



## AGENDA - REVISED

### City Council Regular Meeting

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6:30 PM - Tuesday, April 21, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated  
Time

#### MEETING ACCESSIBILITY

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

#### To View Live:

- **City Website:** [www.sammamish.us/news-events/tv-21/](http://www.sammamish.us/news-events/tv-21/)
- **City Facebook:** [www.facebook.com/CityofSammamishWA/](https://www.facebook.com/CityofSammamishWA/)
- **Comcast Channel 21** (within Sammamish only)

**To View Later:** Meeting videos are available the day after the meeting:

- **City Website:** [www.sammamish.us/news-events/tv-21/](http://www.sammamish.us/news-events/tv-21/)
- **YouTube:**  
[www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A](https://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A)
- **Comcast Channel 21** (within Sammamish only)

**CALL TO ORDER**

**6:30 pm**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**EMERGENCY MANAGEMENT**

**6:35 pm**

**COVID-19 UPDATE:** Emergency Manager Andrew Stevens

**EXECUTIVE SESSION – IF NECESSARY**

**PUBLIC COMMENT**

6:45 pm

**Note:**

Pursuant to the Governor’s emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

**Written Comment:**

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at [manderson@sammamish.us](mailto:manderson@sammamish.us) and [citycouncil@sammamish.us](mailto:citycouncil@sammamish.us).

**Verbal Comment:**

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: **+1 (571) 317-3122**
- Access Code: **929-348-197**

Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment.

**CONSENT CALENDAR**

7:15 pm

- |         |    |   |
|---------|----|---|
|         | 1. | <b>Payroll:</b> For the Period Ending April 15, 2020 For a Pay Date of April 20, 2020 in the Amount of \$474,134.36                                   |
| 5 - 9   | 2. | <b>Claims:</b> For Period Ending April 21, 2020 In The Amount Of \$2,681,743.32 For Check No. 56783 Through 56893<br><a href="#">View Agenda Item</a> |
| 10 - 17 | 3. | <b>Bid Award:</b> Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) - Construction<br><a href="#">View Agenda Item</a>                   |
| 18 - 24 | 4. | <b>Contract:</b> Financial Software License Renewal/Springbrook<br><a href="#">View Agenda Item</a>   |
| 25 - 32 | 5. | <b>* Approval:</b> SE 4th St Improvement Project - Construction Contract Contingency Budget Increase/Marshbank<br><a href="#">View Agenda Item</a>    |

- 33 - 38      6.      **Supplemental Agreement:** SE 4th St Improvement Project - Additional Engineering and Construction Management Services Budget/ Pertect  
[View Agenda Item](#)
- 39 - 57      7.      **Grant:** Stormwater Outreach/King Conservation District Grant  
[View Agenda Item](#)
- 58 - 60      8.      **Approval:** Minutes for April 7, 2020 Regular Meeting  
[View Agenda Item](#)
- 61 - 63      9.      **\*Approval:** Minutes for April 14, 2020 Special Meeting  
[View Agenda Item](#)

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**7:25 pm**

- 64 - 68      10.      **Emergency Ordinance:** An Ordinance Of The City Of Sammamish, Washington, In Response To The Covid-19 Pandemic, Postponing Expiration Of The Tent City IV Temporary Homeless Encampment Use Permit Number THEU2019-00620 For 30 Days; Providing For Severability; And Declaring An Emergency  
[View Agenda Item](#)

**NEW BUSINESS**

**7:45 pm**

- 69 - 74      11.      **Emergency Ordinance:** An Ordinance Of The City Of Sammamish, Washington, In Response To The Covid-19 Pandemic, Temporarily Extending Expiration Of Issued Building And Construction Permits; Granting The Director Of Community Development Discretion To Grant Extensions To Other Permit Expiration Dates; Authorizing Temporary Administrative Interpretations To Address Deadlines And Other Requirements Related To Permits; Establishing An Expiration Date Consistent With RCW 36.70A.390; Providing For Severability; And Declaring An Emergency  
[View Agenda Item](#)

**COUNCIL REPORTS/ CITY MANAGER REPORT**

**8:30 pm**

**EXECUTIVE SESSION**

Potential Land Acquisition pursuant to RCW 42.30. 110(1)(b) and  
\* Potential Litigation pursuant to RCW 42.30.110(1)(i)

**ADJOURNMENT**

**10:00 pm**

\* This Item has been revised.

\* This item has been added.

\* This item was added. Exported to wrong agenda.

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.



# MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: April 9, 2020

Re: Claims for April 21st, 2020

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1,572,037.64 +  
1,109,705.68 +  
2,681,743.32 \*

	\$ 1,572,037.64
	\$ 1,109,705.68
Check #56783-56893	\$ 2,681,743.32

## Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Eastside Fire & Rescue	\$ 659,422.66	April contribution
Johansen Construction Co	\$ 614,326.27	SE Iss-Fall City Rd improvements
Marshbank	\$ 375,823.19	SE 4th St Improvements
AWC	\$ 173,215.89	Employee benefits
Lochner	\$ 99,340.70	SE Iss-Fall City Rd improvements
David Evans & Associates	\$ 93,395.65	Iss-Pine Lake Rd improvements
Issaquah School District	\$ 79,755.50	Impact fees
ICMA401	\$ 59,795.07	Employee benefits
Petersen Brothers	\$ 58,822.13	Guardrail project
Osborn Consulting Inc	\$ 53,308.22	Ebright Creek fish passage

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 3/26/2020 - 3:11 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
56783	03/27/2020	AHBL	AHBL Inc	287.50	56,783
56784	03/27/2020	ALLSTREA	Allstream	2,169.89	56,784
56785	03/27/2020	AMYKLOST	Amy Klosterman Law PLLC	1,732.50	56,785
56786	03/27/2020	AWC	Association of Wa Cities	25.00	56,786
56787	03/27/2020	AUTODOC	Auto Doctor	4,398.50	56,787
56788	03/27/2020	BACKGROU	Background Source Intl	85.00	56,788
56789	03/27/2020	BINDLISH	Nidhi Bindlish	800.00	56,789
56790	03/27/2020	CADMAN	Cadman, Inc.	241.45	56,790
56791	03/27/2020	CDW	CDW Govt Inc	22,408.98	56,791
56792	03/27/2020	CENTRALW	Central Welding Supply	55.39	56,792
56793	03/27/2020	CENTURY	CenturyLink	59.99	56,793
56794	03/27/2020	CREATCIR	Creative Circle, LLC	3,666.25	56,794
56795	03/27/2020	HOGAN	D. A. Hogan & Assoc., Inc	4,285.50	56,795
56796	03/27/2020	DABKE	Shilpa Dabke	110.00	56,796
56797	03/27/2020	EVANS	David Evans & Associates, Inc	93,395.65	56,797
56798	03/27/2020	EASTFIRE	Eastside Fire & Rescue	659,422.66	56,798
56799	03/27/2020	ESA	ESA	14,073.95	56,799
56800	03/27/2020	FASTENAL	Fastenal Industrial Supplies	1,455.98	56,800
56801	03/27/2020	FIDALGO	Sofia Amador Fidalgo	750.00	56,801
56802	03/27/2020	FIDELIS	Fidelis, Inc	232.50	56,802
56803	03/27/2020	FINISHTO	Finishing Touch Masonry & Restorati	2,497.00	56,803
56804	03/27/2020	GENERATO	Generator Services NW	1,617.11	56,804
56805	03/27/2020	GRANICUS	Granicus	11,919.58	56,805
56806	03/27/2020	GRAYOS	Gray & Osborne, Inc.	14,878.06	56,806
56807	03/27/2020	HERMANSON	Hermanson Co LLP	2,650.63	56,807
56808	03/27/2020	HERRERA	Herrera Environmental Consult.	9,491.96	56,808
56809	03/27/2020	HOMEDE	Home Depot	3,846.19	56,809
56810	03/27/2020	HONEY	Honey Bucket	1,904.00	56,810
56811	03/27/2020	INTEGRIT	Integrity Interior Solutions LLC	9,483.80	56,811
56812	03/27/2020	KINGFI	King County Finance A/R	3,840.06	56,812
56813	03/27/2020	KINGTREA	King County Treasury Div	1,964.00	56,813
56814	03/27/2020	KLEINFEL	Kleinfelder, Inc.	2,640.25	56,814
56815	03/27/2020	LOCHNER	Lochner, Inc.	99,340.70	56,815
56816	03/27/2020	MARSHBAN	Marshbank Construction	375,823.19	56,816
56817	03/27/2020	MARTINEL	Luis Martinez	500.00	56,817
56818	03/27/2020	MICROSOFT	Microsoft	633.55	56,818
56819	03/27/2020	MINUTE	Minuteman Press	1,139.03	56,819
56820	03/27/2020	NRPA	National Parks & Rec Assoc	875.00	56,820
56821	03/27/2020	NAVAL	NAVSURFWARCENDIV Crane	300.00	56,821
56822	03/27/2020	OCCUPATI	Occupational Health Centers of WA, P	208.00	56,822
56823	03/27/2020	OSBORN	Osborn Consulting, Inc	53,308.22	56,823
56824	03/27/2020	PACE	Pace Engineers, Inc.	1,835.50	56,824
56825	03/27/2020	PACOFF	Pacific Office Automation Inc.	195.89	56,825
56826	03/27/2020	PACSOIL	Pacific Topsoils, Inc	2,938.61	56,826
56827	03/27/2020	PETERSEN	Petersen Brothers Inc	58,822.13	56,827
56828	03/27/2020	PLATT	Platt Electric Supply	42.83	56,828
56829	03/27/2020	PROVAC	PRO-VAC	12,438.54	56,829
56830	03/27/2020	QBSI	QBSI-Xerox	4,660.44	56,830
56831	03/27/2020	HALF	Robert Half	1,235.50	56,831
56832	03/27/2020	SAMMASE	Sammamish Baseball Club	840.00	56,832

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56833	03/27/2020	SEQUOYAH	Sequoyah Electric, LLC	6,725.16	56,833
56834	03/27/2020	SITEONE	Site One Landscape Supply LLC	393.34	56,834
56835	03/27/2020	SMS	SMS Cleaning, Inc	2,675.63	56,835
56836	03/27/2020	STANTEC	Stantec Consulting Services	7,799.95	56,836
56837	03/27/2020	STEWARTT	Stewart Title Company	440.00	56,837
56838	03/27/2020	SUPERION	Superion LLC	7,666.97	56,838
56839	03/27/2020	TAGS	Tags Awards & Specialties	123.75	56,839
56840	03/27/2020	WATERSH	The Watershed Company	2,639.70	56,840
56841	03/27/2020	us bank	U. S. Bank Corp Payment System	34,998.42	56,841
56842	03/27/2020	ULINE	ULINE Shipping Supplies	1,850.89	56,842
56843	03/27/2020	NELSONCO	Walter E. Nelson Company	455.36	56,843
56844	03/27/2020	WESCOM	Wescom	495.01	56,844
56845	03/27/2020	ZUMAR	Zumar Industries, Inc.	14,247.00	56,845
				1,572,037.64	
Check Total:					

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 4/2/2020 - 4:29 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
56846	04/03/2020	AWCLIF	Association of Washington Cities	94.90	56,846
56847	04/03/2020	AUTODOC	Auto Doctor	2,133.52	56,847
56848	04/03/2020	AWCMED	AWC Employee BenefitsTrust	173,215.89	56,848
56849	04/03/2020	BERLIND	Dan Berlin	181.35	56,849
56850	04/03/2020	COMCAST2	Comcast	368.91	56,850
56851	04/03/2020	CREATCIR	Creative Circle, LLC	4,243.75	56,851
56852	04/03/2020	EVANS	David Evans & Associates, Inc	9,600.00	56,852
56853	04/03/2020	DTGENTER	DTG Enterprises Inc.	2,376.13	56,853
56854	04/03/2020	EASTTREE	Eastside Tree Works LLC	5,225.00	56,854
56855	04/03/2020	ECOTONE	Ecotone Commissioning Group LL	3,120.00	56,855
56856	04/03/2020	ESA	ESA	3,887.98	56,856
56857	04/03/2020	FEDERICI	Nick Federici	2,000.00	56,857
56858	04/03/2020	FEHRPEER	Fehr & Peers	37,626.11	56,858
56859	04/03/2020	GARCIASH	Sharon Garcia	37.35	56,859
56860	04/03/2020	GLOBALAQ	Global Equipment Co Inc	605.76	56,860
56861	04/03/2020	HONEY	Honey Bucket	136.50	56,861
56862	04/03/2020	ICMA401	ICMA 401	59,795.07	56,862
56863	04/03/2020	ICMA457	ICMA457	19,839.66	56,863
56864	04/03/2020	ILAND	Iland Internet Solutions	5,040.00	56,864
56865	04/03/2020	ISD	Issaquah School District	79,755.50	56,865
56866	04/03/2020	JOHANSEN	Johansen Construction Company	614,326.27	56,866
56867	04/03/2020	KINGFI	King County Finance A/R	260.86	56,867
56868	04/03/2020	LWSD	Lake Washington School Dist	27,266.00	56,868
56869	04/03/2020	LAKESIDE	Lakeside Industries	628.14	56,869
56870	04/03/2020	LEGALSHI	Legal Shield	228.30	56,870
56871	04/03/2020	MCELIECE	Michael McEliece	84.00	56,871
56872	04/03/2020	MINUTE	Minuteman Press	1,548.55	56,872
56873	04/03/2020	MORUP	Morup Signs Inc	630.00	56,873
56874	04/03/2020	MUSCO	Musco Sports Lighting LLC	5,874.00	56,874
56875	04/03/2020	NAVIA	Navia Benefits Solution	1,840.13	56,875
56876	04/03/2020	OER	Olympic Environmental Resources	913.62	56,876
56877	04/03/2020	PACSOIL	Pacific Topsoils, Inc	194.70	56,877
56878	04/03/2020	PAPE	Pape Machinery	4,551.40	56,878
56879	04/03/2020	PLATT	Platt Electric Supply	472.39	56,879
56880	04/03/2020	PROPANNW	Propane Northwest	1,089.07	56,880
56881	04/03/2020	PSE	Puget Sound Energy	11,180.94	56,881
56882	04/03/2020	RIGHT	Right! Systems Inc.	1,155.00	56,882
56883	04/03/2020	SAM	Sammamish Plateau Water Sewer	1,209.90	56,883
56884	04/03/2020	SEATIM	Seattle Times	1,456.86	56,884
56885	04/03/2020	SEQUOYAH	Sequoyah Electric, LLC	5,100.73	56,885
56886	04/03/2020	SITEONE	Site One Landscape Supply LLC	770.00	56,886
56887	04/03/2020	SWOFFORD	Swofford Excavating	9,603.93	56,887
56888	04/03/2020	WSDOT	Wa State Dept of Transportation	718.01	56,888
56889	04/03/2020	WED	Western Equipment Distributors	607.57	56,889
56890	04/03/2020	WESTERNS	Western Systems Inc.	2,771.89	56,890
56891	04/03/2020	WHISTLEB	Whistleblower Security Inc.	1,579.00	56,891
56892	04/03/2020	XEROX	Xerox Financial Services	2,712.13	56,892
56893	04/03/2020	ZUMAR	Zumar Industries, Inc.	1,648.91	56,893

Check	Date	Vendor No	Vendor Name	Amount	Voucher
				<u>1,109,705.68</u>	
			Check Total:	<u>1,109,705.68</u>	

# Agenda Bill

City Council Regular Meeting  
April 21, 2020



<b>SUBJECT:</b>	Bid Award: Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) - Construction	
<b>DATE SUBMITTED:</b>	April 08, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to award and execute a construction contract with Elcon Corporation for construction of the Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) in the amount of \$1,035,800.00 and to administer a fifteen percent (15%) project construction contingency of \$155,370.00.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) Bid Summary</a> <a href="#">2. Exhibit 2 - Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) Vicinity Map</a> <a href="#">3. Exhibit 3 - Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) Local Agency Contract</a>	
<b>BUDGET:</b>		
Total dollar amount	\$1,191,170.00	<input checked="" type="checkbox"/> <b>Approved in budget</b>
Fund(s)	340-165-595-30-63-00 (ITS Phase 2)	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the Council authorize the Interim City Manager to enter into a construction contract with the apparent low bidder, Elcon Corporation, for construction of the Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A)?

**KEY FACTS AND INFORMATION SUMMARY:**

The Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) was publicly advertised for construction on February 13, 2020 for three consecutive weeks. Three (3) contractors submitted proposals for the project. Bid proposals were received and publicly opened on March 12, 2020 (See Exhibit 1). Elcon Corporation has been verified as the lowest responsive and responsible bidder in regard to their bid of \$1,035,800.00. The Engineer's estimate for this project is \$1,050,400.00.

**Background:**

The City was awarded a federal grant of \$1,905,000 to design and construct the Sammamish-WSDOT-King County Intelligent Transportation System (ITS) Improvement Project. This is a partnership with King County and the Washington State Department of Transportation (WSDOT). The ITS project includes improvements along 228th Ave NE - Sahalee Way NE which will extend the existing ITS system from NE 12th Pl to SR202 and making ITS improvements on SR202 between Sahalee Way NE to 244th Ave NE, and constructing a Traffic Management Center (TMC) in City Hall.

The Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) is a portion of the ITS project to furnish and install fiber optic communications along 228th Ave NE - Sahalee Way NE from NE 12th Pl to SR202, and install Adaptive Signal Control Technology (ASCT) for the signals at 228th Ave NE / NE 25th Way and Sahalee Way NE / NE 37th Way. The project will also provide a communications trunk on SR 202 from Sahalee Way NE to 244th Ave NE. See Exhibit 3 for a vicinity map.

The Phase 1B of this project is to construct the TMC at Sammamish City Hall, which will be advertised for construction bids in late April.

**Summary:**

The Public Works Department recommends that the City Council authorize the Interim City Manager to award and execute a contract with Elcon Corporation of Everett WA, for construction of the Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) in the amount of \$1,035,800.00 and to administer a fifteen percent (15%) project construction contingency of \$155,370.00 for a total amount of \$1,191,170.00.

**FINANCIAL IMPACT:**

The construction low bid is \$1,035,800.00 and an additional construction contingency of \$155,370.00 will be funded through the adopted 2020 Transportation Capital Improvement Funds (340-165-595-30-63-00 ), for a total project construction cost estimate of \$1,191,170.00.

**OTHER ALTERNATIVES CONSIDERED:**

If the City chooses not to move forward with the construction contract for this project, the proposed ITS improvements (Phase 1A) will not be constructed as scheduled, resulting in a delay to the overall ITS Project. The City may not be able to meet federal requirements of showing continuous progress of the project, which would jeopardize the reimbursement of federal funds.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Transportation Comprehensive Plan Goals](#)

Goal T.1 Supporting Growth - Support the city's and region's growth strategy by focusing on moving people and goods within the city and beyond with a highly efficient multimodal transportation network.

Goal T.2 Greater Options and Mobility - Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.

Goal T.3 Operations, Maintenance, Management and Safety - As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

Goal T.4 Sustainability - Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.

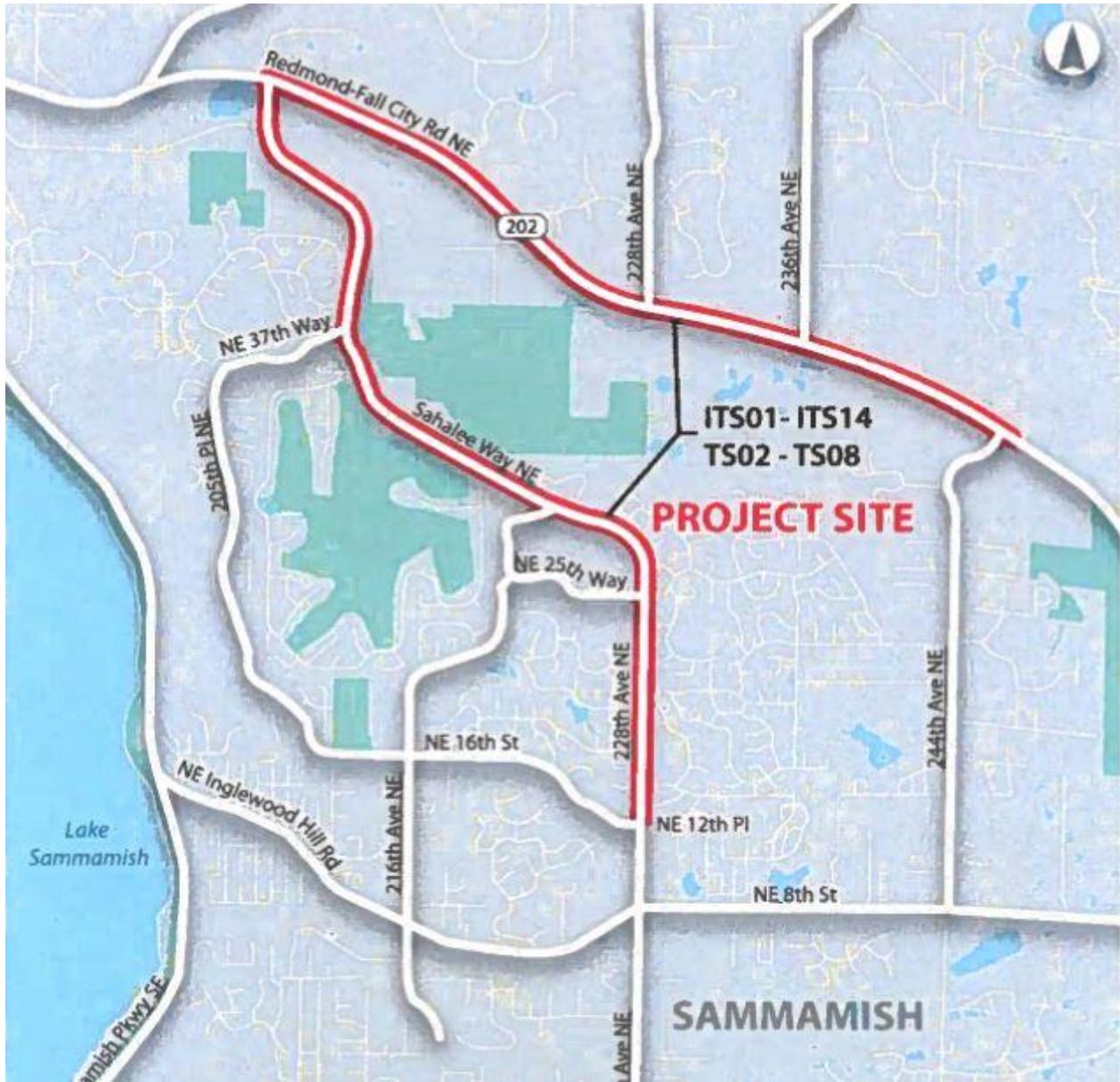
Exhibit 1 - Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) Bid Summary

		Bid Opening															Total Bid Price
		City of Sammamish Public Works Department															
		Project: Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A)															
		Bid Date & Time: March 12, 2020, 2:00 pm															
Bidder		Local Agency Certification for Federal Aid Contracts	Signed Proposal	Local Agency Proposal - Signature Page	Schedule of Prices	Acknowledgement of Receipt of Addenda	<sup>1</sup> Local Agency Proposal Bond	Non-Collusion Declaration	Contractor Certification: Wage Law Compliance	<sup>2</sup> Statement of Bidder's Qualifications	Responsible Bidder Criteria	Underutilized Disadvantaged Business Enterprise - Responsibility Criteria	<sup>3</sup> Local Agency Confirmation Document	UDBE Written Confirmation Document	UDBE Bid Item Breakdown List	UDBE Trucking Credit Form	
1	Northeast Electric, LLC	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$1,337,118.00
2	Transportation Systems, Inc	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$1,176,749.00
3	Elcon Corporation	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$1,035,800.00
4																	
5																	
6																	
7																	
8																	
9																	
10																	
Engineer's Estimate: \$1,050,400.00																	

<sup>1</sup> To be executed by the surety company unless proposal is accompanied by a certified check.

<sup>2</sup> Form must be submitted within 48 hours after the published bid submittal time.

<sup>3</sup> Projects expected to cost \$1 million must require bidders to submit subcontractors list for HVAC, plumbing and electrical (RCW 39.30.060).



**Exhibit 3** - Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A)  
Vicinity Map

## Local Agency Contract

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF SAMMAMISH, and \_\_\_\_\_ under and by virtue of Title 47 RCW, as amended and hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment for:

**SAMMAMISH – WSDOT – KING COUNTY ITS IMPROVEMENTS (PHASE 1A)**

for the construction of improvements along 228th Ave NE – Sahalee Way NE and SR 202 with installation of a fiber optic communications network and Adaptive Signal Control Technology (ASCT), all in accordance with and as described in the attached plans and specifications, and the standard specifications of the which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sammamish.

2. The City of Sammamish hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

4. It is further provided that no liability shall attach to the City of Sammamish by reason of entering into this contract, except as provided herein.

5. Performance During COVID-19 (Coronavirus)

This Agreement's effective date follows the Governor's February 29, 2020, declaration of a statewide emergency due to the spread of coronavirus. This Agreement also follows the President's March 1, 2020, declaration of a federal emergency due to coronavirus. The President and the Governor have continued to issue additional orders limiting public gatherings and closing many businesses. The parties to this Agreement are without information as to when this federal and statewide emergency will end and acknowledge that it may continue for months into the future. The parties further acknowledge that the impacts of this federal and statewide emergency may create staffing shortages, supply-chain shortages and delays, as well as shortages and/or delays not reasonably contemplated by the parties on the effective date of this Agreement. In order to address performance uncertainties created by the emergency, the parties agree as follows:

A. During the term of this Agreement, Contractor will submit written notice to the City of any schedule or performance delays related to the declarations of emergency issued by the Governor and/or the President, including any updates or revisions issued after execution of this Agreement, as soon as Contractor is reasonably aware of such schedule or performance delays. As soon as is practicable under the circumstances, the City and Contractor will meet to discuss possible revisions to this Agreement, including contractor-initiated requests for additional time and other revisions to performance milestones and to the Scope of Work. Upon reaching agreement to such revisions, the revisions will be formalized in writing by amendment(s) to this Agreement.

B. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 5.A, above, the parties will comply with the dispute resolution requirements set forth in the project specifications.

C. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 5.A, above, and if Contractor refuses to participate in alternative dispute resolution required by Subsection 5.B, above, the City will have the legal authority to terminate the Agreement pursuant to the project specifications. If the City should so terminate, it shall be entitled to damages for breach of contract.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the City Manager has caused this instrument to be executed by and in the name of the City of Sammamish the day and year first above written.

Date executed by the Contractor \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Contractor)

Local Agency: City of Sammamish

Title: City Manager

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

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

# Agenda Bill

City Council Regular Meeting  
April 21, 2020



<b>SUBJECT:</b>	Contract: Springbrook Software License Renewal	
<b>DATE SUBMITTED:</b>	April 14, 2020	
<b>DEPARTMENT:</b>	Information Technology (IT)	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to renew current Springbrook software license for another 12 months with a cost of \$69,068.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Cancellation form Sammamish, WA - City of (SaaS) Renewal 04.11.2020.docx</a> <a href="#">2. Exhibit 2 - Sammamish, WA - City of (SaaS) Renewal 04.11.2020.docx</a>	
<b>BUDGET:</b>		
Total dollar amount	\$69,068	<input checked="" type="checkbox"/> <b>Approved in budget</b>
Fund(s)	001-014-514-20-48-00	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should the City of Sammamish continue our vendor partnership for the Springbrook Software System providing an enterprise wide financial and payroll management solution utilized by the Finance department. Contract in the amount of \$69,068 for a term of 12 months.

**KEY FACTS AND INFORMATION SUMMARY:**

Finance department utilizes Springbrook system within their daily operations to automate their daily activities managing City finances and payroll.

**FINANCIAL IMPACT:**

The renewed contract will not change financial impact to existing Springbrook Software System. Prior approved budget will be utilized with this contract for existing financial management software.

**OTHER ALTERNATIVES CONSIDERED:**

Springbrook software system is currently meeting the City's financial management requirements and capabilities.



**SPRINGBROOK ACKNOWLEDGEMENT OF CANCELLATION/  
REQUEST FOR CREDIT FORM**

Customer Name	Sammamish, WA - City of
---------------	-------------------------

**Do You (Customer) have the contractual right to cancel or to the refund requested below (circle one)?** Yes/No  
*If Yes, please attach the section of the contract referring to your rights to cancel or receive a credit.*

**Cancellation of Services**

Reason Services/License(s) cancelled	No longer using
Agreement(s) Name and Date	Sammamish, WA - City of :(SaaS) Renewal 04.11.2020
Services/License(s)/Maintenance/ Etc. cancelled (please be specific and include period to cancel)	SaaS: Employee Self Services: \$3,692.0 04.11.2020 to 04.10.2021

Services or license(s) will be cancelled according to your cancellation notice obligations as of the last signature date on this Form. **Do not back date.** Cancellation does not relinquish you of your obligations in your Agreement with Springbrook.

**Credit Request**

Reason for Services/License(s) credit request (if not stated above)	
Amount of Credit Requested (USD)\$ and invoice numbers	
Agreement(s) Name and Date (if not stated above)	
Services/License(s) to which credit pertains (if not stated above)	
Period to credit, if applicable	Start Date
	End Date

All credits issued will be applied toward future Invoices.

**Signatures:**

**CUSTOMER**

J Hominiuk

Name Printed  
Information Technology Director

Title  
DocuSigned by:

*J Hominiuk*

Signature  
4/1/2020

Date

**SPRINGBROOK**

J Douglas Smith

Name Printed  
Head of Springbrook Sales&Mkt

Title  
DocuSigned by:

*J Douglas Smith*

Signature  
4/1/2020

Date



SAMMAMISH, WA - CITY OF – ORDER FORM

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# **Sammamish, WA - City of February 27, 2020**

**Springbrook Operations Team**  
**operations@sprbrk.com**



SAMMAMISH, WA - CITY OF – ORDER FORM

Software					
Annual Subscriptions					
Product Code	Product Name	Description	Qty	Sales Price	Total Price
AS00	AS - Addon Item - SaaS	SaaS: Employee Self Services	1.00	\$3,692.00	\$3,692.00
SS60	SS60 - Springbrook	SaaS: Finance Suite	1.00	\$25,879.00	\$25,879.00
AS00	AS - Addon Item - SaaS	SaaS: Cash Receipts	1.00	\$5,800.00	\$5,800.00
AS00	AS - Addon Item - SaaS	SaaS: Accounts Receivable	1.00	\$4,286.00	\$4,286.00
AS00	AS - Addon Item - SaaS	SaaS: Fixed Assets	1.00	\$3,956.00	\$3,956.00
AS00	AS - Addon Item - SaaS	SaaS: Project Management	1.00	\$6,594.00	\$6,594.00
AS00	AS - Addon Item - SaaS	SaaS: Payroll	1.00	\$11,869.00	\$11,869.00
AS00	AS - Addon Item - SaaS	SaaS: Human Resources Management	1.00	\$4,405.00	\$4,405.00
		Sub Total			\$66,481.00
		Add: Tax (10%)			\$6,648.1
<b>Grand Total:</b>					<b>\$73,129.1</b>

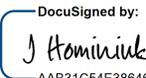


**SAMMAMISH, WA - CITY OF – ORDER FORM**

Order Detail	
General Information	
Customer Name	Sammamish, WA - City of
Customer Contact	Marlene Dunham
Customer Address	801 228th SE, Sammamish, Washington, 98075
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://accela.box.com/v/sprbrk-saas-terms">https://accela.box.com/v/sprbrk-saas-terms</a> .
Term(s)	April 11, 2020 - April 10, 2021
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: - Software Licenses & Subscriptions start on the date of delivery by Springbrook and - Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. - Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



SAMMAMISH, WA - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Jennifer	Last Name	Dilley
Title	Accounting Manager		
Phone Number	(425) 295-0591		
Email Address:	jdilley@ci.sammamish.wa.us		
Billing Address	801 228th SE, Sammamish, Washington, 98075		
Delivery Address	801 228th SE, Sammamish, Washington, 98075		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Sammamish, WA - City of
Signed By		Signed By	
Date	4/1/2020	Date	4/1/2020
Title of Authorized Signatory	Head of Springbrook Sales&Mkt	Title of Authorized Signatory	Information Technology Director
Name (Print) of Authorized Signatory	J Douglas Smith	Name (Print) of Authorized Signatory	J Hominiuk
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			PO# <i>(If required):</i>
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			

# Agenda Bill

City Council Regular Meeting  
April 21, 2020



<b>SUBJECT:</b>	SE 4th St Improvement Project - Construction Contract Contingency Budget Increase, Marshbank	
<b>DATE SUBMITTED:</b>	March 27, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to execute pending change orders 16 and 22 for construction contract 2018-146, and increase the construction contingency for the SE 4th St Improvements project for the SE 4th St Improvement Project.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Change Order 16 JUT construction costs</a> <a href="#">2. Exhibit 2 - Change Order 22 JUT overhead costs</a>	
<b>BUDGET:</b>		
Total dollar amount	\$950,000	<input type="checkbox"/> <b>Approved in budget</b>
Fund(s)	Transportation CIP: 340-157-595-30-63-00	<input checked="" type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should the Council authorize the Interim City Manager to execute pending change orders 16 and 22 for construction contract 2018-146, and increase the construction contingency for the SE 4th St Improvements project?

**KEY FACTS AND INFORMATION SUMMARY:**

The SE 4th St – 218th Avenue SE to 228th Avenue SE project has experienced unanticipated construction conditions involving unknown underground utilities and changes to the Puget Sound

Energy (PSE) gas main. Approximately 1,000 feet of joint utility trench was impacted by existing unanticipated underground utilities; and PSE decided to change their gas main design after construction had already begun. Most of the existing underground utilities in conflict were installed by housing development construction and not documented by utility purveyors or incorrectly documented. The utility conflicts required use of different equipment and installation methods, additional coordination effort, and increased construction duration. MCI initially notified the City on the intent of a potential claim in November of 2018. Between then and now, the City and MCI have continued with progress on the project and worked together to resolve the issue of compensable work and delay costs. The City's construction management team has analyzed and worked with the contractor to verify the claim and agrees that an equitable cost adjustment is warranted. This request allows the City to reimburse the contractor the agreed amount of equitable costs without progressing to a formal and legal claim process.

There are two change orders, Change Order 16 and Change Order 20, associated with the resolution of the changed condition and this request for additional funding authority. Change Order 16 (Exhibit 1) makes adjustment for the contractor's increased work effort that was tracked on a time and material basis to construct the portion of joint utility trench impacted by the changed condition. Change Order 22 (Exhibit 2) is to make equitable adjustment for increased project overhead costs and additional work incurred by MCI due to work resequencing and time extensions above the contract amount. It should be noted that while the contractor's work duration has increased, the project duration has remained unchanged due to the utility companies and the contractor working together and coordinating efforts during the period of time when the utility companies were supposed to have full use of the sight to install and convert their facilities to underground.

(The original construction [contract authorization](#) occurred at the March 20, 2018 council meeting.)

**FINANCIAL IMPACT:**

An increase of \$950,000 is requested to execute these change orders and restore \$106,000 to the construction contingency, administered by the City Manager, which will be used for any remaining possible unforeseen changes to the work.

**Summary of Authorized Costs**

Authorized Contract 2018-146 & Contingency Amount	\$ 13,727,000
<u>Current Contract Amount (Includes all executed change orders)</u>	<u>(\$ 12,812,000)</u>
<b>Remaining Construction Contingency</b>	<b>\$ 915,000</b>

**New Costs to Authorize**

Change Order No. 16, JUT Closeout	(\$ 1,035,000)
Change Order No. 22 JUT Final Closeout	(\$ 724,000)
<u>Additional increase to the construction contingency</u>	<u>(\$ 106,000)</u>
<b>Total New Authorizations</b>	<b>(\$ 1,865,000)</b>

<b>Net Authorization Increase</b>	<b>\$ 950,000</b>
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Budget reallocation is required. Eighty-three percent of the cost increase can be covered by impact fees. The remaining seventeen percent will be covered from the Transportation fund. The City will be seeking reimbursement from the utilities in the amount of approximately \$1.4 million. This amount is for additional construction and engineering support associated to the change in conditions incurred including this request.

#### **OTHER ALTERNATIVES CONSIDERED:**

The alternative is to not to increase the project budget to account for this request . This would require deletion of remaining work from the contract such as landscaping in order that the spending authority is not exceeded. The City would also need to deny Marshbank’s claim for equitable adjustment and move towards a formal process that would likely result in legal litigation.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

##### [City of Sammamish Comprehensive Plan - Utilities](#)

- Goal UT.1 Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.
- Goal UT.2 Support coordination with service providers to minimize cost and service disruption.
- Goal UT.3 Encourage placement, siting and design of utilities to support community character and promote uninterrupted service.

##### [Town Center Plan](#)

- Goal T-1.1 - Upgrade SE 4th Street and Eastside Catholic High School’s private access road as the primary east-west roadway connection within the Town Center.
- Goal T-1.4 - Enhance westerly roadway connections to and from the Town Center via SE 4th Street, 218th Avenue SE, 217th Avenue NE, and SE 8th Street.

CITY OF SAMMAMISH  
CHANGE ORDER  
JUT Closeout

No. 16

Date: March 11, 2020

TO:  
Marshbank Construction  
P.O. Box 97  
3304 Old Hartford Road  
Lake Stevens, WA 98258  
Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
SE 4th Street - 218th Avenue SE to 228th Avenue SE  
Contract No. 2018-146

<input checked="" type="checkbox"/>	Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
<input type="checkbox"/>	Change proposed by Contractor

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted below, and perform all services necessary for the work below specified, and will accept as full payment therefore the prices shown below.

Endorsed By: Marshbank Construction By: <u>[Signature]</u> Title: <u>VICE PRESIDENT 3-11-20</u>	Consent given by Surety: (when required) By: _____ Title: _____ <small>Attorney in Fact</small> Date: _____
---	---

CONTRACT DAYS ADDED FOR CHANGE ORDER: 0

Schedule No.	Original Contract Amount	Current Contract Amount	Amount This Change Order	Contract Total after Change
SCHEDULE A	\$ 8,893,666.20	\$ 9,326,099.03	\$ 99,128.76	\$ 9,425,227.79
SCHEDULE B	\$ 565,251.50	\$ 572,063.35	\$ 40,670.71	\$ 612,734.06
SCHEDULE C	\$ 2,000,847.20	\$ 1,875,661.81		\$ 1,875,661.81
SCHEDULE D	\$ 683,870.00	\$ 701,954.88	\$ 534,050.83	\$ 1,236,005.71
SCHEDULE E	\$ 237,710.00	\$ 237,710.00	\$ 71,357.33	\$ 309,067.33
SCHEDULE F	\$ 97,900.00	\$ 97,900.00	\$ 289,851.46	\$ 387,751.46
TOTALS	\$ 12,479,244.90	\$ 12,811,389.07		\$ 13,846,448.16

TOTAL AMOUNT OF THIS CHANGE ORDER → \$ 1,035,059.09 \* ESTIMATED INCREASE

Percentage of TOTAL Original Contract Amount: 102.66% 8.29% 110.96%

Approval Recommended:

PERTEET, INC.

By: [Signature] → 3/11/20  
Joshua Cleatham  
Resident Engineer

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
Jim Grueber  
Project Manager

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
Andrew Zagars  
City Engineer

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
David Rudat  
Interim City Manager

CITY OF SAMMAMISH  
 CHANGE ORDER  
 JUT Closeout

No. 16

Date: March 11, 2020

CONTRACT BID SCHEDULE D						
D-6	Conduit 2 In. Diam. Install	-1164	LF	\$	3.00	\$ (3,492.00)
D-7	Conduit 3 In. Diam. Install	-861	LF	\$	4.00	\$ (3,444.00)
D-8	Conduit 4 In. Diam. Install	-4656	LF	\$	5.00	\$ (23,280.00)
D-9	Conduit 6 In. Diam. Install	-3166	LF	\$	6.00	\$ (18,996.00)
D-10	Precast PSE 687-LA Vault Install	-1	EA	\$	4,800.00	\$ (4,800.00)
D-11	Precast PSE 575-LA Vault Install	-4	EA	\$	4,600.00	\$ (18,400.00)
D-12	Precast PSE 507-LA Vault Install	-2	EA	\$	4,000.00	\$ (8,000.00)
D-15	PSE Handhole Install	-3	EA	\$	1,300.00	\$ (3,900.00)
D-16	2 In. Conduit Riser Install	-7	EA	\$	750.00	\$ (5,250.00)
D-17	4 In. Conduit Riser Install	-3	EA	\$	950.00	\$ (2,850.00)
D-18	6 In. Conduit Riser Install	-2	EA	\$	2,400.00	\$ (4,800.00)
D-19	Wood Pole Install	-4	EA	\$	900.00	\$ (3,600.00)
						TOTAL SCHEDULE D INCREASE WITHOUT SALES TAX \$ 485,500.75
						TOTAL SCHEDULE D SALES TAX INCREASE \$ 48,550.08
						TOTAL SCHEDULE D INCREASE WITH SALES TAX \$ 534,050.83
CONTRACT BID SCHEDULE E						
CO16-E8	JUT Impacts - Schedule E_Comcast	1	LS	\$	171,900.90	\$ 171,900.90
E-1	Conduit 4 In. Diam. Install	-5056.2	LF	\$	13.00	\$ (65,730.60)
E-2	Precast Comcast 3048-LA Vault Install	-5	EA	\$	3,600.00	\$ (18,000.00)
E-4	Comcast Handhole Install	-3	EA	\$	2,400.00	\$ (7,200.00)
E-5	Comcast Power Cabinet Install	-1	EA	\$	4,600.00	\$ (4,600.00)
E-7	4 In. Conduit Riser Install	-5	EA	\$	2,300.00	\$ (11,500.00)
						TOTAL SCHEDULE E INCREASE WITHOUT SALES TAX \$ 64,870.30
						TOTAL SCHEDULE E SALES TAX INCREASE \$ 6,487.03
						TOTAL SCHEDULE E INCREASE WITH SALES TAX \$ 71,357.33
CONTRACT BID SCHEDULE F						
CO16-F4	JUT Impacts - Schedule F_Century Link	1	LS	\$	312,701.33	\$ 312,701.33
F-1	Conduit 4 In. Diam. Install	-3120	LF	\$	5.00	\$ (15,600.00)
F-2	Precast CenturyLink 467-TA Vault Install	-3	EA	\$	2,800.00	\$ (8,400.00)
F-3	CenturyLink Pedestal Install	-14	EA	\$	1,800.00	\$ (25,200.00)
						TOTAL SCHEDULE F INCREASE WITHOUT SALES TAX \$ 263,501.33
						TOTAL SCHEDULE F SALES TAX INCREASE \$ 26,350.13
						TOTAL SCHEDULE F INCREASE WITH SALES TAX \$ 289,851.46
						TOTAL SCHEDULE A, B, D, E, AND F INCREASE WITH SALES TAX \$ 1,035,059.09

CITY OF SAMMAMISH  
**CHANGE ORDER** No. 16  
**JUT Closeout**

Date: March 11, 2020

Marshbank Construction  
 P.O. Box 97  
 3304 Old Hartford Road  
 Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
 SE 4th Street - 218th Avenue SE to 228th Avenue SE  
 Contract No. 2018-146

You are ordered to perform the following described work upon receipt of an approved copy of this change order.

**"DESCRIPTION OF WORK:**

The Contractor submitted Serial Letter 009 per standard specification section I-04.7 Notice of Changed Condition for the Joint Utility Trench installation. The City reviewed the notice of changed condition and agreed with the Contractor to track and pay for the work by Force Account for Joint Utility Installation in accordance with I-09.6 to avoid delay in completing the work. This work was paid under existing bid item A-1 and this change creates lump sum items to assign costs to the correct schedule of values for the work.

The area of impact includes the Joint Utility Trench on 218th Ave SE and the Joint Utility Trench from 218th Ave SE to Station 64+25. It recategorizes the Work previously recorded and paid by Force Account in accordance with Section I-04.4(1) SP under Schedule A bid item A-1 - "Unexpected Site Changes" per Field Directive #10 and creates new items for each utility associated with the Joint Utility Trench construction impact.

This change also makes equitable adjustment for the quantity of excess material excavated from the Joint Utility Trench in the area of impact that required haul to a disposal site and that had not previously been documented through Force Account.

**MATERIALS:**

No change to this portion of the specifications.

**CONSTRUCTION:**

No change to this portion of the specifications.

**MEASUREMENT**

No specific unit of measurement will apply to the lump sum items JUT Impacts or JUT Haul and Disposal Reconciliation.

**PAYMENT**

"JUT Impacts \_\_\_\_\_", per lump sum.

The lump sum price for JUT Impacts \_\_\_\_\_" shall be full compensation for all work associated with the Joint Utility Trench installation for the locations as described above.

"JUT Haul and Disposal Reconciliation", per lump sum.

The lump sum price for "JUT Haul and Disposal Reconciliation", shall be full compensation for all hauling, disposal fees and handling of the material excavated for the Joint Utility trench for the locations as described above.

**PLANS:**

Plans have been changed per Field Directives."

Conditions: This work shall be performed in accordance with the provisions herein, the contract specifications, plans, and details as applicable. The rights of the "Owner" are not prejudiced. All claims against the "Owner" which are incidental or as a consequence of this change are waived.

Item No.	Item Description	Qty	Unit	Price	Amount
<b>CONTRACT BID SCHEDULE A</b>					
The following changes are made to the Contract:					
CO16-A221	JUT Impacts - Schedule A Impacts_City	1	LS	\$ 118,928.76	\$ 118,928.76
A-12	Pole Bracing	-18	EA	\$ 1,100.00	\$ (19,800.00)
<b>TOTAL SCHEDULE A INCREASE</b>					<b>\$ 99,128.76</b>
<b>CONTRACT BID SCHEDULE B</b>					
CO16-B24	JUT Impacts - Schedule B Impacts_SPW	1	LS	\$ 36,973.37	\$ 36,973.37
<b>TOTAL SCHEDULE B INCREASE WITHOUT SALES TAX</b>					<b>\$ 36,973.37</b>
<b>TOTAL SCHEDULE B SALES TAX INCREASE</b>					<b>\$ 3,697.34</b>
<b>TOTAL SCHEDULE B INCREASE WITH SALES TAX</b>					<b>\$ 40,670.71</b>
<b>CONTRACT BID SCHEDULE D</b>					
CO16-D22	JUT Impacts - Schedule D_PSE Electric	1	LS	\$ 235,776.06	\$ 235,776.06
CO16-D23	JUT Impacts - Schedule D_PSE Gas	1	LS	\$ 364,235.25	\$ 364,235.25
CO16-D24	JUT Haul and Disposal Reconciliation	1	LS	\$ 73,738.06	\$ 73,738.06
D-1	Controlled Density Fill	-100	CY	\$ 200.00	\$ (20,000.00)
D-2	Joint Utility Trench Excavation	-1430.1	CY	\$ 62.00	\$ (88,666.20)
D-3	Shoring Or Extra Utility Trench Excavation	-1030.2	SF	\$ 2.00	\$ (2,060.40)
D-4	Bank Run Gravel For Trench Backfill	1663.57	TON	\$ 14.00	\$ 23,289.98

CITY OF SAMMAMISH  
CHANGE ORDER  
JUT Final Closeout

No. 22

Date: March 11, 2020

TO:

Marshbank Construction  
P.O. Box 97  
3304 Old Hartford Road  
Lake Stevens, WA 98258  
Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
SE 4th Street - 218th Avenue SE to 228th Avenue SE  
Contract No. 2018-146

<input checked="" type="checkbox"/>	Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
<input type="checkbox"/>	Change proposed by Contractor

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted below, and perform all services necessary for the work below specified, and will accept as full payment therefore the prices shown below.

Endorsed By: Marshbank Construction By:  Title: <u>Vice President</u> <u>3-11-20</u> Date	Consent given by Surety: (when required) By: _____ Title: _____ Date
--	--

CONTRACT DAYS ADDED FOR CHANGE ORDER: 0

Schedule No.	Original Contract Amount	Current Contract Amount	Amount This Change Order	Contract Total after Change
SCHEDULE A	\$ 8,893,666.20	\$ 9,425,227.79	\$ 723,762.74	\$ 10,148,990.53
SCHEDULE B	\$ 565,251.50	\$ 612,734.06		\$ 612,734.06
SCHEDULE C	\$ 2,000,847.20	\$ 1,875,661.81		\$ 1,875,661.81
SCHEDULE D	\$ 683,870.00	\$ 1,236,005.71		\$ 1,236,005.71
SCHEDULE E	\$ 237,710.00	\$ 309,067.33		\$ 309,067.33
SCHEDULE F	\$ 97,900.00	\$ 387,751.46		\$ 387,751.46
TOTALS	\$ 12,479,244.90	\$ 13,846,448.16		\$ 14,570,210.90

TOTAL AMOUNT OF THIS CHANGE ORDER → \$ 723,762.74 \* ESTIMATED INCREASE

Percentage of TOTAL Original Contract Amount: 110.96% 5.80% 116.76%

Approval Recommended:

PERTEET, INC.

By:  3/11/20  
Joshua Cheatham Date  
Resident Engineer

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
Andrew Zagars Date  
City Engineer

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
Jim Grueber Date  
Project Manager

APPROVED:

CITY OF SAMMAMISH

By: \_\_\_\_\_  
David Rudat Date  
Interim City Manager

CITY OF SAMMAMISH  
**CHANGE ORDER**  
 JUT Final Closeout

No. 22

Date: March 11, 2020

Marshbank Construction  
 P.O. Box 97  
 3304 Old Hartford Road  
 Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
 SE 4th Street - 218th Avenue SE to 228th Avenue SE  
 Contract No. 2018-146

You are ordered to perform the following described work upon receipt of an approved copy of this change order.

**DESCRIPTION OF WORK:**

This change order makes equitable adjustment for increased overhead costs incurred as a result of the joint utility trench changed condition per Section 1-04.7; and revises the contract provisions to allow for Work during the suspension period when franchise utilities are installing their new systems for underground facilities.

This change resolves all project issues, claims and disputes related to the JUT, including added project overhead, traffic control, temporary erosion and settlement, sweeping, added supervision, time impacts, schedule recovery costs, and any home office overhead costs.

**REVISED SPECIFICATION:**

**1-08.6 Suspension of Work**

The 1-08.6 supplement in the Contract Special Provisions is deleted and replaced with the following:

The Contractor shall not interfere with the franchise utility owners work to install new services and remove their existing services. The Contractor shall maintain the temporary channelization and signing that has been implemented and approved by the City. The duration of time for the utility owner work is anticipated to be 105 working days. The Contractor shall provide traffic control for the franchise utilities whenever the Contractor is working and franchise utility work is occurring within the Contractor's zone of work. The Contractor shall be responsible for performing and maintaining temporary erosion and sediment control work for the project at all times.

Working days will not be charged until the Contractor is allowed to resume working unimpeded on the entire project site with minimal impact from the utility undergrounding.

**MATERIALS:**

No change to this portion of the specifications.

**CONSTRUCTION:**

No change to this portion of the specifications.

**MEASUREMENT**

No specific unit of measurement will apply to the lump sum items Equitable Adjustment for JUT Changed Condition, Additional Traffic Control During JUT Suspension, Additional TESC During JUT Suspension.

**PAYMENT**

The lump sum price for "Equitable Adjustment for JUT Changed Condition", per lump sum.

The lump sum price for "Additional Traffic Control During JUT Suspension", per lump sum.

The lump sum price for "Additional TESC During JUT Suspension", per lump sum.

Conditions: This work shall be performed in accordance with the provisions herein, the contract specifications, plans, and details as applicable. The rights of the "Owner" are not prejudiced. All claims against the "Owner" which are incidental or as a consequence of this change are waived.

Item No.	Item Description	Qty	Unit	Price	Amount
<b>CONTRACT BID SCHEDULE A</b>					
The following changes are made to the Contract:					
CO22-A228	Equitable Adjustment - JUT Changed Condition	1	LS	\$ 419,900.66	\$ 419,900.66
CO22-A229	Additional Traffic Control During JUT Suspension	1	LS	\$ 208,145.12	\$ 208,145.12
CO22-A230	Additional TESC During JUT Suspension	1	LS	\$ 95,716.96	\$ 95,716.96
					-
<b>TOTAL SCHEDULE A INCREASE</b>					<b>\$ 723,762.74</b>

# Agenda Bill

City Council Regular Meeting  
April 21, 2020



<b>SUBJECT:</b>	Supplemental Agreement: SE 4th St Improvement Project - Additional Engineering and Construction Management Services Budget - Perteet	
<b>DATE SUBMITTED:</b>	April 10, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Increase Perteet's consultant contract budget by authorizing the Interim City Manger to execute Supplemental Agreement 13 for Contract 2015-181 to increase the management reserve for additional consultant support related to construction of the Joint Utility Trench for the project.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Change Order 16 JUT construction costs</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$340,000	<input type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Transportation CIP: 340-157-595-30-63-00	<input checked="" type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should the Council authorize the Interim City Manager to authorize an increase to the budget for the Construction Support Services Contract with Perteet (2015-181) and execute Supplemental Agreement 13, for support associated with the Joint Utility Trench construction on the SE 4th St Improvement Project?

**KEY FACTS AND INFORMATION SUMMARY:**

The City is under contract (2015-181) with Perteet to provide engineering and construction management support for the SE 4th Street project. The scope and fee for construction management was approved on December 5, 2017 during the regularly scheduled Council meeting.

The SE 4th Street project experienced unanticipated construction conditions involving unknown underground utilities and a Puget Sound Energy (PSE) gas main that impacted approximately 1,000 feet of the joint utility trench (JUT) construction. Most of the utilities in conflict were previously installed by housing development construction or franchise utility projects and not documented by utility purveyors or incorrectly documented on record plans. Additionally, PSE decided during construction to change their gas main design requiring re-work and modifications. Resolution of the utility conflicts required adjustments to the JUT and resulted in increased engineering and construction management effort.

Supplemental Agreement 13 (Exhibit 1) describes the increased engineering and construction management effort encumbered by Perteet to revise and coordinate changes to the JUT during construction and increased effort for extended project duration. The project duration increased by approximately 110 work days (almost six months) due to the JUT construction impacts, the 2018 contractor's labor strike, and weather delays. While work duration and effort has increased, the total project duration and end date has remained relatively unchanged. This was largely due to utility companies and the contractor working together to coordinate construction efforts during a period of time when the utility companies were supposed to have full use of the construction site.

Perteet will be assisting the City in seeking reimbursements from the utilities involved in the unanticipated construction conditions. These reimbursements include costs associated with this request.

**FINANCIAL IMPACT:**

An increase of management reserve of \$340,000 is requested to execute Supplemental Agreement No. 13 and add funds to the management reserve for the contract. The additional management reserve will be used for coordination efforts in seeking reimbursement from the utilities as needed.

**Summary of Authorized Funds (Rounded to nearest thousand)**

Total Engineering & Construction Management previously authorized by Council (Includes management reserve amounts)	\$ 3,262,000
<u>Current Authorized Contract (includes all executed supplemental agreements)</u>	<u>(\$ 3,240,000)</u>
Current Remaining Management Reserve Balance	<b>\$ 22,000</b>

**Summary of Current Request**

Supplemental Agreement No. 13	(\$ 298,000)
<u>Additional Management Reserve for Reimbursements</u>	<u>(\$ 42,000)</u>
<b>Current Request for Council Authorization</b>	<b>\$ 340,000</b>

Budget reallocation is required for immediate payments to the consultant. Eighty-three percent of the cost increase will be covered by traffic impact fees. The remaining 17 percent will be covered from the Transportation fund. Reimbursements that the City will be seeking from the utilities is approximately \$1.4 million. This amount includes both the costs associated to construction and engineering support services.

#### **OTHER ALTERNATIVES CONSIDERED:**

The alternative is to not approve the supplemental agreement and management reserve increase and will result in contract termination prior to project completion. The City does not have staff available to perform all of the remaining construction management work. Since construction oversight is necessary, other projects would have to be stopped so that staff could be re-allocated to this project. If the management reserve is not increased, it will be necessary to contract with a different consultant to assist in the closing of the project and seeking reimbursements from the utilities. This most likely will result in a cost to the City above this request.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

##### [City of Sammamish Comprehensive Plan - Utilities](#)

- Goal UT.1 Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.
- Goal UT.2 Support coordination with service providers to minimize cost and service disruption.
- Goal UT.3 Encourage placement, siting and design of utilities to support community character and promote uninterrupted service.

##### [Town Center Plan](#)

- Goal T-1.1 - Upgrade SE 4th Street and Eastside Catholic High School's private access road as the primary east-west roadway connection within the Town Center.
- Goal T-1.4 - Enhance westerly roadway connections to and from the Town Center via SE 4th Street, 218th Avenue SE, 217th Avenue NE, and SE 8th Street.

CITY OF SAMMAMISH  
CHANGE ORDER  
JUT Closeout

No. 16

Date: March 11, 2020

TO:  
Marshbank Construction  
P.O. Box 97  
3304 Old Hartford Road  
Lake Stevens, WA 98258  
Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
SE 4th Street - 218th Avenue SE to 228th Avenue SE  
Contract No. 2018-146

<input checked="" type="checkbox"/>	Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
<input type="checkbox"/>	Change proposed by Contractor

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted below, and perform all services necessary for the work below specified, and will accept as full payment therefore the prices shown below.

Endorsed By: Marshbank Construction By: <u>[Signature]</u> Title: <u>JUT Closeout 3-11-20</u>	Consent given by Surety: (when required) By: _____ Title: _____ <small>Attorney in Fact</small> Date: _____
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CONTRACT DAYS ADDED FOR CHANGE ORDER: 0

Schedule No.	Original Contract Amount	Current Contract Amount	Amount This Change Order	Contract Total after Change
SCHEDULE A	\$ 8,893,666.20	\$ 9,326,099.03	\$ 99,128.76	\$ 9,425,227.79
SCHEDULE B	\$ 565,251.50	\$ 572,063.35	\$ 40,670.71	\$ 612,734.06
SCHEDULE C	\$ 2,000,847.20	\$ 1,875,661.81		\$ 1,875,661.81
SCHEDULE D	\$ 683,870.00	\$ 701,954.88	\$ 534,050.83	\$ 1,236,005.71
SCHEDULE E	\$ 237,710.00	\$ 237,710.00	\$ 71,357.33	\$ 309,067.33
SCHEDULE F	\$ 97,900.00	\$ 97,900.00	\$ 289,851.46	\$ 387,751.46
TOTALS	\$ 12,479,244.90	\$ 12,811,389.07		\$ 13,846,448.16

TOTAL AMOUNT OF THIS CHANGE ORDER → \$ 1,035,059.09 \* ESTIMATED INCREASE

Percentage of TOTAL Original Contract Amount: 102.66%      8.29%      110.96%

Approval Recommended:  
PERTEET, INC.  
By: [Signature] → 3/11/20  
Joshua Cleatham  
Resident Engineer

APPROVED:  
CITY OF SAMMAMISH  
By: \_\_\_\_\_  
Andrew Zagars  
City Engineer

APPROVED:  
CITY OF SAMMAMISH  
By: \_\_\_\_\_  
Jim Grueber  
Project Manager

APPROVED:  
CITY OF SAMMAMISH  
By: \_\_\_\_\_  
David Rudat  
Interim City Manager

CITY OF SAMMAMISH  
 CHANGE ORDER  
 JUT Closeout

No. 16

Date: March 11, 2020

CONTRACT BID SCHEDULE D						
D-6	Conduit 2 In. Diam. Install	-1164	LF	\$	3.00	\$ (3,492.00)
D-7	Conduit 3 In. Diam. Install	-861	LF	\$	4.00	\$ (3,444.00)
D-8	Conduit 4 In. Diam. Install	-4656	LF	\$	5.00	\$ (23,280.00)
D-9	Conduit 6 In. Diam. Install	-3166	LF	\$	6.00	\$ (18,996.00)
D-10	Precast PSE 687-LA Vault Install	-1	EA	\$	4,800.00	\$ (4,800.00)
D-11	Precast PSE 575-LA Vault Install	-4	EA	\$	4,600.00	\$ (18,400.00)
D-12	Precast PSE 507-LA Vault Install	-2	EA	\$	4,000.00	\$ (8,000.00)
D-15	PSE Handhole Install	-3	EA	\$	1,300.00	\$ (3,900.00)
D-16	2 In. Conduit Riser Install	-7	EA	\$	750.00	\$ (5,250.00)
D-17	4 In. Conduit Riser Install	-3	EA	\$	950.00	\$ (2,850.00)
D-18	6 In. Conduit Riser Install	-2	EA	\$	2,400.00	\$ (4,800.00)
D-19	Wood Pole Install	-4	EA	\$	900.00	\$ (3,600.00)
				TOTAL SCHEDULE D INCREASE WITHOUT SALES TAX	\$	485,500.75
				TOTAL SCHEDULE D SALES TAX INCREASE	\$	48,550.08
				TOTAL SCHEDULE D INCREASE WITH SALES TAX	\$	534,050.83
CONTRACT BID SCHEDULE E						
CO16-E8	JUT Impacts - Schedule E_Comcast	1	LS	\$	171,900.90	\$ 171,900.90
E-1	Conduit 4 In. Diam. Install	-5056.2	LF	\$	13.00	\$ (65,730.60)
E-2	Precast Comcast 3048-LA Vault Install	-5	EA	\$	3,600.00	\$ (18,000.00)
E-4	Comcast Handhole Install	-3	EA	\$	2,400.00	\$ (7,200.00)
E-5	Comcast Power Cabinet Install	-1	EA	\$	4,600.00	\$ (4,600.00)
E-7	4 In. Conduit Riser Install	-5	EA	\$	2,300.00	\$ (11,500.00)
				TOTAL SCHEDULE E INCREASE WITHOUT SALES TAX	\$	64,870.30
				TOTAL SCHEDULE E SALES TAX INCREASE	\$	6,487.03
				TOTAL SCHEDULE E INCREASE WITH SALES TAX	\$	71,357.33
CONTRACT BID SCHEDULE F						
CO16-F4	JUT Impacts - Schedule F_Century Link	1	LS	\$	312,701.33	\$ 312,701.33
F-1	Conduit 4 In. Diam. Install	-3120	LF	\$	5.00	\$ (15,600.00)
F-2	Precast CenturyLink 467-TA Vault Install	-3	EA	\$	2,800.00	\$ (8,400.00)
F-3	CenturyLink Pedestal Install	-14	EA	\$	1,800.00	\$ (25,200.00)
				TOTAL SCHEDULE F INCREASE WITHOUT SALES TAX	\$	263,501.33
				TOTAL SCHEDULE F SALES TAX INCREASE	\$	26,350.13
				TOTAL SCHEDULE F INCREASE WITH SALES TAX	\$	289,851.46
				TOTAL SCHEDULE A, B, D, E, AND F INCREASE WITH SALES TAX	\$	1,035,059.09

CITY OF SAMMAMISH  
**CHANGE ORDER** No. 16  
**JUT Closeout**

Date: March 11, 2020

Marshbank Construction  
 P.O. Box 97  
 3304 Old Hartford Road  
 Registration No. MARSHCI\*05106

PROJECT IDENTIFICATION:  
 SE 4th Street - 218th Avenue SE to 228th Avenue SE  
 Contract No. 2018-146

You are ordered to perform the following described work upon receipt of an approved copy of this change order.

**"DESCRIPTION OF WORK:**

The Contractor submitted Serial Letter 009 per standard specification section I-04.7 Notice of Changed Condition for the Joint Utility Trench installation. The City reviewed the notice of changed condition and agreed with the Contractor to track and pay for the work by Force Account for Joint Utility Installation in accordance with I-09.6 to avoid delay in completing the work. This work was paid under existing bid item A-1 and this change creates lump sum items to assign costs to the correct schedule of values for the work.

The area of impact includes the Joint Utility Trench on 218th Ave SE and the Joint Utility Trench from 218th Ave SE to Station 64+25. It recategorizes the Work previously recorded and paid by Force Account in accordance with Section I-04.4(1) SP under Schedule A bid item A-1 - "Unexpected Site Changes" per Field Directive #10 and creates new items for each utility associated with the Joint Utility Trench construction impact.

This change also makes equitable adjustment for the quantity of excess material excavated from the Joint Utility Trench in the area of impact that required haul to a disposal site and that had not previously been documented through Force Account.

**MATERIALS:**

No change to this portion of the specifications.

**CONSTRUCTION:**

No change to this portion of the specifications.

**MEASUREMENT**

No specific unit of measurement will apply to the lump sum items JUT Impacts or JUT Haul and Disposal Reconciliation.

**PAYMENT**

"JUT Impacts \_\_\_\_\_", per lump sum.

The lump sum price for JUT Impacts \_\_\_\_\_" shall be full compensation for all work associated with the Joint Utility Trench installation for the locations as described above.

"JUT Haul and Disposal Reconciliation", per lump sum.

The lump sum price for "JUT Haul and Disposal Reconciliation", shall be full compensation for all hauling, disposal fees and handling of the material excavated for the Joint Utility trench for the locations as described above.

**PLANS:**

Plans have been changed per Field Directives."

Conditions: This work shall be performed in accordance with the provisions herein, the contract specifications, plans, and details as applicable. The rights of the "Owner" are not prejudiced. All claims against the "Owner" which are incidental or as a consequence of this change are waived.

Item No.	Item Description	Qty	Unit	Price	Amount
<b>CONTRACT BID SCHEDULE A</b>					
The following changes are made to the Contract:					
CO16-A221	JUT Impacts - Schedule A Impacts_City	1	LS	\$ 118,928.76	\$ 118,928.76
A-12	Pole Bracing	-18	EA	\$ 1,100.00	\$ (19,800.00)
<b>TOTAL SCHEDULE A INCREASE</b>					<b>\$ 99,128.76</b>
<b>CONTRACT BID SCHEDULE B</b>					
CO16-B24	JUT Impacts - Schedule B Impacts_SPW	1	LS	\$ 36,973.37	\$ 36,973.37
<b>TOTAL SCHEDULE B INCREASE WITHOUT SALES TAX</b>					<b>\$ 36,973.37</b>
<b>TOTAL SCHEDULE B SALES TAX INCREASE</b>					<b>\$ 3,697.34</b>
<b>TOTAL SCHEDULE B INCREASE WITH SALES TAX</b>					<b>\$ 40,670.71</b>
<b>CONTRACT BID SCHEDULE D</b>					
CO16-D22	JUT Impacts - Schedule D_PSE Electric	1	LS	\$ 235,776.06	\$ 235,776.06
CO16-D23	JUT Impacts - Schedule D_PSE Gas	1	LS	\$ 364,235.25	\$ 364,235.25
CO16-D24	JUT Haul and Disposal Reconciliation	1	LS	\$ 73,738.06	\$ 73,738.06
D-1	Controlled Density Fill	-100	CY	\$ 200.00	\$ (20,000.00)
D-2	Joint Utility Trench Excavation	-1430.1	CY	\$ 62.00	\$ (88,666.20)
D-3	Shoring Or Extra Utility Trench Excavation	-1030.2	SF	\$ 2.00	\$ (2,060.40)
D-4	Bank Run Gravel For Trench Backfill	1663.57	TON	\$ 14.00	\$ 23,289.98

# Agenda Bill

City Council Regular Meeting

April 21, 2020



<b>SUBJECT:</b>	Grant Acceptance: Stormwater Outreach/King Conservation District		
<b>DATE SUBMITTED:</b>	February 26, 2020		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to accept a grant from King Conservation District (KCD) to support the City's 2020 Stormwater Outreach Program		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - King Conservation District Grant Agreement with Approved Grant Application</a>		
<b>BUDGET:</b>			
Total dollar amount	29,870.00	<input type="checkbox"/> <b>Approved in budget</b>	
Fund(s)	408-000-531-32-41-00	<input type="checkbox"/> <b>Budget reallocation required</b>	
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>	
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the Interim City Manager to accept a grant from King Conservation District (KCD) to support the City's 2020 Stormwater Outreach Program?

**KEY FACTS AND INFORMATION SUMMARY:**

King Conservation District (KCD) administers the Member Jurisdiction Grant Program that funds projects in partnership with members of the District, including the City of Sammamish. Applicants for this program must put forth a proposal that meets both jurisdictional and KCD priorities for natural resource improvement. Activities eligible for funding through this program include the direct improvement of natural resource conditions, education and outreach, pilot and demonstration projects and projects that build capacity.

The City has been granted a Member Jurisdiction Grant to provide outreach to elementary age school children and the general public. The grant will fund the 2020 contract with Triangle Associates, Inc. which provides classroom workshops for third through fifth grade students and an interactive community booth at four community events. Outreach and education will focus on storm and surface water quality with special emphasis on water quality effects to native Lake Sammamish kokanee salmon. Current targets for community events are the Kokanee Celebration, 4th on the Plateau, and Party on the Plateau and a Farmer's Market. The activities will accommodate a variety of learning styles and will teach participants how their individual actions can make a positive or negative impact on local waterways.

#### **FINANCIAL IMPACT:**

Grant acceptance will provide revenue to the 2020 Surface Water Management Fund in the amount of \$29,870. It is intended to reimburse City expenses for the 2020 Professional Services Contract for Stormwater Outreach with Triangle Associates, Inc.

#### **OTHER ALTERNATIVES CONSIDERED:**

The City Council may choose to not accept the grant in which there would be no reimbursement for stormwater outreach efforts in 2020

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

##### [City of Sammamish Storm and Surface Water Management Comprehensive Plan](#)

- Goal 3 (G.3.1) Provide education and outreach opportunities that support the City's stormwater management goals.
- Goal 3 (G.3.1.A) Continue to conduct education and outreach as required by the City's NPDES Phase II Permit.

**AGREEMENT FOR AWARD  
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Sammamish

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 800 SW 39<sup>th</sup> Street, Suite 150, Renton, WA 98057 (referred to herein as “District”), and the City of Sammamish, a municipal corporation in King County, Washington, located at 801 228th Ave SE, Sammamish, WA 98075 (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 protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220 and RCW 89.08.341 the District is authorized to enter into agreements with, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, 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 Twenty-Nine Thousand Eight Hundred Seventy and No/100 Dollars (\$29,870.00) from KCD-Sammamish 2018 Collections. 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, or as otherwise provided herein, including but not limited to, the policies and procedures contained in the grant program guidelines, 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 regular financial and project progress reports for the duration of the project. Grant funds are remitted to the Recipient on a reimbursement payment basis. Project progress reports must be submitted with each reimbursement request. Project progress and financial reports, along with the final narrative and financial summary reports shall be submitted through the District's online grant portal. The Recipient shall 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 principles and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, 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.

2.13 Recipient shall notify the District if Recipient intends to sell, salvage, or otherwise dispose of any equipment purchased with grant funds. The proceeds received by Recipient from any sale, salvage or disposition, or the value of the equipment if proceeds were not received from any such action, must be: (a) re-invested back into the originally awarded project; (b) invested in a similar project with District approval; or (c) returned to the District.

**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:**

**RECIPIENT:**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

**RECIPIENT'S ATTORNEY:**

By Eric Frimodt

By \_\_\_\_\_

Name Eric Frimodt

Name \_\_\_\_\_

Date 3/17/20

Date \_\_\_\_\_

**From:** [Dick Ryon](#)  
**To:** [Jessica Saavedra](#)  
**Cc:** [Bea Covington](#)  
**Subject:** Re: grant agreement for your electronic signature  
**Date:** Thursday, March 19, 2020 6:28:37 PM

---

Jessica Saavedra,

Yes, let this email, dated March 17, 2020, be my electronic signature on the attached grant agreement with the City of Sammamish.

Dick Ryon, Chair  
KCD Board of Supervisors

On Mar 19, 2020, at 2:13 PM, Jessica Saavedra <[jessica.saavedra@kingcd.org](mailto:jessica.saavedra@kingcd.org)> wrote:

Hi Dick,

I hope you are well. Bea and I emailed about how to get grant agreements signed electronically during this time when everyone is working remotely.

She said I should contact you via email to get your ok/electronic sign off on the attached grant agreement.

Would you be willing to reply to this email with a “yes, let this email be my electronic signature on the attached grant agreement” or something to that affect? The email will be filed with the agreement and later an actual signature will be added to the document.

The agreement has been electronically signed by Eric Frimodt, as usual, and the grant project was approved at the March 9<sup>th</sup>, 2020 Board of Supervisors meeting.

Thanks,

Jessica Saavedra – *Senior Program Manager - Member Jurisdiction & WRIA Forum Grant Program*

**King Conservation District**

(425) 282-1906

(425) 773-9065 (cell)

<image001.png>

*local food, healthy forests, clean water*

**better ground**

<Sammamish Grant Agreement Packet - EF sig(March 2020).pdf>

# **Exhibit A**

Kate Waind

Sammamish

## City of Sammamish 2020 Stormwater Outreach

---

*Member Jurisdiction Grant Program*

### ***Sammamish***

---

Lisa Werre  
801 228th Ave SE  
Sammamish, WA 98075

### ***Kate Waind***

---

[workshops@triangleassociates.com](mailto:workshops@triangleassociates.com)

Kate Waind

Sammamish

## Application Form

---

### **Summary Information**

---

**Project Title\***

City of Sammamish 2020 Stormwater Outreach

**Project Description - Short**

Provide a short, concise description of the project no more than two or three sentences.

Triangle Associates, on behalf of the City of Sammamish, will adapt and provide classroom stormwater workshops and interactive community event booths based on lessons learned in 2019 stormwater outreach. Outreach will align with regional messaging.

**Principal Partners (if any)**

Triangle Associates, Inc.

**Amount of KCD Funding Requested\***

You will need to upload a detailed budget document before you submit your application. Please make sure the amount requested and total project cost amounts you list here match the amounts in the uploaded budget document.

\$29,870.00

**Total Project Cost\***

\$29,870.00

**Total Matching Funds (optional)**

**Project Start Date\***

01/01/2020

**Project End Date\***

12/31/2020

Kate Waind

Sammamish

**Close Date**

**Project Location\***

Address, Parcel #, OR L&L Points, for site specific projects only.  
 If more than two locations, state “multiple” and explain.

Multiple locations including up to 11 elementary schools in the City of Sammamish and four community events held at Sammamish City Hall Commons (801 228th Ave SE, Sammamish WA 98075), Confluence Park (595 Rainier Blvd N Issaquah WA 98027), and Beaver Lake Park (801 228th Ave SE, Sammamish WA 98075).

**Jurisdiction**

If the applicant is not a city or jurisdiction, please type in the city or jurisdiction this project is located in.

Sammamish

**Is your project on public or private land?\***

Public

**State Legislative District #\***

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

41

**King County District #\***

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

3

***Narratives, Budget, & Attachments***

**Project Description - Detailed\***

Provide a description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and general timelines.

Triangle Associates, on behalf of the City of Sammamish, will adapt previously developed classroom stormwater workshops and interactive community event booths based on lessons learned from the City's 2019 stormwater outreach program. The project team will also evaluate adoption of targeted behaviors by participants. Professional educators will present hands-on classroom workshops for third through fifth-grade students at up to 11 elementary schools in Sammamish, as well as, interactive community booths at up to four community events. The activities will accommodate a variety of learning styles and will be designed to

Kate Waind

Sammamish

involve and educate students and community members on the effects of non-point pollution in local stormwater. The program will teach participants how their individual actions can make a positive or negative impact on local waterways and kokanee salmon.

The educational goals are to teach students and community members 1.) what a watershed is and how to recognize that their drainage basin is part of a larger system, 2.) their personal choices can have positive and negative impacts in the local ecosystem and on aquatic life, including kokanee salmon in Sammamish, and 3.) that certain animal species are indicators of surface water health. In 2020, the program will seek to incorporate updated terminology and lessons learned from the 2019 regional Storm Symposium stormwater education study findings and/or the inclusion of a community based social marketing outreach strategy.

Messaging will be consistent with National Pollution Discharge Elimination System (NPDES) permit education requirements, the regional Stormwater Outreach for Regional Municipalities (STORM) committee's Puget Sound Starts Here campaign, and the City of Sammamish education and outreach objectives as adopted in the City's 2016 Storm and Surface Water Management Comprehensive Plan.

Kokanee salmon, "the little red fish", are native to the Lake Sammamish watershed but now spawn in only a few streams that feed into Lake Sammamish. These education programs will promote positive behavior change by informing students and community members on how best to protect kokanee and their habitat through every day actions.

There are two target audiences for this stormwater outreach project: school-aged youth and community members/families. Educational programming for school-aged youth is important in the adoption of desired behavior changes. Classroom workshop and community events will allow the greatest success at reaching this target audience. Community members and families are a second target audience for this outreach. Current targets for community events are the Earth Day event planned for April 25, Kokanee Celebration event planned for May 7, Fourth on the Plateau celebration planned for July 4, and the Party of the Plateau cultural festival planned for August 8. Development and preparation of updated classroom and community event materials will occur in March-September 2020. Classroom workshops will be offered to all elementary schools in the City of Sammamish in May-December 2020. Materials will include new or refined vocabulary incorporating regional stormwater education study findings and/or a community based social marketing outreach strategy, as well as, updated and replenished consumables as needed for each component of outreach. Materials will include hands-on visuals and participation incentives used to educate and engage students and community members on how to protect local stormwater and aquatic life. We believe these incentives will continue to be integral to increasing community member participation and adoption of target behavior changes in 2020. Incentives will be branded with or connect to messaging that aligns with the NPDES permit education requirements, regional STORM Puget Sound Starts Here campaign, and the City of Sammamish outreach objectives. The branded materials will be an incentive to engage in stormwater education and a vehicle for sharing key messages and content. With the target audience in mind, current incentives include Puget Sound Starts Here pencils and frisbees, kokanee salmon branded bracelets and reusable tote bags, and pet waste bag holders to encourage proper disposal of pet waste.

Project staff will compile evaluation materials and feedback from teachers, students, and community members, as well as work with event coordinators to obtain feedback regarding the City's presence at community events. A final report will include a summary of services provided, photos (when applicable), project successes, and project difficulties. Comparisons to 2019 baseline data and outcomes will be included in the final report, showing if self-reported adoption of targeted behaviors and positive evaluation feedback increased or decreased.

KCD funding is critical for the City of Sammamish to provide stormwater educational programs.

Kate Waind

Sammamish

### Project Activities and Measurable Results\*

List specific project activities to be completed with KCD grant funds and the associated outcomes or measurable results, and timeline.

1) School Outreach: Project will include up to 11 days of classroom workshops at elementary schools located within the City of Sammamish, with 2-5 classroom workshops offered per day. Evaluation of workshops will be measured by written teacher evaluations and additional verbal anecdotal student/teacher feedback collected by presenter. Timeline: Classroom workshops will be offered between May-December 2020.

2) Community Events: Project will include interactive outreach at four community events. Success will be measured by number of participants, number of signed stormwater pollution prevention pledges, feedback from participants and event organizers, and number of take-home materials handed out. Timeline: Community event outreach will occur between April-August 2020.

3) Materials: Project will include updated hands-on visual materials to assist with educating students and community members on how to protect local stormwater and aquatic life, as well as, participation incentives. Messaging on materials will be consistent with NPDES permit education requirements, the regional STORM committee's Puget Sound Starts Here campaign, and the City of Sammamish outreach objectives. New materials will take into consideration 2019 project lessons learned including updated terminology and findings from regional stormwater education study. Timeline: Updated materials will be completed between March-September 2020, with materials ready at least one-week prior to each community event and classroom workshop.

4) Project Management and Reporting: Project will include efficient administration, quality assurance and quality control, and coordination for the work defined in this grant. In addition, the project will include the required reporting including a final narrative about project successes and difficulties, summary of a comparison with 2019 results and adopted behaviors reported, and photographs when applicable. Timeline: Project management and reporting will be ongoing throughout the project between March and December 2020.

### Project Budget and Expenses\*

Fill out and upload separate Application Budget Form also available on the KCD Member Jurisdiction Grant Program website. Budget must be detailed with footnotes, appropriate and reasonable, *meeting state auditor/GAAP guidelines*. Please do not use forms from previous applications. Please only upload the form linked above. Thank you!

KCD Member Jurisdiction Grant Application Budget Form - Sammamish 2020.pdf

### Member Jurisdiction Authorization Letter

If you are a nonprofit organization seeking Member Jurisdiction funding, you must upload written authorization from the Member Jurisdiction to apply for funding. This can be in the form of a letter or scanned copy of an email.

### Additional Attachments

Upload any photos or maps of your project here. Only one file will be accepted. Please combine multiple files into one if possible.

Kate Waind

Sammamish

## Natural Resource Improvement Actions- Criteria Checklist

Please **only** select "yes" below the action that your project **directly** addresses

### Direct Improvement of Natural Resource Conditions\*

To improve landscape and natural resource conditions as a result of direct action that enhances water quality, protects and conserves soils, implements ecosystem restoration and preservation projects (*examples include supporting private property owners with land stewardship, water quality, aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land*)

**Does your project directly address this issue?**

No

### Education and Outreach\*

To raise awareness, deepen knowledge, and change behaviors of residents, landowners, and other land managers and organizations to practice exemplary stewardship of natural resources (*examples include education about stormwater management; the value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems*)

**Does your project directly address this issue?**

Yes

### Pilot and Demonstration Projects\*

To test and/or improve concepts and/or approaches in natural resource management that can be replicated by others (*examples include low impact development or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture (e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living); technological innovation for natural resource conservation*)

**Does your project directly address this issue?**

No

### Capacity Building\*

To enhance the ability of organizations, agencies, residential landowners and other land owners and managers to have knowledge, skills, tools, support systems and technical resources to implement exemplary best management practices and deliver natural resource management actions on the ground (*examples include urban agriculture development, assistance to and inclusion of private property owners, preservation, restoration, and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands*)

**Does your project directly address this issue?**

No

Kate Waind

Sammamish

**Project Type**

Education

***KCD Acknowledgement and Signature***

---

By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD-provided logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

**Authorized Applicant Electronic Signature\***

Please enter your full name to sign and agree to the above.

Lisa Werre

**Title**

Engineering Technician

**Date\***

02/12/2020

Kate Waind

Sammamish

## File Attachment Summary

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### ***Applicant File Uploads***

- KCD Member Jurisdiction Grant Application Budget Form - Sammamish 2020.pdf



## Member Jurisdiction Grant Program

### Grant Application Project Budget Form

Promoting sustainable uses of natural resources through responsible stewardship

Project Name	City of Sammamish 2020 Stormwater Outreach			
Applicant	City of Sammamish , Public Works			
Contact	Lisa Werre			
Mailing Address	801 228th Avenue SE, Sammamish WA 98075			
E-mail	<a href="mailto:werre@sammamish.us">werre@sammamish.us</a>	Project Start Date:	1/1/2020	
Phone	425-295-0573	Project End Date:	12/31/2020	
<b>Please provide detailed budget information below. Itemize categories such as supplies, contracted services with footnotes and detailed descriptions below</b>				
Budget Item	KCD Funds	Other Funds	Other Funds	Total
		<i>(identify source and status of matching funds here ex. Rose Foundation - Pending)</i>	<i>(identify source and status of matching funds here ex. DON Small and Simple - Secured)</i>	
Salaries & Benefits		City staff time for identifying public participation incentives, project management, and additional KCD recognition materials (e.g. City newsletter article, etc.) will be paid by internal City of Sammamish salaries.		\$0
Travel/ Meals/ Mileage (for - volunteers, staff)	\$560			\$560
				\$0
				\$0
				\$0
Office Supplies				\$0
				\$0
				\$0
Field Supplies	\$2,000			\$2,000
Contracted/ Professional Services	\$27,310			\$27,310

Permits				\$0
Other: <i>(specify)</i>				\$0
Other: <i>(specify)</i>				\$0
Other: <i>(specify)</i>				\$0
Other: <i>(specify)</i>				\$0
Other: <i>(specify)</i>				\$0
<b>TOTAL</b>	<b>\$29,870</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,870</b>

<b>Total Project Cost</b>	<b>\$29,870</b>
<b>Total Match</b>	<b>\$0</b>
<b>Amount of KCD Funding Requested</b>	<b>\$29,870</b>
<b>Match Percentage</b>	<i>0%</i>

---

Footnotes:

City of Sammamish  
Stormwater Outreach 2020

<b>Budget</b>			
	Staff	Estimated Hours	Cost
Task 1: Project Management	Project Manager	30	\$2700.00
Task 2: Schools Outreach	Project Manager	65	\$5850.00
	Outreach Staff	120	\$8400.00
	Administrative/Scheduling Staff	30	\$2100.00
Task 3: Community Events Outreach	Project Manager	45	\$4050.00
	Outreach Staff	25	\$1750.00
Task 4: Reporting and KCD Coordination	Project Manager	25	\$2250.00
	Administrative Staff	3	\$210.00
Task 5: Travel			\$560.00
Task 6: Field Supplies			\$2,000.00
<b>Grand Total</b>			<b>\$29,870</b>

**Draft**



## MINUTES

### City Council Regular Meeting

---

6:30 PM - April 7, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the regular meeting of the Sammamish City Council to order at 6:35 p.m.

**Councilmembers Present:**

Mayor Karen Moran  
Deputy Mayor Christie Malchow  
Councilmember Jason Ritchie  
Councilmember Kent Treen  
Councilmember Chris Ross  
Councilmember Ken Gamblin  
Councilmember Pam Stuart

All Councilmembers participated via Go To Meeting

**Councilmembers Absent:**

**Staff Present:**

Interim City Manager David Rudat  
Sr. Management Analyst Mike Sugg  
Director of Community Development David Pyle  
Interim Director of Public Works Cheryl Paston  
Emergency Manager Andrew Stevens  
IT Director Jim Hominiuk  
Webmaster Cynthia Tiwana  
City Attorney Michael Kenyon  
Assistant City Attorney Lisa Marshall  
City Clerk Melonie Anderson

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Mayor Moran led the pledge.

**Draft**

**APPROVAL OF AGENDA**

---

**MOTION: Deputy Mayor Christie Malchow moved to approve the Agenda. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.**

**PUBLIC COMMENT**

---

None

**EMERGENCY MANAGEMENT**

---

**COVID-19 Update:** Emergency Manager Andrew Stevens

Andrew Stevens gave the update on the pandemic.

**CONSENT CALENDAR**

---

**Payroll:** For the Period Ending March 31, 2020 For a Pay Date of April 03, 2020 in the Amount of \$471,523.62

**Claims:** For Period Ending April 7, 2020 In The Amount Of \$1,735,925.57 For Check No. 56587 Through 56782

**Resolution:** Declaring Three Fire Vehicles As Surplus

**Approval:** Sammamish-WSDOT-King County ITS Improvement Project - Interlocal Agreement with WSDOT (GCB 3089)

**Approval:** 2019-2020 Emergency Management Performance Grant

**Contract:** 2020 Right-of-Way Slope Mowing with Landscapes Inc.

**Minutes:** For the March 24, 2020 Special Meeting

**MOTION: Deputy Mayor Christie Malchow moved to approve the consent agenda. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**PRESENTATIONS / PROCLAMATIONS**

---

None

**PUBLIC HEARINGS**

---

Done

**UNFINISHED BUSINESS**

---

**Resolution:** Establishing An Administrative Leave Bank For Use By City Of Sammamish Employees During The COVID-19 Emergency

Interim City Manager Dave Rudat gave the staff report. He reviewed the requirements for use of the Administrative Leave Bank.

**Draft**

**MOTION: Councilmember Pam Stuart moved to approve the resolution establishing an Administrative Leave Bank for use by City Employees use during the COVID-19 emergency. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**MOTION: Deputy Mayor Christie Malchow moved to extend the meeting until 8:30 pm. Councilmember Ken Gamblin seconded. Motion carried unanimously 7-0.**

**AMENDMENT: Councilmember Kent Treen moved to amend the resolution as follows: Change Section 1 of the resolution to read the City Manager may grant Up to 80 hours for each employee. He moved to strike from section 2 "the forgoing list is for illustration not limitations". He moved to add to Section 4 "the leave bank is for a duration of 90 days and will not be in the handbook. Councilmember Ken Gamblin seconded. Motion carried 6-1 with Councilmember Pam Stuart dissenting.**

**MAIN MOTION: Carried unanimously as amended 7-0.**

**NEW BUSINESS**

---

**COUNCIL REPORTS/ CITY MANAGER REPORT**

---

Mayor Moran reported on a new volunteer group that is helping residents who don't or can't leave their homes.

Councilmember Stuart reported on various ideas the City might take to help residents during the COVID-19 pandemic. She will provide additional information in a written report.

**Report: City Manager**

Interim City Manager Dave Rudat spoke about a contract for additional legal services. He reported on the status of the audit of the concurrency model.

**MOTION: Councilmember Kent Treen moved to extend meeting until 9:30 pm. Councilmember Ken Gamblin seconded. Motion carried 6-1 with Mayor Karen Moran dissenting.**

**EXECUTIVE SESSION**

---

Potential Litigation pursuant to RCW.42.30.110(1)(i)

Council retired to Executive Session at 8:22 pm and returned at 9:15 pm. They took no action.

**ADJOURNMENT**

---

The meeting adjourned at 9:15 pm.

**MOTION: Councilmember Pam Stuart moved to adjourn. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

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

\_\_\_\_\_  
Mayor Karen Moran

**Draft**



## MINUTES

### City Council Special Meeting

---

6:30 PM - April 14, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the study session of the Sammamish City Council to order at 6:30 p.m.

**Councilmembers Present:**

Mayor Karen Moran  
Deputy Mayor Christie Malchow  
Councilmember Jason Ritchie  
Councilmember Kent Treen  
Councilmember Chris Ross  
Councilmember Ken Gamblin  
Councilmember Pam Stuart

All Councilmembers Attended via Go To Meeting

**Councilmembers Absent:**

**Staff Present:**

Interim City Manager David Rudat  
Interim Director of Parks, Recreation & Facilities Anjali Myer  
Sr. Management Analyst Mike Sugg  
Recreation Manager Chris Jordan  
Webmaster Cynthia Tiwana  
IT Director Jim Hominiuk  
Assistant City Attorney Lisa Marshall  
City Clerk Melonie Anderson

**PLEDGE OF ALLEGIANCE**

---

Mike Sugg, Senior Management Analyst led the pledge.

**ROLL CALL**

---

**APPROVAL OF AGENDA**

---

**MOTION: Councilmember Jason Ritchie moved to approve the agenda as amended. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

**Draft**

Deputy Mayor Malchow requested to add an item to the agenda to have Council provide direction to the Association of Washington Cities regarding allowing residential construction during the COVID-19 emergency.

Councilmember Stuart requested to add an item: Waive Late Fees on Rental Properties.

**PUBLIC COMMENT**

---

**Ramiro Valderrama**, commented on the proposed contract with Eglick & Whited.

**Rick Schively**, Parish Administrator Mary Queen of Peace. He advocated for an extension of the permit for the homeless encampment currently residing on church property.

**NEW BUSINESS**

---

**Discussion:** Event Cancellations Due to COVID-19

Interim City Manager Dave Rudat gave the staff report.

**MOTION: Deputy Mayor Christie Malchow moved to cancel the Fourth of July Celebration. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**MOTION: Deputy Mayor Christie Malchow moved to cancel the Farmers Market for 2020. Councilmember Kent Treen seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.**

**MOTION: Deputy Mayor Christie Malchow moved to cancel the Party on the Plateau. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**MOTION: Deputy Mayor Christie Malchow moved to cancel all summer events. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**Discussion:** Legal Representation for the Gerend Case

Mr. Rudat gave the staff report.

**MOTION: Councilmember Ken Gamblin moved to to direct the Interim City Manager to negotiate and execute a contract with Eglick and Whited not to exceed \$100,000, which would include any representation in the Gerend case as deemed necessary by the Interim City Manager. Councilmember Kent Treen seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.**

**Discussion:** Tent City 4 Permit Extension due to COVID-19

Mr. Rudat gave the staff report.

**MOTION: Deputy Mayor Christie Malchow moved to direct staff to bring forward an ordinance to extend the permit to allow the homeless encampment to remain at Mary Queen of Peace Church for an additional 30 days. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**Draft**

**MOTION: Councilmember Pam Stuart moved to amend the motion to extend the permit for 60 days. Councilmember Jason Ritchie seconded. Motion failed 2-5 with Mayor Karen Moran, Deputy Mayor Christie Malchow, Councilmember Kent Treen, Councilmember Chris Ross, and Councilmember Ken Gamblin dissenting.**

**Discussion:** Masks for Grocery Store Workers

Mr. Rudat gave the staff report. The general consensus is that the grocery stores are on top of this issue. No action was taken on this topic.

**Discussion:** Feedback on Residential Construction Activity to Association of Washington Cities (AWC)

Luke Esser, City Lobbyist, gave the staff report. AWC is looking for feedback from cities as to whether residential construction should be opened up during the COVID-19 crisis. Specifically whether local government could regulate this activity without relaxation of health and safety standards and flexibility on review and inspection services. Mr. Esser will follow up with the Interim City Manager tomorrow.

**Discussion:** Waive Late Fees on Rental Payment

Councilmember Stuart suggested that the Council take action that would waive late fees and interest for late rent payments. City Attorney Lisa Marshall explained that it is unlikely that the City can insert itself into residential or commercial lease agreements, making any City ordinances on these matters unenforceable. No further action was recommended at this time.

**COUNCIL REPORTS/ CITY MANAGER REPORT**

---

None

**ADJOURNMENT**

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The meeting adjourned at 9:13 pm.

**MOTION: Councilmember Jason Ritchie moved to adjourn. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

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

\_\_\_\_\_  
Karen Moran, Mayor

# Agenda Bill

City Council Regular Meeting  
April 21, 2020



<b>SUBJECT:</b>	Emergency Ordinance: Tent City 4 Permit Extension due to COVID-19		
<b>DATE SUBMITTED:</b>	April 16, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Approve the Emergency Ordinance (Exhibit 1) extending Tent City 4's permit by 30 days due to the COVID-19 emergency.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Emergency Ordinance</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

## KEY FACTS AND INFORMATION SUMMARY:

### Summary

On April 14, 2020, the Council discussed whether to consider extending Tent City 4's temporary homeless encampment permit due to the COVID-19 emergency. The Council determined they would like to grant a 30-day extension, as requested by Mary Queen of Peace, and directed staff to return on April 21, 2020 with an emergency ordinance to do so. That emergency ordinance is included as **Exhibit 1**.

### Background

Tent City 4 is a permitted temporary homeless encampment that has been located in the parking lot of Mary Queen of Peace since late January 2020. They were scheduled to move by the end of the month to their next location, which was to be either a church in Bellevue or Department of Natural Resources

land; however, both locations are now unavailable due to COVID-19. Their 19 current residents are facing the prospect of having nowhere to move when their permit expires on May 23, 2020.

The City's municipal code contains provisions regulating temporary homeless encampments ([SMC 21A.70.195](#)). The code allows homeless encampments to operate within Sammamish for up to four months. Tent City 4's four-month permit is effective from January 24 - May 23, 2020. The Governor's Stay Home, Stay Healthy order is currently in effect until May 5, 2020.

For their planning purposes, Tent City 4 needs to determine whether they will need to find an alternative location and move by May 23, or whether the City can provide an extension, should the Governor's order be extended further. Mary Queen of Peace has met internally, and with Tent City 4 representatives, to discuss this matter and has decided to reach out the City for an extension of one month.

The municipal code is very specific that homeless encampments are a "temporary" use, and there are no options for staff to administratively increase the duration of such a permit.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2020-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, IN  
RESPONSE TO THE COVID-19 PANDEMIC, POSTPONING  
EXPIRATION OF THE TENT CITY IV TEMPORARY HOMELESS  
ENCAMPMENT USE PERMIT NUMBER THEU2019-00620 FOR 30 DAYS;  
PROVIDING FOR SEVERABILITY; AND DECLARING AN  
EMERGENCY**

WHEREAS, the World Health Organization has determined that a pandemic exists due to the global spread of a highly contagious virus commonly known as COVID-19; and

WHEREAS, a state of emergency has been declared by federal, state, county, and municipal governments in response to the pandemic; and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Emergency Proclamation 20-25 requiring all people in Washington State to immediately cease leaving their home or place of residence except to conduct or participate in essential activities and/or for employment in essential business services until midnight on April 6, 2020; and

WHEREAS, on April 2, 2020, Governor Jay Inslee extended the expiration date of Emergency Proclamation 20-25 to midnight on May 4, 2020; and

WHEREAS, the City regulates temporary homeless encampment use permits under Sammamish Municipal Code (SMC) 21A.70.195 and allows such permits to be effective for a maximum of four consecutive calendar months; and

WHEREAS, applicants Mary Queen of Peace and SHARE/WHEEL received a temporary homeless encampment use permit (permit no. THEU2019-00620) to locate Tent City IV in the parking lot of Mary Queen of Peace from January 24, 2020 until May 23, 2020; and

WHEREAS, the pandemic and the emergency declarations and proclamations are hindering Tent City IV's efforts to find their next encampment location; and

WHEREAS, the process of moving the encampment to a new location would result in the close contact of campers, organizers and volunteers, thereby jeopardizing their health and safety; and

WHEREAS, Mary Queen of Peace has requested that the City Council consider a 30-day extension of Tent City IV's permit; and

WHEREAS, should Emergency Proclamation 20-25 expire on May 4, 2020, a 30-day extension would allow Tent City IV the time needed to complete the planning and permitting processes for their next encampment location; and

WHEREAS, the City Council wishes to postpone the expiration of permit number THEU2019-00620 for 30 days, until June 22, 2020; and

WHEREAS, the City Council finds that it is in the public interest to adopt this Ordinance as necessary for the immediate protection of the public health, safety, property, or peace;

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

**Section 1. Findings of Fact.** The Recitals set forth above are adopted as the Findings of Fact required pursuant to RCW 36.70A.390.

**Section 2. Extension of Permit Number THEU2019-00620.** The expiration date of permit number THEU2019-00620 shall be extended 30 days, from May 23, 2020, until June 22, 2020.

**Section 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 4. Effective Date.** This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force on its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21<sup>ST</sup> DAY OF APRIL 2020.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Karen Moran

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

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

# Agenda Bill

City Council Regular Meeting

April 21, 2020



<b>SUBJECT:</b>	Emergency Ordinance: Construction Permit Expiration Extension due to COVID-19	
<b>DATE SUBMITTED:</b>	April 16, 2020	
<b>DEPARTMENT:</b>	Community Development	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Consider passing the emergency ordinance (Exhibit 1) extending expiration of issued building and clearing and grading construction permits in response to COVID-19 work stoppage.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Draft Building Permit Expiration Extension Ordinance</a>	
<b>BUDGET:</b>		
Total dollar amount	N/A	<input type="checkbox"/> <b>Approved in budget</b>
Fund(s)	N/A	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should expiration dates of issued building and clearing and grading construction permits be extended in response to the Washington State Governor's COVID-19 work stoppage?

**KEY FACTS AND INFORMATION SUMMARY:**

The Council is being asked to consider extension of timelines related to issued building and clearing and grading construction permits where there is a statutory expiration date with no option for administrative extension.

Active construction projects are facing delays due to the impacts of COVID-19, and there is no certainty about which projects will be delayed or for what period of time. As a result, some projects will have

permits that expire due to codified time limitation where the builder is unable to complete the work in the allotted timeframe and there is no option for extension. There are also other scenarios where permit extension would be warranted as compliance with a codified timeline is not feasible due to COVID-19 related delays outside of the influence of the applicant. These limited circumstances are difficult to predict or proactively identify and could become problematic if a timeline extension is not granted.

The proposed emergency ordinance (Exhibit 1) adjusts the expiration date of issued building and clearing and grading permits that were valid as of March 23, 2020 and would otherwise expire under SMC 16.15.070(4)(b) and SMC 16.20.235(1) by extending them equal to the number of days of work stoppage under [Governor Jay Inslee's Emergency Proclamation 20-25](#). Authority is also provided to the Directors of Community Development and Public Works to extend other permit timelines as needed.

Adequate administrative authority to extend timelines for complete permit applications under review (not yet issued or approved) is found within relevant sections of the Sammamish Municipal Code and there is no need for the Council to extend these timelines.

**FINANCIAL IMPACT:**

N/A

**OTHER ALTERNATIVES CONSIDERED:**

N/A

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

N/A

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2020-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, IN RESPONSE TO THE COVID-19 PANDEMIC, TEMPORARILY EXTENDING EXPIRATION OF ISSUED BUILDING AND CONSTRUCTION PERMITS; GRANTING THE DIRECTOR OF COMMUNITY DEVELOPMENT DISCRETION TO GRANT EXTENSIONS TO OTHER PERMIT EXPIRATION DATES; AUTHORIZING TEMPORARY ADMINISTRATIVE INTERPRETATIONS TO ADDRESS DEADLINES AND OTHER REQUIREMENTS RELATED TO PERMITS; ESTABLISHING AN EXPIRATION DATE CONSISTENT WITH RCW 36.70A.390; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY**

WHEREAS, the World Health Organization has determined that a pandemic exists due to the global spread of a highly contagious virus commonly known as COVID-19; and

WHEREAS, a state of emergency has been declared by federal, state, county, and municipal governments in response to the pandemic; and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Emergency Proclamation 20-25 requiring all people in Washington State to immediately cease leaving their home or place of residence except to conduct or participate in essential activities and/or for employment in essential business services; and

WHEREAS, on March 25, 2020, Governor Inslee provided official guidance stating that construction activities are not considered essential under Proclamation 20-25, except in limited circumstances; and

WHEREAS, the pandemic and the emergency declarations and proclamations are causing delays for an indeterminate period of time in the construction, inspection, and review of development projects with an active City of Sammamish application or permit and will cause delays with any project or permit applications filed during the state of emergency; and

WHEREAS, Chapters 16.15 and 16.20 of the Sammamish Municipal Code (SMC) impose certain deadlines for clearing and grading and building permits that are not achievable in the current emergency while complying with the Governor's proclamations; and

WHEREAS, the City Council wishes to postpone deadlines and expiration dates for building permits and clearing and grading permits to encourage a continuation of construction activity delayed by the emergency restrictions and by the economic impacts of the pandemic; and

WHEREAS, the City Council further wishes to grant to the Director of Community Development the discretion to grant extensions to any other permit expiration dates which, in the discretion of the Director of Community Development, are necessary during this emergency to both protect the City from possible liability and to diminish economic loss and hardship to permittees;

WHEREAS, the City Council further recognizes that Staff is telecommuting in order to comply with Proclamation 20-25 and is prioritizing work necessary to address the emergency conditions; and

WHEREAS, this public health and economic crisis has created a time-sensitive emergency requiring the use of an interim zoning control pursuant to RCW 36.70A.390 to extend development application processing and permit expiration time periods; and

WHEREAS, this Ordinance is intended to be temporary, in effect only until public health and economic conditions improve. The provisions of this Ordinance are procedural in nature because this Ordinance only modifies the amount of time an application or an issued permit remains viable. Accordingly, this Ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act pursuant to WAC 197-11-800(19) and does not require transmittal to the Washington State Department of Commerce for comment; and

WHEREAS, the City Council finds that it is in the public interest to adopt this Ordinance as necessary for the immediate protection of the public health, safety, property, or peace;

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

**Section 1. Findings of Fact.** The Recitals set forth above are adopted as the Findings of Fact required pursuant to RCW 36.70A.390.

**Section 2. Extensions of Clearing and Grading and Building Permits.**

A. This Section relates to all building permits issued pursuant to SMC Chapter 16.20 and all clearing and grading permits issued pursuant to SMC Chapter 16.15 (hereafter collectively "Permits").

B. Any City of Sammamish issued Building or Clearing and Grading Permit in effect on March 23, 2020 as of the passing of Governor Jay Inslee's Emergency Proclamation 20-25 ("Order") will not be lapsed, cancelled, or expired prior to the expiration of this Ordinance. Permit expiration timelines established by SMC 16.15.070(4)(b) and SMC 16.20.235(1) shall be revised with this Emergency Ordinance to not include time lost due to the Order. Permit expiration under SMC 16.15.070(4)(b) and SMC 16.20.235(1) shall be revised based on the number of calendar days construction has been suspended and expiration codified by SMC 16.15.070(4)(b) and SMC 16.20.235(1) shall be extended by as many days unless the specific time period is required by state law and cannot be waived.

**Section 3. Director Authorized to Extend Additional City Permits.** The Director of Community Development and/or the Public Works Director are herein authorized to grant

extensions to any other permit expirations which, in the discretion of the Director, are necessary during this emergency to both protect the City from possible liability and to diminish economic loss and hardship to permittees.

**Section 4. Relief from State-Mandated Timelines.** In addition to the City's ordinances and regulations, there are associated state statutory deadlines and timelines set forth in Chapters 36.70A, 36.70B, 43.21C, 58.17, and 90.58 RCW, among others. The City's authority to waive such statutory timelines pursuant to the City's emergency powers set forth in RCW 38.52.070(2) has not been specifically addressed by the Governor. If the Governor issues an emergency proclamation or other order providing relief from state statutory deadlines and other requirements for development projects, the Director of Community Development and/or Public Works Director, as applicable, are authorized to implement or adopt any available measures or relief from those statutory deadlines and requirements provided such interpretations are temporary and consistent with the intent and purpose of this Ordinance.

**Section 5. Director Interpretations.** The Director of Community Development and/or the Public Works Director, as applicable, are authorized to make interpretations to address deadlines and other procedural requirements related to Permits that were not specifically addressed in this Ordinance, provided such interpretations are temporary and consistent with the intent and purpose of this Ordinance.

**Section 6. Public Hearing.** Pursuant to RCW 36.70A.390, a public hearing on the interim official controls established by this Ordinance shall be held within sixty (60) days of the adoption of this Ordinance.

**Section 7. Expiration.** This Ordinance is adopted under the authority of RCW 36.70A.390. The interim controls adopted herein shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire after a period of six (6) months, unless extended as provided by statute or otherwise superseded by action of Council, whichever occurs first. Because this is an interim Ordinance only, it shall not be codified.

**Section 8. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 9. Effective Date.** This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force on its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 21<sup>ST</sup> DAY OF APRIL 2020.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Karen Moran

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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