



*INTRLOC\_00 KING CONSERVATION DISTRICT*

File Location

Vendor Name

**Document Type:** Interlocal      New

**Vendor Name:** KING CONSERVATION DISTRICT

**PO# Location:** INTRLOC-000

**Effect Date:** 6/6/2011

**Term Date:** 10/31/2014

**CR#:** 47746

**Related CR#:** \_\_\_\_\_

**Ordinance:** 6003

**Resolution:** \_\_\_\_\_

**Leg Date:** 6/6/2011

**Vendor #:** 37420

**Description:** GRANT - REMOVAL OF ORGANIC BUILD UP IN PHANTOM LAKE  
PO 1110277-000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KING CONSERVATION  
10/31/2014

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2099  
501178854

**Notes:**

Aug 01, 2011 FSU: M JDE: M SI: M ECM: M

Copy 2 of 2

CR# 47746 DATE 8-1-11 LOG INTEL02-000  
OPM 6003 PD 1110277-000  
AGREEMENT FOR AWARD

**OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**  
**City of Bellevue**

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and City of Bellevue, a municipal corporation in King County, Washington, located at PO Box 90012, Bellevue, WA 98009-9012 (referred to herein as "Recipient"), for the purposes set forth herein.

**SECTION 1. RECITALS**

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

**SECTION 2. AGREEMENT**

2.1 The District agrees to award Recipient a grant in the total amount of Sixty Thousand Nine Hundred Ten Dollars (\$60,910.00) from 2010 and 2011 Assessments. Grant funds shall be used by Recipient solely for the performance of the work described in Exhibit A which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in Exhibit A, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

### **SECTION 3. GENERAL PROVISIONS**

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

**DISTRICT:**

By William M. Knutson Jr  
Name William M. Knutson Jr  
Title Board Chair  
Date 7-11-2011  
Approved as to Form:

**RECIPIENT:**

By Shelley McKein  
Name Shelley McKein  
Title Deputy Director  
Date 6/21/11  
Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

By Eric Frimodt  
Name Eric Frimodt  
Date 5/18/11

**RECIPIENT'S ATTORNEY:**

By Lacey Madete  
Name LACEY MADETE  
Date 5/20/11

BY BRAD MINAKE  
NAME BRAD MINAKE  
DATE 7/29/11

# Exhibit A



## Member Jurisdiction & WRIA Forum Grant Program Grant Application

<b>Project Title: Phantom Lake Project</b>	
<b>Applicant: City of Bellevue</b>	<b>Contact: Geoff Bradley</b>
<b>Principal Partners (If any):</b> Phantom Lake Homeowners Association Private Property Owners	<b>Title: Environmental Programs Supervisor</b>
	<b>Address:</b> P.O. Box 90012 Bellevue WA 98009-9012
<b>Total Project Cost:</b>	
<b>WRIA Funding</b> <input type="checkbox"/> <b>Jurisdiction Funding</b> <input checked="" type="checkbox"/>	
<b>KCD Funding Requested: \$60,910</b>	<b>Phone: (425) 452-2740</b>
<b>Project Start Date: May 10, 2011</b>	<b>Fax:</b>
<b>Project End Date: Dec. 31, 2011</b>	<b>E-mail: GBradley@bellevuewa.gov</b>

- 1. Project Description** – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Consider the following in the answer to this question: *what pressing need will be addressed by the project or what promising opportunity will be capitalized on? Who or what will benefit or be positively and negatively affected?*

Work with property owners on the Phantom Lake outlet channel to identify and conduct the initial implementation of a sustainable management strategy for the outlet channel to protect and improve lakeshore vegetation, including mature trees, from extended storm event lake levels (see attachment 1 for photos). Provide educational materials for shoreline property owners on improving vegetation for wet shoreline areas, improving functional conditions while maintaining view and access to the lake. Deliverables for this project include working with private property owners to:

- Develop an outlet management plan
  - Survey channel to identify outlet channel conditions that contribute to extended storm event lake levels and identify active erosion areas along the channel
  - Develop a desired channel and vegetation plan to reduce erosion and sedimentation
  - Develop a long-term strategy to meet on-going outlet channel management need.
- Implement the plan to show the feasibility and costs associated with the long-term management of the outlet channel.
- Provide information and educational materials to Phantom Lake shoreline property owners on actions they can take to improve water quality and shoreline conditions.

- Where possible, take advantage of existing regional programs to provide shoreline technical assistance to property owners, such as through the KCD Wetland Plant Cooperative ([http://www.kingcd.org/pro\\_wet\\_nur.htm](http://www.kingcd.org/pro_wet_nur.htm)) and the Green Shorelines Multi-Agency Permit Assistance project (<http://www.ecy.wa.gov/programs/sea/greenshorelines/index.html>).

**2. Natural Resource Improvement Actions** – describe how the project will address a minimum of one of the natural resource improvement actions described on page 1 of the application instructions. Consider the following in your answer to this question: *What natural resources will be improved? What are the known needs, gaps or deficits that will be addressed? What are the known benefits to soil, water, air, plants, fish and wildlife, landowners?*

This project would address the following Natural Resource Improvement Actions:

- Education and Outreach – raise awareness and deepen knowledge of shoreline property owners. Lakeshore property owners are passionate about their property and seek to maintain the land for multiple objectives. While some property owners are very well versed in plant management and water quality, others are new to the concepts and need additional information and training to better steward their lands.
- Pilot project – implement the sustainable channel management plan to show property owners and the Phantom Lake Homeowners Association the plan, permit, and contract needs for sustainable channel management.
- Direct Improvement of Natural Resource Conditions – provide a direct improvement in areas of non-native vegetation and erosion in the outlet channel. It is anticipated that improved channel management would also result in improved lake-shore vegetation, especially mature trees that have been falling over from higher water tables or root inundation. However, it would not be possible to quantitatively document any indirect improvements to mature trees.

**3. Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed?*

	Activity Description	Deliverables	Timeline
1.	A lake outlet channel management plan and permits for long-term management, including desired channel elevations, vegetation, and other identified elements for a sustainable outlet channel to address water quality, flooding, and habitat along the Phantom Lake shoreline.	Channel Management Plan and Permits  Property owner questionnaire about the process and product.	June 30

	Work directly with property owners of the outlet channel as part of the plan development and implementation, providing information about actions private citizens can take on their own property.		
2.	<p>Provide information about activities that can improve water quality, runoff, and vegetation to help shoreline homeowners improve their practices. Include an incentive for property owners to respond, such as free bag of compost.</p> <p>Where possible, take advantage of existing regional programs to provide shoreline technical assistance to property owners, such as through the KCD Wetland Plant Cooperative (<a href="http://www.kingcd.org/pro_wet_nur.htm">http://www.kingcd.org/pro_wet_nur.htm</a>) and the Green Shorelines Multi-Agency Permit Assistance project (<a href="http://www.ecy.wa.gov/programs/sea/greenshorelines/index.html">http://www.ecy.wa.gov/programs/sea/greenshorelines/index.html</a>).</p> <p>Provide information about the outlet channel project as it relates to lake levels and vegetation impacts.</p>	Direct mailing to all property owners (approximately 75) on the Phantom Lake Shoreline and outlet channel.	Oct 31, 2011
3.	Conduct first implementation of management plan. Contract for work, restore vegetation (using private property volunteers where appropriate), document costs, and identify problems/barriers to implementation.	Completed channel work and planted vegetation per plan.	Nov. 30, 2011
5.	Monitor and evaluate lake levels, sediment accumulation, and plant survival.	<p>Annual monitoring report.</p> <p>Final monitoring summary</p>	<p>June 30, 2011</p> <p>June 30, 2012</p> <p>June 30, 2013</p> <p>June 30, 2014</p> <p>Oct 31, 2014</p>

- 4. Effectiveness (see page 2 of application instructions for definition) – describe how the project will effectively implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *Why is the primary applicant the best entity to deliver the proposed program/service/intervention? What is the capacity of the primary applicant to deliver***

*the proposed program/service/intervention? What tools, services and partners will be brought to bear?*

The City of Bellevue is a property owner on the lake and has a long history, expertise, and the capacity to convene the private property owners. Private property owners are critical to have fully engaged in developing a plan as it is their property that is affected, they have a passion for the lake and their properties, and they have a long history and knowledge of the lake that will help make any plan successful.

The City of Bellevue will convene and facilitate discussion and development of a long-term management plan for the outlet channel. This will be conducted through meetings with property owners, and a plan review and acceptance process with the property owners.

We would like to incorporate KCD technical assistance and materials, as they are available, especially assistance working with property owners, channel maintenance techniques, native plants, and shoreline outreach materials.

The City of Bellevue will take the lead in implementing the plan as a pilot demonstration. Private property volunteers will be included, where appropriate, such as planting along the outlet channel. Any major work, such as sediment removal, will be conducted by a professional contractor for safety reasons.

The effectiveness of the channel project will be evaluated by:

- 1) Monitoring results for lake level and sediment accumulation
- 2) Property owner response to questionnaire at the end of the project about what they learned, what was most valuable, and what they think is needed long-term to keep this successful.

Education will be evaluated by the number of responses to the direct mailing and the property owner questionnaire.

- 5. Efficiency (see page 2 of application instructions for definition) – describe how the project will efficiently implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *How will the proposed program/service/ intervention engage in conjunction with related efforts? How does your strategy best leverage resources?***

It is challenging for individual owners to convene the multiple private property owners to resolve a common issue. The City of Bellevue has significant knowledge and history with Phantom Lake water quality and lake level issues and can help convene and assist property owners along the channel to communicate and work together. The city can provide technical monitoring data, previous water quality project information, and technical expertise that is usually challenging for individual property owners to obtain and utilize to generate plans. The city has engineers available to assist in development and review of channel management strategies. City staff have expertise in applying for permits and contracting, so can move

more quickly through the challenging labyrinth of local and state permits, documenting the process and providing templates to assist future management actions.

We would like to leverage the materials and expertise of the shoreline property workshops conducted by the KCD for WRIA 8. The city also has educational materials and expertise in outreach to apply to these tasks. Direct mailings often have greater visibility than workshops, where participants need to have enough awareness to be motivated to attend.

Any removal of sediment or channel modifications will be conducted by licensed contractors for safety, liability, and efficiency reasons. Planting can be conducted by volunteers in some areas, but licensed professionals will be used in steep and unsafe areas.

- 6. Equity (see page 2 of application instructions for definition) –** describe how the project will equitably implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *In what part of the District will the proposed program/service/intervention occur? Who is the target audience and what demographic section of the community will be affected?*

The target audience is property owners around the outlet channel and shoreline of Phantom Lake, fully within the City of Bellevue and District boundaries. See appendix 2 for project location.

- 7. Evaluation of Intended Results –** describe the evaluation mechanisms you will use to track, document, and report that the project has achieved the intended results described in questions 1- 3.

The community process will be evaluated by developing a channel management and restoration plan that is accepted by private property owners of the channel. The city will document participation through sign-in sheets at meetings and work sessions. The city will ask participants to answer a questionnaire about their experience, knowledge and commitment to their elements in the plan.

Shoreline outreach will be evaluated by the number of responses to mailed outreach materials.

The city will evaluate the effectiveness of the channel management strategy through lake level analyses over the course of the following year. Lake levels will be monitored and analyzed for winter and summer lake levels compared to the previous four years. Data will also be evaluated for lake level recovery time after storm events. These analyses will be compiled into a technical report for the District and the community. Channel sediment accumulation will be documented for the first three years after implementing the pilot project.

Channel vegetation improvements will be watered, weeded and monitored for three years, as required, to achieve 90% survival.

**8. Project Budget & Expenses**

Budget Item	KCD Funds	Bellevue In-kind	Other Funds (specify)	Total
<b>Salaries and Benefits</b>	\$24,360 (Program administrator 4 mo full time)	\$ 9,750  senior staff @ \$65/hr		
<b>Travel/Meals/Mileage</b>				
<b>Design &amp; Engineering</b>	\$10,000			
<b>Permits</b>	\$ 2,000			
<b>Office/Field Supplies Live stakes/plants</b>	\$ 1,500			
<b>Contracted/ Professional Services (survey)</b>	\$ 3,000			
<b>Contracted/ Professional Services (sediment removal)</b>	\$15,000			
<b>Contracted/ Professional Services (vegetation)*</b>	\$ 3,000			
<b>Land Acquisition</b>	n/a			
<b>Postage</b>	\$ 125			
<b>Education materials and Incentives</b>	\$ 125	\$150		
<b>Monitoring and maintenance *</b>	\$1, 800			
<b>TOTAL</b>	<b>\$60,910</b>	<b>\$9,900</b>		<b>\$70,810</b>

\*will try to gain private property volunteers

Note: Rough estimate - 400 lineal feet of channel restoration including survey, permits and rights-of-entry, design & engineering, outreach, restoration work and monitoring at ~ \$177 per lineal foot.

**9. KCD Acknowledgement** - Describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see Grant Program Overview & Policies, General Grant Program Policies, #6).

KCD funding and services will be acknowledged in outreach mailings to shoreline property owners.

Shelley McVee  
Authorized Signature

4/29/11  
Date

Attachment 1: Phantom Lake Project



High lake level impacts to park property and community access to lake



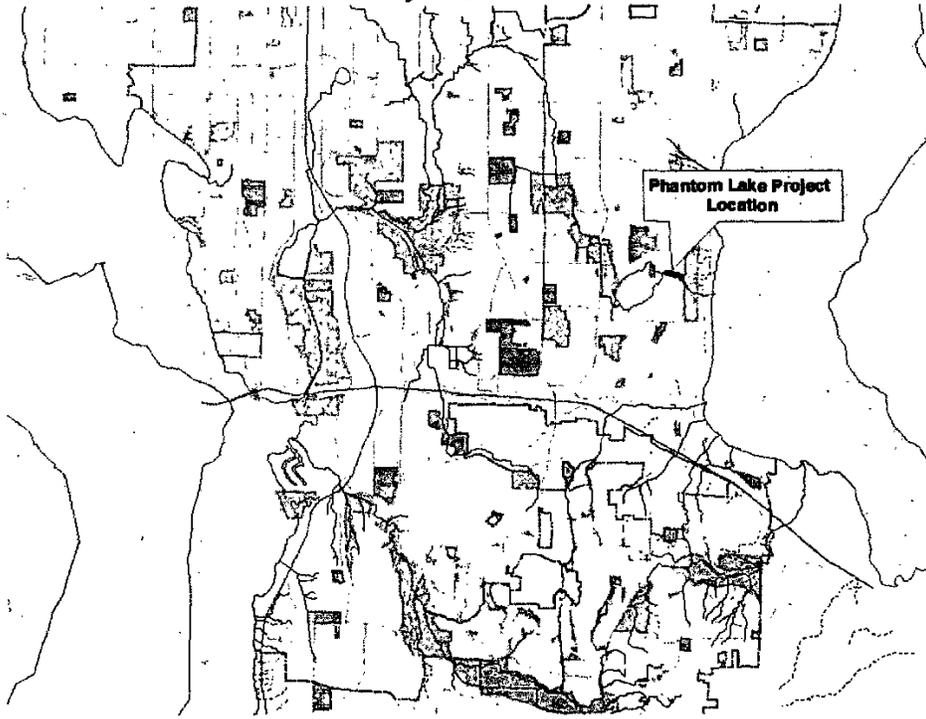
High lake level impacts to trees and private property uses



Phantom Lake outlet channel



Attachment 2: Phantom Lake Project Location





## MEMORANDUM

---

**DATE:** June 8, 2011

**TO:** Shelley McVein, Deputy Director, Parks

**FROM:** Geoff Bradley, Environmental Programs Supervisor  
Dan DeWald, Natural Resource Manager

**SUBJECT:** KCD Membership Jurisdiction Grant for Phantom Lake

When fully executed, the attached document will provide a grant agreement between the City of Bellevue (Grantee) and the King Conservation District (Grantor) in the amount of \$60,910.00 for restoration work on the Phantom Lake outlet channel.

The Phantom Lake outlet channel is a privately owned channel which can affect the lake levels of Phantom Lake. It is believed that excessive sedimentation of the channel and culvert under SE 17<sup>th</sup> Place is contributing to higher lake levels that are affecting Parks Department shoreline vegetation and access.

This project will work with the Phantom Lake property owners to identify and conduct the initial implementation of a sustainable management strategy for the outlet channel to help protect and improve lakeshore vegetation and access. The outlet channel management plan will include a stream channel profile survey, channel and vegetation enhancement plan, and a long term strategy to meet the on-going outlet channel management needs.

City Council approved acceptance of the grant funds with Ordinance No. 6003 on June 6, 2011. It is recommended that the City enter into the attached agreement for a grant amount of \$60,910.00 from the King Conservation District for funding the attached Phantom Lake Project.

---

---



**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

**View Cause and Treatment Code Descriptions**

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

**Agency & Acronym Information**

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

**OFFICIAL GOVERNMENT USE ONLY**

- > Debar Maintenance
- > Administration
- > Upload Login

**EPLS Search Results**

**Search Results for Parties Excluded by**  
**Firm, Entity, or Vessel : King County Conservation District**  
 As of 15-Jun-2011 10:11 AM EDT  
 Save to MyEPLS

**Your search returned no results.**

**Back New Search Printer-Friendly**

**Resources**

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

**Reports**

- > Advanced Reports
- > Recent Updates
- > Dashboard

**Archive Search - Past Exclusions**

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

**Contact Information**

- > For Help: Federal Service Desk

1222-ORD  
06/02/11

# ORIGINAL

## CITY OF BELLEVUE, WASHINGTON

### ORDINANCE NO. 6003

**AN ORDINANCE 1) authorizing execution and acceptance of a King Conservation District 2011 Membership Jurisdiction Grant Agreement (and any necessary supplements) for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; 2) amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and to increase the appropriation by \$60,910; 3) and authorizing the expenditures of said grant funds.**

**THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1. The City Manager or his designee is authorized to execute a grant agreement (and any necessary supplements) with the King Conservation District (KCD) 2011 Membership Jurisdiction to accept \$60,910 in funding for the pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel , which grant agreement shall be substantially in the form given Clerk's Receiving No. \_\_\_\_\_.**

**Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.**

**Section 3. The City Manager or his designee is hereby further authorized to execute all documents necessary to fulfill the terms of the agreements authorized in Section 1 and 2.**

**Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of said grant monies received pursuant to said Agreement and shall have all authority necessary to enter into agreements regarding the use thereof.**

**Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:**

<b>King Conservation District</b>	<b>\$60,910</b>
-----------------------------------	-----------------

**Section 6. Upon execution of said grant agreement the budget for the Operating Grants, Donations and Special reserve Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.**

1222-ORD  
06/02/11

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants, Donations, and Special Reserves Fund	\$60,910

Provided, however, if the actual revenue received from the anticipated source specified in said grant agreement should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 6th day of June, 2011, and signed in authentication of its passage this 6th day of June, 2011.

(SEAL)

  
 Don Davidson, DDS  
 Mayor

Approved as to form:

Lori M. Riordan, City Attorney

  
 Lacey L. Madche, Assistant City Attorney

Attest:

  
 Myrna L. Basich, City Clerk  
 Published June 9, 2011

# Agenda

---

## City Council Regular Session

MONDAY  
June 6, 2011

8:00 – 10:00 p.m.  
Council Chambers (1E-126)

- |    |   | <u>Page</u>                      |
|----|---|----------------------------------|
| 1. | Call to Order   |                                  |
| 2. | Roll Call, Flag Salute  |                                  |
|    | (a) Proclamation for Mountains to Sound Greenway<br>Summer Kick-off   | <u>2-1</u>                       |
|    | (b) Proclamation for World Elder Abuse Awareness Day  | <u>2-3</u>                       |
|    |   | PARKS<br>Cathy<br>VonWald        |
| 3. | Communications: Written and Oral  |                                  |
|    | <i>Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.</i> |                                  |
| 4. | Reports of Community Council, Boards and Commissions  |                                  |
| 5. | Report of the City Manager  |                                  |
|    | (a) Management Brief providing update on the Police<br>Defibrillation Program   | POL<br>Chief Pillo<br><u>5-1</u> |

**City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.**



City of Bellevue

		<u>Page</u>
(b)	Management Brief providing update on Downtown Transportation Plan  <i>(For information. Action on a related professional services contract will be scheduled at a future meeting.)</i>	TRAN Goran Sparman Kevin O'Neill  <u>5-3</u>
(c)	Management Brief regarding South Kirkland Park-n-Ride  <i>(For information. Staff seeks Council concurrence to send draft letter.)</i>	PCD Dan Stroh  <u>5-11</u>
(d)	Management Brief regarding recent State Supreme Court decision on use of I-90 center roadway  <i>(For information.)</i>	CAO Kate Berens  <u>5-21</u>
(e)	Management Brief regarding request for building permit deadline extension  <i>(For information. Should Council wish to explore further extension, staff will return with alternatives for your consideration.)</i>	DSD Mike Brennan  <u>5-23</u>
(f)	Management Brief providing update on Phantom Lake  <i>(For information. Relates to Consent Item 8 (i) - grant acceptance.)</i>	UTIL Nav Otal  <u>5-25</u>
(g)	Management Brief regarding Eastside Pathways  <i>(For information.)</i>	PARKS Patrick Foran  <u>5-29</u>
6.	Council Business and New Initiatives	
(a)	Appointments to Library Board	Liaison Robertson  <u>6-1</u>
7.	Approval of the Agenda	
8.	Consent Calendar	
(a)	Minutes of May 2, 2011 Study Session Minutes of May 2, 2011 Regular Session	<u>8a-1</u>

Minutes of May 9, 2011 Extended Study Session

(b) On-Call Eductor and Sweeping Services General Services Agreements

FIN

8-1

*(It is anticipated the City will expend approximately \$375,000 per year for these services.)*

Resolution No. 8235 authorizing execution of a General Services Agreement with Action Services Corporation, for on-call eductor and sweeping services for a period not to exceed two years with an option to renew for two additional years;

Resolution No. 8236 authorizing execution of a General Services Agreement with Bravo Environmental, for on-call eductor and sweeping services for a period not to exceed two years with an option to renew for two additional years;

Resolution No. 8237 authorizing execution of a General Services Agreement with Davidson Macri Sweeping, Inc., for on-call eductor and sweeping services for a period not to exceed two years with an option to renew for two additional years; and

Resolution No. 8238 authorizing execution of a General Services Agreement with Olson Brothers Pro-Vac, for on-call eductor and sweeping services for a period not to exceed two years with an option to renew for two additional years.

(c) On-call Roll-up, Overhead Door Maintenance and Minor Repair Services General Service Agreements

FIN

8-11

*(It is anticipated the City will expend approximately \$60,000 for these services for the next two years.)*

Resolution No. 8239 authorizing execution of a General Services Agreement with Davis Door Service, Inc., for on-call roll up, overhead door maintenance and minor repair services for a period not to exceed two years with an option to renew for two additional

years; and

Resolution No. 8240 authorizing execution of a General Services Agreement with Specialty Door Service, Inc., for on-call roll up, overhead door maintenance and minor repair services for a period not to exceed two years with an option to renew for two additional years.

- (d) On-call Fencing, Gates and Safety Railing Services FIN 8-17  
General Service Agreements

*(It is anticipated the City will expend approximately \$135,000 per year for these services.)*

Resolution No. 8241 authorizing execution of a General Services Agreement with All Around Fence Company, for on-call fencing, gates, and safety railing services for a period not to exceed two years with an option to renew for two additional years;

Resolution No. 8242 authorizing execution of a General Services Agreement with Quality Fence Builders, Inc., for on-call fencing, gates, and safety railing services for a period not to exceed two years with an option to renew for two additional years; and

Resolution No. 8243 authorizing execution of a General Services Agreement with SeaWest Construction, for on-call fencing, gates, and safety railing services for a period not to exceed two years with an option to renew for two additional years.

- (e) Resolution No. 8244 authorizing execution of a contract with MethodFactory, in an amount not to exceed \$204,600, for the upgrade and ongoing support of the GovMax Budget System. FIN 8-25

- (f) Ordinance No. 6002 authorizing execution of an Interlocal Agreement with King County authorizing the City of Bellevue Fire Department to conduct annual fire inspections, issue Operational Permits when appropriate and necessary, and work with King FIRE 8-33

County to enforce the International Fire Code in Fire District 14.

- (g) Resolution No. 8229 repealing Resolution No. 4803 and establishing a new policy and procedure for naming public parks and parks and recreation facilities. PARKS 8-41

*(Postponed from May 16, 2011.)*

- (h) Motion to award Bid No. 11143 to Milne Electric, Inc., in the amount of \$72,183.72, as the lowest responsible bidder, to complete electrical and lighting improvements for the Wilburton Hill Park Sportsfield Lighting Replacement project. PARKS 8-47

- (i) Ordinance No. 6003 authorizing execution and acceptance of a King Conservation District 2011 Membership Jurisdiction Grant Agreement for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and to increase the appropriation by \$60,000; and authorize the expenditures of said grant funds. PARKS 8-51

*(Relates to Management Brief at Item 5(f).)*

- (j) On-call Construction Inspection Services Contract TRAN 8-59

Resolution No. 8245 authorizing execution of an agreement with Jacobs Project Management Co., in an amount not to exceed \$120,000, to provide on-call construction inspection for the 145<sup>th</sup> Place SE-SE 16<sup>th</sup> Street to SE 24<sup>th</sup> Street, SE 22<sup>nd</sup> Street-145<sup>th</sup> Place SE to 156<sup>th</sup> Avenue SE Improvements project, and other 2011 construction projects, as needed, to insure proper construction inspection and management; and

Resolution No. 8246 authorizing execution of an agreement with WH Pacific, in an amount not to exceed \$76,000, to provide on-call construction

inspection for the 102<sup>nd</sup> Avenue NE Crosswalk and Safety Improvements project, and other 2011 construction projects, as needed, to insure proper construction inspection and management.

- |  |      |             |
|--|------|-------------|
| (k) Motion to award Bid No. 11012 for Upper Vasa Creek Check Dam Repair, to Palensky Dozing, Inc., in the amount of \$174,246.47, as the lowest responsible and responsive bidder (CIP Plan No. D-59 and S-32).  | UTIL | <u>8-71</u> |
| (l) Motion to award Bid No. 11079 for Kelsey Creek 121 <sup>st</sup> Avenue SE Culvert Fish Passage and Stream Channel Improvements, to BCI Contracting, Inc., in the amount of \$509,985.30, as the lowest responsible and responsive bidder (CIP Plan No. D-81). | UTIL | <u>8-79</u> |
| (m) Resolution No. 8247 authorizing execution of an amendment to the Professional Services Agreement with Hillis Clark Martin & Peterson, to increase the contract amount by \$50,000, for a total contract amount of \$150,000 for legal services.                | CAO  | <u>8-85</u> |

9. Public Hearings

(a) Development Agreement associated with Kelsey Creek Shopping Center

1. Staff Report
2. Motion to open public hearing
3. Receive public testimony
4. Motion to close public hearing
5. Council discussion

CAO 9-1  
Kate Berens

Resolution No. 8248 authorizing execution of a Development Agreement with Kelsey Creek Center, LLC, providing for a proportional adjustment to transportation impact fees for development at Kelsey Creek Shopping Center.

10. Land Use

11. Other Ordinances, Resolutions and Motions

- (a) Ordinance No. 6004 authorizing purchase of certain real property from Seattle Children's Hospital pursuant to the City's existing option for Stage 1 of the NE 15<sup>th</sup>/16<sup>th</sup> Street Project; directing that the "Option Notice" be provided to Seattle Children's Hospital; authorizing execution of all documents necessary to close on the Option Parcel consistent with the terms of that certain Purchase and Sale and Sale of Real Property dated December 12, 2007 with Seattle Children's Hospital; and establishing an effective date.

CIVIC/  
TRAN  
Nora Johnson  
Max Jacobs/  
Goran  
Sparman  
Rick  
Logwood

11-1

*(Discussed with Council on March 14 and May 2, 2011.)*

12. Unfinished Business  
13. Continued Oral Communications  
14. New Business  
15. Executive Session  
16. Adjournment

**CITY COUNCIL AGENDA MEMORANDUM**

**SUBJECT**

Ordinance No. 6003, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

**FISCAL IMPACT**

This action will authorize acceptance of King Conservation District funds to implement the Phantom Lake pilot project and increase the 2011-2012 Operating Grants, Donations and Special Reserves Fund by \$60,910. This grant has no match requirements. The Parks and Community Services Department will provide up to \$9,900 in staffing time to manage the project. This grant and related work were not anticipated in the 2011-2012 budgets.

**STAFF CONTACTS**

Patrick Foran, Director, 452-5377  
*Parks & Community Services Department*

Nav Otal, Interim Director, 452-2041  
*Utilities Department*

**POLICY CONSIDERATION**

City financial policy requires that grant awards over \$50,000 be approved by Council and accepted by Ordinance.

**BACKGROUND**

Phantom Lake is a private lake in the Phantom Creek Drainage Basin. Residents of the Phantom Lake community are concerned that current conditions of the private lake outlet channel, including the private culvert under SE 17<sup>th</sup> Place, are contributing to high lake levels in winter and have requested the City's assistance in removing organic and sediment build up from these facilities. Since these are private facilities, the City is constrained from using utility rate monies to engage in maintenance activities. However, the Parks and Community Services Department, as one of the shoreline property owners on the lake, has an interest in keeping the channel and culvert well maintained. To address long-term maintenance activities for the lake outlet channel and culvert, the Parks Department intends to work with Phantom Lake property owners to form a partnership, such as a Lake Management District.

In order to provide assistance in the short term, the Parks Department obtained a grant from the King Conservation District (KCD) to clean the lake outlet channel and culvert this year (a one-time maintenance activity). Implementing the grant is contingent on (1) the property owners of

the lake outlet channel and roadway culvert providing rights-of-entry to the Parks Department, and (2) obtaining all necessary permits prior to commencing work. The plan is to complete all work in August or early September when the outlet channel and culvert are dry.

This culvert and channel maintenance performed with grant monies will help to define the requirements and costs of a long-term management plan for the Phantom Lake property owners. In addition to cleaning the lake outlet channel and culvert, this pilot project includes:

- Performing outreach to lake and outlet channel and culvert property owners;
- Surveying and developing a plan for the channel and culvert which shows the organic debris and sediment that will be removed and the erosion areas that will be vegetated;
- Vegetating active erosion areas in the outlet channel; and
- Evaluating the effect of maintenance work on winter lake levels and periodic monitoring of sediment accumulation and plant survival for three years after the work is completed.

City staff met with officers of the Phantom Lake Homeowners Association and they unanimously supported moving forward with this KCD grant-funded pilot project. In discussing this matter with the officers, Staff made it clear that any future projects on the lake and in the culvert and channel are the responsibility of the property owners. This project is, consequently, a short term solution and there is no assurance that grant funding would be available for a project in the future. The Parks Department, as a property owner on the lake, will continue to work, however, with Phantom Lake property owners to form a public-private partnership, such as a Lake Management District, to develop a long-term funding and maintenance strategy.

#### **EFFECTIVE DATE**

If approved by Council, this Ordinance will become effective on June 15, 2011.

#### **OPTIONS**

1. Adopt Ordinance No. \_\_\_\_\_, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.
2. Do not adopt Ordinance No. 603 and provide alternative direction to staff.

#### **RECOMMENDATION**

Adopt Ordinance No. 603, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

#### **MOTION**

Move to adopt Ordinance No. 603, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any

subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

**ATTACHMENT**

May 10, 2011 KCD Grant Award Letter  
Proposed Ordinance No. 6003

**AVAILABLE IN COUNCIL OFFICE**

Grant Application



---

**King Conservation District**

935 Powell Avenue SW, Ste. D • Renton, WA 98057 • Phone (425) 277-5581 • Fax (425) 277-5588 • E-mail [district@kingcd.org](mailto:district@kingcd.org)

May 10, 2011

Geoff Bradley  
City of Bellevue  
PO Box 90012  
Bellevue, WA 98009-9012

Dear Geoff,

On behalf of the King Conservation District Board of Supervisors, congratulations on the award of a Member Jurisdiction Grant in the amount of \$60,910.00 for the *City of Bellevue Phantom Lake Project*. The Board is pleased to support your project and looks forward to its successful implementation.

In the near future, you will receive a draft Agreement for Award of Member Jurisdiction & WRIA Forum Grant to be signed by City of Bellevue representatives. Prior to receiving the Agreement, feel free to contact me with any questions you may have about the grant award or the agreement process. In addition, please visit the grant program website and read the policies and procedures document to become apprised of the program requirements and to see what forms are available online.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Jones', is written over a faint, circular embossed seal.

Michael Jones  
Grant Assistant

**ORIGINAL**

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6003

AN ORDINANCE 1) authorizing execution and acceptance of a King Conservation District 2011 Membership Jurisdiction Grant Agreement (and any necessary supplements) for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; 2) amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and to increase the appropriation by \$60,910; 3) and authorizing the expenditures of said grant funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a grant agreement (and any necessary supplements) with the King Conservation District (KCD) 2011 Membership Jurisdiction to accept \$60,910 in funding for the pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel, which grant agreement shall be substantially in the form given Clerk's Receiving No. 47746.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 3. The City Manager or his designee is hereby further authorized to execute all documents necessary to fulfill the terms of the agreements authorized in Section 1 and 2.

Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of said grant monies received pursuant to said Agreement and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:

King Conservation District	\$60,910
----------------------------	----------

Section 6. Upon execution of said grant agreement the budget for the Operating Grants, Donations and Special reserve Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants, Donations, and Special Reserves Fund	\$60,910

Provided, however, if the actual revenue received from the anticipated source specified in said grant agreement should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 6th day of June, 2011,  
and signed in authentication of its passage this 6th day of June,  
2011.

(SEAL)

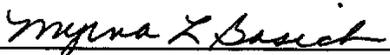
  
Don Davidson, DDS  
Mayor

Approved as to form:

Lori M. Riordan, City Attorney

  
Lacey L. Madche, Assistant City Attorney

Attest:

  
Myrna L. Basich, City Clerk  
Published June 9, 2011

**CITY COUNCIL AGENDA MEMORANDUM**

**SUBJECT**

Ordinance No. 6063, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

**FISCAL IMPACT**

This action will authorize acceptance of King Conservation District funds to implement the Phantom Lake pilot project and increase the 2011-2012 Operating Grants, Donations and Special Reserves Fund by \$60,910. This grant has no match requirements. The Parks and Community Services Department will provide up to \$9,900 in staffing time to manage the project. This grant and related work were not anticipated in the 2011-2012 budgets.

**STAFF CONTACTS**

Patrick Foran, Director, 452-5377  
*Parks & Community Services Department*

Nav OtaI, Interim Director, 452-2041  
*Utilities Department*

**POLICY CONSIDERATION**

City financial policy requires that grant awards over \$50,000 be approved by Council and accepted by Ordinance.

**BACKGROUND**

Phantom Lake is a private lake in the Phantom Creek Drainage Basin. Residents of the Phantom Lake community are concerned that current conditions of the private lake outlet channel, including the private culvert under SE 17<sup>th</sup> Place, are contributing to high lake levels in winter and have requested the City's assistance in removing organic and sediment build up from these facilities. Since these are private facilities, the City is constrained from using utility rate monies to engage in maintenance activities. However, the Parks and Community Services Department, as one of the shoreline property owners on the lake, has an interest in keeping the channel and culvert well maintained. To address long-term maintenance activities for the lake outlet channel and culvert, the Parks Department intends to work with Phantom Lake property owners to form a partnership, such as a Lake Management District.

In order to provide assistance in the short term, the Parks Department obtained a grant from the King Conservation District (KCD) to clean the lake outlet channel and culvert this year (a one-time maintenance activity). Implementing the grant is contingent on (1) the property owners of

the lake outlet channel and roadway culvert providing rights-of-entry to the Parks Department, and (2) obtaining all necessary permits prior to commencing work. The plan is to complete all work in August or early September when the outlet channel and culvert are dry.

This culvert and channel maintenance performed with grant monies will help to define the requirements and costs of a long-term management plan for the Phantom Lake property owners. In addition to cleaning the lake outlet channel and culvert, this pilot project includes:

- Performing outreach to lake and outlet channel and culvert property owners;
- Surveying and developing a plan for the channel and culvert which shows the organic debris and sediment that will be removed and the erosion areas that will be vegetated;
- Vegetating active erosion areas in the outlet channel; and
- Evaluating the effect of maintenance work on winter lake levels and periodic monitoring of sediment accumulation and plant survival for three years after the work is completed.

City staff met with officers of the Phantom Lake Homeowners Association and they unanimously supported moving forward with this KCD grant-funded pilot project. In discussing this matter with the officers, Staff made it clear that any future projects on the lake and in the culvert and channel are the responsibility of the property owners. This project is, consequently, a short term solution and there is no assurance that grant funding would be available for a project in the future. The Parks Department, as a property owner on the lake, will continue to work, however, with Phantom Lake property owners to form a public-private partnership, such as a Lake Management District, to develop a long-term funding and maintenance strategy.

#### **EFFECTIVE DATE**

If approved by Council, this Ordinance will become effective on June 15, 2011.

#### **OPTIONS**

1. Adopt Ordinance No. \_\_\_\_\_, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.
2. Do not adopt Ordinance No. 6003 and provide alternative direction to staff.

#### **RECOMMENDATION**

Adopt Ordinance No. 6003, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

#### **MOTION**

Move to adopt Ordinance No. 6003, authorizing execution and acceptance of a King Conservation District (KCD) 2011 Membership Jurisdiction Grant Agreement (and any

subsequent grant-related documents) for \$60,910 for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and increase the appropriation by \$60,910; and authorizing the expenditure of said grant funds.

**ATTACHMENT**

May 10, 2011 KCD Grant Award Letter  
Proposed Ordinance No. 6003

**AVAILABLE IN COUNCIL OFFICE**

Grant Application



---

**King Conservation District**

935 Powell Avenue SW, Ste. D • Renton, WA 98057 • Phone (425) 277-5581 • Fax (425) 277-5588 • E-mail [district@kingcd.org](mailto:district@kingcd.org)

May 10, 2011

Geoff Bradley  
City of Bellevue  
PO Box 90012  
Bellevue, WA 98009-9012

Dear Geoff,

On behalf of the King Conservation District Board of Supervisors, congratulations on the award of a Member Jurisdiction Grant in the amount of \$60,910.00 for the *City of Bellevue Phantom Lake Project*. The Board is pleased to support your project and looks forward to its successful implementation.

In the near future, you will receive a draft Agreement for Award of Member Jurisdiction & WRIA Forum Grant to be signed by City of Bellevue representatives. Prior to receiving the Agreement, feel free to contact me with any questions you may have about the grant award or the agreement process. In addition, please visit the grant program website and read the policies and procedures document to become apprised of the program requirements and to see what forms are available online.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Jones', is written over a light blue horizontal line.

Michael Jones  
Grant Assistant

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6003

AN ORDINANCE 1) authorizing execution and acceptance of a King Conservation District 2011 Membership Jurisdiction Grant Agreement (and any necessary supplements) for a pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel; 2) amending the 2011-2012 Operating Grants, Donations and Special Reserves Fund to establish a new project and to increase the appropriation by \$60,910; 3) and authorizing the expenditures of said grant funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a grant agreement (and any necessary supplements) with the King Conservation District (KCD) 2011 Membership Jurisdiction to accept \$60,910 in funding for the pilot project to remove organic and sediment build-up and vegetate erosion areas in the Phantom Lake outlet channel , which grant agreement shall be substantially in the form given Clerk's Receiving No. \_\_\_\_\_.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 3. The City Manager or his designee is hereby further authorized to execute all documents necessary to fulfill the terms of the agreements authorized in Section 1 and 2.

Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of said grant monies received pursuant to said Agreement and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance is:

King Conservation District	\$60,910
----------------------------	----------

Section 6. Upon execution of said grant agreement the budget for the Operating Grants, Donations and Special reserve Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

1222-ORD  
06/02/11

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants, Donations, and Special Reserves Fund	\$60,910

Provided, however, if the actual revenue received from the anticipated source specified in said grant agreement should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

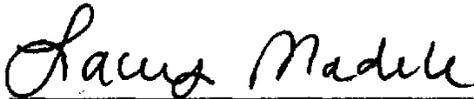
Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

(SEAL)

\_\_\_\_\_  
Don Davidson, DDS  
Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Lacey L. Madche, Assistant City Attorney

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk  
Published \_\_\_\_\_

CR #: 47746 Date: 8-11 Loc: INTRPOL-000 PO #: 1119377-000



City of Bellevue  
 Finance - Contracting Services  
 425-452-7876

Ord 6003

**Grant Agreement Routing Form**

**Current Agreement Information**

**Agreement Title:** Phantom Lake KCD Member Jurisdiction Grant  
**Agreement Description:** KCD Member Jurisdiction Grant for restoration work on Phantom Lake outfall channel  
**Agreement Form:** Vendor Agreement Document  
**Agreement Type:** Grant  
**Document Type:** Award Letter  
**Agreement Manager:** Geoff Bradley  
**Agreement Amount:** \$60,910.00  
**Total Aggregate Value:** NaN

**Project Information:**

**Project Name:** Phantom Lake Project  
**Department:** Parks & Community Services  
**Project Manager:** Geoff Bradley  
**Are matching funds required on this project?** No

**Granting Organization Information:**

**Funding Agency:** King Conservation District  
**Administrative Agency:** King Conservation District  
**Administrative Agency JDE Vendor #:** 37420  
**Funding Program Name:** Member Jurisdiction Grants

**Agreement Terms:**

**Original Effective Date:** 06/06/2011 (actual date)      **End Date:** 10/31/2014 (estimated date)

**Related Agreement Information:**

**Is this a renewal/amendment?** No

**Council Approval:**

**Council Award Date:** 6/6/2011      **Ordinance #:** 6003      **Resolution #:**

**Route:**

	<u>In</u>	<u>Out</u>
Contracting Services: <u>M Schwab</u>	<u>6/16/11</u>	<u>6/16/11</u>
Accounting: <u>V. Jherity</u>	<u>6/14/11</u>	<u>6/14/11</u>
Information Technology: <u>Not Required</u>		
Legal: <u>Louise Nadel</u>	<u>6-15-11</u>	<u>6-20-11</u>
Insurance Reviewed By: <u>Joanne Nicolai</u>	<u>6-20-11</u>	<u>6-21-11</u>
Department Director: <u>Shelly McVie</u>	<u>6/21/11</u>	<u>6/21/11</u>
Contracting Services: <u>M Schwab</u>	<u>7/29/11</u>	<u>7/29/11</u>
Return To: <u>Geoff Bradley</u>		
City Clerk's Office: <u>Al Tolson</u>	<u>8-11</u>	<u>8-11</u>

1119277-000

**Document Management Information:**

CIP Plan #:  
Budget Fund: 1640  
Funding Source: Local/Other

JDE Project Number: 640051  
Explanation:  
2011 KCD Member Jurisdiction Grant

**Budget Information:**

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
2011	KCD Member Jurisdiction Grant fo...	051640001.7680	\$60,910.00

**Additional Comments:**

*[Faint handwritten notes and signatures are visible in the lower half of the page, but they are illegible.]*