrmt	54.30	38,143
38144	08/05/2014	LORETAN	Maria Loretan	500.00	38,144
38145	08/05/2014	MANDADI	Radhika Mandadi	76.13	38,145
38146	08/05/2014	MASTERCH	Master Chorus Eastside	200.00	38,146
38147	08/05/2014	MICRO	Microflex, Inc.	34.50	38,147
38148	08/05/2014	MORRISON	Markie Morrison	31.00	38,148
38149	08/05/2014	PETTY	Francis C. Murray	1,000.00	38,149
38150	08/05/2014	NAMI	NAMI Eastside	725.00	38,150
38151	08/05/2014	NABARR	National Barricade Co., LLC	1,941.49	38,151
38152	08/05/2014	NC MACH	NC Machinery Co	4,243.71	38,152
38153	08/05/2014	NESAM	NE Sammamish Sewer & Water	668.86	38,153
38154	08/05/2014	SANCA	School Of Acrobatics and New Circus	650.00	38,154
38155	08/05/2014	NWCASC	Northwest Cascade, Inc.	2,851.28	38,155
38156	08/05/2014	NWPLAY	Northwest Playground Equipment	129.86	38,156
38157	08/05/2014	NWICC	NW Wa Chapter ICC	20.00	38,157
38158	08/05/2014	PACAIR	Pacific Air Control, Inc	1,422.49	38,158
38159	08/05/2014	POA	Pacific Office Automation	164.29	38,159
38160	08/05/2014	PACSOIL	Pacific Topsoils, Inc	6,489.39	38,160
38161	08/05/2014	PIEDMONT	Piedmont Directional Signs	1,050.00	38,161
38162	08/05/2014	PSBUS	Puget Sound Buisness Journal	165.00	38,162
38163	08/05/2014	PSE	Puget Sound Energy	20.23	38,163
38164	08/05/2014	QBS	Quality Business Systems	804.30	38,164
38165	08/05/2014	PLATT	Rexel, Inc.	272.33	38,165
38166	08/05/2014	RHOMAR	Rhomar Industries, Inc	915.60	38,166
38167	08/05/2014	RLF	RLF Enterprises, LTD	1,665.00	38,167
38168	08/05/2014	RONGERUD	John Rongerude, PS	600.00	38,168
38169	08/05/2014	SAELEE	Mey Saelee	536.00	38,169
38170	08/05/2014	SAGAUDIO	SAG Audio and Staging	4,127.60	38,170
38171	08/05/2014	SAMCITIZ	Sammamish Citizen Corps Council	5,542.02	38,171
38172	08/05/2014	SAM	Sammamish Plateau Water Sewer	18,223.19	38,172
38173	08/05/2014	SSCI	SE Security Consultants, Inc	37.00	38,173
38174	08/05/2014	SEATIM	Seattle Times	2,093.13	38,174
38175	08/05/2014	SEQUOYAH	Sequoyah Electric, LLC	833.64	38,175
38176	08/05/2014	SHERWIN	Sherwin-Williams Company	69.96	38,176
38177	08/05/2014	SOUNDPUB	Sound Publishing, Inc	663.00	38,177
38178	08/05/2014	SPRING	Springbrook Software, Inc.	1,324.46	38,178
38179	08/05/2014	MQP	St. Vincent de Paul Society	1,375.00	38,179
38180	08/05/2014	STAPLES	Staples Advantage	3,992.04	38,180
38181	08/05/2014	STECIW	Troy Steciw	445.00	38,181
38182	08/05/2014	SB&MAC	Stewart MacNichols & Harmell Inc	5,900.00	38,182
38183	08/05/2014	STUDIO3M	Studio 3MW, LLP	8,670.00	38,183
38184	08/05/2014	TAGS	Tags Awards & Specialties	20.81	38,184
38185	08/05/2014	COMPOFF	The Complete Office	98.89	38,185
38186	08/05/2014	THENOTIT	The Not-Its! Inc	680.00	38,186

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38187	08/05/2014	THERAPEU	Therapeutic Health Services	1,238.00	38,187
38188	08/05/2014	THYSSENK	Thyssenkrupp Elevator Corp.	542.68	38,188
38189	08/05/2014	TIGER	Tiger Oak Publications, Inc	850.00	38,189
38190	08/05/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	38,190
38191	08/05/2014	TREVALYN	Leanne Trevalynn	750.00	38,191
38192	08/05/2014	USGS	U.S. Geological Survey	1,890.00	38,192
38193	08/05/2014	ULINE	ULINE	2,542.04	38,193
38194	08/05/2014	UNITRENT	United Rentals NA, Inc	2,569.52	38,194
38195	08/05/2014	USBANKNA	US Bank N.A.	170.00	38,195
38196	08/05/2014	VANCE	Tom Vance	325.92	38,196
38197	08/05/2014	WAASPHAL	Wa Asphalt Pavement Assoc	220.00	38,197
38198	08/05/2014	WRPA	Wa Recreation & Parks Assoc	416.00	38,198
38199	08/05/2014	WSAA	Wa State Arts Alliance	60.00	38,199
38200	08/05/2014	WAAUDIT	Wa State Auditor's Office	4,252.04	38,200
38201	08/05/2014	WATRACTO	Washington Tractor	1,397.14	38,201
38202	08/05/2014	WAWORK	Washington Workwear Stores Inc	570.68	38,202
38203	08/05/2014	KINGWAT	King County Finance Water & Land D	77,502.59	38,203
38204	08/05/2014	WATSONSE	Watson Security	1,175.50	38,204
38205	08/05/2014	WELLSMAT	Matt Wells	225.00	38,205
38206	08/05/2014	WERRE	Lisa Werre	22.96	38,206
38207	08/05/2014	WESTERNE	Western Entrance Tech LLC	949.37	38,207
38208	08/05/2014	WESTERNS	Western Systems Inc.	3,809.86	38,208
38209	08/05/2014	NWNUISAN	Willard's Pest Control Company	89.24	38,209
38210	08/05/2014	OMWBE	Office of Minority & Women's Busine	150.00	38,210
38211	08/05/2014	ZUMAR	Zumar Industries, Inc.	229.29	38,211
Check Total:				442,792.34	

Accounts Payable  
Computer Check Register

User: mdunham  
Printed: 08/01/2014 - 9:24AM  
Batch: 00001.08.2014  
Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
38212	AMEX	American Express	8/5/2014		17.22
					12.00
		Check 38212 Total:			29.22
38213	CENTLIN2	Century Link	8/5/2014		75.70
		Check 38213 Total:			75.70
38214	COMPUCOM	CompuCom	8/5/2014		43,350.71
		Check 38214 Total:			43,350.71
38215	PSE	Puget Sound Energy	8/5/2014		268.77
		Check 38215 Total:			268.77
38216	WAREV	Wa State Dept of Revenue	8/5/2014	1739	236.04
		Check 38216 Total:			236.04
		Report Total:			43,960.44





# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** August 15, 2014  
**RE:** Claims for August 19, 2014

\$ 227,939.95  
 18,625.00  
 2,793,601.96

### Top 10 Over \$10,000 Payments

Porter Construction	\$1,504,373.85	Community & Aquatic Center 6/16 - 7/31/14
Eastside Fire & Rescue	\$491,206.08	Fire Services - August 2014
Global Contractors	\$106,516.78	2014 Curb Ramp Retrofit - July 2014
LPD Engineering	\$92,274.48	Sam Landing Phase 2 Parking Lot
Plantscapes	\$73,902.42	Pond Mowing - July 2014
Heritage Bank	\$71,979.61	Retainage Porter Bros Construction SCAC
Gray & Osborne	\$56,996.92	212th Way Design & NPDES Stormwater Basemapping
Kenyon Disend	\$40,960.07	Attorney Services July 2014
Barker Rinker Seacat	\$36,696.54	Community Center - July 2014
NW Landscaping Services	\$24,972.58	ROW & Parks Maintenance - July 2014

**TOTAL \$ 3,040,166.91**  
**Checks # 38217 - # 38353**

227,939.95 +  
 18,625.00 +  
 2,793,601.96 +  
 3,040,166.91G+

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 8/5/2014 - 9:42 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38217	08/05/2014	ANI	ANI Administrators NW Inc	1,677.55	38,217
38218	08/05/2014	AWCMED	AWC Employee BenefitsTrust	111,705.68	38,218
38219	08/05/2014	ICMA401	ICMA 401	46,421.37	38,219
38220	08/05/2014	ICMA457	ICMA457	9,096.80	38,220
38221	08/05/2014	ISD	Issaquah School District	15,755.00	38,221
38222	08/05/2014	KINGCTSD	King County Dist Court - So Div	304.16	38,222
38223	08/05/2014	LWSD	Lake Washington School Dist	34,380.00	38,223
38224	08/05/2014	PREPAIDL	LegalShield	161.40	38,224
38225	08/05/2014	PSE	Puget Sound Energy	8,145.99	38,225
38226	08/05/2014	WASUPPOR	Wa State Support Registry	292.00	38,226

Check Total: 227,939.95

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 8/7/2014 - 1:42 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38227	08/08/2014	ISD	Issaquah School District	18,625.00	38,227
				<u>18,625.00</u>	
Check Total:				<u>18,625.00</u>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 8/15/2014 - 11:15 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38228	08/19/2014	ABC	ABC Special Event Rentals	1,137.16	38,228
38229	08/19/2014	ALPINE	Alpine Products, Inc.	1,993.03	38,229
38230	08/19/2014	ANDERGAV	Gavin Anderson	65.92	38,230
38231	08/19/2014	ANI	ANI Administrators NW Inc	342.00	38,231
38232	08/19/2014	APEXPRES	Richard Miller	876.00	38,232
38233	08/19/2014	AT&TMOBI	AT&T Mobility	61.89	38,233
38234	08/19/2014	BELLCITY	City Of Bellevue	5,801.14	38,234
38235	08/19/2014	BELPAINT	Bellevue Paint & Decorating Inc	222.54	38,235
38236	08/19/2014	BELZAK	Steve Belzak	15.68	38,236
38237	08/19/2014	BEST	Best Parking Lot Cleaning, Inc	2,480.86	38,237
38238	08/19/2014	BMC	BMC Select	1,143.90	38,238
38239	08/19/2014	BRICKMAN	Brickman Group Ltd LLC	5,781.05	38,239
38240	08/19/2014	BRIM	Brim Tractor Co, Inc	601.20	38,240
38241	08/19/2014	BRS	Barker Rinker Seacat Architecture	35,696.54	38,241
38242	08/19/2014	BRUNE	Susan Brune	18.82	38,242
38243	08/19/2014	BUTKUS	Butkus Consulting, Inc.	2,675.00	38,243
38244	08/19/2014	CADMAN	Cadman, Inc.	5,774.96	38,244
38245	08/19/2014	CDW	CDW Govt Inc	525.16	38,245
38246	08/19/2014	CENTLIN2	Century Link	95.12	38,246
38247	08/19/2014	CENTRALW	Central Welding Supply	400.68	38,247
38248	08/19/2014	CERTLABS	Certified Laboratories	593.80	38,248
38249	08/19/2014	COMCAST2	COMCAST	129.30	38,249
38250	08/19/2014	COMCAST3	Comcast	1,228.91	38,250
38251	08/19/2014	COMPOFF	The Complete Office	257.66	38,251
38252	08/19/2014	CONSUMER	Consumer Rental LLC	3,532.76	38,252
38253	08/19/2014	COSTCO	Costco Wholesale	1,345.44	38,253
38254	08/19/2014	DEERE	John Deere Landscapes	597.18	38,254
38255	08/19/2014	DRSI	DRSI	905.12	38,255
38256	08/19/2014	EASTEQ	Eastside Equipment & Marine	638.45	38,256
38257	08/19/2014	EASTFIRE	Eastside Fire & Rescue	491,206.08	38,257
38258	08/19/2014	EVERBALL	Evergreen Evergreen Balloons LLC	350.00	38,258
38259	08/19/2014	EVERSONS	Everson's Econo Vac, Inc.	4,837.35	38,259
38260	08/19/2014	EWINGIRR	Ewing Irrigation	1,623.31	38,260
38261	08/19/2014	FASTENAL	Fastenal Industrial Supplies	79.55	38,261
38262	08/19/2014	FRANKEL	Robert Frankel	72.80	38,262
38263	08/19/2014	FROMWITH	Subhashini Santhanam	100.00	38,263
38264	08/19/2014	FRONTIR2	Frontier	379.97	38,264
38265	08/19/2014	GLOBALCO	Global Contractors LLC	106,516.78	38,265
38266	08/19/2014	GRAYOS	Gray & Osborne, Inc.	56,996.92	38,266
38267	08/19/2014	GREATAME	Great America Financial Services	130.31	38,267
38268	08/19/2014	HDFOWL	H. D. Fowler Company	1,816.96	38,268
38269	08/19/2014	HERITAGE	Heritage Bank	71,979.61	38,269
38270	08/19/2014	HILDE	Katherine Hilde	7.95	38,270
38271	08/19/2014	HONDAKU	Issaquah Honda Kubota	45.29	38,271
38272	08/19/2014	HWA	HWA GeoSciences, Inc	11,528.84	38,272
38273	08/19/2014	IPS	Integrated Print Solutions, Inc	10,931.87	38,273
38274	08/19/2014	ISSAQ1	Issaquah Press, Inc.	4,182.00	38,274
38275	08/19/2014	ISSCEDAR	Issaquah Cedar & Lumber	96.98	38,275
38276	08/19/2014	ISSCITY	City Of Issaquah	4,365.00	38,276
38277	08/19/2014	IVOXY	Ivoxy Consulting LLC	8,629.36	38,277

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38278	08/19/2014	JACOBSEN	Jacobs Engineering Group, Inc	4,490.98	38,278
38279	08/19/2014	JOHNSONS	Steve Johnson	30.00	38,279
38280	08/19/2014	KENYON2	Kenyon Disend PLLC	40,960.07	38,280
38281	08/19/2014	KINGFI	King County Finance A/R	2,655.94	38,281
38282	08/19/2014	KINGPET	King County Pet Licenses	440.00	38,282
38283	08/19/2014	KLEINFEL	Kleinfelder, Inc.	6,475.36	38,283
38284	08/19/2014	LAKESIDE	Lakeside Industries	2,020.92	38,284
38285	08/19/2014	LEEJACK	Jack Lee	249.78	38,285
38286	08/19/2014	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	38,286
38287	08/19/2014	LIGHTLOA	Light Loads Concrete, LLC	403.81	38,287
38288	08/19/2014	LPD	LPD Engineering PLLC	92,274.48	38,288
38289	08/19/2014	MAILPO	Mail Post	494.33	38,289
38290	08/19/2014	MALACON	Rene Malacon	27.44	38,290
38291	08/19/2014	MARTINJO	Joanna Martin	9.52	38,291
38292	08/19/2014	MINUTE	Mike Immel	409.15	38,292
38293	08/19/2014	MOBERLY	Lynn Moberly	7,500.00	38,293
38294	08/19/2014	MOFFATT	Moffatt & Nichol Engineers	688.00	38,294
38295	08/19/2014	NAPA/RED	Woodinville Auto Parts	681.61	38,295
38296	08/19/2014	NC MACH	NC Machinery Co	6,699.44	38,296
38297	08/19/2014	NESAM	NE Sammamish Sewer & Water	216.20	38,297
38298	08/19/2014	NWCASC	Northwest Cascade, Inc.	2,100.49	38,298
38299	08/19/2014	NWLSVC	NW Landscape Services of WA LLC	24,972.58	38,299
38300	08/19/2014	NWPLAY	Northwest Playground Equipment	4,676.11	38,300
38301	08/19/2014	ODELL	Thomas Odell	2,196.60	38,301
38302	08/19/2014	OILCAN	Oil Can Henry's	124.13	38,302
38303	08/19/2014	OSBORN	Osborn Consulting, Inc	15,212.48	38,303
38304	08/19/2014	PACE	Pace Engineers, Inc.	2,000.00	38,304
38305	08/19/2014	PACSOIL	Pacific Topsoils, Inc	1,227.50	38,305
38306	08/19/2014	PARTWORK	The Part Works, Inc	1,131.62	38,306
38307	08/19/2014	PHAN	Vu Phan	15.12	38,307
38308	08/19/2014	PIEDMONT	Piedmont Directional Signs	350.00	38,308
38309	08/19/2014	PLANTSCA	Plantscapes, Inc	73,902.42	38,309
38310	08/19/2014	POA	Pacific Office Automation	165.48	38,310
38311	08/19/2014	PORTER	Porter Brothers Construction, Inc	1,504,373.85	38,311
38312	08/19/2014	PSE	Puget Sound Energy	10,079.22	38,312
38313	08/19/2014	PSRC	Puget Sound Regional Council	20,856.00	38,313
38314	08/19/2014	RAINIER	Rainier Wood Recyclers Inc	121.63	38,314
38315	08/19/2014	REDMOND	City Of Redmond	202.45	38,315
38316	08/19/2014	REMNANTZ	Stephen W. Bogdanoff	800.00	38,316
38317	08/19/2014	RH2	RH2 Engineering Inc	747.60	38,317
38318	08/19/2014	ROCKMT	Rock Mountain Products LLC	49.35	38,318
38319	08/19/2014	RONGERUD	John Rongerude, PS	1,200.00	38,319
38320	08/19/2014	ROTARSAM	Rotary Club of Sammamish	52.00	38,320
38321	08/19/2014	RUIZ	Kevin Ruiz	90.72	38,321
38322	08/19/2014	SAGAUDIO	SAG Audio and Staging	2,094.20	38,322
38323	08/19/2014	SAM	Sammamish Plateau Water Sewer	23,478.67	38,323
38324	08/19/2014	SAMCHAMB	Sammamish Chamber of Commerce	1,500.00	38,324
38325	08/19/2014	SAMSYMPH	Sammamish Symphony Orchestra	1,400.00	38,325
38326	08/19/2014	SEATIM	Seattle Times	1,874.11	38,326
38327	08/19/2014	SECURITY	Security Contractor Services	419.94	38,327
38328	08/19/2014	SEQUOYAH	Sequoyah Electric, LLC	642.46	38,328
38329	08/19/2014	SPATIAL	Spatial Development Int LLC	3,127.50	38,329
38330	08/19/2014	SPRAGUE	SPRAGUE	91.98	38,330
38331	08/19/2014	STANTEC	Stantec Consulting Services	22,556.87	38,331
38332	08/19/2014	STAPLES	Staples Advantage	3,045.73	38,332
38333	08/19/2014	STOECKL	Jane C. Stoecklin	130.00	38,333
38334	08/19/2014	SUNBELT	Sunbelt Rentals	223.71	38,334
38335	08/19/2014	SWIFTTRE	Swift Tree Care	2,299.50	38,335
38336	08/19/2014	THOMASR	Roger L. Thomas	73.37	38,336

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38337	08/19/2014	TRACY	Joseph E. Tracy	251.80	38,337
38338	08/19/2014	TROSSACH	The Trossachs Group	7,500.00	38,338
38339	08/19/2014	ULINE	ULINE	2,352.35	38,339
38340	08/19/2014	UNITRENT	United Rentals NA, Inc	3,013.36	38,340
38341	08/19/2014	USBANKNA	US Bank N.A.	48.00	38,341
38342	08/19/2014	VERIZON	Verizon Wireless	2,014.53	38,342
38343	08/19/2014	VOYAGER	Voyager	9,467.06	38,343
38344	08/19/2014	WAECOL	Wa State Dept of Ecology	12,490.82	38,344
38345	08/19/2014	WAFISH	Wa Dept of Fish & Wildlife	150.00	38,345
38346	08/19/2014	WALIC	Wa Dept of Licensiing	30.00	38,346
38347	08/19/2014	WATRACTO	Washington Tractor	210.77	38,347
38348	08/19/2014	WATREAS	Wa State Treasurer	859.50	38,348
38349	08/19/2014	WERRE	Lisa Werre	22.96	38,349
38350	08/19/2014	WESTERNS	Western Systems Inc.	2,070.72	38,350
38351	08/19/2014	WINDWARD	Windward Environmental LLC	4,792.24	38,351
38352	08/19/2014	ZUMAR	Zumar Industries, Inc.	875.13	38,352
38353	08/19/2014	ZYOEK	Larry Zydek	251.80	38,353
				<hr/> <hr/>	
Check Total:				2,793,601.96	
				<hr/> <hr/>	



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** August 27, 2014  
**RE:** Claims for September 2, 2014

\$ 49,540.85  
 28,619.15  
 968,536.99  
 821,968.07

### Top 10 Over \$10,000 Payments

Lakeside Industries	\$783,604.90	2014 Pavement Program - Overlays - July 2014
King County Sheriff	\$405,376.83	Police Services - July 2014
Watson Asphalt Paving	\$391,237.05	Roadway Overlay Program
National Barricade	\$39,310.50	2 Reader boards
Plantscapes	\$30,121.81	Pond Mowing 8/4 - 8/9/14
U.S. Bank Visa Card	\$28,619.15	Visa Card Purchases - City Wide
Sammamish Plateau Water	\$18,333.28	June July August - Various Locations
Plantscapes	\$13,196.50	Pond Mowing 8/11 - 8/16/14
Top To Bottom Janitorial	\$10,300.83	Janitorial - August 2014

**TOTAL \$ 1,868,665.06**  
**Checks # 38354 - # 38353**

49,540.85 +  
 28,619.15 +  
 968,536.99 +  
 821,968.07 +  
 1,868,665.06 +

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 8/20/2014 - 9:31 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38354	08/20/2014	ANI	ANI Administrators NW Inc	1,470.22	38,354
38355	08/20/2014	ICMA401	ICMA 401	37,515.77	38,355
38356	08/20/2014	ICMA457	ICMA457	7,956.37	38,356
38357	08/20/2014	KINGCTSD	King County Dist Court - So Div	248.55	38,357
38358	08/20/2014	PSE	Puget Sound Energy	2,057.94	38,358
38359	08/20/2014	WASUPPOR	Wa State Support Registry	292.00	38,359
				<hr/> <hr/>	
Check Total:				49,540.85	
				<hr/> <hr/>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 8/25/2014 - 11:53 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38360	08/25/2014	US BANK	U. S. Bank Corp Payment System	28,619.15	38,360
				Check Total:	
				28,619.15	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 8/27/2014 - 2:47 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38361	09/02/2014	ABC	ABC Special Event Rentals	790.22	38,361
38362	09/02/2014	AICPA	AICPA	235.00	38,362
38363	09/02/2014	ALPINE	Alpine Products, Inc.	335.21	38,363
38364	09/02/2014	AMALANI	Amalani LLC	353.00	38,364
38365	09/02/2014	ANDERMEL	Melonie Anderson	22.40	38,365
38366	09/02/2014	AT&TMOBI	AT&T Mobility	62.50	38,366
38367	09/02/2014	BACKGROU	Background Source Intl	206.00	38,367
38368	09/02/2014	BELPAINT	Bellevue Paint & Decorating Inc	245.19	38,368
38369	09/02/2014	BMC	BMC Select	512.89	38,369
38370	09/02/2014	BRICKMAN	Brickman Group Ltd LLC	5,781.05	38,370
38371	09/02/2014	CADMAN	Cadman, Inc.	7,990.65	38,371
38372	09/02/2014	CDW	CDW Govt Inc	313.85	38,372
38373	09/02/2014	CENTRALW	Central Welding Supply	180.16	38,373
38374	09/02/2014	COMCAST2	COMCAST	95.80	38,374
38375	09/02/2014	CROSTON	Denny Croston	100.00	38,375
38376	09/02/2014	DAVISON	Mona Davis	50.40	38,376
38377	09/02/2014	DEERE	John Deere Landscapes	1,170.94	38,377
38378	09/02/2014	DEJONG	Cory de Jong & Son Inc	6,266.00	38,378
38379	09/02/2014	EVERSONS	Everson's Econo Vac, Inc.	866.15	38,379
38380	09/02/2014	EVSAN	Evergreen Sanitation, Inc	618.67	38,380
38381	09/02/2014	FASTENAL	Fastenal Industrial Supplies	68.67	38,381
38382	09/02/2014	GALT	John E. Galt	375.00	38,382
38383	09/02/2014	HACHEY	Lita Hachey	29.12	38,383
38384	09/02/2014	HONDAKU	Issaquah Honda Kubota	136.67	38,384
38385	09/02/2014	INTEGRA	Integra Telecom	1,232.21	38,385
38386	09/02/2014	IPS	Integrated Print Solutions, Inc	4,031.64	38,386
38387	09/02/2014	ISD	Issaquah School District	771.75	38,387
38388	09/02/2014	ISSAQ1	Issaquah Press, Inc.	142.37	38,388
38389	09/02/2014	ISSCEDAR	Issaquah Cedar & Lumber	96.98	38,389
38390	09/02/2014	ISSIGNS	Issaquah Signs	657.00	38,390
38391	09/02/2014	JAYMARC	Jaymarc Investments, Inc	307.97	38,391
38392	09/02/2014	JIRSA	Barbara Jirsa	115.21	38,392
38393	09/02/2014	KCRADIO	King Cty Radio Comm Svcs	505.06	38,393
38394	09/02/2014	KCRECORD	King County Records	1,000.00	38,394
38395	09/02/2014	KINGFI	King County Finance A/R	5,654.33	38,395
38396	09/02/2014	KINGSH	King County Sheriff's Office	405,376.83	38,396
38397	09/02/2014	LAFRANCE	Eric LaFrance	166.66	38,397
38398	09/02/2014	LAKESIDE	Lakeside Industries	349.13	38,398
38399	09/02/2014	MICRO	Microflex, Inc.	18.32	38,399
38400	09/02/2014	MINUTE	Mike Immel	61.91	38,400
38401	09/02/2014	MORGANKE	Morgan Kelly	7,744.40	38,401
38402	09/02/2014	MORUP	Morup Signs Inc	383.25	38,402
38403	09/02/2014	NABARR	National Barricade Co., LLC	39,310.50	38,403
38404	09/02/2014	NESAM	NE Sammamish Sewer & Water	249.84	38,404
38405	09/02/2014	NWCASC	Northwest Cascade, Inc.	1,472.73	38,405
38406	09/02/2014	PACAIR	Pacific Air Control, Inc	5,477.83	38,406
38407	09/02/2014	PACSOIL	Pacific Topsoils, Inc	3,524.53	38,407
38408	09/02/2014	PAXMAN	Tanner Paxman	50.00	38,408
38409	09/02/2014	PLANTSCA	Landscapes, Inc	30,121.81	38,409
38410	09/02/2014	POTHOLE	Pothole solution, LLC	1,850.00	38,410

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38411	09/02/2014	QBS	Quality Business Systems	471.40	38,411
38412	09/02/2014	SAM	Sammamish Plateau Water Sewer	18,333.28	38,412
38413	09/02/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	38,413
38414	09/02/2014	WAAUDIT	Wa State Auditor's Office	4,850.47	38,414
38415	09/02/2014	WATRAILS	Wa Trails Assoc	5,850.00	38,415
38416	09/02/2014	WATSON	Watson Asphalt Paving Co	391,237.05	38,416
38417	09/02/2014	WERRE	Lisa Werre	16.16	38,417
Check Total:				968,536.99	

Accounts Payable  
 Check Register Totals Only

User: mdunham  
 Printed: 8/28/2014 - 8:24 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38418	09/02/2014	ALDORTH	Kurt Aldworth	219.72	38,418
38419	09/02/2014	CADMAN	Cadman, Inc.	1,910.63	38,419
38420	09/02/2014	CENTRALW	Central Welding Supply	278.71	38,420
38421	09/02/2014	DEERE	John Deere Landscapes	52.71	38,421
38422	09/02/2014	FRUHLING	Fruhling, Inc	5,157.45	38,422
38423	09/02/2014	LAKESIDE	Lakeside Industries	1,235.33	38,423
38424	09/02/2014	LAKESIDE	Lakeside Industries	783,604.90	38,424
38425	09/02/2014	LESSCHWA	Les Schwab Tire Center	1,052.86	38,425
38426	09/02/2014	NESAM	NE Sammamish Sewer & Water	8,023.84	38,426
38427	09/02/2014	PAPE	Pape Machinery Exchange	4,087.64	38,427
38428	09/02/2014	PLANTSCA	Plantscapes, Inc	13,196.50	38,428
38429	09/02/2014	SAM	Sammamish Plateau Water Sewer	67.06	38,429
38430	09/02/2014	ULINE	ULINE	2,497.93	38,430
38431	09/02/2014	WATRACTO	Washington Tractor	582.79	38,431
Check Total:				821,968.07	



# City Council Agenda Bill

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**Meeting Date:** September 2, 2014

**Date Submitted:** August 26, 2014

**Originating Department:** Public Works

**Clearances:**

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

**Subject:** 212<sup>th</sup> Avenue SE Gap Project – Preliminary Design Contract

**Action Required:** Authorize the City Manager to execute a Contract Agreement with David Evans and Associates, Inc. for Engineering and Professional Services for preliminary design of the 212<sup>th</sup> Ave SE Sidewalk Gap project.

**Exhibits:** 1. Agreement for Services

**Budget:** \$650,000 in the 2014 Transportation Capital Improvement Fund

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**Summary Statement:**

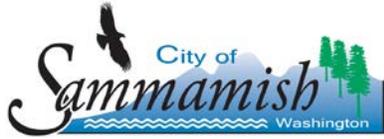
This contract agreement will provide preliminary engineering and alternatives evaluation for non-motorized improvements across wetlands on 212<sup>th</sup> Avenue SE from SE 24<sup>th</sup> Street northward to improvements constructed by the Crossings at Pine Lake subdivision. The purpose of the project is to complete a gap in existing non-motorized improvements on this corridor.

**Background:**

This project is included in the 2015-2020 Six Year Transportation Improvement Program. The preliminary design will evaluate alternatives for constructing pedestrian and bike accommodations immediately adjacent to a wetland and a stream. The length of improvements is approximately 650 feet. Alternatives may include an elevated boardwalk, a cantilevered sidewalk or possibly earthen fill. A recommended alternative is expected to be presented to Council in January, with final design and construction planned for 2015.

This project fills a gap between previously constructed improvements. These include a gravel trail constructed by City crews between SE 24<sup>th</sup> Street and SE 32<sup>nd</sup>, and full half-street improvements to the north constructed by the Crossings at Pine Lake subdivision, completed 2010 and 2007, respectively. Eliminating this existing non-motorized gap will expand the safe walking route for students of Creekside Elementary School.

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## City Council Agenda Bill

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### **Financial Impact:**

The 2014 Transportation Capital Improvement Fund includes \$650,000 for non-motorized improvements.

The scope and fee negotiated with David Evans and Associates, Inc. is within the range customary for a project of this size and complexity. The contract includes \$5,000 for a management reserve fund to cover unforeseen tasks. The management reserve fund is not utilized without written authorization by the City. The budget for the current scope is as follows:

#### Preliminary Design Breakdown

Preliminary Design	\$49,602
Management Reserve	\$5,000
<hr/>	
Total Preliminary Budget	\$54,602

### **Recommended Motion:**

Move to authorize the City Manager to execute a contract with the David Evans and Associates, Inc. in the amount of \$54,602 for Engineering and Professional Services in association with the 212<sup>th</sup> Avenue SE Gap project.

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: David Evans and Associates Inc.

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$54,602

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.

## Exhibit 1

### 7. Insurance.

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

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

#### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

#### **Other Insurance Provisions**

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

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

#### **Verification of Coverage**

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

### 8. Record Keeping and Reporting.

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

## Exhibit 1

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

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

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

**10. Termination.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

Jed Ireland  
City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: 425-295-0563  
e-mail: jireland@sammamish.us

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

Scott Soiseth  
David Evans and Associates, Inc.  
415-118th Avenue SE  
Bellevue, WA 98005  
Phone number: 425-519-6590  
e-mail: sbs@deainc.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

By: Manuel Feliberti

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

Print Name: Manuel Feliberti

Title: City Manager

Title: Associate

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

Date: 8/26/2014

Attest/Authenticated:

Approved As To Form:

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

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

# **EXHIBIT A**

## **CITY OF SAMMAMISH 212TH AVENUE SE NON-MOTORIZED IMPROVEMENTS**

### **Phase 1**

### **Scope of Services**

**Prepared by:**

**David Evans and Associates, Inc.  
415 118th Avenue SE  
Bellevue, WA 98005**

**August 19, 2014**

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## **TASK 1.00 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES**

### **1.01 Project Description**

The City of Sammamish (CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of a topographic survey and alternatives analysis for the 212th Avenue SE Non-Motorized Improvements (Phase 1). This project includes an alternatives evaluation and the design of bike lanes and sidewalks along the west side 212th Avenue SE from the Crossing Subdivision to SE 24th Street. The project will construct curb, gutter, sidewalk, sidewalk structures, bike lanes, and landscaping.

The major features of the project include:

- Survey and base mapping.
- Alternatives evaluation for proposed half-street improvements and sidewalk structure across wetland.

### **1.02 Design Criteria**

The design and PS&E will be based on the requirements of the City of Sammamish Public Works Standards. Project specifications shall be based on the 2014 WSDOT Standard Specifications and the City of Sammamish's General Special Provisions.

### **1.03 Project Deliverables Furnished by the CONSULTANT**

The CONSULTANT shall maintain a project file for pertinent work items. The CLIENT review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CLIENT as part of this agreement:

- 3 copies each of the draft and final Alternative Technical Memorandum
- 1 hard and electronic copy of the 30% Preliminary Design Exhibit (roll plot)
- 1 hard and electronic copy of the 30% Cost Estimate

### **1.04 Responsibilities and Services Provided by the CLIENT**

The CLIENT will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, G.I.S. maps, and other mapping information as available to the CONSULTANT.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed or revisions.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.

### **1.05 Project Assumptions**

- All drawings will be prepared in AutoCAD 2012 format, utilizing the CONSULTANT's CADD standards, and drawn at one inch equals forty feet for 11" x 17" plans. Only 11"x17" plans will be developed for this Scope of Services.

## Exhibit 1

- Specifications will follow WSDOT/APWA Standard Specifications 2014 and the City of Sammamish's General Special Provisions.
- The project duration is assumed to be three (3) months.

## TASK 2.00 PROJECT MANAGEMENT AND QUALITY CONTROL

### 2.01 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

### 2.02 Develop Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 3-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

**Deliverables:** Project Schedule and Monthly Updates.

### 2.03 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

**Deliverables:** Monthly Invoices and Progress Reports (4 total).

### 2.04 Project Kick-off Meeting and Progress Meetings

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and

## Exhibit 1

guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to three (3) meetings with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend one meeting every month with the CLIENT's project manager for the duration of the project. The meetings will be held in a location acceptable to the CLIENT and the CONSULTANT.

**Deliverables:** Meeting Minutes (3 total).

### 2.05 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

### 2.06 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

## TASK 3.00 SURVEY

### 3.01 Field Review

The CONSULTANT and project team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, mail boxes, ADA compliance, utilities (underground and overhead), potential intersection site distance and clear zone issues, and drainage issues.

### 3.02 Data Collection

The CONSULTANT will research CLIENT records to recover the monumentation controlling the site.

The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CLIENT and respective utility agencies for inclusion in the mapping.

### 3.03 Horizontal and Vertical Control Network

The CONSULTANT shall establish local horizontal and vertical control points throughout the project limits for the purpose of performing surveying services. Horizontal and vertical control points shall be

## Exhibit 1

based upon at least two local control monuments which will then be referenced on the final drawings. These monuments shall serve as the basis of the horizontal coordinates and control of the site.

The CONSULTANT shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

### 3.04 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The CONSULTANT shall establish the existing centerlines and rights-of-way within the project limits for preparation of the right-of-way base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records and maps for the west side of the road. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

### 3.05 Topographic Survey

The CONSULTANT shall prepare a project topographic base map. This base map will incorporate City and franchise utility 'as-built' information, right-of-ways and road centerlines, property lines, and other existing features within the project limits including:

- a. Pavement limits
- b. Driveways
- c. Fences
- d. Storm drainage structures with pipe invert elevations
- e. Sanitary sewer manholes with pipe invert elevations
- f. Water valves, fire hydrants, and associated features with nut elevations
- g. Electrical power vaults and associated surface features
- h. Telephone manholes and pedestals
- i. Natural gas valves, meters, and warning markers
- j. Cable TV pedestals
- k. Street lighting
- l. Signage
- m. Utility poles
- n. Overhead wires, guy wires
- o. Meters
- p. Road channelization
- q. Trees
- r. Street markings
- s. Wetland delineation flags and buffer

The project area surveyed will be at the existing edge of pavement on the east side of the roadway and 15 feet beyond the existing right-of-way on the west side of roadway. A full survey of stormwater systems at the intersection of SE 24th Street will be included.

The CONSULTANT will contract with an Underground Utility Locate Service to set paint marks as the surface location of the underground utility. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The CONSULTANT will prepare the final topographic survey map with a one-foot contour within the paved surfaces of the roadway prism and a two-foot contour on non-paved surfaces outside the

## Exhibit 1

roadway prism. The mapping shall be plotted at a scale of one inch equals forty feet (1"=40') with a one-foot contour interval.

**Deliverables:** Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD.

## **TASK 4.00 ALTERNATIVES ANALYSIS (PRELIMINARY DESIGN)**

### **4.01 Project Site Visits (2 Total)**

The CONSULTANT shall conduct 2 site visits during the Alternatives Analysis to become familiar with the site. CLIENT staff shall be present at the site visits, if requested.

### **4.02 Alignment/Typical Section Alternatives**

The CONSULTANT shall develop alternatives for the roadway alignment and cross-sections to determine the best fit scenario to minimize wetland impacts with the sidewalk improvements. Up to three (3) alternatives shall be developed and will be evaluated on the amount of wetland impacts. An Alternative Analysis Technical Memorandum will be prepared and shall include the following:

- Plan view and cross-sections for each alternative.
- Identification and analysis of different sidewalk structure types across wetland.
- Identification of the preferred alternative.

The CONSULTANT shall develop the 30% preliminary design and cost estimate for each alternative. The CONSULTANT shall prepare a plan view exhibit showing the 30% preliminary design overlaid on an aerial photograph. The exhibit will be used by the CLIENT for the City Council presentation and for the project's website.

**Deliverables:** Draft Alternative Technical Memorandum.  
Final Alternative Technical Memorandum.  
30% Preliminary Design Exhibit (hard copy roll plot and electronic pdf file).  
30% Cost Estimates (hard copy and electronic pdf file).

## **TASK 5.00 ENVIRONMENTAL DOCUMENTATION**

The Phase 1 environmental documentation scope of services is limited to wetland delineation and classification. A supplement to the environmental documentation scope of services will be prepared if the CLIENT moves forward with final design of the project.

### **5.01 Wetland Delineation and Classification**

The CONSULTANT shall delineate and classify the wetland along the west side of the 212th Avenue SE within the project limits. The wetland and buffer area will be included in the topographic survey under Task 3.00.

**Assumptions:**

- The CONSULTANT assumes that there is no more than one wetland to delineate along the project limits.

Exhibit 1

**PHASE 2 FINAL DESIGN AND PS&E**

Phase 2 Final Design and PS&E preparation will be negotiated as a separate supplement to this contract.

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

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

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

Consultant: David Evans and Associates, Inc.

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

Telephone: 425-519-6590

Email Address: sbs@deainc.com

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

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

Specific Program: 212<sup>th</sup> Ave SE Gap Project

\_\_\_\_\_  
 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: 340-409-595-30-63-00
Date:

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

**Finance Dept.**

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

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

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

Please check the appropriate category:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**Attachment B**  
**CITY OF SAMMAMISH**  
**212TH AVENUE SE NON-MOTORIZED IMPROVEMENTS**  
**Cost Estimate**

**David Evans and Associates, Inc.**

	<b>Classification</b>	<b>Hrs.</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
1	Project Manager (PMGR)	61		\$ 187.30	\$	11,425
2	QA/QC Manager (MGPE)	12		\$ 187.30	\$	2,248
3	Professional Engineer (PFEN)	98		\$ 138.57	\$	13,580
4	Sr. Bridge Engineer (SBEN)	6		\$ 167.50	\$	1,005
5	Bridge Engineer (BREN)	12		\$ 112.68	\$	1,352
6	Sr. CADD Technician (SCAD)	18		\$ 123.34	\$	2,220
7	Survey Manager (SVYM)	8		\$ 179.68	\$	1,437
8	Professional Land Surveyor (PLSU)	20		\$ 111.16	\$	2,223
9	Survey Technician (SVTE)	32		\$ 91.37	\$	2,924
10	Party Chief (PCHF)	32		\$ 106.59	\$	3,411
11	Instructment Person (INST)	32		\$ 79.18	\$	2,534
12	Sr. Scientist (SSCI)	12		\$ 125.78	\$	1,509
13	Administrative Assistant (ADMA)	20		\$ 88.01	\$	1,760
14	Project Administrator (PADM)	6		\$ 100.81	\$	605

Total Hrs. 369.0

**Salary Cost** **\$ 48,234**

<b>Direct Expenses</b>	<b>No.</b>	<b>Unit</b>	<b>Each</b>	<b>Cost</b>
Reproduction Costs				
Reports	6		\$70 est.	\$ 420
Mail/Deliveries/Fed Ex	2		\$30 est.	\$ 60
Underground Utility Locates	8	hours @	\$90	\$ 720
Mileage	300	miles @	\$0.560 /mile	\$ 168

**Subtotal** **\$ 1,368**

**DEA Subtotal** **\$ 49,602**

**Management Reserve**

David Evans and Associates **\$ 5,000**

**Management Reserve Total** **\$ 5,000**

**Total Contract Amount** **\$ 54,602**

**Attachment B  
CITY OF SAMMAMISH  
212TH AVENUE SE NON-MOTORIZED IMPROVEMENTS  
Hour Estimate**

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	DEA	DEA
Item No.	Work Item	Project Manager (PMGR)	QA/QC Manager (MGPE)	Professional Engineer (PFEN)	Sr. Bridge Engineer (SBEN)	Bridge Engineer (BREN)	Sr. CADD Technician (SCAD)	Survey Manager (SYM)	Professional Land Surveyor (PLSU)	Survey Technician (SYTE)	Party Chief (PCHF)	Instrument Person (INST)	Sr. Scientist (SSC)	Administrative Assistant (ADMA)	Project Administrator (PADM)	Total hrs	Total \$
<b>2.00</b>	<b>Project Management and Quality Control</b>																
2.01	Project Management (2 hrs/week for 3 mo)	24												2	2	28	\$4,873
2.02	Develop Project Schedule	4														4	\$749
2.03	Monthly Invoices/Progress Reports (4 Total)	6											2	4	12	\$1,703	
2.04	Project Kick-off Meeting and Two Progress Meetings	10		10									2		22	\$3,435	
2.05	Quality Control/Quality Assurance Review		12												12	\$2,248	
2.06	Change Management	3													3	\$562	
	<b>Work Item 2.00 Total</b>	<b>47</b>	<b>12</b>	<b>10</b>									<b>6</b>	<b>6</b>	<b>81</b>	<b>\$13,569</b>	
<b>3.00</b>	<b>Survey</b>																
3.01	Field Review							2	4							6	\$804
3.02	Data Collection	1						2	2	8	24	24				61	\$5,959
3.03	Horizontal and Vertical Control Network							1	4	4	8	8				25	\$2,476
3.04	Establish Road Centerline Alignments and Right-of-Way (Base Map)							2	8							10	\$1,249
3.05	Topographic Survey							1	2	20						23	\$2,229
	<b>Work Item 3.00 Total</b>	<b>1</b>						<b>8</b>	<b>20</b>	<b>32</b>	<b>32</b>	<b>32</b>			<b>125</b>	<b>\$12,716</b>	
<b>4.00</b>	<b>Alternatives Analysis</b>																
4.01	Project Site Visits (2 Total)	3		6												9	\$1,393
4.02	Alignment/Typical Section Alternatives																
4.02.1	Plan Layout	2		24			8									34	\$4,687
4.02.2	Typical Sections	2		8	4	8										22	\$3,055
4.02.3	Technical Alternative																
4.02.3.1	Draft	2		24			2						2	8		38	\$4,903
4.02.3.2	Final	1		12			2						1	6		22	\$2,751
4.02.4	30% Preliminary Design Exhibit	1		6			6									13	\$1,759
4.02.5	30% Cost Estimate	2		8	2	4										16	\$2,269
	<b>Work Item 4.00 Total</b>	<b>13</b>		<b>88</b>	<b>6</b>	<b>12</b>	<b>18</b>		<b>8</b>	<b>20</b>	<b>32</b>	<b>32</b>	<b>3</b>	<b>14</b>	<b>154</b>	<b>\$20,816</b>	
<b>5.00</b>	<b>Environmental Documentation</b>																
5.01	Wetland Delineation and Classification												9			9	\$1,132
	<b>Work Item 5.00 Total</b>												<b>9</b>		<b>9</b>	<b>\$1,132</b>	
	<b>EXPENSES</b>																<b>\$1,368</b>
	<b>PROJECT WORK TOTALS ITEMS 1.0 - 5.0</b>	<b>61</b>	<b>12</b>	<b>98</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>8</b>	<b>20</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>12</b>	<b>20</b>	<b>6</b>	<b>369</b>	<b>\$49,602</b>
	<b>Management Reserve Total</b>																<b>\$5,000</b>
	<b>TOTAL CONTRACT AMOUNT</b>	<b>61</b>	<b>12</b>	<b>98</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>8</b>	<b>20</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>12</b>	<b>20</b>	<b>6</b>	<b>369</b>	<b>\$54,602</b>



# City Council Agenda Bill

**Meeting Date:** September 2, 2014

**Date Submitted:** August 21, 2014

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** Interlocal: Business License Servicing Agreement – Department of Revenue

**Action Required:** Authorize City Manager to sign agreement

**Exhibits:** 1. Draft Agreement

**Budget:**

**Summary Statement:** Due to restructuring at the State level, the oversight for business licensing services has been transferred from the Department of Licensing to the Department of Revenue (DOR). DOR has also changed over to a system called OPAY for credit card processing, allowing DOR to charge the customer the transaction fee. To accommodate the changes, a new agreement was necessary.

**Background:** In 2002 the City Council adopted a business license requirement. This would allow the City to track the number of businesses in the city. The fee was set at a nominal level of \$15.00. In 2003 the City entered into an agreement with the Washington State Department of Licensing for Business Licensing Services. For a small fee they process all business license applications and renewals for the City (\$19.00 for original application and \$11.00 for renewal). Sammamish was one of the first cities to join in this partnership. There are now over sixty cities in the program.

Business benefits from this partnership: Most licensing is done via the website at [www.business.wa.gov/BLS](http://www.business.wa.gov/BLS). At this website customers can apply for their Master License, as well as a license from any participating city and 40 other state licenses with one application and one processing fee.

City benefits: DOR process all the business licenses and renewals rather than City Staff. DOR also provides weekly lists of licenses for City approval, reports on revenue generated, delinquent accounts and lists of all businesses in the city.

**Financial Impact:** There is no additional financial impact caused by entering into this new agreement.

**Recommended Motion:** Authorized the City Manager to sign the interlocal agreement with the Department of Revenue for Business Licensing Services.



## BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

	State of Washington Department of Revenue Business Licensing Services	City of Sammamish
	(“Revenue”)	(“Partner”)
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	801 228 <sup>th</sup> Avenue SE Sammamish, WA 98075
Delivery Address	6500 Linderson Way SW, Ste 102 Tumwater, WA 98501	801 228 <sup>th</sup> Avenue SE Sammamish, WA 98075
Contact Person:	Maria Moore Phone: (360) 705-6601 FAX: (360) 705-6699 E-Mail: <a href="mailto:mariam@dor.wa.gov">mariam@dor.wa.gov</a>	Melonie Anderson Phone: (425) 295-0511 FAX: (425) 295-0600 E-Mail: <a href="mailto:manderson@ci.sammamish.wa.us">manderson@ci.sammamish.wa.us</a>

II. Purpose

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective Date

This Agreement is effective as of (*check one*):  (mm/dd/yyyy).  
 the date of the last signature of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner’s license endorsement as authorized by Partner.

- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

#### V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue;
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

## VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- The Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and/or collecting fees related to Partner's licensing or other regulatory activities. If a suitable alternative to the credit card processing can be established, eliminating the requirement of Partner reimbursement for credit card bank fees, this provision can be disregarded upon implementation of the suitable alternative without amending this Agreement. The Partner is still accountable for remaining credit card bank fees owed prior to implementation of the suitable alternative.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

## VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

## VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

## IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

## X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous.

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. **No Waiver.** The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. **Assignment and Delegation.** Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. **Survival.** Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. **No third party beneficiaries.** This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. **Amendments.** No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. **Merger and integration.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. **Changes in law.** The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

*IN WITNESS WHEREOF*, this Agreement is executed effective as of the date specified above.

State of Washington  
Department of Revenue  
Business Licensing Services

City of Sammamish

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Template approved as to form

Approved as to form

On File  
\_\_\_\_\_  
Kelly Owings,  
Assistant Attorney General for Washington State

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

**EXHIBIT A**  
**CONFIDENTIALITY AND DATA SHARING**

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share all data, including Confidential Licensing Information, pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1)(b) and includes, but is not limited to, any information included in the business license applications, renewal applications, and business licenses under the Business Licensing Service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - permitted under an express disclosure exception in RCW 19.02.115;
  - ordered under any judicial or administrative proceeding; or

- otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant to a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to Revenue of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

## 6. Breach of Confidentiality

In the event of any use, access, or disclosure of Confidential Licensing Information by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information; however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

## 7. Ownership and Retention of Records

Except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with Chapter 40.14 RCW and applicable local government retention schedules as approved by the Office of the Secretary of State.

## 8. Data Security

All data provided by Revenue shall be stored on a secure environment with access limited to the least number of staff needed to complete the purpose of this Agreement.

### a. Protection of Data

Partner agrees to store data on one or more of the following media and protect the data as described:

- 1) Workstation Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must be encrypted to protect Revenue data in the event the device is stolen.
- 2) Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card

- key, combination lock, or comparable mechanism. Backup copies for disaster recovery purposes must be encrypted if recorded to removable media.
- 3) Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by Revenue on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the Agreement purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access Revenue data on optical discs must be located in an area which is accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  - 4) Data storage on portable devices or media.
    - a) Confidential Licensing Information may be stored by Partner on portable devices or media provided the data shall be given the following protections:
      - i. Encrypt the data with a key length of at least 128 bits
      - ii. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
      - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
      - iv. Physically protect the portable device(s) and/or media by:
        - Keeping them in locked storage when not in use;
        - Using check-in/check-out procedures when they are shared; and
        - Taking frequent inventories.
    - b) When being transported outside of a secure area, portable devices and media with Confidential Licensing Information must be under the physical control of Partner staff with authorization to access the data.
    - c) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
    - d) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs, Blu-Rays), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).
  - 5) Confidential Licensing Information received from Revenue will be encrypted using National Institute of Standards and Technology (NIST) approved cryptographic algorithms or modules when transmitted over the Internet, including information attached to or within email.
- b. Safeguards Against Unauthorized Access and Re-disclosure

Partner shall exercise due care to protect all Confidential Licensing Information from unauthorized physical and electronic access. Partner shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:

- 1) Partner will store the information in an area that is safe from access by unauthorized persons when not in use.
- 2) Partner shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential or sensitive data.
- 3) Partner shall instruct all individuals with access to the Confidential Licensing Information regarding the confidential nature of the information, the requirements of Use of Data and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

\*\*\*\*end\*\*\*\*\*



### Tax and License Confidentiality Affidavit

This form must be completed and signed by every individual (including mayor, councilmember, treasurer, city manager, etc.) with access to confidential tax or licensing information.

An individual who discloses confidential information to an unauthorized person is guilty of a misdemeanor. See RCW 82.32.330(6) and 19.02.115(5)

#### Acknowledgement of Confidentiality

I \_\_\_\_\_ employed by \_\_\_\_\_  
*(Print name)*

swear or affirm that I have read and understand the requirements regarding the protection of tax and/or licensing information provided by the Department as stated in [RCW 82.32.330](#) and [19.02.115](#). I further understand that this information is privileged and confidential, and therefore shall not be disclosed to any person not entitled to knowledge of such information. I understand that my use or disclosure of confidential tax information may be further restricted by an information-sharing agreement.

Dated: \_\_\_\_\_  
*(Signature)*

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Notary Public)*

Notary in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**Authorization** - Authorization is given by someone other than the person being given access to information.

I \_\_\_\_\_ of \_\_\_\_\_  
*(Print name and title)* *(Print jurisdiction)*

authorize \_\_\_\_\_ who has a business need to access the following  
*(Print name and title)*

from the Washington State Department of Revenue (check all that apply):

- Licensing Information (available to BLS partners only)
- Tax Information

\_\_\_\_\_  
*(Signature)*

Exhibit  
Taxpayer information reported to the Department of Revenue (Department) is confidential and only authorized individuals with a business need may view these records. In addition, the information may only be shared with individuals in your jurisdiction who have a signed Confidentiality Affidavit on file with the Department.

### **Licensing Information [RCW 19.02.115](#)**

<http://apps.leg.wa.gov/RCW/default.aspx?cite=19.02.115>

Licensing information that is collected and maintained through the Business Licensing Service (BLS) is confidential and may not be disclosed by any person unless and to the extent expressly authorized by statute, local law, or administrative rule.

Licensing information is defined under RCW 19.02.115(1)(b) and includes, without limitation, all information included in any initial and renewal business license applications and business licenses under the BLS program.

### **Tax Information [RCW 82.32.330](#)**

<http://apps.leg.wa.gov/RCW/default.aspx?cite=82.32.330>

Tax information is information reported to the Department by a taxpayer, any Department actions with a taxpayer, or other data received by, recorded by, prepared by, furnished to, or collected by the Department with respect to any actions with the taxpayer. Tax information includes the taxpayer's identity, nature, source, or amount of the taxpayer's income, payments, credits, or tax payments. The following taxes are covered by this statute including but not limited to:

- Business & Occupation Tax
- Sales/Use Tax
- Lodging taxes
- Public Utility Tax
- Brokered Natural Gas (BNG)
- E-911 taxes
- Real Estate Excise Tax (REET)
- Leasehold Excise Tax

### **Data Security**

Keep all data secure regardless of medium.

- ✓ Print only information you need
- ✓ Do not leave documents on printers
- ✓ Copy or download electronic data only as needed and save where only authorized persons can access
- ✓ Communication of confidential information via email, including attachments, is prohibited

### **Determining Whether Information is Confidential**

Pages 3 and 5 of this form include examples demonstrating what is confidential, when information may be disclosed, and to whom it may be disclosed.

### **Disclosure Penalty**

Any person acquiring knowledge of any licensing or tax information as provided under RCW 19.02.115 or 82.32.330 who discloses any such licensing or tax information to another person not entitled to knowledge of such information under the provisions of these statutes is guilty of a misdemeanor.

### **Questions**

If you have questions, visit our website at [dor.wa.gov](http://dor.wa.gov) and search for "public records" or contact the Department's Public Records Officer Designee at (360) 705-6647 or [DORPublicRecords@dor.wa.gov](mailto:DORPublicRecords@dor.wa.gov).

Exhibit 1

**What types of tax or licensing information received from the Department are confidential?**

This table provides examples of when information your jurisdiction receives from the Department may or may not be shared with others.

#	Scenario	Confidential Information Yes or No?	Access
1.	The Mayor asks if ABC Painting is reporting sales tax to your city.	Yes, detailed information about a business's tax reporting is confidential. Even though the mayor didn't ask for actual dollar amounts, disclosing whether the business has reported or not is considered a disclosure.	If the Mayor has a business need and submitted a signed Confidentiality Affidavit to the Department, the information may be shared.
2.	A councilmember asks how much tax Jim's Plumbing has reported to your jurisdiction.	Yes, detailed information regarding a business's tax reporting is confidential.	If the councilmember has a business need and submitted a signed Confidentiality Affidavit to the Department, the information may be shared.
3.	An employee of the fire department wants to know if Joe's Automotive indicated on their business license that they would be storing flammable or toxic materials.	Yes, the information contained on the business application, including the city addendum, is confidential.	If the employee of the fire department has a business need and submitted a signed Confidentiality Affidavit to the Department, the information may be shared.
4.	The county's monthly local tax distribution amount is higher than normal due to reporting of one taxpayer. At a council meeting, the difference is discussed but no taxpayer name is disclosed.	No, talking about the distribution amounts as a whole and even stating that it is due to one taxpayer's reporting is allowed as long as the taxpayer's name and the amount the taxpayer reported is not disclosed.  The taxpayer's business activity (i.e. hotel) cannot be disclosed if there are less than three businesses with that activity in the jurisdiction.	General public, city/county staff, media

Exhibit 1 #	Scenario	Confidential Information Yes or No?	Access
5.	The Treasurer asks whether a business is registered and if so what is their address?	<p>No, any information contained in the on-line <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">Business Registration Lookup</a> is considered public information. (<a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>)</p> <p>Information contained in the Department's on-line <a href="http://bls.dor.wa.gov/LicenseSearch/">Business License Lookup</a> is also considered public information. (<a href="http://bls.dor.wa.gov/LicenseSearch/">http://bls.dor.wa.gov/LicenseSearch/</a>)</p>	General public, city/county staff, media
6.	Another jurisdiction contacts you to see if ABC Painting has reported sales tax to your jurisdiction.	Yes, the information we send one jurisdiction may not be shared with another.	<p>The Department provides each jurisdiction the information they are entitled to receive based on how the taxpayer has reported on their Combined Excise Tax Return.</p> <p>The jurisdiction requesting the information should contact the Department to investigate the taxpayer's local tax coding.</p>
7.	A reporter contacts you to confirm the amount of tax reported by a taxpayer to your jurisdiction. The reporter got the figure from the business.	Yes.	Even though the reporter got the amount from the taxpayer, any confirmation by a local jurisdiction is considered a release of confidential information.

Exhibit 1 #	Scenario	Confidential Information Yes or No?	Access
8.	A Finance Director prepares a report for a council meeting showing the sales tax distributions by NAICS code.	<p>Depends on the number of taxpayers:</p> <p><b>Yes</b> As a policy, DOR does not disclose information when there are less than three taxpayers in a NAICS code. If there are less than three, the public or the taxpayers involved may be able to determine the income reported by the taxpayers.</p> <p><b>No</b> If there are three or more taxpayers, there is no risk of disclosure.</p>	<p>If less than three - only the jurisdiction's employees or authorized individuals (mayor, councilperson, etc.) with a business need and a signed Confidentiality Affidavit on file may view the information.</p> <p>Three or more – general public, city/county staff, media.</p>

NOTE: a local jurisdiction may release taxpayer information if you provide the Department a [Confidential Tax Information Authorization](http://dor.wa.gov/Docs/forms/Misc/27-0055e.pdf) form (<http://dor.wa.gov/Docs/forms/Misc/27-0055e.pdf>) signed by the taxpayer.

To inquire about this form in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.



# City Council Agenda Bill

**Meeting Date:** September 2, 2014

**Date Submitted:** August 26, 2014

**Originating Department:** Public Works

**Clearances:**

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

**Subject:** Transit Now Financial Partnership Agreement Amendment

**Action Required:** Authorize the City Manager to execute an Amendment to the Agreement with King County for additional transit service on Metro Route 269

**Exhibits:** 1. Transit Now Direct Financial Partnership Agreement - Amendment No. 2

**Budget:** \$120,000 in the adopted 2013-2014 Street Fund.  
\$120,000 proposed in the 2015-2016 Street Fund Budget.

**Summary Statement:**

The City of Sammamish has teamed with the City of Redmond, Microsoft, and the City of Issaquah to extend the current partnership with King County Metro to provide an additional year of increased peak-hour transit service between Overlake and Issaquah through Sammamish along 228th Avenue.

**Background:**

The Transit Now initiative to expand transit service was approved by King County voters in the November 2006 general election. This initiative includes a new opportunity for organizations to form partnerships with King County Metro for additional transit service. Under these partnerships, an organization's funds are matched by Metro on a 2-to-1 basis.

In September 2007, the City of Sammamish, together with the City of Redmond, Microsoft, and the City of Issaquah submitted a proposal to provide improved peak period, peak direction service on Route 269 between the Overlake Urban Center in Redmond and the Cities of Sammamish and Issaquah. The proposal was ranked favorably and was selected by Metro for implementation. Council approved the original five (5) year partnership agreement on April 15, 2008. Additional service began in September 2008 consisting of an increased service frequency of 20 minutes in the peak direction with 3 added AM trips and 4 added PM trips.

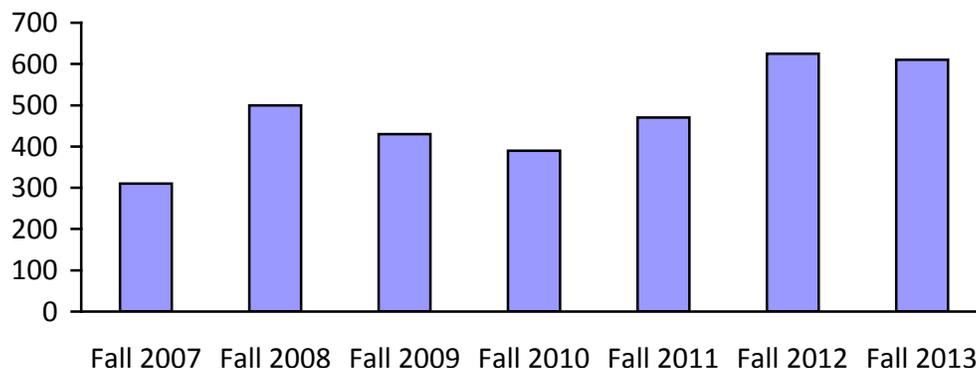
King County Council provided County staff the administrative authority to renew the agreement up to five additional years. The original five-year agreement was set to expire in 2013, but was amended last year to provide for a one-year extension, continuing the enhanced Route 269 service until September 26, 2014. King County Metro staff have worked diligently to keep the partnership in force for at least one more year. This second amendment will extend the partnership service for an additional year until September 25, 2015.



## City Council Agenda Bill

Since implementation, the City has contributed \$295,538 to the Route 269 Partnership. King County Metro staff continue to report that the additional trips have been successful. Ridership showed a significant increase before the effects of the economic recession. Ridership has increased in each of the last three years. At 625 daily riders, the fall 2012 count was the highest recorded

### Route 269 Ridership



### Financial Impact:

The Agreement term is one year. The cost to extend the agreement for one additional year is estimated at \$56,520

The total cost to provide the additional year of service is \$565,190 and is apportioned as follows:

King County Metro:	\$ 376,790	66 2/3 %
<b>City of Sammamish:</b>	<b>\$ 56,520</b>	<b>10%</b>
City of Redmond:	\$ 56,520	10%
Microsoft:	\$ 56,520	10%
City of Issaquah:	\$ 18,840	3 1/3 %

King County will bill the City two times per year for the City's share of the increased transit service.

### Recommended Motion:

Move to authorize the City Manager to execute an amendment to the agreement with King County for additional transit service on King County Metro Route 269.

**AMENDMENT No. 2**  
**to the**  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
**between**  
**KING COUNTY**  
**and**  
**THE CITIES OF SAMMAMISH, REDMOND AND ISSAQUAH, WASHINGTON**  
**AND**  
**MICROSOFT CORPORATION**

This Amendment No. 2 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 2" or the "Second Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the cities of Sammamish, Redmond and Issaquah, each a Washington municipal corporation, and Microsoft Corporation, a Washington corporation (hereinafter collectively referred to as the "Service Partner"). The County and the Service Partner may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on May 13, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that the Agreement will expire five years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in the Agreement were implemented on or about September 22, 2008; and

WHEREAS, the First Amendment to the Agreement, executed on September 15, 2013, extended the agreement to September 26, 2014; and

WHEREAS, the Parties now desire to extend the Agreement for an additional one-year period; and

WHEREAS, Section 7 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and

modifications may be made for the County by Metro’s General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

**1. Extension of Term of Agreement**

As provided for in Section 4.1, the Agreement is extended until September 25, 2015.

**2. No Other Modifications.**

Except as specifically provided for in this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect.

**3. Effective Date.**

This Amendment No. 2 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

**KING COUNTY**

**SERVICE PARTNER**

City of Sammamish

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

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

Kevin Desmond  
General Manager, Metro Transit Division  
Department of Transportation

Name  
Its (Title): \_\_\_\_\_

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

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

*Additional Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation) signature blocks follows on page 3 of 3 of this Second Amendment to the Agreement.*

**SERVICE PARTNER**

City of Redmond

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

Name

Its (Title): \_\_\_\_\_

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

**SERVICE PARTNER**

City of Issaquah

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

Name

Its (Title): \_\_\_\_\_

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

**SERVICE PARTNER**

Microsoft Corporation

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

Name

Its (Title): \_\_\_\_\_

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

*Other than the foregoing signature blocks of Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation), the remainder of this page 3 of 3 of the Second Amendment to the Agreement is intentionally left blank.*

## Exhibit 1

*COUNCIL*  *MINUTES*

**Regular Meeting**

**July 1, 2014**

Mayor Tom Vance called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend  
Councilmember Bob Keller  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama  
Councilmember Nancy Whitten

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Jeff Thomas, Community Development Director  
Joe Guinasso, Finance and Technical Services Director  
Laura Philpot, Public Works Director  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk  
Lita Hachey, Administrative Assistant to the City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Keller led the pledge.

**Approval of Agenda**

**MOTION:** Councilmember Odell moved to approve the agenda and the consent agenda. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

**Presentations/Proclamations**

**Public Comment**

Jane Burrell Yadav, 1223 227<sup>th</sup> Lane SE, Spoke regarding the community garden in Big Rock Park. She feels it is very important to have a community garden there.

Jackie Johnson, 21925 SE 16<sup>th</sup> Place, Spoke regarding the Big Rock Park. She urged the council to approve the plan as approved by the residents who were involved in the public process. That plan did not include a community garden.

Deb Grasso, 1700 220<sup>th</sup> Avenue SE, Spoke regarding the community input and consensus recommended by the public. This park should be a passive park.

Janet Wilson, 1653 219<sup>th</sup> Place SE, She agreed with the previous speakers that Big Rock Park should remain a passive park.

Silva Seabring, 224<sup>th</sup> & 15<sup>th</sup> Place Sammamish Commons Garden Manager, she urged the inclusion of a community garden at Big Rock Park. She said there have never been many cars parked to tend the current garden and they have had no problems with theft related to the garden.

Carly Leib, 24727 SE 31<sup>st</sup> Place, She asked Council to revise the municipal code to allowed miniature goats to be raised as pets rather than livestock in Sammamish (Passed out written information regarding miniature goats).

Susanne Ammons, Stan Khel, Representing Eastside Legal Assistance Program (ELSP), They provide free legal services to low income residents and survivors of domestic abuse. She thanked Council for the previous support for Human Service Funding. She explained the purpose of the non-profit.

Jim Chamber, 21700 SE 16<sup>th</sup> Place, He participated in the public meetings for Big Rock Park. He does not understand why Council is still considering items in the park that the public was against.

Bill Bastein, 22203 NE 31<sup>st</sup> Street, Past President of Rotary, President of Rotary Foundation, They would like to post signage for service organizations but they are prohibited by the city's code. He requested that the Council place this on the agenda for the Planning Commission.

#### **Consent Agenda**

- Payroll for the period ending June 15, 2014 for pay date June 20, 2014 in the amount of \$314,830.50

**Approval:** Claims for period ending July 1, 2014 in the amount of \$ 427,582.50 for Check No. 37838 through 37921

**Resolution:** Of The City Of Sammamish, Granting Final Plat Approval To The Plat Of Tarrington Place (Aka Bel Aire) (R2014-590)

**Contract:** Intelligent Transportation System (ITS) Phase 1: 228<sup>th</sup> Avenue project/Jacobs Engineering Group Inc.

**Contract:** Amendment: Development On Call Review/Stantec Consulting Services Inc.

**Approval:** New Full Time Employee Position Deputy Director/Public Works

**Approval:** May 20, 2014 Regular Meeting

**Approval:** June 3, 2014 Regular Meeting

**Approval:** June 10, 2014 Study Session

## **Public Hearing**

**Ordinance:** Second Reading Of The City Of Sammamish, Washington, Relating To Temporary Homeless Encampment Regulations And Specifically Amending Exhibit A To SMC Section 20.05.020; Amending SMC Chapter 21A.15; Amending SMC Section 21A.70.010; Adopting A New SMC Section 21A.70.195; Providing For Severability; And Establishing An Effective Date

Public Hearing opened at 7:00 pm

## **Public Comment**

Michael Ramos, Church Council of Greater Seattle, They have strong reservations about the homeless encampment regulations being proposed. The regulations infringe on church congregations by preventing the exercise of their ministries to the homeless.

Frank Blau, 24742 SE 20<sup>th</sup> Place, He is deeply disappointed in the regulations being presented tonight. He is especially concerned that the city is proposing these regulations after that state has passed regulations that they city must follow. These regulations are overbearing.

Susan Appleton, 25038 SE 40<sup>th</sup> Drive, She is a member of Faith Methodist, current host of Tent City 4. She shared her experiences with the Tent City 4 residents. She reminded Council that the residents of Tent City are just regular human beings who have had some bad luck.

Bill Bennett, 22627 SE 47<sup>th</sup> Ct, Churches need to be allowed to minister to the homeless without undue burden such as these regulations are proposing.

Mary Doerrer, 3362 213<sup>th</sup> Place SE, She requested the City Council pass regulations that do not place unreasonable expectations of the hosting churches.

Fang Liu, 22548 SE 12<sup>th</sup> Street, He reminded Council of the petition signed by over 1,000 people requesting stricter regulations for the homeless encampments. Four month stays are too long.

CJ Kahler, 21911 SE 20<sup>th</sup> Street, He would like to see two amendments to the regulations regarding comments be replaced with "copies" Handed out written comments (see <https://www.sammamish.us/files/document/13091.pdf>).

Jennifer Watson, 3913 242<sup>nd</sup> Avenue SE, Issaquah, She asked Council to consider the plight of the homeless.

Jane McGrane, 22644 SE 12<sup>th</sup> Way, She lives very close to MQP. She feels having two encampments in the city at the same time would drain the resources of the city.

Rickie Anderson, 23318 SE 13<sup>th</sup> Ct, as a member of Faith Methodist, she feels they learned valuable lessons in hosting Tent City. She supports a four month stay and allowing 2 camps at one time.

Cynthia Moss, PO Box 2548, Seattle, Introduced other members of Tent City 4. They explained that they perform their own warrant checks for their own safety. There should be no limit on hosting camps. No child have ever been harmed. Tent City works hard to protect the surrounding community.

Rhonda Kaetzel, 1725 W Beaver Lake Drive SE, She is a trustee of Faith Methodist Church. She explained that onerous regulations greatly impact the volunteer staff at the church.

Seth Eliot, 23244 NE 15<sup>th</sup> Street, He does not feel that Tent City is a solution for homelessness. He also feels the security requirements are too vague. He also feels there should be a limit to how close a camp can be to a schools and parks.

Bill Mencey, 20803 NE 26<sup>th</sup> Place, Member of Faith Methodist Church, He explained that the neighborhood meeting was a very stressful experience. He asked that the regulations be reasonable.

Jan Bennet 22627 SE 47<sup>th</sup> St, Representing Faith Methodist Church. She asked the city to work with the churches and not put too many restrictions on the process.

Father Kevin Duggin, 1121 228<sup>th</sup> Avenue SE, Pastor Mary Queen of Peace. He presented a petition signed by parishioners asking for reasonable regulations. He explained that the first time Tent City is hosted people react with fear. But as the Tent Cities return, the fear tends to die down (see <https://www.sammamish.us/files/document/13093.pdf>).

Elizabeth Maupin, 410 Mt Jupiter Way, She gave an example of how encampment security actually aided in the apprehension of a suspect. Rising rents are increasing homelessness. These regulations should not hinder churches from helping the homeless (see <https://www.sammamish.us/files/document/13094.pdf>).

Maria Silvers, 3048 255<sup>th</sup> Avenue SE, While she recognizes the need for regulations, she also feels that Council should not develop regulations which violate state law. She feels collecting data would be valuable regarding crimes related to the encampments. If the city has not collected this data, they cannot justify their stiff regulations. She urges tabling this ordinance until this data has been collected.

Christine Liu, 23817 SE 6<sup>th</sup> St, She supported a three month stay. She does not feel Sammamish can provide the services necessary for a longer stay.

Karen Studders, 410 Mt Jupiter Way, She has submitted a great deal of information regarding homeless encampments. She noted that Sammamish modeled their regulations after Mercer Island's. Mercer Island has not hosted a homeless encampment since the regulations were instituted because it is too difficult for the churches to meet the requirements. She requested the council table this issue until they can develop better regulations.

Karen Morris, 15788 NE 4<sup>th</sup> Street, Bellevue, She believes that the information being presented tonight are not facts. She has presented facts that crimes have been committed at Tent City 4 while in Bellevue. She urged the council to not give the churches greater rights than the citizens.

Mary Obrien, 1107 228<sup>th</sup> Avenue SE, She was supportive of the regulations as being proposed. She feels it protects the interests of both city residents and the homeless residents.

John O'Brien, same as above, Arbor School, He feels the regulations are defensible. He advocated for a three month length of stay.

Biren Dahmani, 22528 SE 12<sup>th</sup> Place, He was supportive of the proposed regulations. He would like the camp limited to three months, adding ½ mile restriction for locating twice. He feels the regulations are legally defensible.

Rachel Schnebele, 2004 263<sup>rd</sup> Place, She has concerns with homeless encampments in Sammamish. She suggested adding requirements that past behavior can be taken into consideration when allowing camps. She supported 90 days, once per year.

Tom McCollough, 3014 233<sup>rd</sup> Avenue SE, He feels Tent City is forming a community for homeless people. If their rights to gather and be safe are restricted, then we are contributing to homelessness instead of trying to improve it.

Holly Everett, 1630 SW Austin St, She experienced homelessness as a child. She asked Council not to stereotype homeless people.

Ryan Maddox, 24107 NE 20<sup>th</sup> Street, Believes that Sammamish should share in their proportional responsibility for 200 homeless people in King County.

Roger Franz, Tent City Resident, He explained that Tukwila has no homeless encampment regulations. They just meet with the City and hosting church.

Jane Bur 1223 227<sup>th</sup> Lane SE, She agreed with previous speaker. She urged Council to compare crime statistics with the general city population and homeless encampments.

Dan, Tent City Resident, He agreed with previous speaker from Tukwila.

Guadalupe, Tent City Resident, He explained that having Tent City has allowed him to get back on his feet.

Sharon Maddox, 24107 NE 20<sup>th</sup> Street, She feels the ordinance is too restrictive and should be tabled or some of the requirements should be lessened.

Public Hearing closed at 8:45 pm

Deputy Director Susan Cezar gave the staff report and showed a PowerPoint presentation (available on the city's website at [www.sammamish.us](http://www.sammamish.us)). She explained that Council will begin deliberations tonight. There are four remaining issues the Council needs to decide tonight.

Mayor Vance explained that deciding on these items will not be the final decision. It is the last step in crafting the ordinance which may then be amended before final adoption. Councilmembers Huckabay, Vance, Gerend and Valderrama agreed to 4 calendar months for length of occupancy at the same site. Councilmembers Odell, Vance, Keller, Whitten and Valderrama agreed that the time period between encampments at the same location shall be begin from the date of the end of the previous encampment.

**MOTION:** Councilmember Gerend moved to approve the ordinance. Deputy Mayor Huckabay seconded.

Chief Elledge reported that the Police staff could probably only handle one homeless encampment at a time.

**AMENDMENT:** Councilmember Odell moved to increase noticing requirement from 500 feet to 1,000 feet for both the neighborhood meeting notice and the application notice. Deputy Mayor Huckabay second. Motion failed 2-5 with Mayor Vance and Councilmembers Keller, Whitten and Gerend dissenting.

**AMENDMENT:** Councilmember Whitten moved to that the 15 days-notice requirement be increased to 21 days. Councilmember Odell seconded. Motion failed 3-4 with Councilmembers Gerend, Valderrama, Keller and Deputy Mayor Huckabay dissenting.

**AMENDMENT:** Councilmember Gerend moved to amend SMC21A.70.195(4)(a)(iii) by changing the words "all comments and/or comments" with the words "copies of all previously submitted written comments". Councilmember Valderrama seconded. Motion carried unanimously 7-0.

**MAIN MOTION:** Carried as amended unanimously 7-0 (O2014-372)

**MOTION:** Councilmember Whitten moved to extend the meeting until 11:00 pm. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

**Unfinished Business** - None

### **New Business**

**MOTION:** Councilmember Keller moved to defer the resolution adopting the Big Rock Park Master Plan and the Parks Capital Improvement Plan to July 8, 2014. Councilmember Valderrama seconded. Motion failed 2 -5 with Councilmembers Whitten, Gerend, Valderrama, Deputy Mayor Huckabay and Mayor Vance dissenting.

**MOTION:** Deputy Mayor Huckabay moved to defer the resolution adopting the Big Rock Park Master Plan to July 8, 2014 meeting. Councilmember Whitten seconded. Motion carried 6-1 with Councilmember Valderrama dissenting.

**Resolution:** Of The City Of Sammamish, Washington, Adopting A Six-Year Parks Capital Improvement Plan For 2015-2020.

City Manager Ben Yazici gave a short staff report. This plan was discussed in detail at the last study session.

**MOTION:** Councilmember Huckabay moved to approve the resolution adopting the Parks Capital Improvement Plan (CIP) for 2015-2020. Councilmember Whitten seconded. Motion carried 5-2 with Councilmembers Odell and Valderrama dissenting (R2014-591).

Councilmember Valderrama expressed concerns over adopting the Parks CIP before approving the Big Rock Park Master Plan. He also has concerns over the priorities of the projects. Councilmember Odell would also like to approve the Master Plan for Big Rock Park before approving the CIP.

**MOTION:** Councilmember Gerend moved to extend the meeting to 11:30 pm. Councilmember Odell seconded. Motion carried unanimously 7-0.

**Council Reports** - None

**City Manager Report** - None

**Executive Session** – Personnel pursuant to RCW 42.30.110(1)(g)

Council retired to Executive Session at 10:42 pm. City Attorney Mike Kenyon extended the session for an additional 60 minutes at 11:08 pm. Council returned at 12:08 am and took the following action.

**MOTION:** Deputy Mayor Huckabay moved that the Council has reviewed the City Manager’s performance for the year ending June 30, 2014 and find his performance, considering the above appraisal, **outstanding, exceeding expectations.** The Council thanked him for his accomplishments during a very busy and productive past twelve months. His leadership and staff support made a very productive year possible. Please accept our sincere appreciation of your work over the past year and our anticipation of your best efforts to accomplish your goals over the next twelve months. Councilmember seconded. Motion carried 7-0.

Meeting adjourned at 12:10 am

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Melonie Anderson, City Clerk

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Thomas E. Vance, Mayor



*COUNCIL*  *MINUTES*

**Special Meeting/Study Session**  
**July 8, 2014**

Mayor Tom Vance called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend  
Councilmember Bob Keller  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama  
Councilmember Nancy Whitten

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Jeff Thomas, Community Development Director  
Laura Philpot, Public Works Director  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Odell led the pledge.

**Approval of Agenda**

**MOTION:** Councilmember Huckabay moved to approve the agenda. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

**Presentations/Proclamations**

**Public Comment**

Jan Brandon, 21916 SE 16<sup>th</sup> Place, He urged Council to adhere to the Plan for Big Rock Park as it was originally presented last year.

Anne Harrison, 1637 219 Pl SE, She spoke regarding the Big Rock Park Master Plan. She is against putting a community garden in the park.

John James, 21603 NE 24<sup>th</sup> Street, He thanked Mary Pigott for her donation of the property for Big Rock Park. He advocated using the existing home on the property for a senior center.

Jim Chamber 21700 SE 16<sup>th</sup> Place, Spoke regarding Big Rock Park. He would like to see parking on Parcel C if it is available when Council decides to further develop the park.

David Dunningham, 1653 219<sup>th</sup> Place, He agreed with previous speaker Ann Huntington.

Deb Grasso, 1700 220<sup>th</sup> Avenue SE, Spoke regarding Big Rock Park. She is very worried about the development of this park (submitted written comments).

Elizabeth Holt, 21926 SE 16<sup>th</sup> Place, Spoke regarding Big Rock Park. She is confused by the changes to the Master Plan. They would like to park to remain passive.

**Public Hearing** - None

**Unfinished Business** - None

### **New Business**

**Resolution:** Of The City Of Sammamish, Washington, Adopting A Master Plan For Big Rock Park

Parks & Recreation Director Jessi Richardson gave the staff report and a PowerPoint presentation (available on the city's website at [www.sammamish.us](http://www.sammamish.us).)

Mary Pigott explained that while she would like the park to remain passive, it should also be multipurpose. She never envisioned it to be an environmental preserve.

Four Items need a decision tonight:

- *Natural Play Area* – Council voted to keep the natural play area in the plan 5-2 with Councilmembers Odell and Valderrama dissenting
- *Elevated Boardwalk* – Council voted against leaving the elevated boardwalk in the plan 2-5 with Councilmembers Valderrama, Keller, Gerend, Whitten and Odell dissenting.
- *Community Garden* – Council voted against leaving the community garden in the plan 3-4 with Councilmembers Valderrama, Whitten, Gerend and Odell dissenting
- *Site B Parking Lot and Driveway* – Council voted to retain the 10-12 spaces parking spaces in the plan 6-1 with Councilmember Valderrama dissenting

Council recessed from 8:50 pm to 9:00 pm.

MOTION: Deputy Mayor Huckabay moved to approve the resolution. Councilmember Keller seconded.

AMENDMENT: Councilmember Keller moved when site B transfers to the City, ADA alternatives will be evaluated, considering either elevated boardwalk and/or extended trail connectivity to the SE corner of Site A. Councilmember Gerend seconded. Motioned carried 4-3 with Councilmembers Whitten, Odell and Valderrama dissenting.

Councilmember Odell is concerned that the elevated boardwalk is too expensive and may not be needed until Site C transfers to the City. Councilmember Valderrama feels it is confusing to keep taking the option out of the plan and putting it back it. This sends mixed messages to the public.

AMENDMENT: Councilmember Whitten moved to amend the previous amendment to change the time frame to “no later” than when site B transfers. Councilmember Valderrama seconded. Motion failed 1-6 with Councilmembers Odell, Gerend, Keller, Valderrama, Mayor Vance and Deputy Mayor Huckabay dissenting.

MAIN MOTION: carried as amended 7-0 unanimously

### **Council Reports**

Mayor Vance reviewed the long term agenda. Council also discussed the legislative agenda for this year. Deputy City Manager Lyman Howard read a list of Association of Washington Cities legislative issue. Those issues are restore liquor revenue sharing, sharing marijuana taxes with cities to offset the cost of new requirements for marijuana regulation, fund transportation needs including new transportation funding options, and ask the legislature to stop raiding infrastructure funds. Council is supportive of those four issues. This will be brought back in the form of a resolution at the next meeting as well as any additional items Council may suggest.

### **City Manager Report**

#### **Executive Session** – If Necessary

Meeting adjourned at 9:35 pm

MOTION: Councilmember Odell moved to extend the meeting to 10:30 pm. Motion carried 7-0.

### **Open Study Session**

#### **Topics**

- Lake Sammamish Urban Wildlife Designation
- ~~Sammamish Plateau Water & Sewer District Comprehensive Plan~~ (moved to July 15, 2014)
- Eastside Fire & Rescue Non-Profit Formation
- Stormwater Program Update

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Melonie Anderson, City Clerk

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Thomas E. Vance, Mayor





# COUNCIL *Sammamish* MINUTES

## Study Session/Regular Meeting July 17, 2014

### Study Session

Mayor Vance opened the study session of the Sammamish City Council at 6:30 pm.

### 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.*

George Toskey, 2727 East Lake Sammamish Pkwy NE, spoke regarding his request to eliminate the 2 clear zones on either side of his driveway. He received a response from KC today that they could not comply due to safety and liability issues.

### Topics

- Sammamish Plateau Water & Sewer District Comprehensive Plan

Laura Philpot, Assistant City Manager/Director of Public Works, introduced Jay Reigenstreif from the Sammamish Plateau Water and Sewer District, who gave a PowerPoint presentation *(available upon request from City Clerk, Melonie Anderson [manderson@sammamish.us](mailto:manderson@sammamish.us))*

- Klahanie Potential Annexation Area Fiscal Report

Pete Butkus, Butkus Consulting Inc., gave a PowerPoint presentation *(available on the City Website at [www.sammamish.us](http://www.sammamish.us))*

- Financial Update: Budget Revenue Forecast

Joe Guinasso, Director of Finance, gave a PowerPoint presentation *(available on the City Website at [www.sammamish.us](http://www.sammamish.us))*

### **Adjournment**

9:17 pm

### **Regular Meeting**

Mayor Tom Vance called the regular meeting of the Sammamish City Council to order at 9:20 pm.

### **Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend

Councilmember Bob Keller  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama  
Councilmember Nancy Whitten

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Jeff Thomas, Community Development Director  
Jessi Bon, Director of Parks and Recreation  
Joe Guinasso, Finance and Technical Services Director  
Chris Gianni, Deputy Director of Finance  
Laura Philpot, Assistant City Manager/Public Works Director  
Jeff Brauns, City Engineer  
Eric LaFrance, Senior Stormwater Program Manager  
Mike Kenyon, City Attorney  
Lita Hachey, Administrative Assistant to the City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Gerend led the pledge.

**Approval of Agenda**

**MOTION: Deputy Mayor Huckabay moved to approve the agenda. Councilmember Odell seconded. Motion carried unanimously 7-0.**

**Presentations/Proclamations** - None

**Consent Agenda**

Payroll for the period ending June 30, 2014 for pay date July 3rd, 2014 in the amount of \$ 335,377.40

**Approval:** Claims for period ending July 15, 2014 in the amount of \$2,365,730.40 for Check No. 37922 through 38059

**Bid Authorization:** East Sammamish Park Backstop Improvement Project/TBD

**Resolution:** Accepting The Upper Sammamish Commons Park Playground Equipment Replacement Project As Complete

**Resolution:** Accepting The NE 25<sup>th</sup> Way Neighborhood Traffic Management Project As Complete

**Resolution:** Declaring As Surplus And Providing For The Disposal Of Certain Real Property

**Contract:** Professional Services Contract for Inspection Services/BHC Consultants

**Approval:** Purchase of two variable message boards for Maintenance and Operations

**Approval:** June 17, 2014, City Council Regular meeting minutes

**MOTION:** Deputy Mayor Huckabay moved to approve the consent agenda. Councilmember Odell seconded. Motion carried unanimously 7-0.

Councilmember Valderrama noted that in Item # 5, on the map included, the parcel numbers do not match up with the resolution, they are off by 100.

**Public Hearing** - None

**Unfinished Business** - None

**New Business**

**Emergency Ordinance:** Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency

Laura Philpot, Assistant City Manager/Public Works Director gave a staff report and presentation, assisted by Eric LaFrance, Senior Stormwater Program Manager. *(The PowerPoint presentation is available on the city's website at [www.sammamish.us](http://www.sammamish.us).)*

**MOTION:** Councilmember Valderrama moved to adopt the emergency ordinance and schedule a public hearing within 60 days. Councilmember Odell seconded. Motion carried unanimously 7-0 (O2014-373).

The emergency ordinance was approved tonight. Any additional amendments can be made at the September 2, 2014 Regular meeting during the Public Hearing. The Planning Commission will review the regulations in detail this fall and will refer them back to City Council for further consideration in January 2015.

Councilmember Gerend would like to see the 5,000 square foot limit added in the “where as, plats approved in 1977 (Historic Plats)” portion of the ordinance (page 1).

Councilmember Whitten would like to see a clearer definition of the boundary of this ordinance, possibly including the map.

**Bid Award:** Sammamish Landing Parking and Pedestrian Access Improvements Bid Award

Laura Philpot, Assistant City Manager/Public Works Director gave a staff report and presentation. *(The PowerPoint presentation is available on the city's website at [www.sammamish.us](http://www.sammamish.us).)*

**MOTION:** Councilmember Huckabay moved to authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the Sammamish Landing Parking and Pedestrian Access Improvements project, in an amount not to exceed \$1,685,100 plus Washington State Sales Tax and to administer a 10% construction contingency, in an amount not to exceed \$168,510. In addition, move to authorize the City Manager to execute a contract amendment

with LPD Engineering, PLLC for construction support services in an amount not to exceed \$20,000. Councilmember Gerend seconded. Motion carried 6-1. Councilmember Valderrama dissented.

Councilmember Valderrama has concerns about safety with the temporary parking added on both sides of East Lake Sammamish Parkway. He feels that the City of Redmond should have been contacted about contributing to this project and the parking problems. He feels there are other significant projects underway in Sammamish, like Klahanie and the Snake Hill reconstruction, where we haven't established the costs and impacts. He feels we should delay until this project until the costs have been established.

Councilmember Keller would like the pedestrian warning signs installed as soon as possible to prevent any accidents in the area. Additional temporary warning signs are needed until then.

**MOTION:** Deputy Mayor Huckabay move to extend the meeting to 10:30 pm. Councilmember Whitten seconded. Motion carried unanimously 7-0.

### **Council Reports**

**Mayor Tom Vance** – attended the AWC Awards and would like to congratulate the City staff for achieving the Well City Award again. He also represented a local student, who received a scholarship from AWC.

**Councilmember Nancy Whitten** - commended the City staff for the new signs along SE 32<sup>nd</sup> near 220<sup>th</sup> Ave SE. Remarked on Mr. Toskey's comments earlier tonight and hopes the City will follow-up with King County.

**Councilmember Ramiro Valderrama** – agrees with Councilmember Whitten's comments and he would like to see a response to the questions from King County about the Sammamish Trail reconstruction.

**Councilmember Bob Keller** – attended Sound Cities Association PIC (Public Issues Committee) meeting, with Councilmember Odell and today, the Leadership Alliance meeting.

**Councilmember Don Gerend** – met with the Sound Cities Association Executive Committee today.

**Deputy Mayor Kathy Huckabay** – attended the Eastside Transportation Partnership All-day retreat last Friday. In June, attended the Eastside Fire & Rescue Operations Committee meeting and reviewed the budget.

**Councilmember Tom Odell** – attended the SCA PIC Meeting.

### **City Manager Report**

Requested permission from Council to authorize those staff affected by the I-90 re-construction/closure to tele-commute from home.

Jessi Bon, Director of Parks and Recreation, spoke regarding the status of the Reard House grant. The Sammamish Heritage Society applied for a \$40,000 grant from the Washington State Historical Society but they did not meet the requirements. The State required that we extend the easement of the property owner, provide public access to site and connect to utilities. The agreement with Ms. Pigott

strictly prohibits a utility connection. The City does not own the site so therefore cannot provide public access. This decision was appealed to the Attorney General office but the requirements were upheld.

**Executive Session** – None

Meeting adjourned at 10:23 pm

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Lita Hachey, Administrative Assistant  
to the City Clerk

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Thomas E. Vance, Mayor





# City Council Agenda Bill

**Meeting Date:** September 2, 2014

**Date Submitted:** August 27, 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:** Public Hearing for Emergency Ordinance for Historic Plats with Drainage Concerns as referenced by Ordinance #O2014-373

**Action Required:** Hold Public Hearing for the emergency ordinance that established interim development standards for historic plats that drain onto landslide hazard areas.

**Exhibits:** Adopted Ordinance and Associated Map

**Budget:** No Budget Impact

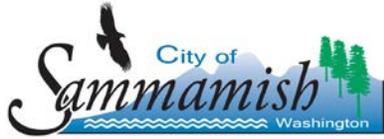
**Summary Statement:**

There are historically created plats within Sammamish that were platted before considerations were given to surface and stormwater impacts. Some of these plats drain to landslide hazard areas. Current regulations do not adequately address potential cumulative impacts. The emergency ordinance temporarily enacts interim regulations until permanent regulations can be developed through the normal Planning Commission/City Council process.

**Background:**

There are a number of historic plats within the City of Sammamish. The platting process occurred before much thought was given to stormwater runoff and its effects. The small and affordable lots within these plats are experiencing a lot of development pressure, and without a central drainage system the area is prone to erosion and/or landslides.

Current regulations require all projects with over 2,000 square feet of impervious surfaces to discharge stormwater directly to a tightline pipe system. In these historic plats the effect is to make some lots effectively undevelopable due to the absence of a tightline pipe system. Another result is the high number of projects being developed with just under the 2,000 square foot threshold. While these smaller footprint homes have less significant stormwater impact when considered individually, there is concern about the cumulative effects of the high number of these projects that are being proposed. Development patterns in these plats within, or just above, the landslide hazard areas have resulted in effective residential densities of six units per acre.



## City Council Agenda Bill

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The interim drainage standards will require that all new homes in these areas review and adhere to the city's surface water regulations until such time as adequate facilities can be put in place or more protective permanent standards can be developed and adopted.

The emergency ordinance was adopted by City Council on July 15<sup>th</sup>, 2014. It is necessary to hold a Public Hearing on the ordinance within 60 days. During the adoption, Council expressed two concerns, and those concerns have been addressed with suggested amendments to the original ordinance. The first was to include a map of the affected area; a map has been provided. The second was to add language that would make it clear that these new regulations only apply to the Historic Plat of Inglewood; language has been added for clarity.

### **Financial Impact:**

There is no financial impact directly associated with adoption of this ordinance.

### **Recommended Motion:**

Hold Public Hearing and adopt Council suggested amendments to the emergency ordinance.

**Attachment A**  
**Interim Development Regulations**

**SMC 13.20.020 Drainage review – When required – Type**

(1) Drainage review is required when any proposed project is subject to a City of Sammamish development permit or approval and:

(a) Would result in ~~2,000~~500~~2,000~~ square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or

(a.1) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface with an Historic Plat as defined and mapped in Ordinance 2014-373 Exhibit A; or

(b) Would involve 7,000 square feet or more of land disturbing activity; or

(c) Would construct or modify a drainage pipe or ditch that is 12 inches or more in size or depth or receives surface and stormwater runoff from a drainage pipe or ditch that is 12 inches or more in size or depth; or

(d) Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or

(e) Is located within a critical drainage area; or

(f) Is a redevelopment project proposing \$100,000 or more of improvements to an existing high-use site; or

(g) Is a redevelopment project on a site in which the total of new plus replaced impervious surface is 5,000 square feet or more and whose valuation of proposed improvements, including interior improvements and excluding required mitigation and frontage improvements, exceeds 50 percent of the assessed value of the existing site improvements.

(2) The drainage review for any proposed project shall be scaled to the scope of the project's size, type of development and potential for impacts to the regional surface water system to facilitate preparation and review of project applications. If drainage review for a proposed project is required under subsection (1) of this section, the City shall determine which of the following drainage reviews apply as specified in the Surface Water Design Manual:

(a) Small project drainage review;

(b) Targeted drainage review;

(c) Full drainage review; or

(d) Large project drainage review. (Ord. O2011-304 § 1 (Att. A))

Exhibit 1

Attachment A - 2

## Surface Water Design Manual

### 1.2.1 CORE REQUIREMENTS #1: DISCHARGE AT THE NATURAL LOCATION

...

#### DISCHARGE REQUIREMENTS

Proposed projects must comply with the following discharge requirements (1, 2, and 3) as applicable:

...

2. IF a proposed project or any **natural discharge area** within a project is located within a historic plat<sup>21</sup> outlined in red as depicted in Ordinance 2014-373 Exhibit A or Landslide Hazard Drainage Area<sup>21,22</sup> and, in fact, ultimately drains over the erodible soils of a SAO-defined landslide hazard area with slopes steeper than 15%, THEN a **tightline system must be provided** through the landslide hazard area to an acceptable discharge point unless one of the following exceptions applies. The tightline system must comply with the design requirements in Core Requirements #4 and in Section 4.2.2 unless otherwise approved by DDES. Drainage easements for this system must be secured from downstream property owners and recorded prior to engineering plan approval.

**Exceptions:** A tightline is not required for any **natural discharge location** where one of the following conditions can be met:

- a) Less than ~~5002,000~~ square feet of new impervious surface will be added within the **natural discharge area**, OR
- b) All runoff from the **natural discharge area** will be infiltrated for runoff events up to and including the 100-year event, OR
- ~~c) The developed conditions runoff volume<sup>22</sup> from the **natural discharge area** is less than 50% of the existing conditions runoff volume from other areas draining to the location~~

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<sup>21</sup> Historic plats are plats approved prior to 1977 that created separate lots as defined in SMC Title 19A smaller than 5,000 square feet.

<sup>21, 22</sup> Landslide Hazard Drainage Areas are areas mapped by the County where it has been determined that overland flows from new projects will pose a significant threat to health and safety because of their close proximity to SAO-defined landslide hazard areas that are on slopes steeper than 15% (see Definitions Section for a more detailed definition of SAO landslide hazard areas). Such areas are delineated on the Landslide Hazard Drainage Areas map adopted with this manual (see map pocket on inside of back cover).

<sup>22</sup> ~~For the purposes of applying this exception, the developed conditions runoff volume is the average annual runoff volume as computed with KCRTS per Chapter 3. Any areas assumed not to be cleared when computing the developed conditions runoff volume must be set aside in an open space tract or covenant in order for the proposed project to qualify for this exception. Preservation of existing forested areas in Landslide Hazard Drainage Areas is encouraged.~~

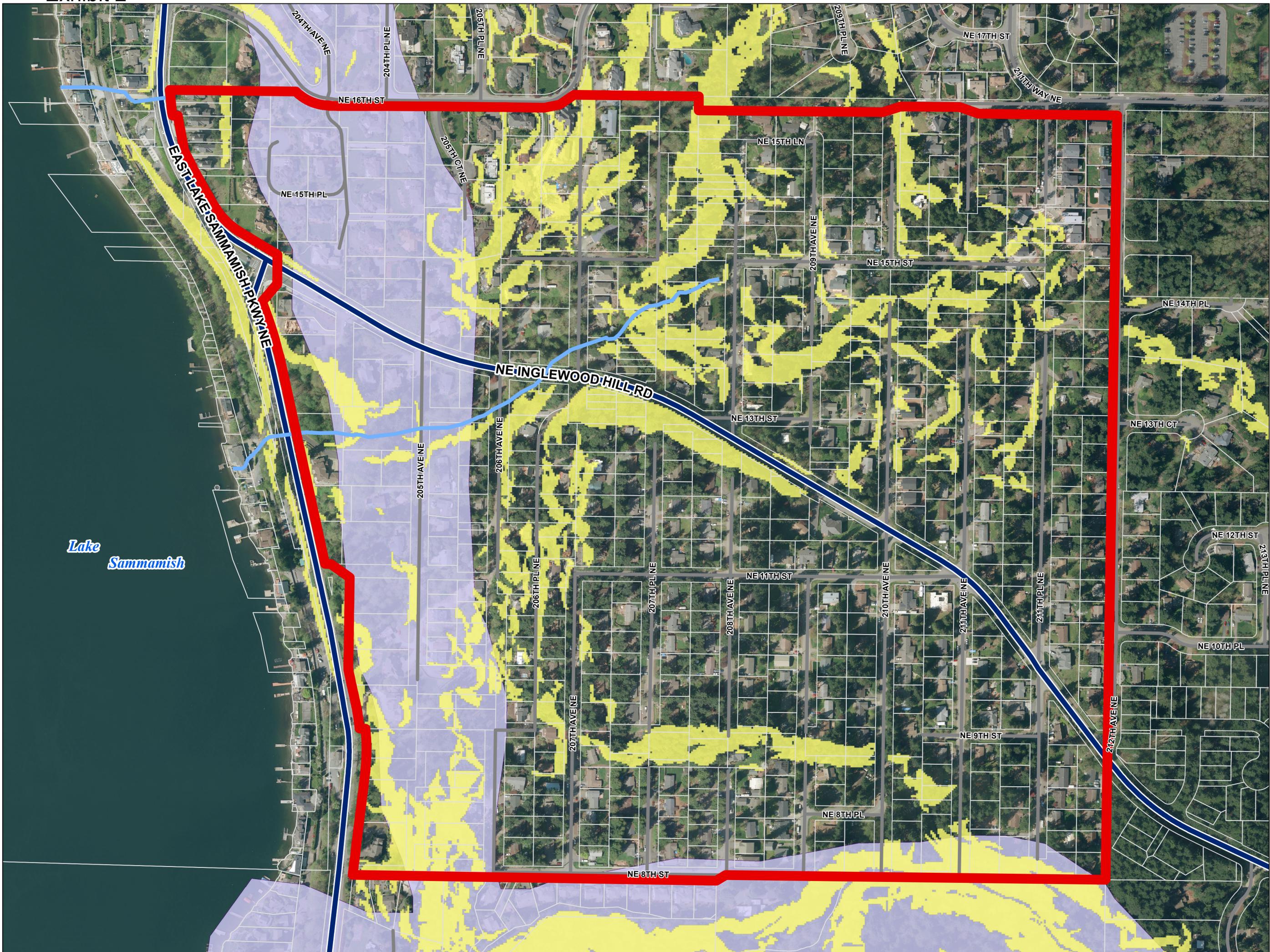
Exhibit 1

~~where runoff from the natural discharge area enters the landslide hazard area onto slopes steeper than 15%, AND the provisions of Discharge Requirement 1 are met, OR~~

c) DDES determines that a tightline system is not physically feasible or will create significant adverse impact based on a soils report by a geotechnical engineer.

...

Exhibit 2







# City Council Agenda Bill

**Meeting Date:** September 2, 2014

**Date Submitted:** August 28, 2014

**Originating Department:** Administrative Services

**Clearances:**

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

**Subject:** Solid Waste Contract Procurement

**Action Required:** Approve a Resolution directing the City Manager to conduct a procurement for the 2017 solid waste hauler contract using a cost-based competitive bidding process that supports high levels of service delivery consistent with expectations of City residents and businesses.

**Exhibits:** Resolution

**Budget:** N/A

**Summary Statement:**

The City of Sammamish has an opportunity to procure a new solid waste collections contract. The current contracts with Waste Management and Republic Services expire on December 31, 2016. The Resolution presented here provides direction to staff for how procure Sammamish's next solid waste collections contract.

**Background:**

The City of Sammamish currently receives solid waste collection services from Waste Management (north of Inglewood Hill Road/NE 8<sup>th</sup> Street) and Republic Services (south of Inglewood Hill Road/NE 8<sup>th</sup> Street). Current services generally mirror the services provided by the two haulers in surrounding unincorporated areas and are largely consistent with services and rates in place before the City incorporated in 1999. State law allows cities to exert authority over solid waste collection provided that they issue a franchise of not less than 7 years plus measurable damages (typically an additional 3 years) to the previous state-certificate holder to expire their rights under the Washington State Utilities and Transportation Commission (WUTC) system. Sammamish adopted franchise agreements with both haulers in 2006.

Sammamish's franchise agreements with Waste Management and Republic expire on December 31, 2016, providing Sammamish its first opportunity to competitively obtain a solid waste collection contract. Collectively, the two current solid waste collection contracts are worth \$5 – \$6 million annually. Because of the capital infrastructure outlays (i.e. garbage trucks and other equipment) that the vendor(s) must make to provide this service, the duration of the solid waste contracts is long, typically covering a 7-10 year period. As a result, the stakes are high for both the City and the potential



## City Council Agenda Bill

vendors, making it essential that the City conduct this process in a fair, transparent and cost-effective manner.

The opportunity to competitively procure a new collection contract provides the City of Sammamish the opportunity to tailor services to the needs of the City's residents and businesses and to provide citizens with enhanced services at a competitive cost.

There are two approaches the City can use to select a new vendor: a Request for Proposal (RFP) process or a Request for Bid (RFB) process.

- Request for Proposal (RFP):** Under an RFP process, the City would lay out broadly defined parameters for service delivery. Vendors would respond with proposals that staff would assess and evaluate and bring recommendations to the City Council for a final decision. While an RFP process provides jurisdictions with maximum flexibility in negotiating a final service package with the selected vendor, industry trends have resulted in vendors submitting very similar services packages that require staff and the Council to make decisions based on narrow subjective parameters. This has resulted in more costly staff, Council and consultant processes in other jurisdictions. Because of the subjective element, such processes can also create a perception of unfairness and added uncertainty to the process, along with challenges by losing vendors.
- Request for Bid (RFB):** Under an RFB process, the City would clearly define in the bid document a specific scope of service and performance standards that it expects from the bidders. Vendors would submit bids that identify at what cost they could provide those services and meet the performance standards. The City would then select the lowest bidder as the next solid waste hauler for the City of Sammamish. While this approach does not provide the City with flexibility to negotiate further after the bids are submitted, the straightforward nature of the process results in a more transparent and fair process and requires less staff, Council and consultant time (and cost).

Based on these differences, staff recommends that the City Council selects the RFB process to procure Sammamish's next solid waste hauler and to memorialize this direction through the attached Resolution.

**Impact of Klahanie Annexation:** Klahanie is currently served by Republic Services. Assuming annexation occurs before December 31, 2016, the provisions in Sammamish's existing franchise agreement with Republic would allow this to continue for 10 years post annexation (Ordinance 2006-203, Section 2.1.2). After the 10 years, Sammamish would be able to secure a new contract to serve Klahanie residents. It will be important for Sammamish to consider the timing of the Klahanie annexation it looks at the duration of its new 2017 contract in order to align the two dates so that the second Sammamish solid waste contract would cover both the current boundaries of Sammamish, plus the newly annexed Klahanie portion of the City.

**Financial Impact:**

N/A



## City Council Agenda Bill

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**Recommended Motion:**

The Sammamish City Council hereby approves the resolution directing the City Manager conduct a procurement for the 2017 solid waste hauler contract using a cost-based competitive bidding process (Request for Bid) that supports high levels of service delivery consistent with expectations of City residents and businesses.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO: R2014-**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON CITY COUNCIL, EXPRESSING THE CITY'S  
INTENT TO COMPETITIVELY PROCURE A NEW SOLID  
WASTE COLLECTION CONTRACT, EFFECTIVE  
JANUARY 1, 2017, THROUGH A BID PROCESS.**

WHEREAS, the City of Sammamish's existing solid waste contracts are negotiated agreements used to fulfill State requirements in order to extinguish the contractors' rights under their previous certificates granted by the Washington Utilities and Transportation Commission; and

WHEREAS, Sammamish's existing solid waste collection contracts expire on December 31, 2016; and

WHEREAS, this will be the City of Sammamish's first opportunity to competitively procure its own solid waste collection contract, reflecting the service priorities and values of Sammamish residents; and

WHEREAS, Sammamish residents value transparent, fair and cost-effective public processes;

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

Section 1. The Sammamish City Council hereby directs the City Manager to conduct a procurement for the 2017 solid waste hauler contract using a cost-based competitive bidding process. The City Manager shall use prudent measures during the process to ensure that bidders are competent and that the collection contract used for the bidding process shall include provisions that support high levels of service delivery consistent with the expectations of City residents and businesses.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF SEPTEMBER, 2014.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: September \_\_, 2014

Passed by the Council:

Resolution No: R2014 - \_\_\_\_



# City Council Agenda Bill

**Meeting Date:** September 2, 2014

**Date Submitted:** August 28, 2014

**Originating Department:** Administrative Services

**Clearances:**

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

**Subject:** Solid Waste Contract Procurement

**Action Required:** Authorize the City Manager to award and execute a contract with Epicenter Services, LLC to provide professional technical expertise to the City as it procures a new solid waste collection contract for the City of Sammamish.

**Exhibits:** Consultant Contract

**Budget:** The project budget for the consultant contract is \$24,250.

**Summary Statement:**

The City of Sammamish has an opportunity to procure a new solid waste collections contract. The current contracts with Waste Management and Republic Services expire on December 31, 2016. The consultant contract presented here would allow Sammamish to secure the technical expertise of a consultant, Epicenter LLC, to assist the City as it procures this contract.

**Background:**

The City of Sammamish currently receives solid waste collection services from Waste Management (north of Inglewood Hill Road/NE 8<sup>th</sup> Street) and Republic (south of Inglewood Hill Road/NE 8<sup>th</sup> Street). These contracts expire on December 31, 2016, providing Sammamish its first opportunity to competitively obtain its solid waste collection contract. Collectively, the two current solid waste collection contracts are worth roughly \$5 - \$6 million annually. Because of the capital infrastructure outlays (i.e. garbage trucks and other costly equipment) that the vendor(s) must make to provide this service, the duration of the solid waste contracts is long, typically covering a 7-10 year period. As a result, the stakes are high for both the City and the potential vendors, making it essential that the City conduct this process in a fair, transparent and cost-effective manner.

The opportunity to competitively procure a new collection contract provides the City of Sammamish the opportunity to provide citizens with enhanced services at a competitive cost. To assist with the process, staff recommends that the City engage the expertise of Epicenter Services, LLC, a consulting firm specializing in solid waste collection contract procurement. Please note that the scope of work described in the contract assumes that the City uses a cost—based competitive bidding process (Request for Bid) to select its next vendor, as described in the resolution under the previous agenda



## City Council Agenda Bill

item (agenda item #12). If Council chooses a selection process that varies from the one contemplated in the previous proposed resolution, the scope of the contract presented here may need to be altered.

Assuming a Request for Bid (RFB) process, the scope of work contemplated in the attached contract would include three phases:

- **Phase 1 - Preparatory work (Balance of 2014):** Provide advice to the City about how to solicit input from customers and other stakeholders about the type of service they desire in Sammamish's next solid waste hauler contract. The cost of this work is not to exceed 25 hours or \$3,712.50 plus mileage.
- **Phase 2 - Preparing the RFB Document (January – June 2015):** Work with City staff to develop the RFB document. The work will be informed by input received from customer surveys and other inquiries. This phase will include an industry review and comment period to ensure that the RFB parameters are realistic for potential vendors. The cost of this phase is not to exceed 80 hours or \$11,880 plus mileage.
- **Phase 3 - Issue RFB and Select a Vendor (July 2015 – January 2016):** Through the RFB and vendor selection process, the consultant will work with staff would develop a contract for Council approval by the end of December 2015 or January 2016. This approval schedule would provide the selected vendor 11-12 months (January 2016 – December 2016) to get ready to provide service to the City of Sammamish effective January 1, 2017, during which time the vendor will purchase the equipment necessary to service the City, hire staff, establish routes and other customer service infrastructure. The cost of this Phase 3 is not to exceed 50 hours \$7,425 plus mileage.

Collectively, all tasks, including mileage, are not to exceed \$24,250.

### **Financial Impact:**

The total requested authorization for this contract with Epicenter Services is \$24,500. Staff recommends drawing upon General Fund Operating Contingency funds (001-090-518-90-41-09) to support this expenditure. This contract is expected to cover the costs of work provided by Epicenter Services, LLC throughout the contract procurement period. The City has the option to offset the expense for the consulting fees can be offset through a contract signing fee with the successful bidder.

### **Recommended Motion:**

Authorize the City Manager to execute a contract with Epicenter Services, LLC for up to \$24,500 to provide technical expertise and support as the City of Sammamish procures a new solid waste collections contract.

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**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Epicenter Services, LLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Epicenter Services, LLC, 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"

A sum not to exceed \$24,250.00

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 January 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.

**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

# 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.

Exhibit 1

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  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

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

Epicenter Services, LLC  
Jeff Brown  
710 Fieldston Road  
Bellingham, WA 98225  
(360) 739-5230  
Jeff@epicenterservices.net

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: \_\_\_\_\_

Title: City Manager

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

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

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

Attest/Authenticated:

Approved As To Form:

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

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

**EXHIBIT A  
CITY OF SAMMAMISH  
SCOPE OF WORK**

**Services**

**Task 1:** **Preparatory Work:** Provide technical assistance to prepare initial groundwork for competitive process. Work will include reviewing draft customer surveys provided by the City, meeting with staff to develop strategies to conduct a transparent and fair competitive process, Council presentations as directed and other preparatory work.

**Deliverables:** Review of City documents, preparation of support materials and attendance at meetings, as directed.

**Timeline:** Initial tasks to be completed by December 31, 2014

**Budget:** Not to exceed 25 hours @ \$148.50/hr = \$3,712.50

**Task 2:** **Document Set:** Develop draft contract for the City's next solid waste collection agreement using consultant's current generation of collection contract template that include updated labor disruption, inclement weather, range of recyclables, administrative fee and other elements. Prepare draft request-for-bids (RFB) document, including review of supporting data available such as customer counts and tonnages. Review draft document set with City and tailor to meet City needs. Prepare successive draft incorporating City comments for City Attorney Review. Incorporate all comments to prepare the official industry review draft RFB and draft contract, which will then be released by the City for industry review and comment. Once comments are received, prepare a responsiveness summary for the City and incorporate suggestions as directed by City staff. Prepare final RFB and RFB contract for release.

**Deliverables:** initial drafts of RFB and contract, review with City, industry review version draft contract, responsiveness summary, incorporation of appropriate provisions and production of final RFB and RFB contract.

**Timeline:** deliver initial draft by March 31, 2015, final draft contract by June 30, 2015.

**Budget:** Not to exceed 80 hours @ \$148.50/hr = \$11,880.00

**Task 3:** **RFB Process:** Prepare responses to bidder questions and any other addenda needed during time RFB is “on the street.” Once bids are received, confirm pass/fail status on Bids, analyse of rate proposals to determine bid score, assistance with contract finalization with selected bidder and Council presentation as directed.

**Deliverables:** Produce draft answers to bidder questions, provide rate scoring, assistance with completing the final contract.

**Timeline:** Process is expected to occur during the 3<sup>rd</sup> and 4<sup>th</sup> quarters of 2015, with a final contract ready for approval in late December 2015 or January 2016.

**Budget:** Not to exceed 50 hours @ \$148.50/hr = \$7,425.00

**Overall Project Budget**

All tasks not to exceed \$24,250.00 (including mileage)

2015-2016 Hourly rate:

Jeff Brown: \$148.50/hr + Mileage reimbursed at Federal Rate.

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

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

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

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

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

Telephone: \_\_\_\_\_

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:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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